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AGREEMENT
BETWEEN THE
COPLEY TOWNSHIP BOARD OF TRUSTEES
AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 348

JANUARY 1, 2015 to DECEMBER 31, 2017

SERB CASE NO.
2014-MED-10-1514

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is entered into, by and between Copley Township, hereinafter referred to as “the Employer,” and the Teamsters Local 348, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as “the Union.”

Section 2. Purpose. In an effort to continue harmonious and cooperative relationships with the employees and to ensure orderly and uninterrupted efficient operations, the Employer and the full-time Service Department employees now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: To promote individual efficiency and service to Copley Township; to avoid interruption or interference with the efficient operation of the Employer's business; to promote fair and reasonable working conditions; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all hourly employees covered by the Service Department and occupying positions in road maintenance.

ARTICLE 2 **DUES DEDUCTION**

Section 2.1. During the term of this Agreement, the Employer shall make monthly deductions for Union dues and initiation fees and assessments levied by the Union, with such deductions to be made in two (2) equal installments from the first and second pay checks in each calendar month, provided that, at the time of such deduction, there is in the possession of the Employer a current, written and signed authorization for the deduction of dues from the employee, all subject to state and federal laws.

Section 2.2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 2.3. A check in the amount of the total dues withheld from employees authorizing a dues deduction shall be tendered to the Union within thirty (30) days from the date of making said deduction.

Section 2.4. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 3
FAIR SHARE FEES

Section 3.1. Upon completion of sixty (60) days employment as a bargaining unit member, all members of the bargaining unit shall either (a) maintain their membership in the Union, (b) become members of the Union, or (c) pay a Fair Share fee to the Union in an amount to be determined by the Union, which shall have the sole responsibility for the accuracy of such amount in accordance with Ohio Revised Code Section 4117.09.

Section 3.2. In the event that a fair share fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deductions," except that such employees need not sign an authorization card for such deduction to be made.

Section 3.3. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

Section 3.4. The Union shall indemnify and hold the Township harmless from any claims, suits, or actions resulting from its collection of Fair Share fees under this article.

ARTICLE 4
D.R.I.V.E. DEDUCTION

Section 4.1. During the term of this Agreement, the Employer shall deduct voluntary contributions to the D.R.I.V.E. (Democratic-Republican-Independent Voter Education) Fund provided that, at the time of such deduction, there is in the possession of the Employer a current, written and signed authorization for the deduction of dues from the employee, all subject to state and federal laws.

Section 4.2. The International D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's pay check.

Section 4.3. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5
ACCESS TO PREMISES

Section 5.1. Authorized agents of the Union shall have access to the Employer's establishment, with notification to the Service Director/Township Highway Superintendent, during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule on the job site.

Section 5.2. The Township agrees to allow reasonable use of its buildings and facilities for the purpose of holding Union meetings based upon obtaining prior approval and availability of space.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. The Employer shall have the exclusive right, except as otherwise specifically provided in this Agreement, to manage the operations, control the premises, direct the working force and maintain efficiency of operations. The right to manage includes, but is not limited to, the authority of the Township, in its sole and exclusive discretion judgment, to:

- A. Determine matters of inherent managerial policy, which includes but are not limited to, areas of discretion or policy such as the functions and programs of the Township, standards of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Township as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the Township as a governmental unit.

ARTICLE 7
NO STRIKE

Section 7.1. The Employer and the Union agree that the grievance procedures provided herein are

adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppage and strikes.

Section 7.2. The Union shall not directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way a strike, walkout, work stoppage or slowdown, concerted "sick leave," mass resignation or other unlawful interference with normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the Union meets all of its obligations under this article.

Section 7.3. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of this article.

In the event of a violation of this article, the Union shall promptly notify all employees in a reasonable manner that the strike, walkout, work stoppage or slowdown, concerted "sick leave," mass resignation or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall advise the employees verbally and in writing to return to work immediately, and shall send a copy of said writing to the Employer. The writing shall contain a reference to the verbal warning.

Section 7.4. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 8 **SHOP STEWARDS**

Section 8.1. The Employer recognizes the right of the Union to designate shop stewards and alternates in number as determined by the Union, but acting in the absence of the Union steward. The authority of shop stewards and alternates so designed by the Union shall be limited to, and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

Section 8.2. Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of shop stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

Section 8.3. One steward or alternate shall be permitted to investigate, present, and process grievances on or off the property of the Employer. If investigation, presenting or processing grievances can only be done during such steward's regularly scheduled working hours, such

steward shall be granted time off from his regular duties by the Service Director/Township Highway Superintendent. Such time off, however, shall be reasonable so as to cause minimal interference with the Employer's operation. If the time used by the steward to investigate, present or process a grievance is during the regular schedule of work for such steward, he shall receive his regular pay for the hours he is so occupied that are within his scheduled hours of work.

Section 8.4. The Union shall notify the Employer in writing of the names of the steward and alternate steward.

ARTICLE 9 **BULLETIN BOARDS**

The Employer agrees to provide suitable space for a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins, etc.

ARTICLE 10 **PROBATIONARY PERIOD**

Section 10.1. The probationary period for all newly hired employees shall be one (1) calendar year from their starting date as a full-time bargaining unit employee in the Service Department. Employees shall not have seniority during probationary periods; however, upon completion of the probationary period, seniority shall start from the date of hire.

Section 10.2. During the probationary period, a bargaining unit employee shall not have the right to avail himself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit employee may be removed from the service of the Township Service Department and from Township employment at any time and for any reason without recourse under this Agreement or otherwise.

ARTICLE 11 **SENIORITY**

Section 11.1. Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer except for an approved Leave of Absence. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time, said probationary period shall be added to such employee's total length of continuous employment.

Section 11.2. An employee's seniority shall be terminated when one or more of the following occurs:

- A. He resigns;
- B. He is discharged for just cause;
- C. He retires;

D. He refuses a recall or fails to report to work within ten (10) work days from the date the Employer sends the employee a recall notice.

Section 11.3. If two (2) or more employees are hired on the same date, the most senior shall be determined by the lowest social security number.

Section 11.4. Seniority shall be brought up to date by the Employer on the signing of this Agreement, and each January 1 thereafter, showing the employee's name, title, pay range/step, rate of pay, date of hire, department working in, in order of seniority, posted, and a copy forwarded to the Secretary-Treasurer of Local 348 by January 15 of each year.

ARTICLE 12 **DISCIPLINE**

Section 12.1 ~~2~~. Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 12.2. Predisciplinary Meeting/Notice of Discipline. Non-probationary employees shall not be discharged or given a disciplinary suspension without first being given notice of the impending action, the basis for the action and an opportunity to attend a conference with the Department Head or his designee to present reasons why the impending action should not be taken. Such a pre-suspension/discharge conference will not be required when the Township determines that a serious offense has occurred and that it is in the best interest of the Township to temporarily remove such employee from service pending a determination as to what, if any, appropriate discipline shall be imposed. A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

Section 12.3. Disciplinary Appeals. Non-probationary employees shall be given the opportunity to grieve the disciplinary action through Step 2 of the grievance procedure contained in Article 15 of this Agreement prior to the discipline being imposed. However, in the case of emergency relief of duty, a non-probationary employee may be suspended with pay pending a hearing under Step 2 of the grievance procedure.

Section 12.4. Progressive Discipline. Discipline shall normally be applied in a progressive manner, i.e., oral reprimand reduced to writing, written reprimand, suspension and termination. However, should the severity of a non-probationary employee's conduct or disciplinary record so warrant, such employee may be subject to immediate suspension or discharge.

Section 12.5 ~~4~~. **Disciplinary Records.** The Employer shall document all discipline and shall deliver the same to the affected non-probationary employees, with a copy placed in such employee's personnel file which shall remain for a period of two (2) years.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 13.1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or

reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. Where an employee declines Union representation at any step of the grievance procedure, the Union shall have the right to attend all grievance meetings; shall be provided a copy of the terms of any grievance settlement; and the Employer has no duty to notify the Union of any step of the grievance procedure.

Section 13.2. For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement.
- B. Grievant - the "grievant" shall be defined as any employee, group of employees within the bargaining unit, or the Union.
- C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 13.3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Grievance Contents. All grievances shall include the name of the grievant; the aggrieved employee's job classification; the articles and sections of this Agreement violated; the date and time when the alleged events or conditions giving rise to the grievance took place; the location where the grievance occurred; the identity of the party responsible for causing said grievance, if known to the grievant; the date the grievance was filed in writing; a general statement of the nature of the grievance; and a statement of the relief sought by the grievant.
- B. Decisions. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. Class Actions. If a grievance affects a group of employees working in different locations, with different principals, or association with an Employer-wide controversy, it may be submitted at Step 3.
- D. Representation. The grievant may have a Union representative at any step of the grievance procedure. The grievant may choose a Union representative or steward to represent him at any step of the grievance procedure.
- E. Time Limits. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and

void. Failure at any step of this procedure to communicate the decision on a grievance by the Township within the specified time limits will be considered as a response in the negative and shall permit the employee to lodge an appeal at the next step of the procedure in accordance with the applicable time limitations. The time limits specified for either party may be extended only by written mutual agreement.

F. Procedure Limitations. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 13.4. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

Step 1. If the dispute is not resolved informally, it shall be reduced to writing and presented as a grievance to the Service Director/Township Highway Superintendent within five (5) days after the occurrence giving rise to the dispute. The Service Director/Township Highway Superintendent shall give his answer within five (5) days of his receiving the grievance from Step 1.

Step 2. If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Township Fiscal Officer within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Township Trustees/designee shall convene a hearing within fifteen (15) days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The Township Trustees shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing. The Township Trustees shall have the power to affirm or modify the decision rendered at Step 1.

Section 13.5. Disciplinary Grievances/Appeals. In the case of any verbal warning, written reprimand, or suspension of one (1) day or less, the decision of the Township Trustees shall be final. A suspension of more than one (1) day may be appealed through the arbitration procedure contained in Article 16 of this Agreement.

ARTICLE 14 **ARBITRATION PROCEDURE**

Section 14.1. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2, the union may submit the grievance to arbitration. Within this ten (10) day period, the parties will confer to attempt to mutually agree upon an arbitrator.

Section 14.2. Arbitrator Selection. If unable to agree within ten (10) working days after the notice to arbitrate is given, then the party requesting arbitration shall, within fifteen (15) days after a notice to arbitrate is given, request a panel of fifteen (15) arbitrators from the Federal Mediation and Conciliation Service (FMCS) who shall be located in Ohio and National Academy Certified. Once the panel of arbitrators is submitted to the parties, each party shall strike

any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS.

Prior to striking names from the panels supplied by the FMCS, either party may request that the list be rejected by either party, the parties shall request the FMCS to submit another panel of arbitrators and the selection of the arbitrator shall be in accordance with this section.

Section 14.3. Authority of Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question.

Section 14.4. Rules. The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service (FMCS).

Section 14.5. Costs. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 14.6. Witnesses. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena and shall be compensated at his regular hourly rate of pay for all hours while the employee is testifying, including reasonable waiting time to testify. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed two (2) employees, unless approved by the Service Director/Township Highway Superintendent.

Section 14.7. Arbitrator's Award. The arbitrator's decision and award will be in writing and shall be requested to be delivered to the Union and Township within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject to judicial review as provided for in the Ohio Revised Code section 2711.

ARTICLE 15 **NON-DISCRIMINATION**

Section 15.1. The Employer and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, color, disability, genetic information, creed, national origin, age, sex, or military status.

Section 15.2. Union Affiliation. The Union expressly agrees that membership in the Union is at the option of the employee and it will not discriminate with respect to representation between members and non-members.

Section 15.3. Gender Neutral. Whenever the context so requires, the use of the words herein in the singular shall be constructed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 15.4. External Actions. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action or legal action (e.g., OCRC or EEOC, etc.) is filed, such grievance shall be tolled until the disposition of the external action.

ARTICLE 16 **OBLIGATION TO NEGOTIATE**

Section 16.1. The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 16.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 17 **CONFORMITY TO LAW**

Section 17.1. The intent of the parties is that this Agreement supersedes and replaces all Ohio employment laws and regulations to the fullest extent possible and permitted by Chapter 4117 of the Ohio Revised Code.

Section 17.2. If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. In such event, the Employer and Teamsters will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 18
LAYOFF AND RECALL

Section 18.1. Where the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth.

Section 18.2. Employees shall be laid off according to their seniority within the bargaining unit within their respective department with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the bargaining unit are laid off first in the above respective order. Employees looking to bump within their respective department must first bump into a vacant position before they may cause displacement of another employee. Any employee bumping into a different position, within his respective department, must demonstrate within the thirty (30) day period following the displacement, the necessary skill and ability required in the position into which the employee bumps.

Section 18.3. Employees who are displaced may bump another employee with lesser seniority within their respective department.

Section 18.4. Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee within his respective department with lesser seniority pursuant to provisions of Section 21.3.

Section 18.5. At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the provisions shall be laid off.

Section 18.6. Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall from the date of his layoff for a period of one (1) year from the effective date of layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within ten (10) days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 18.7. Employees scheduled for layoff shall be given a minimum of ten (10) days advance notice of layoff.

ARTICLE 19
ALCOHOL AND DRUG TESTING

Section 19.1. Copley Township has a strong commitment to the health, safety, and welfare of its employees, their families, and its residents. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, business, and the community at large.

- A. Copley Township is concerned that, in the event of substance abuse among our employees, the safety of our employees and the general public could be endangered. Our commitment

to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.

- B. It is the goal of Copley Township to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the general public.

Section 19.2. The Service Director/Township Highway Superintendent or his designee is responsible for implementing and communicating these policies. Any questions regarding these policies or procedures should be directed to the Service Director/Township Highway Superintendent or his designee.

Section 19.3. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating this article. Employees who voluntarily admit problems with drugs or alcohol prior to violating this article will not have their job security or promotional opportunities jeopardized by a first request for treatment. Employees should not read this to mean that a first request for treatment will automatically excuse them from discipline or discharge where the Employer initiates corrective action for violation of this article and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up drinking or drug problem for the first time in response to an investigation on the Employer's initiation of corrective action. An employee shall not be disciplined for first time admission of drug or alcohol dependency, if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

- A. It will be the responsibility of the employee to comply with the Employer's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment.
- B. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the shift.
- C. An employee who participates in a rehabilitation program may use his or her accumulated sick leave, vacation leave, and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.
- D. Rehabilitation programs are designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, acquire, or dispense drugs.

Section 19.4. This article applies to all employees of the Employer while on the job and to situations in which an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, Copley Township.

- A. Although the Employer respects the private life of its employees, the Employer recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job

performance. The Employer wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public, as well as themselves.

Section 19.5. Employees are prohibited from engaging in the following:

- A. Reporting to duty or remaining on duty while having an alcohol concentration of .02 BAC Level Concentration or greater,
- B. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working); Employees reporting to duty while using a prescribed narcotic shall provide the Employer a note from the prescribing doctor indicating the drug prescribed and approving the employee's use of the prescribed drug while working. Testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the established cutoff levels in tested substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. Where the level is above the cutoff level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.
- C. Testing positive for illegal controlled substances;
- D. Possessing alcohol or illegal controlled substances while on duty;
- E. Using alcohol or illegal controlled substances while on duty;
- F. Refusing to submit to a random, reasonable suspicion, post-accident, return-to-duty, or follow up alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging in other conduct that obstructs the testing procedures;
- G. Performing safety-sensitive functions within four (4) hours after using alcohol;
- H. Using alcohol within eight (8) hours following an accident in which the employee is required to take a post-accident alcohol test or until the employee undergoes a post accident alcohol test, whichever occurs first;
- I. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, which the employee has enrolled in pursuant to this article;
- J. Testing positive at any time within twelve (12) months following return to work; or

- K. Failing to execute a medical release and/or to authorize disclosure to the Employer of the employee's positive substance abuse test results and/or progress reports with regard to the employee's participation in a rehabilitation program.

Section 19.6. If an employee violates any of the prohibitions listed in Section 22.5, the following consequences will result:

- A. The employee may be disciplined up to and including dismissal.
- B. The employee shall be immediately removed from the safety-sensitive position.
- C. The employee will be provided with information regarding the services available for alcohol and substance abuse.
- D. The employee will be referred for an evaluation by a substance abuse professional, if it is the employee's first violation. The employee may not return to work until all recommended counseling and treatment is completed.
- E. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12) month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

Section 19.7. An employee will be referred to testing for alcohol and/or controlled substances under the following circumstances:

- A. Pre-Employment Testing. Prior to the first time an employee performs official duties for the Department, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.
- B. Post-Accident Testing. As soon as practicable following: (a) an accident in which a fatality occurs, (b) an accident in which an injury is treated away from the scene and the employee receives a citation for a moving violation arising from the accident, or (c) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident, the employee shall be tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances.
- C. Random Testing. A minimum number of employees, who operate motor vehicles in the course of their employment with the Township, hold CDLs, and/or occupy safety sensitive positions will be randomly selected annually (currently 25% for alcohol and 50% for controlled substances) using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When an employee is

selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately.

- D. Reasonable Suspicion Testing. A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:
1. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech; odor of alcohol or marijuana; dilated pupils or bloodshot eyes; unexplained lack of coordination; impaired reaction time; sweaty or flushed skin; staggering or unsteady walk; uncharacteristic personality changes; dynamic mood swings; etc.;
 2. A pattern of abnormal conduct, erratic or aberrant behavior; or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse and does not appear to be attributable to other factors;
 3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
 4. A report of alcohol or other drug use provided by a reliable, credible and identified source; or
 5. Repeated or flagrant violations of the Employer's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage, which appear to be related to substance use and do not appear attributable to other factors; or
 6. A traffic accident occurring while the employee is operating a vehicle on duty, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved.
- E. Return-To-Duty Testing. Before an employee who has been found to be in violation of conduct prohibited in Section 22.5 may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.
- F. Follow-Up Testing. When an employee has been found to be in violation of conduct prohibited in Section 22.5 and the employee is not terminated, the employee may be subject to a minimum of three (3) unannounced follow-up tests, in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty.

Section 19.8. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employees.

Each urine specimen may be tested for the following controlled substances:

<u>Substance</u>	<u>Initial Screening Level</u>	<u>Confirmation Level</u>
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Non-Prescribed Steroids	N/A	N/A
Methamphetamine	1,000 ng/ml	500 ng/ml
Oxycodone (oxycotin)	100 ng/ml	100 ng/ml
Methylenedioxymethyl amphetamine (Ecstasy)	500 ng/ml	500 ng/ml
Non-Prescribed Vicodin	N/A	N/A
6-Acetylmorphine	10 ng/ml	10 ng/ml

It is the intent of the parties that the cutoff levels listed above conform with DOT standards for the applicable substance and to the extent that a substance cutoff level is inconsistent, the DOT level will control. Should the Substance Abuse & Mental Health Services Administration (SAMHSA) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes.

Section 19.9. An employee who initially tests positive shall be immediately removed from duty and placed on unpaid leave. If the initial screening is positive, within 72 hours of notification from the medical review officer, the employee may request a confirmation test of a split specimen, at a different DHHS approved laboratory. Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties.

Section 19.10. All alcohol breath testing shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests.

Section 19.11. Employees who have been tested for alcohol with the results showing a concentration of 0.02 or greater will not be permitted to perform any safety-sensitive functions for at least twenty-four (24) hours following administration of the test.

Section 19.12. Each employee shall execute medical releases when requested to do so by the Employer and/or substance abuse testing agency. Except as otherwise provided by state or federal law or with the permission of the employee, such releases shall only authorize the disclosure to the Employer of the employee's drug and alcohol test results and the employee's progress reports with regard to the employee's participation in a rehabilitation treatment program. However, in a grievance or other legal proceeding initiated by or on behalf of an employee involving the positive results of a substance abuse test, the Employer may disclose information obtained by it pursuant to this article to the decision-maker(s) without a release from the employee.

Section 19.13. This article is not to be utilized for criminal law enforcement purposes. However, nothing in this article shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation and the procedures of this article would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

Section 19.14. All employees shall receive at least two (2) hours of annual training covering alcohol and drug testing under this article and the dangers of, and signs and symptoms associated with, substance abuse. Each employee shall receive and sign an acknowledgment of receipt of such information and the required training, annually.

Section 19.15. All supervisors shall receive at least two (2) hours of initial training upon implementation of this article and two (2) hours of refresher training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow up.

Section 19.16. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

Section 19.17. All employees subject to this article remain subject to all other policies, procedures, rules and regulations established by the Employer under its independent authority which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state, and local laws and regulations.

ARTICLE 20 **STANDARD WORK WEEK**

Section 20.1. Hours of Work. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein to promote efficiency shall prevent the Employer from restructuring to promote efficiency or to

improve services, from establishing the work schedules for employees, or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 20.2. Standard Work Week. The standard work week shall be defined for existing full-time employees as Monday through Friday, with two (2) consecutive days off, absent snow season or emergency as defined by the Service Director/Township Highway Superintendent or Board of Trustees.

Section 20.3. Shift Preference. If new shifts or positions are created, the shift assignments or positions will be posted by the Service Director/Township Highway Superintendent or his designee and bid upon by the employees according to their seniority within the Service Department.

Section 20.4. Meal Break. While on duty, employees shall be entitled to reasonable time, up to one-half (1/2) hour per eight (8) hour shift, for a meal break. Employees shall remain readily available to answer calls during meal breaks, and shall return to work if required by the Service Director/Township Highway Superintendent or his designee.

Section 20.5. Breaks. Breaks will be provided in accordance with Township Policy. At the sole and exclusive discretion of the Employer/designee additional breaks may be provided during the workday consistent with operational and/or safety considerations.

ARTICLE 21 **OVERTIME**

Section 21.1. "Overtime hours" means hours or fractions thereof which are worked by an employee in excess of his scheduled (e.g., 8 hours, 10 hour, etc.) shift within a twenty-four (24) hour period or in excess of forty (40) hours within a work week, when approved by the Service Director/Township Highway Superintendent.

Section 21.2. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 21.3. Overtime compensation will be paid for all hours worked by an employee outside of his/her normal scheduled daily shift. Normal daily shifts are scheduled from 7:00 a.m. – 3:00 p.m. Monday through Friday; however, notwithstanding this, the Employer may adjust work hours, shift times, or establish additional or alternative shifts based at its sole and exclusive discretion of its operational needs. In the event that the Employer establishes an alternative, it will provide two (2) weeks notice prior to its implementation date.

Section 21.4. Overtime Distribution. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay and will be distributed equitably to bargaining unit members on a rotation basis, to the extent possible.

Section 21.5. Mandatory Emergency Overtime. Whenever the Superintendent, or his designee, determines emergency overtime is necessary to meet the operational needs of the

department, any or all employees may be required to work overtime (examples are snow and ice removal; snow and ice control; flood control or response to natural disaster). Mandatory emergency overtime may take the form of call in or hold over overtime. Prior to mandating members the Employer will exhaust the non-community event overtime rotation list. If there are no volunteers, emergency overtime will be mandated beginning with the last employee on the rotation list and continuing up to the number of employees to be mandated for the work task.

Section 21.6. Community Event Overtime. The Superintendent or his designee shall determine the amount of bargaining unit member necessary for Community Event Overtime, if any, and provide to the union a list of events and the necessary bargaining unit staffing needed for each event in December of the year preceding the following year for which events are scheduled. For the first year of this agreement, within thirty (30) days of execution, the list will be provided to the union for the remainder of the year 2015. Once the list is provided, the union members, by seniority, will be given the opportunity to sign up for Community Event Overtime over the next thirty (30) days. In the event that sufficient members have not voluntarily signed up for events, coverage will be mandated beginning with the least senior employee not already scheduled to cover all events that do not have sufficient coverage continuing up to the number of employees to be mandated for all events during the year by event.

Section 21.7. Compensatory Time Generally. By mutual agreement, overtime earned under this article may be elected to be banked as compensatory time. All compensatory time off must be used in the same calendar year in which it is earned except that forty (40) hours of compensatory time may be carried over for use by June of the following year or it shall be paid out.

Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law which includes the right to schedule or pay such time off.

Section 21.8. Minimum Call-In. Whenever approved by the Service Director/Township Highway Superintendent, employees scheduled to work overtime or called in to work shall be paid for the actual time worked or a minimum of four (4) hours, whichever is greater. This shall not apply to hours less than four (4) that are continuous to a tour of duty.

ARTICLE 22 **UNPAID LEAVES OF ABSENCE**

Section 22.1. An employee who has completed six (6) months of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, or other personal reasons, including maternity leave. If the leave is requested because of illness or injury of the employee, the leave shall not exceed twelve (12) months, unless the employee applies for an extension of such leave and the Employer, in its sole and exclusive discretion, approves such extension. If the leave is requested for any other reason, the leave shall not exceed six (6) months, unless the employee applies for an extension of such leave and the Employer, in its sole and exclusive discretion, approves such extension.

Section 22.2. All leaves of absence (and any extension thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee.) Except in cases of an

emergency, the leave request shall be filed with the Service Director/Township Highway Superintendent not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall accumulate seniority.

To the extent that an employee meets all eligibility requirements for obtaining an approved leave of absence under the Family and Medical Leave Act ("FMLA"), the statutory rights and restrictions for such leaves, as well as the rules and regulations for such leaves as promulgated by the U. S. Department of Labor, will govern all aspects of the employee's and Employer's rights and obligations relating to such leaves, and will supersede any conflicting provisions set forth in this article. Attached to this Agreement as Appendix A is a notice issued by the U. S. Department of Labor concerning the Family and Medical Leave Act and the rights and benefits it confers.

Section 22.3. Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave cancelled immediately and shall be subject to disciplinary action.

Section 22.4. When an employee returns to work after a leave of absence, he/she will be assigned to the position he/she formerly occupied or to a similar position if his/her former position no longer exists at the applicable rate of pay, provided the employee is able to perform work. Any employee who is hired for the purpose of replacing an employee while that employee is on a leave under this article shall be considered a probationary employee, regardless of the duration of such employment. Upon the return to work of the employee who was on a leave of absence, the Employer may terminate the employment of the person who was hired to replace the employee on leave, and the employee so terminated shall not have the right to challenge such termination through the grievance and arbitration procedure of this Agreement or otherwise.

Section 22.5. An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

Section 22.6. Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than three (3), eight (8) hour consecutive working days may, at the Employer's discretion, be considered an automatic resignation and subject the employee to other disciplinary action.

ARTICLE 23 **MILITARY LEAVE**

The Employer and the Union will comply with the requirements of all applicable federal and/or state military service statutes. Likewise, employees who participate in military service will be

required to meet all applicable notice, service verification and return to work requirements prescribed by federal and/or state military service statutes.

ARTICLE 24
VACATIONS

Section 24.1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
Less than one year	None
One but less than five years	80 hours
Five but less than ten years	120 hours
Ten but less than fifteen years	160 hours
Fifteen but less than twenty years	200 hours
Twenty years or more	240 hours

The six (6) weeks (240 hours) step of the vacation schedule will be eliminated for full-time employees hired on or after January 1, 2013. Full-time bargaining unit employees hired prior to January 1, 2013, shall continue to receive six (6) weeks of vacation after twenty (20) years of service or more.

Section 24.2. Earned vacation shall be annually awarded in a lump sum on an employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at the time.

Section 24.3. Vacation requests of forty (40) hours or more shall be granted by seniority. Vacation requests shall be granted by the Service Director/Township Highway Superintendent.

Section 24.4. Two (2) employees may be permitted to take vacation off at the same time upon thirty (30) days notice to and approval by the Service Director/Township Highway Superintendent, if such can be accommodated by the work schedule.

Section 24.5. Vacation for the next year shall be selected on the basis of seniority between November 1 and December 31 of the prior year. Employees shall be notified on or before February 15 whether or not their vacation selections are approved.

Section 24.6. If vacation is not scheduled at that time, it shall be approved on a first come, first served basis, subject to scheduling considerations.

Section 24.7. All carry over balances of vacation leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current regular hourly rate. Beginning January 1 2012, all future grants of vacation leave must be used by employees within twelve (12) months after the vacation leave is granted, and any unused vacation leave will be bought out by the Employer at the end of that twelve (12) month period.

Section 24.8. Vacation Pay Rate. Vacation pay shall be paid at the regular base rate of pay for the employee's job classification in effect at the time the payment is made.

Section 24.9. After the annual allotment of vacation is awarded on an employee's anniversary date, an employee may take up to one-half (1/2) of his or her allotted vacation in pay. Further, an employee, upon the recommendation of the Service Director/Township Highway Superintendent and approved by the Board of Trustees, may take additional vacation each year in pay.

Section 24.10. Accumulated vacation time will be paid to an employee upon separation from employment.

ARTICLE 25 **HOLIDAYS**

Section 25.1. All full-time employees shall receive the following paid holidays: NEW YEAR'S DAY; MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY; INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY, and 2 PERSONAL DAYS.

Section 25.2. Employees shall earn eight (8) hours of holiday leave for each of the above-listed holidays. Employees who work one of the following holidays shall be paid two (2) times their regular hourly rate of pay for all hours worked on that holiday, in addition to receiving the eight (8) hours holiday leave referenced above: New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day. Employees who work any of the other listed holidays shall receive their regular rate of pay for all hours worked on the holiday, in addition to receiving eight (8) hours of holiday leave.

Section 25.3. All carryover balances of holiday leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current regular hourly rate. Beginning January 1, 2012, all future grants of holiday leave must be used during the same calendar year in which the holiday occurs, and any unused holiday leave will be bought out by the Employer at the end of that calendar year, except that holiday leave granted for the Thanksgiving and/or Christmas holidays may be carried over into the next calendar year, but must then be used by not later than January 31 or such unused holiday leave will be bought out by the Employer as of that date.

Section 25.4. The day after Thanksgiving may be granted as a vacation day with the approval of the Service Director/Highway Superintendent.

ARTICLE 26 **SICK LEAVE**

Section 26.1. Usage. Bargaining unit members may use sick leave upon approval of the Employer for: (a) illness, injury, or disability of an employee or a member of the employee's immediate family when the employee's presence is reasonably necessary; (b) exposure by the

employee to a contagious disease communicable to other employees; (c) medical, dental, or optical examination or treatment of an employee or a member of the immediate family when the employee's presence is reasonably necessary; or (d) pregnancy and/or childbirth and related conditions of an employee or an employee's spouse.

Section 26.2. Accumulation/Incentive Leave. All full-time employees shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month and may accumulate such sick leave up to 1,600 hours; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

Section 26.3. Notice. An employee who is to be absent on sick leave shall notify the Service Director/Township Highway Superintendent of such absence, the reason for such absence, and the expected length of such absence before the start of his/her work shift, except in case of an emergency. If sick leave continues past the first day, the employee shall notify the Service Director/Township Highway Superintendent on every day unless the Service Director/Township Highway Superintendent agrees notification is not necessary.

Section 26.4. Minimum Increments for Use. Sick leave may be used in segments of not less than one (1) hour.

Section 26.5. Documentation/Approval. If medical attention is required or upon returning to work for all sick leave usages of three (3) or more consecutive sick days an employee shall be required to submit a statement from a licensed medical practitioner in order to support a request for sick leave use. In order for the time off work to be charged against accumulated sick leave, the employee shall submit such proof of illness, injury or disability as may be satisfactory to the Service Director/Township Highway Superintendent.

Section 26.6. Abuse/Patterned Absence. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Service Director/Township Highway Superintendent.

Section 26.7. Fitness for Duty Examinations. The Service Director/Township Highway Superintendent may require an employee who has been absent due to personal illness, injury or disability, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health and safety of other employees.

Section 26.8. Immediate Family Defined. When the use of sick leave is due to illness, injury, or disability of a member in the immediate family or for medical, dental, or optical examination or treatment of a member in the immediate family; "immediate family" shall be defined to only include the employee's spouse, children, stepchildren, **legal guardian** or parents.

Section 26.9. Sick Leave Transfer within the Township. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 26.10. Outside Employment. Employees on sick and/or disability leave shall not engage in any outside employment until after returning to work and completing a full work day for the Employer. Violation of this provision will result in unpaid leave status for all days the employee reported off sick while engaging in outside employment and may subject the employee to discipline.

Section 26.11. Sick leave may be used to extend Funeral Leave as provided in Article 27.

Section 26.12. Sick Leave Severance. At the time of retirement from active service with the Township, providing that the employee has completed ten (10) or more years of continuous Copley Township service, the employee may elect, by filing written notice to the Township Fiscal Officer within thirty (30) days prior to the effective date of retirement, to be paid in cash for:

The full value of his/her accumulated sick leave credit not to exceed 600 hours at the employee's current rate of pay.

Such payment shall eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to an employee during his/her lifetime.

Section 26.13. The following sick leave incentives shall be implemented in the first pay check following the earning of such incentives:

<u>Number of Sick Hours Used</u>	<u>Compensatory Hours</u>	<u>Cash Bonus</u>
0 sick hours within half year	20	and \$125.00 bonus
0.1 - 8.0 sick hours within half year	16	and \$100.00 bonus
8.1 – 16.0 sick hours within half year	12	and \$75.00 bonus

In order to qualify for such incentives, an employee must work an entire half year (i.e., January 1-June 30 or July 1-December 31) and be employed in active pay status as a bargaining unit member as of the last day of the half year. These incentives are not subject to proration. In addition, these incentives are not subject to retroactive application.

ARTICLE 27 **FUNERAL LEAVE**

An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family or for bereavement at time of death. The employee shall be entitled to a maximum of four (4) work days for each death in his immediate family. "Immediate family" shall be defined to include the employee's mother, father, spouse, child, stepchild, sibling, parent-in-law, sibling-in-law, grandparents, and grandchild. The funeral leave shall include the date of the funeral and/or the day(s) after death, unless the event occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral/death. An employee may extend funeral leave with the approval of the Service Director/Township Highway Superintendent, with use of sick time. The provisions of Article 29, Section 29.10, shall apply to funeral leave.

ARTICLE 28
JURY DUTY

Any employee shall, if called for Jury Duty, endorse over one's "jury check" or "warrant" for his services on jury duty, and that employee will receive his regular pay. However, should the employee fail to turn over the "pay" for "jury duty" to the Township, as per the above, then that employee will not be compensated for those periods because of absence from work due to jury duty.

ARTICLE 29
UNIFORM ALLOWANCE

Section 29.1. The Employer agrees to maintain and continue the existing policy by providing all uniforms or safety equipment as described per the agreed clothing list set forth in this article for the employees. The cost of uniform items paid for or supplied by the Township may be reported as taxable income if such reporting is required under applicable IRS regulations.

Section 29.2. Clothing and equipment shall be assigned to each employee. The items described below shall be replaced on an as-needed basis, as determined by the Service Director or his designee, if the item is torn, worn out, or leaks. The item to be replaced must be turned in by the employee at the time a replacement is requested.

- A. Gloves;
- B. Insulated Coveralls;
- C. Rubber Boots;
- D. Jackets;
- E. Rain Suits;
- F. Summer Tee Shirts; and
- G. Hooded Sweatshirts.

Section 29.3. All uniforms shall be returned to the Employer upon an employee's voluntary or involuntary termination of employment.

Section 29.4. The Township will pay \$375.00 per employee per year toward the replacement of work socks or work boots/shoes meeting applicable safety standards. This allowance shall be available on January 1, and may be used at any time during the year by the employees.

ARTICLE 30
INSURANCE

Section 30.1. Health Insurance. The Employer shall make available to the employees health insurance. For the year 2015, employees receiving health insurance coverage through the Township shall pay \$67.00/month for family coverage, \$49.00/month for employee and spouse coverage, \$42.00/month for employee and child coverage and \$213.00/month for single coverage. Effective January 1, 2016, employees receiving health insurance coverage through the Township shall pay five percent (5%) of the applicable premium costs for coverage per month. Effective January 1, 2017, employees receiving health insurance coverage through the Township shall pay

seven percent (7%) of the applicable premium costs for coverage per month. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain hospitalization and medical service coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's contribution for in-network deductible for health insurance coverage shall not exceed \$500 single/\$1,000 family in 2011 and thereafter unless agreed to by the Union. The Employer may change insurance carriers and/or plans in order to keep its cost within the 10% maximum. In the event the Township is considering changes in health insurance carriers and/or plans, the Township shall activate the Committee described in Section 30.7.

Section 30.2. Life Insurance. The Employer will provide and pay the full premium on behalf of each full-time employee for term life insurance with a death benefit of \$50,000.00 under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 30.3. Professional Liability Insurance. The Employer will provide and pay the full premium on behalf of each employee liability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 30.4. Disability Insurance. The Employer will provide and pay the full premium on behalf of each employee disability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 30.5. Vision Care Insurance. The Employer and employees shall equally share the premium for an Employee Vision Care Program offered by the Employer. The Employer is authorized to deduct from the employee's wages an amount equal to one-half of the monthly premium for said coverage. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits at comparable premiums. Employee participation shall be optional.

Section 30.6. Dental Insurance. The Employer shall make available to the employees dental insurance. For the year 2015, employees receiving dental insurance coverage through the Township shall pay \$8.00/month for family coverage, \$4.00/month for employee and spouse coverage, \$5.00/month for employee and child coverage and \$2.00/month for single coverage toward the cost of the premium. Effective January 1, 2016, employees receiving dental insurance coverage through the Township shall pay five percent (5%) of the applicable premium costs for coverage per month. Effective January 1, 2017, employees receiving dental insurance coverage through the Township shall pay seven percent (7%) of the applicable premium costs for coverage per month. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain dental coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's dental deductible shall not be greater than in effect at the time of execution of this Agreement provided it is available to the Township within the 10% maximum. The Employer may change insurance carriers and/or plans in order to keep its cost within the ten percent (10%) maximum. In the event the Township is considering changes in

dental insurance carriers and/or plans, the Township shall activate the Committee described in Section 33.7.

Section 30.7. Health Care Review Committee. The bargaining unit agrees to participate in the Township Health Care Review Committee ("Committee"), and designate one representative to be a member of the Committee. Said Committee shall consist of the following individuals and/or representatives: one member designated by each full-time bargaining unit in the Township, each department head or their designee, Township Trustees or their designee, a non-management representative and the Township Fiscal Officer or her designee. The purpose of the Committee is to review health and/or dental care proposals which provide comparable coverage under the current Township plans. The Committee shall have the authority to direct the Township's insurance broker to obtain proposals, and the authority to obtain proposals from other insurance brokers. Further the Committee shall have the authority to decide, by a majority vote, the health and/or dental insurance coverage options available to the Township's full-time employees. In the event that the Committee is unable to decide upon coverage options through majority vote, the Township Trustees will select among the coverage options voted upon to determine the Township's full-time employees' health and/or dental care coverage.

Section 30.8. Miscellaneous. The following are incorporated into this Agreement by reference: (a) the Copley Township Health Insurance Agreement dated February 23, 2005; and (b) Sections 501(6) through 501(9) of Copley Township Policy 501. Effective January 1, 2015, the amounts contributed to employees' Health Reimbursement Arrangements as provided in Policy 501(6) shall be increased to the following amounts:

Single coverage	\$1,000 maximum carry over	\$1,000
Two-person coverage	\$1,250 maximum carry over	\$1,500
Family coverage	\$1,500 maximum carry over	\$2,000

ARTICLE 31
WAGES

Section 31.1. The following pay schedules will be effective for those employees hired after January 1, 2015.

Effective the first full pay following January 1, 2015, bargaining unit members shall receive a two and one-half percent (2.5%) general wage increase and the pay schedule will be as follows:

Classification	Length of Service	Hourly	Bi-Weekly	2015 Base Annual
Laborer - Entry	0-12 Months	\$17.11	\$1,368.56	\$35,582.44
Laborer - Step 1	13-24 Months	\$18.82	\$1,505.41	\$39,140.68
Laborer - Step 2	25-36 Months	\$20.70	\$1,655.95	\$43,054.75
Laborer - Step 3	37-48 Months	\$22.77	\$1,821.55	\$47,360.23
Laborer - Step 4	48 Months +	\$25.53	\$2,042.62	\$53,108.12

Effective the first full pay following January 1, 2016, bargaining unit members shall receive a two percent (2.0%) general wage increase and the pay schedule will be as follows:

Classification	Length of Service	Hourly	Bi-Weekly	2016 Base Annual
Laborer - Entry	0-12 Months	\$17.45	\$1,395.93	\$36,294.09
Laborer - Step 1	13-24 Months	\$19.19	\$1,535.52	\$39,923.50
Laborer - Step 2	25-36 Months	\$21.11	\$1,689.07	\$43,915.85
Laborer - Step 3	37-48 Months	\$23.22	\$1,857.98	\$48,307.43
Laborer - Step 4	48 Months +	\$26.04	\$2,083.47	\$54,170.28

Effective the first full pay following January 1, 2017, bargaining unit members shall receive a two percent (2.0%) general wage increase and the pay schedule will be as follows:

Classification	Length of Service	Hourly	Bi-Weekly	2017 Base Annual
Laborer - Entry	0-12 Months	\$17.80	\$1,423.85	\$37,019.97
Laborer - Step 1	13-24 Months	\$19.58	\$1,566.23	\$40,721.97
Laborer - Step 2	25-36 Months	\$21.54	\$1,722.85	\$44,794.16
Laborer - Step 3	37-48 Months	\$23.69	\$1,895.14	\$49,273.58
Laborer - Step 4	48 Months +	\$26.56	\$2,125.14	\$55,253.69

Section 31.2. All employees will be required to receive their pay by direct deposit.

Section 31.3. Wage Schedule Administration. Employees shall advance through the above listed steps beginning with the first full pay period following their anniversary date of full-time hire as a sworn full-time laborer with Copley Township. Movement between steps in the wage schedule shall only occur while this contract is in effect and shall not occur in subsequent years after the expiration of the Agreement until such time as a new contract is in effect. At the discretion of the Employer, a newly hired employee may be placed at a wage step commensurate with such employee's prior certifiable experience and/or licensure qualifications. The step placement shall be made at the time of original appointment with advancement being made in the same manner as described previously.

Section 31.4. Out-of-Classification Pay. In the absence of both the Service Director/Township Highway Superintendent and Assistant Service Director/Assistant Township Highway Superintendent, the senior Service Department employee on duty shall be the shift supervisor and shall receive shift supervisor compensation of \$1.00 more per hour than that employee's base hourly rate of pay for the time in which that employee functions as shift supervisor, provided that the person designated as shift supervisor must fill the position for a minimum of four (4) consecutive work hours to be eligible for the shift supervisor compensation.

ARTICLE 32
LONGEVITY

Beginning on their fifth year anniversary date of full-time service with the Township and at each anniversary date thereafter while so employed, each bargaining unit member shall receive a \$100.00 longevity payment for each year of full-time service with the Township.

ARTICLE 33
COMMERCIAL DRIVER'S LICENSE

The employees shall at all times possess and maintain a valid, current Commercial Driver's License (CDL) as required to perform the essential duties of the job and the Township shall pay/reimburse the employees for all costs charged by the Ohio Bureau of Motor Vehicles to maintain/renew their CDLs.

ARTICLE 34
FITNESS FOR DUTY

In the event an employee is referred for a mandatory fitness for duty examination and is determined to be unfit to perform the essential functions of his or her duty by a psychologist and/or physician, the employee may be placed on unpaid medical leave status for a period of six (6) months after the exhaustion of all paid leave benefits (i.e., disability leave) or a disability separation initiated. The employee shall have the option to attend the employee's private physician/psychologist at the employee's own expense or as covered by applicable health insurance. The employee's private physician/psychologist may determine that the employee is eligible to return to duty upon written medical documentation provided to the Township. In the event the Township physician/psychologist and the employee's private physician/psychologist disagree, the parties shall mutually select a third neutral physician/psychologist having expertise in occupational medicine to examine the employee. The third physician/psychologist's determination shall be final and binding on the parties and not subject to the grievance procedure.

ARTICLE 35
WORKERS' COMPENSATION

Section 35.1. Salary Continuation for Workplace Injuries. An employee who suffers a compensable workplace injury may, if the Township agrees, and subject to the below-mentioned terms, receive salary continuation with full benefits while on leave (insofar as the employee is considered to be temporarily and totally disabled by the Bureau of Workers' Compensation) in lieu of payment of temporary total disability benefits from the Bureau of Workers' Compensation (BWC) for a maximum period of sixty (60) calendar days from the original date of injury provided that the employee complies with the terms of this Article. Payments for related medical benefits are the responsibility of the BWC.

Section 35.2. Qualifications:

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts

surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident or as soon as practicable given the injury.

2. Furnish the Employer with a signed Copley Township Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits. The injury must be an allowed BWC claim. In no event will compensation commence before paperwork is filed with the BWC. Competent medical proof of disability must be provided via proper documentation. The attending physician must complete the appropriate form in its entirety and affix his/her original signature to the form. The employee must complete a First Report of Injury (FROI) and sign a salary continuation agreement (C-55), authorization to release medical information and election form.
4. Provide a medical certification from a physician on the list of Employer approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.
5. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.
6. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of Workers' Compensation lost time benefits, subject to the following limitations.

Section 35.3. Termination Conditions:

- A. Attending physician releases employee to return to work.
- B. Employee returns to work for another employer.
- C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the employee's treating physician.
- D. Employee fails to appear for employer-sponsored medical examination.
- E. Employee has reached maximum medical recovery and/or the condition has become permanent.
- F. Regardless of the above conditions of termination, management may, at its sole discretion, terminate injury leave benefits at any time if disability exceeds sixty (60) calendar days

from the original date of injury. In the event the Employer terminates an employee's salary continuation, the employee may apply for BWC benefits.

- G. The claim is found to be fraudulent after payment has commenced.
- H. The employee attempts to collect both wage continuation and temporary total compensation; and
- I. Employment is terminated.

Section 35.4. Rate Reduction Programs. The Township may enroll in any rate reduction/cost savings program, incentive, etc. authorized by the BWC with the goal of achieving the greatest amount of premium/cost savings for which the Township is eligible.

- A. The provisions of the BWC rate reduction program shall be in addition to Article 22 of this Agreement to the extent any requirements of the program conflict with Article 22 and are necessary for the Township to enroll in the BWC Drug Free Workplace Program with the greatest amount of premium/cost savings for which the Township is eligible and provided the Township has implemented its requirements under the program.
- B. The Union shall be notified at least ten (10) days before the starting date of the Township's enrollment in any new BWC rate reduction program. If requested by the Union, the Township and Union shall meet to discuss the written policy of the new Bureau of Worker's Compensation rate reduction program.

Section 35.5. Light Duty/Transitional Work after IOD Period. An employee incapable of returning to work beyond the sixty (60) day IOD period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation. Additionally, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty/transitional position may be available. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty may be made to the employee. The light duty position will be compensated at seventy percent (70%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the initial IOD period. This light duty assignment shall end when the employee's physician certifies that he/she is capable of performing the normal duties of the original position.

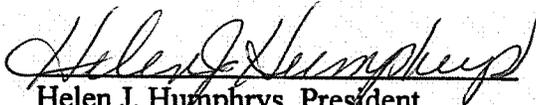
ARTICLE 36 **DURATION**

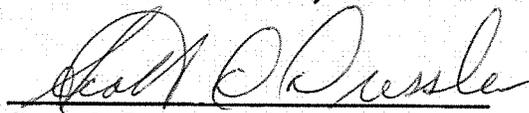
This Agreement shall become effective January 1, 2015, and shall expire December 31, 2017, and shall replace any existing agreements. In the event of an impasse, any dispute will be resolved through the ORC 4117.14 dispute resolution procedure.

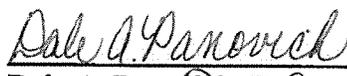
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19th day of August, 2015.

**FOR THE COPLEY TOWNSHIP
BOARD OF TRUSTEES**

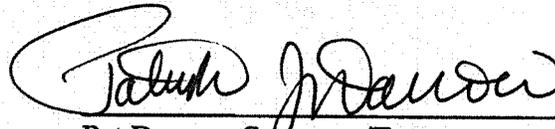

Helen J. Humphrys, President

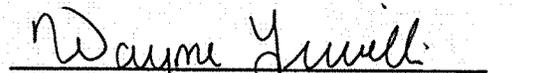

Scott D. Dressler, Vice President


Dale A. Panovich, Trustee


Michael D. Esposito, Chief Negotiator
Clemans, Nelson and Associates, Inc.

FOR THE IBT LOCAL 348


Pat Darrow, Secretary/Treasurer


Wayne Trivelli, Business Representative


Bob Johnson, Union Steward

Approved as to form:

Attorney for Township

SIDE LETTER #1
WAGE SCHEDULE ADMINISTRATION

Section 1. The parties agree that upon execution of this agreement, bargaining unit members hired prior to January 1, 2015, will be placed at the appropriate step of the wage schedule or rate, identified in Article 34, Compensation, as listed below.

	<u>Employee Name</u>	<u>Step</u>
1.	Kevin White	4

Section 2. Step Placement. All bargaining unit members covered by this side letter, notwithstanding the years of service requirement contained in the Article 34, Compensation, shall be placed at Step 4 on the wage schedule and receive the applicable general wage increase and rate associated with that step.