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AGREEMENT

BETWEEN THE

**JACKSON TOWNSHIP
BOARD OF TRUSTEES**

AND

**THE UTILITY WORKERS UNION OF AMERICA,
AFL-CIO LOCAL 568**

**SERB Case No.
2015-MED-04-0421**

**EFFECTIVE July 1, 2015
TO June 30, 2018**

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ARTICLE 1
PURPOSE

Section 1. This agreement is hereby entered into by and between Jackson Township, Stark County, Ohio, hereinafter referred to as the "Employer," and the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the "Union." In an effort to continue harmonious and cooperative relationships with its employees and insure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

- A. To recognize the legitimate interests of the employees and the Employer to participate through collective bargaining in the determination of all terms and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined herein.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to the citizens of Jackson Township, Ohio, and to attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- D. To avoid interruption or interference with the efficient operation of the Employer's business.
- E. To provide a basis for the peaceful and equitable adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer hereby recognizes the Utility Workers Union of America, AFL-CIO, as the sole and exclusive representative for those employees of the Public Works Department in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals, employed permanent full-time in and holding the following classifications:

Highway Division Labor Specialist
Mechanic
Highway Division Secretary/Dispatcher
Park Division Crew Leader

and to exclude the Public Works Director/ Highway Superintendent, Working Foreman, and all other employees of the Board of Trustees of Jackson Township.

Section 2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, temporary, and seasonal employees shall not be included in the bargaining unit.

Section 4. Effective July 1, 2012, all new employees hired by the Township for a Union position shall have a probationary period of seven hundred thirty (730) days. During this seven hundred thirty (730) day probationary period, the new employee may be terminated at the sole discretion of the Employer.

ARTICLE 3 **DUES DEDUCTION/FAIR SHARE FEES**

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the bargaining unit when the employee commences their first full month of employment.

Section 2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will request the Fiscal Officer to deduct dues from the payroll checks for the next pay period following the pay period in which the authorization was received by the Employer and which Union dues are deducted.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues, fair share fees, initiation fees, withholdings or assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions, demands, proceedings, lawsuits or other forms of liability that arise out of or by reason of actions taken or not taken by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon: (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5. The Employer shall not be obligated to make deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to

have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount if the deduction does not exceed a total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 7. The rate at which dues are to be deducted shall be certified to the Fiscal Officer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Fiscal Officer prior to making any changes in an individual's dues deductions.

Section 8. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

Section 9. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement unless the eligible employee notifies the Township Fiscal Officer in writing that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which written dues deduction revocation was received by the Employer. The Employer will notify the Union if a revocation is made.

Section 10. All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination of this Agreement. All dues deductions for any month in which Union members, individually or collectively engaged in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the Employer's option upon written notice by certified mail to the Union.

Section 11. Upon the completion of probation, 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. Fair share fee deductions shall comply with ORC 4117.09. 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.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. The Union shall recognize the right and authority of the Employer to administer the business of the Township and, in addition to other functions and responsibilities which are required by the law. The Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Township, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management and, more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discipline, demote; to discharge for just cause; and to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the Township's goals, objectives, program and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force and the Township's organizational structure;
- E. To determine work schedules and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To maintain the security of records and other pertinent information;
- H. To determine and implement necessary actions in emergency situations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jackson Township. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 (A) of this Article.

ARTICLE 6
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to unlawfully discriminate against any

employee(s) in the administration of this Agreement on the basis of race, color, creed, religion, national origin, age, sex, military status, genetic information, national ancestry, disability or handicap and involvement or non-involvement in the Union in accordance with state, federal and constitutional law.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 1. Purpose. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. The Parties agree that the terms and conditions of this Agreement are binding on both the Employer and the Union.

Section 2. Definitions

- A. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.
- B. For purposes of counting time under this procedure, "days" as used in the procedure shall mean calendar days excluding Saturdays, Sundays, and legal holidays.
- C. All grievances must be processed at the proper step in the order of progression to be considered at the subsequent step.
- D. A "grievant" is an employee or group of employees within the bargaining unit of the Union.

Section 3. Rights of the Grievant and Union

- A. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance.
- B. Any employee may withdraw his/her grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.
- C. All written grievances must be filed on the Grievance Procedure Form attached hereto as Exhibit "A" and contain the following information to be considered:
 - 1. Aggrieved employee's name, address, and signature.

2. Aggrieved employee's classification.
 3. Date grievance was first discussed with Department Head.
 4. Date grievance was filed in writing.
 5. Date when grievant first became aware of grievance.
 6. Person or persons to whom grievance is directed.
 7. Description of incident giving rise to the grievance.
 8. Articles and Sections of Agreement violated.
 9. Remedy sought.
- D. When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, which shall be a Union Steward, to accompany him in Steps 2 and 3 of the grievance procedure.
- E. Before a grievance is taken to arbitration, a majority of the total bargaining unit employees has the option of withdrawing its support for the grievance and the grievance procedure terminates.

Section 4. 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. If the Employer fails to reply within the specified time limit, the grievance shall be considered to have been rejected by default, and the grievant may advance the grievance to the next step in accordance with the applicable time limitations. The time limits specified for either party may be extended only by written mutual agreement.

Section 5. Procedure

- A. **Informal Step:** Within ten (10) days of the time the grievant becomes aware of the alleged grievance, the grievant shall present the grievance in writing on the attached Grievance Procedure Form to the Department Head or his designee. There shall be no Union representative at this informal step. The Department Head or his designee shall provide a written answer to the grievant within ten (10) days after presentation of the grievance.
- B. **Formal Step - Township Trustees:** If the employee and the Department Head or his designee are unable to resolve the alleged grievance at the Informal Step, the employee may process the grievance to Step 2 of this procedure. A copy of the grievance submitted at Step 1 may be filed with the Board of Trustees within five (5) days from the date of rendering of the decision at Step 1. Copies of the written decision shall be submitted

with the appeal. The Board of Trustees shall convene a hearing within thirty (30) days of the receipt of the written grievance. The hearing will be held with the grievant, his Local Grievance Committee representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Board of Trustees shall issue a written decision to the employee and representative within thirty (30) days from the date of the hearing.

- C. Arbitration: If the grievant is not satisfied with the disposition at Step 2, the grievant may, within ten (10) days of the receipt of the written decision at Step 2, request, in writing, that the grievance be submitted to a disinterested third party for arbitration. No later than ten (10) days after such notice is given, representatives of the Employer and the Union shall attempt to mutually agree on an arbitrator who is an Ohio/Pennsylvania resident and National Academy and/or AAA certified. If unable to agree within ten (10) days after the notice to arbitrate is given, the UWUA may refer the grievance to Final and Binding Arbitration by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio/Pennsylvania Resident, National Academy/AAA Certified arbitrators within fourteen (14) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply or default rejection as applicable.

Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be equally split between the parties. The party rejecting the list shall bear the cost of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

The person so selected shall hold the necessary hearings promptly and issue his findings and recommendation in writing within thirty (30) days from the date the record is closed. 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's authority is confined solely to interpreting the specific written terms of this Agreement as they apply to the submitted grievance. The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. If the decision does not wholly affirm the position of either party, the arbitrator shall determine what amount of the payment of the costs of the arbitrator that each party shall be responsible. All other expenses shall be borne by the party incurring them.

ARTICLE 8
REPORTING TO WORK AND LATENESS

Section 1. All employees will be required to clock in and out each time that he/she reports for work. Everyone is required to punch in his/her own time card. Clocking in or clocking out for another employee will be grounds for a three (3) day work suspension for both employees involved. In case the time clock is not functioning properly, only the Department Head shall write in the required time.

Section 2. Employees clocking in late for work shall be penalized by the following schedule:

- A. If the employee clocks in late for work, the employee will not be paid for the time late and will receive a verbal reprimand.
- B. If an employee is late for work a second or other time not covered by paragraphs C through F, the employee will not be paid for the time late and will receive a written reprimand.
- C. Late three (3) times within a thirty (30) calendar day period; three (3) day suspension without pay.
- D. Late four (4) times within a thirty (30) calendar day period; five (5) day suspension without pay.
- E. Late five (5) times within a thirty (30) calendar day period; employee shall be fired.
- F. Three (3) suspensions without pay for lateness in any twelve (12) month period; employee shall be fired.

ARTICLE 9
DISCIPLINARY PROCEDURE

Section 1. The Employer may take corrective action against a non-probationary employee in the bargaining unit for just cause. Except in cases that involve major rule/regulation violations including but not limited to violations of the drug and alcohol policy, discipline will normally be applied in a corrective/progressive manner. Examples of disciplinary action are as follows:

- 1. Verbal warning;
- 2. Written reprimand;
- 3. Suspension Without Pay. At the option of the employee and with the concurrence of the Department Head, accrued vacation or personal leave may be forfeited *equal* to the length of the suspension. (A record of suspension will be maintained.) Approval of the Department Head shall not be unreasonably denied. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct;

4. Discharge.

Section 2. Predisciplinary Conference. Whenever the Employer/designee determines that a non-probationary employee may be disciplined for just cause that could result in suspension or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the conference, the employee shall be given written notice of the charges, a brief explanation of the facts underlying the allegations, and what form of discipline may be imposed. The predisciplinary conference shall be completed within thirty (30) calendar days from the date the written notice of charges are given to the employee. Any discipline that is administered following the conference shall be issued within ninety (90) calendar days from the date of Employer/designee's report.

The Employer/designee will conduct the predisciplinary conference. At the predisciplinary conference, the employee may choose to:

1. Appear at the conference to present oral or written statements in his/her defense.
2. Appear at the conference with an employee or non-employee representative of the Union to present oral or written statements in his/her defense.

Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect and pursue one of these options will be deemed a waiver of the employee's right to a predisciplinary conference.

During the conference, the employee will be asked to respond to allegations of misconduct and may present evidence, testimony or witnesses in his/her defense. The employee shall provide a list of witnesses, and the name of his/her representative, if any, to the Employer/designee as far in advance as possible, but no later than twenty-four (24) hours prior to the conference. It is the employee's responsibility to notify witnesses that he/she desires their attendance at the hearing.

The employee and/or his/her representative will be permitted to question all witnesses appearing at the conference. Following the conference, the Employer/designee shall issue in writing his/her recommendations regarding the allegations against the employee and will provide the employee and employee representative with a copy.

Section 3. Disciplinary Appeals. Disciplinary action involving a loss of pay of more than sixteen (16) hours may be appealed through the grievance and arbitration procedure. Disciplinary actions involving a loss in pay of sixteen (16) hours or less shall be appealable through the grievance procedure, but are not eligible for arbitration. The employee must file appealable disciplinary actions at the formal step of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline.

Section 4. Statutory Preemption. The provisions and procedures contained in this Article involving discipline decisions covered by this Article are in lieu of any statutory rights provided to the employee under Ohio Revised Code, or otherwise provided by law.

Section 5. Disciplinary Records. Records of suspensions of sixteen (16) hours or less shall cease to have force and effect for purposes of progressive discipline after twenty-four (24) months provided that there has been no intervening disciplinary action.

ARTICLE 10 **REPORTING DAMAGE TO TOWNSHIP EQUIPMENT**

Section 1. Any damage that occurs to Township equipment or property that is witnessed by an employee must be reported to the Department Head immediately after the occurrence. If the Department Head is not available, the employee must immediately report the occurrence to the Highway Foreman. Failure to do so is grounds for discipline as provided for in Article 9 of this Agreement.

ARTICLE 11 **HOLIDAY PAY**

Section 1. Recognized Holidays. Full-time employees shall receive the following paid holidays for the days designated:

New Year's Day, the first day of January;
Martin Luther King Jr. Day, the third Monday in January;
Presidents Day, the third Monday in February;
Memorial Day, the last Monday in May;
Independence Day, the fourth day of July;
Labor Day, the first Monday in September;
Columbus Day, the second Monday in October;
Veterans' Day, the eleventh day of November;
Thanksgiving Day, the fourth Thursday in November;
Day after Thanksgiving;
Christmas Day, the twenty-fifth day of December.

Section 2. Observing Holidays. If any day designated as a paid holiday falls on Sunday, the next succeeding day (Monday) is the paid holiday. If any day designated as a paid holiday falls on a Saturday, the preceding day (Friday) is the paid holiday.

Section 3. Rate of Pay for Holiday Work. In addition to receiving holiday pay under section 1, a bargaining unit member who is required to work on a designated holiday shall receive pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked on the designated holiday that falls in a particular pay period. Holiday pay hours are not contemplated by the overtime provision contained in Article 15 of this Agreement.

Section 4. Holiday Pay Eligibility. A bargaining unit member will not be entitled to holiday pay for a designated holiday if the bargaining unit member reports off sick on the last regularly

scheduled shift before, day of, or the first regularly scheduled shift after the designated holiday. If, however, an employee reports to work on the designated holiday, he shall not be penalized under this section for reporting off the last regularly scheduled shift before or first regularly scheduled shift after the designated holiday.

ARTICLE 12
VACATION PAY

Section 1. Accrual. All full-time employees shall accrue vacation while on active pay status as defined herein in the following manner:

<u>Length of Service</u>	<u>Period of Vacation Per Pay</u>
Less than 1 year	None
After 1 year	3.08 hours (2 weeks)
After 5 years	4.62 hours (3 weeks)
After 10 years	6.15 hours (4 weeks)
After 15 years	7.7 hours (5 weeks)
After 20 years	9.23 hours (6 weeks)

Section 2. Definition of Full-time Status. Full-time employee means employees whose regular hours for the Township total forty (40) hours per week, or who render any other standard of service accepted as full-time by the Employer.

Section 3. Workweek Defined for Vacation Purposes. For the purpose of administering vacations, the workweek shall be Monday through Friday for Highway and Central Vehicle Maintenance employees and Sunday through Saturday for Park Division employees.

Section 4. Crediting Vacation/Carryover/Forfeiture. On the employee's anniversary date, a maximum of two (2) weeks plus one year's worth of earned, unused vacation may be carried over to the next year. At least one (1) week of earned vacation must be taken during the year. Accumulated vacation in excess of the carryover cap will be forfeited.

Section 5. Anniversary Date Calculation. Vacation shall be from anniversary to anniversary each year. Anniversary date shall be the last date of full-time hiring by the Township.

Section 6. Minimum Increments for Use. As requested by the employee vacation shall normally be used in increments of no less than four (4) hours. Vacation approval is subject to the sole and exclusive discretion of the Employer/designee and vacations may be taken in lesser increments if so approved.

Section 7. Requests/Approval. Vacation requests must be approved by the Department Head or designee. Employees must submit vacation request at least twenty-four (24) hours prior to beginning date. Annual vacation will be taken at such time as the employee and the Department Head mutually agree.

Section 8. Annual vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid FMLA, unpaid leave of absence, unpaid military leave, or while working on a part-time basis.

Section 9. An employee may extend vacation with the approval of the Department Head.

Section 10. Vacation Severance Payments. Upon termination of employment from Township service, payment for earned but unused vacation leave shall be made in one lump sum at the employee's current base rate of pay. Payment shall be made within thirty (30) days of the time of termination of employment. Upon death of a full-time employee, one lump sum payment of earned but unused vacation leave shall be paid in accordance with Ohio Revised Code Section 2113.04. Payment shall be made within thirty (30) days of the time it is determined under Ohio Revised Code Section 2113.04 which person will receive payment.

Section 11. Prior Service Credit. It is the intent of the parties to preempt R.C. 9.44. Any employee hired after December 31, 2005, is entitled to have his or her prior service with a township counted as service for the purpose of computing the amount of his or her vacation leave. In order for prior service with a township to count towards service time for vacation leave purposes, the employee must obtain documentation from his prior employer reflecting the amount of hours served and submit such documentation to the Township Fiscal Officer no more than ninety (90) days after hire. If the employee submits the required documentation, the Township shall count the prior service credit for purposes of vacation leave only, and on a pro-rated basis (i.e., 2,080 hours equals one [1] year of service credit).

ARTICLE 13 **SICK LEAVE PAY**

Section 1. Usage. Each full-time employee shall be entitled to sick leave of .06 hours with pay for each regular completed hour of pay on active pay status up to two thousand five hundred (2,500) hours. Employees may use sick leave, upon approval of the Department Head, for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, or injury in the employee's immediate family.

Section 2. Immediate Family Defined. Immediate family is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other person who stands in place of a parent.

Section 3. Accumulation/Incentive. Upon reaching the accumulation of 2,000 hours, the employee shall be permitted to begin to sell back any accumulation beyond that amount at the rate of thirty-five percent (35%) of the value of such time. Upon reaching the accumulation cap of 2,500 hours, the employee shall be permitted to accumulate additional sick leave beyond the cap, which shall be purchased at the end of each year at the rate of thirty-five percent (35%) of the value of such time. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

Section 4. Documentation/Approval. The employee shall submit to the Department Head a satisfactory written, signed statement, on the form supplied by the Employer, to justify the use of sick leave before returning to work. The Department Head may require the employee to furnish a physician's statement related to the illness if absent three (3) or fewer days. An employee absent four (4) consecutive calendar days or more is required to furnish a medical statement and/or a Family Medical Leave certification form from his/her physician or other professional verifying the illness, the employee's inability to perform his/her required duties, and the employee's expected date of recovery.

Section 5. Fitness For Duty Examinations. The Employer may require the employee, at the Employer's expense, to submit to an examination by a physician or other professional designated by the Employer for the purpose of verifying the illness, determining whether the employee is unable to perform his/her required duties, and determining the expected date of recovery. If the employee or the Employer's designated physician or other professional determines that the employee is not experiencing a personal illness or injury, any subsequent absences of the employee will be without pay until the employee submits a physician's or other professional's statement supporting the reasons for the absence(s). Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his or her position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that the physician has concluded the employee is unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separation made. Such action is non-disciplinary in nature.

In the event that an employee applies for PERS disability, the Employer will support such action and provide any PERS requested documentation to support such application.

Section 6. Falsification/Abuse. Falsification of either the signed statement or physician's or other professional's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action as provided for in Article 10.

Section 7. Notification. An employee who is unable to report for work, and who is not on a previously approved leave for vacation, sick leave or approved leave of absence, shall be responsible for notifying the Department Head/designee that he/she will be unable to report for work. The notification must be made at least one (1) hour before the employee's scheduled start time for work unless emergency conditions prevent such notification. Any employee failing to make the required notification will not be paid for that day.

Section 8. Charging of Sick Time on Holidays. Paid holidays falling during a sick leave shall not be charged as sick leave time.

Section 9. It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by the attending physician.

Section 10. The Employer maintains the right to investigate any employee's absence. Attendance records may be reviewed by supervisors each time an employee is absent to determine frequency of absence and if any particular pattern appears evident during the prior twelve-month period.

Section 11. Sick Leave Abuse. Absenteeism is defined as any unauthorized or unexcused absence from scheduled work.

Abuse of sick leave is defined as patterned use of sick leave before or after scheduled days off or patterned use on scheduled working weekends or repeating the same day of the week; use of sick leave on scheduled working holidays; use of sick leave when previously denied scheduled time off; or use of sick leave when ordered to work before or after the scheduled work days.

Excessive use of sick leave is further defined as using sick leave in excess of sixty five (65) hours in any twelve (12) month period, except funeral leave, Maternity/Paternity leave, workers' compensation leave, or family medical leave, shall not be included in the sixty-five (65) hours calculation.

Employees who are tardy, leave their assignment early, or any employee who fails to report to work because of absenteeism, abuse, or excessive use of sick leave may be subject to discipline.

Section 12. An employee who fails to comply with any of the provisions of this policy shall not be allowed to use sick leave for time absent from work under such non-compliance.

Section 13. Records of Sick Leave Usage/Posting. Sick leave days for all employees shall be posted at least quarterly and when possible, shall be recorded on the employee's pay stubs once each month.

Section 14. Sick Leave Conversion Upon Service or Disability Retirement. An employee, at the time of service or disability retirement from active service with Jackson Township, shall be paid in cash for the value of accrued unused sick leave credit at the employee's base pay rate as follows:

<u>Percentage</u>	<u>Accumulation</u>
25%	0-1,000 hours
30%	1,001-1,500 hours
35%	1,501-2,000 hours
40%	2,001-2,500 hours

This payment will be made to the employee within thirty (30) days of retirement.

ARTICLE 14 **INJURY LEAVE**

Section 1. Workers' Compensation. When an employee is injured or suffers an occupational disease in the line of duty while actually working for the employer, the

employee will be entitled to injury leave pay for forty (40) work days within the one (1) year period from the original date of the injury provided that the employee complies with the terms of this article. The employee must file for Workers' Compensation to be eligible for injury leave pay. The employee shall also be subject to the Workers' Compensation requirements regarding light duty and/or transitional work programs. The employee shall receive their regular pay (including pension contributions) during injury leave and shall sign over any and all payment for temporary total disability to the Township.

If the Employer and employee agree, the employee may participate in a workers' compensation wage continuation program. Under this program, the employee will be paid his or her present hourly rate with applicable federal, state, and local withholdings. In order to be eligible for this salary continuation, the employee must file for and be eligible to receive Workers' Compensation.

Section 2. Qualifications.

- A. 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 Injury Leave within twenty-four (24) hours of the incident.
- B. Furnish the Employer with a signed Authorization(s) to Release Medical Information relevant to the claim.
- C. File for Workers' 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) if applicable, authorization to release medical information and election form.
- D. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
- E. 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.
- F. 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 Injury Leave entitlement.

Section 3. Discontinuation of Benefits. All entitlements and benefits described herein will be discontinued upon any one or more of the following:

- A. 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, if the work-related injury exceeds the Injury Leave period, management will evaluate the circumstances of the case and may, at its sole discretion, continue salary continuation or terminate injury leave 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 4. Physician Examination. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this section.

Section 5. Light Duty/Transitional Assignments during Injury Leave. A member who is not physically capable of performing full duty, with approval of an Employer-appointed physician and the Department Head/designee, may be assigned to light/transitional duty tasks on a temporary basis. Employees are required to participate fully in any approved light/transitional duty assignments. Decisions by the Department Head/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

Section 6. Light Duty/Transitional Work after Injury Leave Period. An employee incapable of returning to work beyond the Injury Leave 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 determines 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 or she 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 work after the initial Injury Leave period.

ARTICLE 15 **HOURS OF WORK/OVERTIME**

Section 1. Hours of Work/Overtime. The work week for employees shall constitute forty (40) hours per week to be performed from 12:00 a.m. Saturday to 11:59 p.m. Friday. A work day shall be eight (8) hours in a twenty-four hour period. All employees shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for any hours worked required in excess of the above designated work week. For the purposes of calculating overtime eligibility, all hours paid, except for sick leave, shall be considered as hours worked.

Section 2. Breaks. Each employee is entitled to one (1) ten-minute coffee break.

Section 3. Call-in Minimum. When an employee is called while off duty and responds for work or when he is scheduled to work on days other than his normal work schedule, he shall be assigned at least two (2) hours of work. If two (2) hours are not available, or if the Employer otherwise determines that the employee's work should not continue, the Employer may excuse him or her from duty and pay a minimum of two (2) hours at the applicable overtime rate. Where the employee is called in with less than two (2) hours remaining prior to their scheduled start time, the employee shall receive the actual time worked at the applicable rate.

Section 4. Overtime Rotation. Where the Employer determines that such is necessary, overtime work shall be offered by a rotating list in each job classification.

ARTICLE 16 **LONGEVITY PAY**

Section 1. All employees shall receive longevity payments after completion of the required length of continuous full-time service pursuant to the following schedule:

- A. After five (5) - nine (9) years; two percent (2%) additional over regular hourly rate.
- B. After nine (9) years and thereafter; four percent (4%) additional over regular hourly rate.

Section 2. Longevity payments will be made in one lump sum payment, in one separate check, to be included in the second pay in November.

ARTICLE 17 **ASSIGNMENT TO RESPONSIBILITIES OF WORKING FOREMAN**

An employee who is temporarily assigned the responsibilities of the Working Foreman or Park Foreman by the Department Head shall be compensated at the existing hourly rate of the

Working Foreman or Park Foreman for time spent exercising the additional responsibilities of the Working Foreman or Park Foreman.

ARTICLE 18
HEALTH INSURANCE/LIFE INSURANCE

Section 1. Benefits for hospitalization, major medical, vision, dental and prescription drug insurance coverage shall be as set forth in Exhibit B.

Section 2. The Township shall provide all employees in the bargaining unit with a term life insurance policy with a face value of Twenty-Five Thousand Dollars (\$25,000.00) subject to the terms and conditions of the carrier.

ARTICLE 19
EDUCATIONAL REIMBURSEMENT

Section 1. The Employer may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training, provided such education or training is in a field of study related to the employee's job or services performed by the Employer.

Section 2. Reimbursement shall not be granted unless the employee obtains approval from the Employer before incurring such expenses.

Section 3. An employee shall not be entitled to reimbursement for education or training expenses unless he successfully completes the course of study and presents evidence of a passing grade or certification. Passing grade is equal to a C or better or an equivalent certification.

Section 4. Any employee who receives a reimbursement for educational and/or training expenses shall be required to repay the Employer if the employee terminates his employment with the Employer within a two (2) year period following the issuance of the reimbursement. The Employer shall be authorized to deduct the amount of the reimbursed expenses from the employee's final paycheck.

ARTICLE 20
UNIFORMS & TOOLS

Section 1. Uniforms/Uniform Allowance. The Employer will furnish work gloves and boots. A uniform allowance of five hundred dollars (\$500.00) per year shall be provided to each bargaining unit employee. Such allowance is to allow for the purchase of uniforms that will be cleaned by the Employer.

Section 2. Mechanic/Tool Allowance. This section applies only to employees in the mechanic classification. Employees in the mechanic classification shall receive an annual hand tool allowance credit in the amount of four hundred dollars (\$400.00). The hand tool allowance shall take the form of an account to be maintained by the Employer where the mechanic will make a request to the Employer to purchase hand tools. If the Employer approves the request, the

employee can purchase the item under a blanket purchase order. The Employer shall apply the invoice amount to the mechanic's hand tool allowance credit. The Employer shall provide insurance for or otherwise be responsible for the loss, due to theft, vandalism, explosion, fire or natural disaster, of hand tools personally owned by a mechanic while being kept on the Employer's premises.

ARTICLE 21
LICENSURE/TRAINING COSTS

Section 1. CDL Examination/Licensure Costs. The Employer shall pay for physical examinations required for Commercial Driver's Licenses (CDL) to be performed by a physician(s) selected by the Employer. The Employer shall also pay the difference between the cost of a CDL and a personal driver's license.

Section 2. Mandatory Training/Licensure Costs. The Employer shall pay the cost for any licenses, training classes, or seminars an employee is required to attend.

ARTICLE 22
COMPENSATION

Section 1. Effective the first pay period following 7/1/2015, increases in compensation shall be as follows:

A. During the term of the agreement, bargaining unit members in the Highway Labor Specialist, Mechanic, and Park Crew Leader classifications shall receive general wage increases as follows:

Effective the first full pay following 7/1/2015 2.0%;

Effective the first full pay following 7/1/2016 2.0%;

Effective the first full pay following 7/1/2017 2.0%.

B. During the term of the agreement, the rate of pay for the Highway Department Secretary/Dispatcher classification shall remain unchanged.

Effective the first full pay following 7/1/2016 – equivalent of a lump sum payment equal to two percent (2%) of the employee's base hourly rate times the employee's base annual work hours (e.g., \$19.23 x 2% x 2080);

Effective the first full pay following 7/1/2017 – equivalent of a lump sum payment equal to two percent (2%) of the employee's base hourly rate times the employee's base annual work hours (e.g., \$19.23 x 2% x 2080).

C. During the term of the Agreement, the rates of pay based on the above listed increases and compensation levels are as follows:

Effective First Full Pay following 7/1/2015		Step 1	Step 2	Step 3	Step 4	Step 5
Classification	Entry	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
Highway Labor Specialist	\$15.7590	\$17.9520	\$19.7370	\$20.6346	\$21.4812	\$22.3788
Mechanic	\$15.7590	\$17.9520	\$19.7370	\$20.6346	\$21.4812	\$22.3788
Highway Department Secretary/Dispatcher	\$15.1100	\$15.7700	\$16.6200	\$17.7200	\$18.3200	\$19.2300
Park Department Crew Leader	\$14.3412	\$15.0960	\$15.8610	\$16.6158	\$17.1360	\$18.1050

Effective First Full Pay following 7/1/2016		Step 1	Step 2	Step 3	Step 4	Step 5
Classification	Entry	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
Highway Labor Specialist	\$16.0742	\$18.3110	\$20.1317	\$21.0473	\$21.9108	\$22.8264
Mechanic	\$16.0742	\$18.3110	\$20.1317	\$21.0473	\$21.9108	\$22.8264
Highway Department Secretary/Dispatcher	\$15.1100	\$15.7700	\$16.6200	\$17.7200	\$18.3200	\$19.2300
Park Department Crew Leader	\$14.6280	\$15.3979	\$16.1782	\$16.9481	\$17.4787	\$18.4671

Effective First Full Pay following 7/1/2017		Step 1	Step 2	Step 3	Step 4	Step 5
Classification	Entry	After 1 year	After 2 years	After 3 years	After 4 years	After 5 yrs.
Highway Labor Specialist	\$16.3957	\$18.6773	\$20.5344	\$21.4682	\$22.3490	\$23.2829
Mechanic	\$16.3957	\$18.6773	\$20.5344	\$21.4682	\$22.3490	\$23.2829
Highway Department Secretary/Dispatcher	\$15.1100	\$15.7700	\$16.6200	\$17.7200	\$18.3200	\$19.2300
Park Department Crew Leader	\$14.9206	\$15.7059	\$16.5018	\$17.2871	\$17.8283	\$18.8364

Section 2. PERS Pickup. The Employer shall continue to pay the employee's present eight and one-half percent (8.5%) contribution to the Public Employees Retirement System during the term of this contract. Employees hired after July 1, 2009, shall be solely responsible for payment of the employee's contribution to PERS.

Section 3. Advanced Placement on Scale. At the discretion of the Employer, a newly or recently hired employee may be placed at or elevated to a wage step commensurate with such employee's prior certifiable experience, special skills, and/or licensure qualifications. The step placement and/or advancement shall be made at the sole and exclusive discretion of the Employer and is not subject to the grievance procedure or any other avenue of appeal. However, the Employer agrees that it will not bring in a new hire at the top step of the wage schedule.

ARTICLE 23
SENIORITY

Section 1. Definitions. Seniority shall be defined as follows:

- A. **Total Seniority.** Total seniority shall be defined as an employee's uninterrupted length of full time continuous employment with the Township.
- B. **Classification Seniority.** Classification seniority shall be defined as an employee's total length of uninterrupted continuous full-time service within a specific job classification covered by the Agreement
- C. **Bargaining Unit Seniority.** Bargaining unit seniority shall be defined as an employee's total length of uninterrupted continuous full-time service in a bargaining unit classification.

Section 2. Breaks in Seniority. An employee's seniority shall be terminated when one or more of the following occur:

- 1. Resignation from employment;
- 2. Discharge in accordance with the procedures set forth in this Agreement;
- 3. Layoff or otherwise fails to perform bargaining unit work for a period of time exceeding two (2) years;
- 4. Employee's retirement;
- 5. The employee refuses a recall or fails to report to work within seven (7) working days from the receipt of the Employer's recall notice;
- 6. Failure to return to work upon the expiration of a leave of absence.

Section 3. The above definitions of seniority are applicable only where seniority is specifically referenced in this Agreement.

ARTICLE 24
LAYOFF PROCEDURE

Section 1. Statutory Preemption. The provisions and procedures contained in this Article involving layoff decisions covered by this Article are in lieu of any statutory rights provided to the employee under Ohio Revised Code, or otherwise provided by law. Any appeal regarding a layoff decision or the procedure for conducting a layoff will be subject to the grievance procedure, and will not be the subject of any statutory or common law appeal.

Section 2. Notice. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in operations of the Employer requires a reduction in force (i.e., layoff, job

abolishment, hour reduction, furlough, etc.), the Employer shall notify the affected employees, in writing, at least fourteen (14) calendar days in advance of the effective date of the reduction. The Employer, upon written request from the Union, agrees to discuss with the representatives of the Union the impact of the reduction on the bargaining unit employees and any alternatives to moving forward with the reduction.

Section 3. Procedure. The Employer shall determine in which classification(s) and division(s) layoffs will occur. If initiated, such reduction shall occur by classification seniority within the affected job classification within the affected division. The employee with the least amount of classification seniority within the affected job classification within the affected division shall be laid off first or subject to abolishment. For layoff purposes, within the affected classification within the affected division, the Employer agrees to first layoff all temporary, seasonal, and part-time employees prior to initiating a layoff of regular full-time employees.

Section 4. Recall Lists/Recall Rights. When employees are subject to a layoff, the Township shall create a recall list for each classification within each division. The Township shall recall employees from layoff according to classification seniority, beginning with the most senior employee in the classification within each division and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

Section 5. Notice of Recall. Notice of recall shall be sent to the employee by way of certified mail. The Township shall be deemed to have fulfilled this obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 6. Timeframe to Respond to Recall. A laid off employee shall be given seven (7) calendar days after receipt of notice of recall or ten (10) days after postmark of notice of recall, whichever date occurs first, in which to report for duty, unless a different date for returning to work is specified in the notice or agreed to by the Township and employee. In the event of extenuating circumstances that would prevent the employee from returning within the specified time limit, the Township may grant a reasonable extension. In the event the extenuating circumstance prevents the employee from returning to work, such employee shall be by-passed for recall to the available position, but shall remain on the recall list until the recall rights expire.

Section 7. Voluntary Layoff. When the Township elects to conduct a layoff, employee(s) in the affected classification and division may elect to be placed on voluntary layoff, regardless of their seniority status under the following conditions:

- A. The volunteer(s) with the most seniority shall be laid off first;
- B. Employee(s) who are placed on voluntary layoff may only be recalled to the classification and division from which they are laid off.

Section 8. Notice/Procedure for Furloughs/Workweek Reductions. In the event the Employer determines that a furlough/workweek reduction is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than seven (7) days, of the planned furlough. Such notice will indicate how the furlough/workweek

reduction is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. Furloughs/workweek reductions will be limited to personnel paid out of the fund(s) where the lack of funds exists. The Employer agrees to offer employees the option to voluntarily take unpaid furloughs/workweek reductions prior to implementing any involuntary furlough/workweek reduction. Once the number and extent of involuntary furlough time is determined, employees will be required to schedule their applicable amount of furlough time by bargaining unit seniority, but subject to the approval of and operational needs of the Employer.

ARTICLE 25 **SEVERABILITY**

Section 1. This Agreement is subject to all applicable Federal and State laws or judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 26 **FAMILY MEDICAL LEAVE**

Section 1. The Employer agrees to comply with applicable provisions of the Family and Medical Leave Act. If applicable, family and medical leave shall be granted/charged in accordance with Township policy.

Section 2. Substitution of Paid Leave. The employee will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12) week period. The employee shall notify the personnel office what order he or she wishes to utilize the designated leave. If the employee fails to notify the personnel office, the accumulated leaves shall be utilized in the following order: sick leave, if applicable, vacation leave, and personal leave. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits such as sick leave, vacation accrual or payment for holidays while on unpaid family medical leave, except that such time shall count towards seniority.

ARTICLE 27 **FUNERAL LEAVE**

A bargaining unit member shall be granted time off with pay (not to be deducted from the bargaining unit member's sick leave) for the purpose of attending the funeral of the following listed persons. The bargaining unit member shall be entitled to a maximum of five (5) consecutive workdays in the event of the death of his mother, father, brother, sister, spouse, children for which the member has legal responsibility, or grandchildren, one of which must include the day of the funeral. The bargaining unit member shall be entitled to a maximum of

three (3) consecutive workdays in the event of the death of his spouse's parents, daughter-in-law or son-in-law, one of which must include the day of the funeral. The bargaining unit member shall be entitled to a maximum of two (2) consecutive workdays in the event of the death of his first aunt, first uncle, grandparents, brother-in-law or sister-in-law, niece, or nephew, one of which must include the day of the funeral. The employee shall be entitled to a maximum of one (1) workday in the event of the death of his first cousins or his spouse's grandparents which must be the day of the funeral.

ARTICLE 28 **PERSONAL LEAVE**

Section 1. An employee shall be eligible for two (2) personal days per year with the approval of the supervisor.

Section 2. Usage. All personal days can be used without restriction, however, personal leave may only be used in minimum increments of one-half (1/2) hour.

Section 3. No Carryover of Personal Leave. Unused personal leave shall not be carried over to the following year.

Section 4. Notification of Personal Leave Use. The employee shall notify the Employer at least twenty-four (24) hours in advance of such leave except in cases of personal or family emergency, in which case the employee shall notify the Employer as far in advance of his scheduled shift as possible.

Section 5. Proration. Any employee hired prior to June 30 will receive two (2) full personal days and any employee hired on or after July 1 will receive one (1) full personal day in the first year of employment.

ARTICLE 29 **VACANCIES**

Section 1. Where there is a vacancy in an existing job within the bargaining unit, and the Employer determines that such vacancy should be filled, or a new job is created within the bargaining unit, employees desiring to bid on such job may do so, prior to the consideration of external applicants, as follows:

Section 2. Notice/Posting Contents. Notice of vacancy or new job shall be posted on designated bulletin boards for ten (10) calendar days from the date the job opening has been posted. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, department, and duties of said position.

Section 3. Application Period. During the submission period, employees who have successfully completed their probationary period who wish to apply for a posted opening may do so by submitting a bid application. The bid application must be in writing, signed by the employee, dated and submitted to the Administrator's Office. Forms used for this purpose shall be provided by the Employer.

Section 4. Evaluation of Applicants. The Employer will evaluate the job applicants in the following categories to determine if the applicants meet the job qualifications: knowledge, skills, and abilities, past work record, and seniority. This may include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer, at its sole and exclusive discretion, may select the employee that it determines to be the most qualified after taking into consideration the relative skills and abilities of all bidders with respect to the requirements of the open position or expand the process to include outside candidates. The Employer, at its sole and exclusive discretion, may also determine that it will not fill the position internally.

Section 5. External Applicants. At any point in the hiring process, the Employer may expand its review and process to include external candidates, and in doing so, the Employer may determine that it wishes to fill a position externally. Nothing herein shall be considered as prohibiting the Employer from taking such action.

ARTICLE 30 **JURY DUTY**

Section 1. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any work related court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer. All members called to serve as jurors shall notify their Department Head upon receipt of the Court subpoena or notice. Employees released from jury duty or their subpoenaed appearance prior to 3:30 p.m. shall report by telephone to their Department Head of their release for possible assignment to duty.

Section 2. Employees shall not be entitled to paid court leave as set forth herein when appearing in court for criminal or civil cases, when the case is being heard in connection with the employees' personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay unless the employee requests the use of vacation, or personal leave to be scheduled as provided for under the respective articles.

ARTICLE 31 **DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective July 1, 2015, and shall remain in full force and effect until June 30, 2018, unless otherwise terminated as provided herein.

Section 2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt.

Section 3. The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived

at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both Parties at the time they negotiated or signed this Agreement.

Section 4. This Agreement constitutes the entire Agreement between the Parties, and all other agreements either written or oral are hereby canceled.

ARTICLE 32
WAIVER IN CASE OF EMERGENCY

Section 1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Employer, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

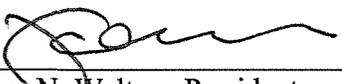
- A. Time limits for Employer's or the Union's replies on grievances.
- B. All work rules and/or agreements and practices related to the assignment of all employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the Grievance(s)) had properly progressed.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed this 30th day of September, 2015.

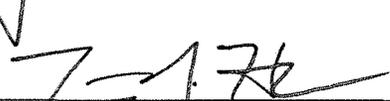
**FOR THE BOARD OF TRUSTEES
OF JACKSON TOWNSHIP,
STARK COUNTY, OHIO**



James N. Walters, President



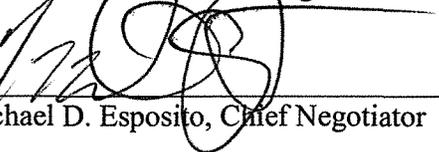
John E. Pizzino, Vice-President



Todd J. Hawke, Trustee

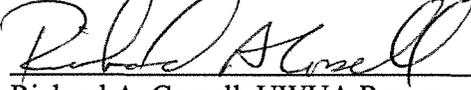


Randy Gonzalez Fiscal Officer

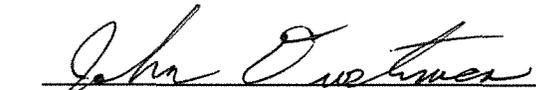


Michael D. Esposito, Chief Negotiator

**FOR THE UTILITY WORKERS
UNION OF AMERICA,
AFL-CIO LOCAL 568**



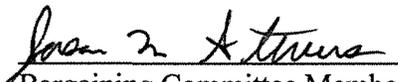
Richard A. Cossell, UWUA Representative



Bargaining Committee Member



Bargaining Committee Member



Bargaining Committee Member

EXHIBIT A
GRIEVANCE FORM

**UTILITY WORKERS
UNION OF AMERICA**
Affiliated with A.F.L.-C.I.O.
LOCAL UNION _____



Date filed _____ Case No. _____
Company _____
City and State _____
Employee's Name _____
Plant or Division _____
Department _____
Number of men involved _____ Date of Grievance _____

WITNESSES	NAME	DEPARTMENT
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Shop Steward or Committeeperson _____
Description of grievance _____

Signature of employee _____

DISPOSITION OF CASE:

(a) Foreman's Name _____ Date _____

(b) Superintendent's Name _____ Date _____

(c) Division Manager's Name _____ Date _____

(d) Company Management-Name _____ Date _____

FINAL DISPOSITION

For the Company _____
For the Union _____

EXHIBIT B
INSURANCE

Section 1. The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of fifteen (15) members. Seven (7) of such members shall be union representatives, one (1) from each of the Township's seven (7) departments that have bargaining units (i.e., police patrol, police sergeants, police lieutenants, fire, fire inspectors, clerical, & public works). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Seven (7) other such members shall be township representatives, and these members shall be appointed by the Board of Trustees. The remaining member shall be mutually selected by the other members of the committee, and shall serve at their pleasure.

Section 2. The Health Care Cost Containment Committee shall meet at least four (4) times a year. The Committee shall select a Chairperson from the members. The Committee shall, at its first meeting, establish rules and regulations for its governance. These rules and regulations shall provide that each of the fifteen (15) members shall have one vote, and that a majority vote will be controlling. These rules also must provide the following:

1. that a reasonable time frame for implementation of the findings of the committee;
2. that a quorum (2/3 of each side) must exist in order to vote;
3. that an agenda package is to be provided to Committee members at least five (5) days prior to any meeting;
4. that any presentation of information will be videotaped;
5. that any vote on benefit level changes will be done at the meeting following the meeting at which the change is proposed;
6. that provisions be made for the substitution of an alternate representative for any such member who may be unable to attend, or that provisions be made for the written submission of a proxy vote;
7. that each representative have the opportunity to use any advisor or consultant it deems necessary;
8. that the Committee will investigate methods to contain the overall cost of health care, including dental, vision and prescription drug costs. The methods investigated may include, but are not limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care);
9. that the final determination as to the method utilized to contain the overall cost of health care shall be vested to and be the sole responsibility of the Committee.

EXHIBIT B
INSURANCE
(Continued)

Section 3. The base for the purpose of determining health care cost economic data shall be as follows:

Base = \$1050.00

Effective January 1, 2016, one thousand seventy-five dollars (\$1,075.00) per employee per month shall be the base amount. Effective January 1, 2017, one thousand one hundred dollars (\$1,100.00) per employee per month shall be the base amount.

Section 4. In the event that overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the Township and the bargaining unit member on a 50-50% basis, respectively up to one hundred twenty-five dollars (\$125.00) per month for the employee with single coverage and one hundred seventy-five dollars (\$175.00) per month for the employee with family coverage for calendar year 2015. Beginning January 1, 2016, the amounts shall be increased to up to one hundred seventy-five dollars (\$175.00) per month for the employee with single coverage and two hundred seventy-five dollars (\$275.00) per month for the employee with family coverage.

Section 5. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under a Section 125 Plan.

EXHIBIT C
DRUG TESTING – PROCEDURES FOR WORKPLACE TESTING
REQUIREMENTS FOR EMPLOYEES

Section 100 Purpose and Scope

This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the Township's drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. Employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgment form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

101 Definitions

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

Drug. The drugs for which tests are required under 49 CFR 40.3 and DOT regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.

Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication; reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion shall be based upon personal observations by a trained supervisor that must be documented in writing at the time of the observation. Reports of drug abuse or abnormal behavior that is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or

EXHIBIT C
DRUG TESTING
(Continued)

methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Township after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

Breath Alcohol Technician (BAT): The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, and make recommendations concerning education, treatment, follow-up testing, and aftercare, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

Refusal to Test: As an employee, you have refused to take a drug or alcohol test if you:

- a. Failed to appear for any test within a reasonable time after being directed to do so by the employer;
- b. Failed to remain at the testing site until the testing process is complete;
- c. Failed to provide a urine specimen for any drug test;
- d. In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of you provision of a specimen;
- e. Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- f. Failed or declined to take an additional drug test the employer or collector has directed you to take;
- g. Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process;

**EXHIBIT C
DRUG TESTING
(Continued)**

- h. Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, failure to follow the observer's instructions to raise or lower clothing and permit the observer to determine if a prosthetic or other device that could be used to interfere with the collection process is present);
- i. Provide a verified adulterated or substituted drug test.
- j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- k. Refuse to provide sufficient amount of breath.

102 Tests; Other Requirements

This policy covers the following types of tests:

- a. Pre-employment
- b. Random
- c. Reasonable suspicion
- d. Post-accident
- e. Return to Duty
- f. Follow up Testing

No alcohol may be consumed within four hours of performing the employee's duties.

103 Random Testing

A percentage equal to 50 percent of our covered positions shall be tested for drugs, and a percentage equal to 10% percent of our covered positions shall be tested for alcohol annually. Random drug and alcohol testing applies to all safety sensitive employees.

Regulations:

- a. An employee who works in a covered position shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.
- b. The Township shall administer drug tests equal to 50 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two (2) years according to federal regulations.

**EXHIBIT C
DRUG TESTING
(Continued)**

- c. The Township must administer alcohol tests equal to 10 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to federal regulations.
- d. Each employee who works in a covered position shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
- e. An employee shall be selected for drug and alcohol testing by a computer software program. This selection process will be accomplished by the drug testing facility.
- f. The random drug and alcohol testing shall be spread through the twelve month period. The random selections should be done quarterly. The selection will occur, by the testing facility at a different time each quarter to insure against predictable selection dates.
- g. The Township shall submit a list of employees to the testing facility subject to random testing. This list shall include the employee's name, driver's license number, and their assigned random drug and alcohol identification number.
- h. The Township will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing facility.
- i. If the test results are verified positive, the MRO will not notify the Township's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be immediately removed from his/her position and placed on administrative leave with pay. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO, must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation option set forth in this policy, the driver or the Union shall reimburse the Township for the cost of the confirmation test before entering the rehabilitation program. If the employee requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee will be placed on administrative leave with pay once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. Any employee testing positive for drugs or alcohol in any DOT drug test shall be disciplined according to Section 107 with the opportunity for rehabilitation and consultation.

**EXHIBIT C
DRUG TESTING
(Continued)**

104 Post Accident

If an employee operating a Jackson Township vehicle is involved in: (a) an accident where a fatality occurs; (b) an accident in which an injury is treated; or (c) an accident in which a vehicle is required to be towed from the scene; the driver shall as soon as practicable be tested for alcohol and controlled substances. In less severe types of accidents, an employee may be requested to be tested for alcohol and controlled substances depending upon the individual circumstances.

All employees who are responsible for an accident/injury in the work place that causes an injury to himself or to others requiring medical attention may be subject to Post Accident Testing. The Township can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post accident test shall be made by the employee's Department Head provided that he was not involved in the accident. If the Department Head was involved in the accident, the Administrator/designee will make this decision. The determination shall be based on the best information available at the time.

An alcohol test should be administered within two (2) hours following the accident and the Township shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The urine sample for a post-accident drug test shall be collected as soon as possible and the Township shall cease attempts to administer a post-accident drug test thirty-two (32) hours following the accident. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The employee shall not ingest any alcohol nor drugs until testing has been completed.

Implementation Procedures

- a. Any driver involved in a reportable accident as defined by this policy, shall notify the Employee's Department Head at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him.
- b. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Township any information necessary to indicate the presence of any controlled substance or alcohol in his system.

**EXHIBIT C
DRUG TESTING
(Continued)**

- c. The Department Head will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgement form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

The Township shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident, and state whether testing is/is not required. This Accident Report Form will be kept in the Administrator's office. The Township shall retain a copy of the results from the MRO. The Township shall retain a copy of the letter from an employee requesting a retest of the original sample.

105 Procedures for Reasonable Suspicion Testing

Reasonable suspicion testing shall be required when a trained supervisor suspects that an employee is under the influence of a prohibited substance. Reasonable cause test referrals shall be based on contemporaneous, specific, objective facts, circumstances, or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor who is trained in the detection of prohibited substances use under this program policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled, or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while off duty must:

- a. Prohibit the employee from working or continuing to work.
- b. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Township for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

**EXHIBIT C
DRUG TESTING
(Continued)**

- c. Prepare appropriate documentation and take appropriate disciplinary action.
- d. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.
- e. The Supervisor shall call the Administrator. If unavailable, he shall call the Law Director.
- f. The Supervisor shall call a Union representative.
- g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.
- h. The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.
- i. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it's substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:
 - Being continually late for work, especially after a day missed day. Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.
 - Getting traffic tickets or warnings for speeding, reckless driving, driving under the influence, etc.
 - Displaying abrupt mood swings or unexplained, inconsistent changes in mood or energy level as the day goes on.
 - Missing appointments.
 - Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.

**EXHIBIT C
DRUG TESTING
(Continued)**

- Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.
- Disappearing at times throughout the day and not being able to account for those times.
- Becoming isolated from other workers or any other change in relationships with coworkers.
- Being unable to get along with coworkers or, in a previously friendly person, avoiding others.

Although these are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has a remote possibility of endangering the employee, coworkers, and/or clients or any situation that an employee is not working responsibly.

106 Testing Procedures

The following test procedure shall apply to all employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Township with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Township for his/her time.
- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.
- d. The testing shall be done by a laboratory certified by HHS under the National Laboratory Certification Program.
- e. The Union and the Township may choose the laboratory to be utilized for toxicology testing on a yearly basis.

**EXHIBIT C
DRUG TESTING
(Continued)**

- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. NOTE: These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

<u>Drug</u>	<u>Screening Test</u>	<u>Confirmation</u>	
<u>Initial test analyte</u>	<u>Initial test cutoff concentration</u>	<u>Confirmatory test analyte</u>	<u>Confirmatory test cutoff concentration</u>
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine²	2000 ng/mL	Codeine Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines³ AMP/MAMP⁴	500 ng/mL	Amphetamine Methamphetamine ⁵	250 ng/mL 250 ng/mL
MDMA⁶	500 ng/mL	MDMA MDA ⁷ MDEA ⁸	250 ng/mL 250 ng/mL 250 ng/mL
Alcohol	.04 Breath .02 - .039 Breath will be removed from Driving for 24 hours		

- g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

**EXHIBIT C
DRUG TESTING
(Continued)**

- h. Not by way of limitation, the Township will direct an immediate collection of a urine specimen under direct observation without notice to employee only upon the following:
- (1) The laboratory reported to the MRO that a specimen was invalid and the MRO reports that there is no adequate medical explanation for the result; or
 - (2) The MRO reports the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or
 - (3) The laboratory reported to the MRO that the specimen was negative dilute with Creatine concentration greater than or equal to 2 mg/dl but less than or equal to 5 mg/dl, and the MRO reported the specimen as negative dilute and requested a second collection under direct observation; or
 - (4) When the test is a return-to-duty test or a follow-up test.
- i. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Township's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation option set forth in this policy, the employee or the Union shall reimburse the Township for the cost of the confirmation test before entering the rehabilitation program. If an employee requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee will be placed upon paid leave of absence once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. During such leave the employee shall be paid from his available sick leave or other paid leave and if none is available such leave will be unpaid. All test results are to be reviewed by the MRO before being released.
- j. Breath alcohol testing for operators, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .0399, the operator shall not be permitted to operate a Township vehicle for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

EXHIBIT C
DRUG TESTING
(Continued)

In the event the BAT informs the Township that the employee has not provided a sufficient amount of breath, the employee shall, within 5 days, obtain an evaluation from a licensed physician to determine whether or not there is a valid medical explanation for the failure to provide sufficient breath.

107 Test Results; Discipline

All test results shall be treated as confidential medical records if and when permitted by law.

If the results of the tests administered by the Township on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may only be administered after the following procedure has been followed. A refusal to test shall be subject to appropriate disciplinary action.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program as defined by the SAP. No employee may return to work until complying with all recommendations of the SAP. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Township. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow all recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first

**EXHIBIT C
DRUG TESTING
(Continued)**

twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional two (2) years. Neither the employee, Township or Union may request a second SAP evaluation.

108 Voluntary Assistance

Employees who voluntarily admit to alcohol misuse or controlled substance use can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. A voluntary admission does not include an employee who only voluntarily admits in order to avoid testing under this policy. Rehabilitation leave is subject to reasonable limitation and the Township's insurance policy.

109 Supervisor Training

Supervisors shall be trained:

- a. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- b. To effectively and appropriately intervene in reasonable suspicion instances.
- c. To identify basic categories of drugs and their effects.
- d. To understand the methods of the Township's drug and alcohol testing procedures.
- e. To effectively and appropriately document reasonable suspicion cases.
- f. To implement disciplinary measures appropriately.

200 Drug Testing Facility

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the Township and conforms to Federal regulatory requirement. The procedures and methodology in such testing shall be in accordance with governing Federal regulations, as set forth in Title 49 CFR Part 40, as it may be amended from time to time.

201 Medical Review Officer (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA

**EXHIBIT C
DRUG TESTING
(Continued)**

202 Substance Abuse Professional (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines For Federal Workplace Drug Testing programs issued by SAMHSA

203 Breath Alcohol Technician (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program, as set forth in Title 49 CFR Part 40, as it may be amended from time to time.

204 Approved Laboratories

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

205 Collection Agency

The collection agency shall have qualified collection site personnel and shall follow federal collection procedures, as set forth in Title 49 CFR Part 40, as it may be amended from time to time.

206 Employee Assistance Program

The only obligation the Township has to the employee is that the Township refers the employee to a source for these services. The Township is not responsible for fees, costs, or other obligations arising from the employee assistance program or the SAP.

207 Anti-Drug Program Manager

The Jackson Township Administrator shall be designated as the anti-drug program manager and confidant with Tracy Hogue as alternate. The results of tests shall be passed on to her or her alternate.

301 New Employees

The Township will notify all applicants in writing that passing a drug test for marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines shall be a condition for employment. Upon selection, the candidate will be sent to the collection site for testing. If the candidate does not pass the test, the second desirable candidate will be tested.

**EXHIBIT C
DRUG TESTING
(Continued)**

The Township will contact the prior employers of the candidate to review testing results of the past two (2) years. The candidate must permit this inquiry. If applicable, the employer will review the candidate's compliance with any prior substance abuse professional.

302 Confirmation Test

The Township will hire a candidate only when written confirmation of negative test results has been received by the Township's designated representative from the Medical Review Officer (MRO).

303 Scope

All persons will be tested under this category before they are hired or can be assigned into a covered position.

304 Records

The Township will keep all records as required by State and Federal law. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.

Legal References

Ohio Revised Code Chapter 3719
Federal Controlled Substances Act, 21 U.S.C. 812
Omnibus Transportation Employee's Testing Act of 1991
Department of Transportation Regulations
Jackson Township Employee Handbook\

EXHIBIT D
REQUEST FOR LEAVE FORM

Name: _____ Date _____

Division (circle): Highway Vehicle Maintenance Parks

I hereby apply for _____ hours leave from _____ to _____ incl.

Days off included within the Vacation or Sick Leave _____

Automatic holiday within the Vacation or Sick Leave _____

FOR THE FOLLOWING REASON:

_____ Medical, Dental or Optical examination or treatment

_____ Personal illness or injury

_____ Work-related injury or illness? Yes ___ No ___

 If yes, has BWC paperwork been filed? Yes ___ No ___

_____ Serious illness or injury in immediate family _____ (Relationship)

_____ Funeral _____

Name of Deceased Relationship Date

_____ Leave without pay

_____ Jury Duty Court _____ Date _____

_____ Military: With Pay _____ Without Pay _____

_____ Vacation

_____ Compensatory Time

_____ Personal Leave

_____ Time Clock – No Punch _____

_____ Other: _____

Is this an absence per FMLA? Yes ___ No ___

If yes, please provide the appropriate documentation.

Note: After three days, FMLA may run concurrently with other forms of leave.

I will be available for work if weather requires a call in November 1 thru March 31

(Initial)

I certify that this is a true and complete statement

Signature of Employee _____

SUPERVISOR CERTIFICATION:

_____ Approved

_____ Disapproved

Supervisor

Department Head

EXHIBIT E
REQUEST FOR LEAVE

Name: _____ Date _____
Division _____

I hereby apply for _____ hours leave from _____ to _____ incl.

Days off included within the Vacation or Sick Leave _____
Automatic holiday within the Vacation or Sick Leave _____

FOR THE FOLLOWING REASON:

____ Medical, Dental or Optical examination or treatment
____ Personal illness or injury
____ Work-related injury or illness? Yes ___ No ___
____ If yes, has BWC paperwork been filed? Yes ___ No ___
____ Serious illness or injury in immediate family _____ (Relationship)
____ Funeral _____
____ Name of Deceased _____ Relationship _____ Date _____
____ Leave without pay _____
____ Jury Duty Court _____ Date _____
____ Military: With Pay _____ Without Pay _____
____ Vacation _____
____ Compensatory Time _____
____ Personal Leave _____
____ Time Clock – No Punch _____
____ Other: _____

Is this an absence per FMLA? Yes ___ No ___

If yes, please provide the appropriate documentation.

I certify that this is a true and complete statement.

Signature of Employee

SUPERVISOR CERTIFICATION:

____ Approved
____ Disapproved

Supervisor

SIDE LETTER #1
WAGE EQUITY ADJUSTMENT

The parties agree that prior to the application of the general wage increase in the first year of the Agreement bargaining unit members in the Park Crew Leader classification shall be entitled to a \$0.65 per hour wage equity adjustment to be applied to each bargaining unit member's base hourly rate of pay.

SIDE LETTER #2
HIGHWAY DEPARTMENT SECRETARY/DISPATCHER COMPENSATION

The parties agree that notwithstanding the top rate of pay contained in Article 22 for this classification and the hourly rate freeze during the term of the agreement, the employee currently occupying this job classification (as of September 16, 2017) shall receive general wage increases according to the same schedule as those personnel provided increases under Article 22, Section 1(A). The following schedule shall apply to this employee:

	<u>Increase</u>	<u>Rate</u>
Effective the first full pay following 7/1/2015	2.0%	\$19.6146
Effective the first full pay following 7/1/2016	2.0%	\$20.0069
Effective the first full pay following 7/1/2017	2.0%	\$20.4070

SIDE LETTER #3
VACATION CARRYOVER

Notwithstanding the mandatory usage and carryover limitation contained in Article 13, Vacation, Section 4, the parties agree that any employee who exceeded the maximum carry-over limitation as of August 7, 2015, shall not have such time forfeited and shall be given twelve (12) months from the date of execution of the contract to come into compliance with the contractual limitations on carryover. This waiver and the amounts subject to it covers the following individuals:

1. Michael Schroeder 39.19 hours over maximum
2. Joe Heider 8.64 hours over maximum

SIDE LETTER #4
ONE-TIME SICK LEAVE BUYDOWN

The parties agree that with the establishment of the sick leave cap of 2,500 hours, any employee having more accumulation than the cap shall, within thirty (30) days of execution of the agreement, receive payment for any accumulation in excess of that amount at the rate of fifty percent (50%) of the value of such time at his current rate of pay at the time the payment is made.

MEMORANDUM OF UNDERSTANDING
HOURS OF WORK/OVERTIME

This Memorandum of Understanding is entered into by and between the Jackson Township Board of Trustees ("Employer") and the Utility Workers Union of America, Local 568 ("Union") for the purpose of adjusting Article 15, Hours of Work/Overtime of the current collective bargaining agreement entered into between the Employer and the Union (SERB Case No. 2015-MED-04-0421), effective July 1, 2015 through June 30, 2018.

The parties agree to amend Article 15 of the current agreement as follows:

ARTICLE 15
HOURS OF WORK/OVERTIME

Section 1. Hours of Work/Overtime. The work week for employees shall constitute forty (40) hours per week to be performed from 12:00 a.m. Saturday to 11:59 p.m. Friday. A work day shall be eight (8) hours in a twenty-four hour period. All employees shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for any hours worked required in excess of the above designated work week *or for any work exceeding more than eight (8) hours in a twenty-four (24) hour period.* For the purposes of calculating overtime eligibility, all hours paid, except for sick leave, shall be considered as hours worked.

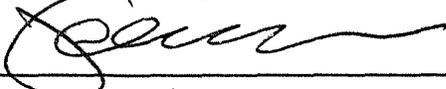
Section 2. Breaks. Each employee is entitled to one (1) ten-minute coffee break.

Section 3. Call-in Minimum. When an employee is called while off duty and responds for work or when he is scheduled to work on days other than his normal work schedule, he shall be assigned at least two (2) hours of work. If two (2) hours are not available, or if the Employer otherwise determines that the employee's work should not continue, the Employer may excuse him or her from duty and pay a minimum of two (2) hours at the applicable overtime rate. Where the employee is called in with less than two (2) hours remaining prior to their scheduled start time, the employee shall receive the actual time worked at the applicable rate.

Section 4. Overtime Rotation. Where the Employer determines that such is necessary, overtime work shall be offered by a rotating list in each job classification.

This Memorandum of Understanding shall be effective upon execution, but subject to ratification by the Township Trustees and the bargaining unit, and shall remain in full force and effect until June 30, 2018.

FOR THE EMPLOYER

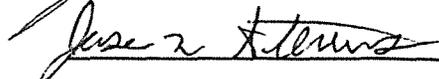


James N. Walters
President, Jackson Township Board
of Trustees

DATE SIGNED 11-19-15

FOR THE UNION





DATE SIGNED 11-20-15

11/19/15

Memorandum of Understanding

Motion to approve the attached Memorandum of Understanding between the Jackson Township Board of Trustees and the Utility Workers Union of America, Local 568, effective July 1, 2015 through June 30, 2018, and to authorize the Board President to sign said Memorandum of Understanding.