

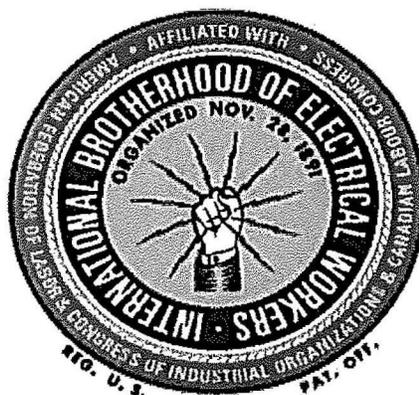


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**LAKE TOWNSHIP
WOOD COUNTY, OHIO
&
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 245**

COLLECTIVE BARGAINING AGREEMENT

**December 3, 2015
THRU
December 3, 2017**



Local 245

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LAKE TOWNSHIP WORKERS

ARTICLE 1: PREAMBLE

Section 1: This Agreement entered into this December 3, 2015 by and between the Lake Township, Wood County, Ohio, hereinafter referred to as "the Employer" or "Township" and Local Union No. 245 of the International Brotherhood of Electrical Workers, hereinafter referred to as "Union" or "Local 245," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code (ORC) and to set forth an agreement between the parties governing the wages, hours, terms and conditions of employment for the employees included in the bargaining as defined herein; to facilitate the peaceful adjustment of differences that may arise from time to time; to promote harmony and efficiency to the end that the parties hereto may mutually benefit; and, to assure the continuation of effectiveness of public services.

ARTICLE 2: RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer as full-time, hourly paid employees employed as Laborer, Clericals, Administrative Assistants, Parks Director, Cemetery Sexton, Assistant Cemetery Sexton, Road Supervisor and Assistant Road Supervisors as established by the State Employment Relations Board (SERB), case number 2014-REP-11-0132. All other employees, specifically including those as established by the State Employment Relations Board (SERB) case number 2014-REP-11-0132, shall be excluded from the bargaining unit.

Section 2: The Employer will furnish the Union with a list of all bargaining unit members indicating their starting dates of employment. Such list will be supplemented with the names of all new bargaining unit members as they are hired.

ARTICLE 3: DUES DEDUCTIONS

Section 1: The Employer agrees to deduct regular Union membership dues in accordance with this Article once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization form (Appendix A) must be presented to the Employer by the Union. Upon receipt of such proper payroll deduction authorization form, the Employer will deduct such Union dues from the payroll check for the next pay period in which authorization was received by the Employer. A check, equal to the amount of such deductions, shall be remitted to the Union within thirty (30) days following the date such deductions are made.

Section 2: The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues/fair share fees.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made 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 3: The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement or with applicable law.

Section 4: The rate at which such dues are to be deducted shall be certified by the Union in writing to the Employer. Prior to making any changes in the rate of such dues deductions, the Union must give the Employer a minimum of one (1) month advance notice.

Section 5: All employees who, thirty (30) days from their date of hire, are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be an amount no more than the current Union dues and shall adequately reflect only representational activities on the part of the Union.

The Union shall have a valid rebate procedure to refund nonmembers for any fair share fees used other than for representational purposes. Such fair share fee deductions shall be subject to and in accordance with all applicable Federal and State statutory and decisional laws in effect during the term of this Agreement. The Union shall provide a copy of its internal rebate procedure and accompanying expenditure report thereof to the Employer on an annual basis.

The Employer agrees to deduct regular Union fair share fees from the earnings of an employee in accordance with this Article once each month from the pay of any employee who is eligible to be in the bargaining unit and upon receiving written authorization from the Union. The signed payroll deduction authorization form (Appendix B) must be presented to the Employer by the Union. Upon receipt of such proper payroll deduction authorization form, the Employer will deduct such Union fair share fees from the payroll check for the next pay period in which authorization was received by the Employer. A check, equal to the amount of such deductions, shall be remitted to the Union within thirty (30) days following the date such deductions are made.

Section 6: Nothing in this Article shall be interpreted or otherwise construed to require an employee to become or remain a member of the Union.

Section 7: Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement

ARTICLE 4: REPRESENTATION

The Township recognizes the right of the Union to select local stewards, representatives and alternate representatives to represent its members on union matters arising under this contract as

follows:

Section 1: Grievance Meetings - A local representative or Union representative shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure during working hours without loss of regular pay and such activity shall be with proper regard to the Township's operational needs and work requirements. All local representatives and Union representatives shall cooperate in good faith with the Township in keeping to a minimum the time lost from work due to grievance handling.

Section 2: Negotiating Committee - The Township agrees to pay the Union negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between the IBEW Local 245 and the Township. This benefit will be limited to a maximum of two (2) members of the bargaining unit.

Section 3: Union Activities - The Township agrees that during scheduled working hours, the Steward, Alternate Steward, and Union representatives of Local 245 shall be granted reasonable time off from work hours with pay for the purpose of fulfilling union-related responsibilities.

Section 4: Conference or Seminars - In the event that the Union requests the attendance of local members to a national or state union conference, or any seminar related to Union job activity, the local Steward or one (1) appointed designee from the Union will be permitted up to three (3) days per year total paid leave of absence to attend such meetings. Employees may utilize other available paid leave for the purpose of this Article. The Employees shall make written request for such leaves of absence at least ten (10) calendar days in advance of the requested date. All other expenses shall be paid by the Union.

Section 5: Local 245 - The Employer shall permit accredited representatives of the Union access to the premises to process grievances, attend meetings, post notices and deliver union correspondence provided the Employer shall be given reasonable notice of such visits, and normal and required duty and work shall not be subjected to interruptions and harassments.

Section 6: Bulletin Boards - The Township shall provide an exclusive bulletin board for use by the Union for the purpose of posting notices and other Union related material. No material of a libelous or political nature shall be posted on the bulletin board.

ARTICLE 5: NO STRIKE/NO LOCKOUT

Section 1: - The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

Section 2: Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The

Union shall not be held liable for the unauthorized activity of the Employees it represents or its members who are in breach of this section, provided the Union meets all of its obligations under this Article.

Section 3: The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause. In the event of a violation of the “no-strike” clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall advise the Employees to return to work immediately.

Section 4: The Employer shall not lock out any Employees for the duration of this Agreement.

Section 5: The Employer shall not subcontract any part of the bargaining unit work duties for the duration of the agreement without prior discussion with the Union.

ARTICLE 6: GENDER AND PLURAL

Whenever the context so requires, the use of words in the masculine or feminine shall be construed to include either of the genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of gender

ARTICLE 7: HEADINGS

It is understood and agreed that the use of headings before or after an Article is for convenience only and that no headings shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 8: NON-DISCRIMINATION

Section 1: The Employer and the Union agree not to discriminate on the basis of race, religion, color, against an employee’s creed, national origin, age or sex, in accordance with state, federal and constitutional law.

Section 2: The IBEW expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 9: SEVERABILITY

Section 1: In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court, or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement in full force and effect.

Section 2: If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactorily replacement for such provision.

ARTICLE 10: LABOR MANAGEMENT COMMITTEE

Section 1: A Labor/Management Committee consisting of two (2) representatives including the Business Manager or designee, who will represent that unit and an appropriate number of two (2) or more representing Management will be established. This committee will meet on a quarterly basis or as mutually agreed upon by the parties for the duration of this Agreement.

Section 2: The quarterly meetings are established to discuss items of concern which are inappropriate for contract discussions which deal with the Employer and the Employees. Each item should be submitted ten (10) days prior to the meeting or as soon as practicable and each item shall be fully discussed in this written form as to what the concern is and what the possible solutions are. Both sides will then determine and set the agenda from these proposals prior to the meeting.

Section 3: The names of those representatives for the employees shall be submitted to management. Management shall submit to the Union the names of their representatives. If either side wishes to substitute a member, it should be done in advance of the scheduled meeting. Additional meetings may be held if necessary and agreed upon by all parties.

It is understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor/Management meetings, nor shall negotiations for the purposes of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 11: MANAGEMENT RIGHTS

Section 1: The Employer shall have the following exclusive rights to manage and direct the workforce and maintain the efficiency of its operations except as modified by the specific terms of this Agreement:

- A. Determine matter of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizations structures;
- B. Direct, supervise/evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of government operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer or assign,

schedule, promote or retain employees;

- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 12: DISCIPLINE/CORRECTIVE ACTION

Section 1: No non-probationary employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any non-probationary employee except for just cause.

- A. Progressive discipline shall take into account the nature of the violation, and the Employee's record of discipline as established by Section 6 of this Article.
- B. Whenever the Employer determines that there may be cause for an Employee to be disciplined, a pre-disciplinary conference will be scheduled to give the Employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference shall be conducted in accordance with Rules 1 thru 3 below. The affected employees may elect to have a representative of the Union present at any such pre-disciplinary conference.
- C. The Employee shall be provided with a written notice advising him of the charges and specifications of the charges against him. In addition, the notice will list the date, time, and location of the conference. Such notice shall be given to the Employee at least three (3) working days before the conference. The Employee shall be allowed representation of his choice, the cost of which shall be borne by the Employee. Time limits may be waived by mutual consent of the parties.
 - 1. The conference shall be conducted by the Township Administrator. The Employee may offer verbal or written statements from other persons pertaining to the charges during the conference.
 - 2. Within five (5) working days after the conference, the Township Administrator shall provide the Employee with a written statement affirming or dismissing the charges based on the strength of the evidence given at the conference by the Employee and the Supervisor. The document will also give the reasons for the decisions.
 - 3. The charges filed must include the following:

1. The specific violation;
2. The date and time of the alleged violation;
3. The place where the alleged violation occurred;
4. A complete narrative concerning the alleged violation.

Section 3: Following the conference, any Employee receiving an order of reprimand, suspension or dismissal may invoke the grievance procedure within five (5) working days of receipt of the written decisions. The Employee may invoke the grievance procedure at Step 3 to the Township Administrator.

Section 4: Prior to the scheduled time of the conference, the Employee may waive his/her right to such a conference, by signing a "Waiver of Pre-Disciplinary Conference" form.

Section 5: The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6: Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters under the following time frames providing there are not intervening disciplinary actions on the same offense taken during that time period:

- Oral reprimands - 6 months
- Written reprimands- 12 months
- Suspensions of less than 3 days- 18 months
- Suspensions of 3 days or more- 24 months

Section 7: For the purposes of this collective bargaining agreement, working days shall be defined as Monday through Friday, excluding holidays observed by the Township or provided for in this Agreement.

ARTICLE 13: PERSONNEL FILES

Section 1: There shall be only one personnel file in the Township. Each Employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained within. Nothing shall be placed in the Employee's personnel file without his knowledge. An Employee shall be entitled to have a representative of his choice accompany him during such review.

Section 2: The Employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the Employee's personnel file.

Section 3: Every Employee shall likewise be afforded the opportunity to voluntarily enter into his file favorable data not so previously included, such as letters or commendations, diplomas, awards and/or other descriptions of professional/educational accomplishments and advancements.

ARTICLE 14: GRIEVANCE PROCEDURE

Section 1: Every Employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own-choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2: For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance- A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of this Agreement.
- B. Grievant- The "grievant" shall be defined as any Employee, group of Employees within the bargaining unit, or the Union having or filing the grievance.
- C. Party in Interest- A Party in Interest shall be defined as any Employee of the Employer named in the grievance who is not the grievant.
- D. Days- A day as used in the procedure shall mean calendar days, excluding Saturdays and Sundays or Holidays observed by the Township or provided for in this Agreement.

Section 3: The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and redress sought by the grievant.

Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

- B. If a grievance affects a group of Employees, it may be submitted at Step 3.
- C. Nothing contained herein shall be construed as limiting the right of any Employee to discuss the matter informally with the supervisor and having said matter informally adjusted without intervention of the Union, provided that the Union is notified of the adjustment and the adjustment is not inconsistent with the terms of this Agreement.
- D. The grievant may choose one (1) union steward and a Union Representative to represent him at any step of the grievance procedure after Step 1.
- E. The existence of the grievance procedure, hereby established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or

limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies Provided by this procedure.

- F. 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 automatically proceed to the next step. The time limits specified for either party may be extended by mutual agreement.
- G. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4: All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1 – An Employee who believes they may have a grievance shall reduce it to writing by the grievant and present it as a grievance to the Township Administrator within five (5) days of the day of the event. The Township Administrator shall schedule a grievance meeting within five (5) days of receiving the written grievance. The meeting will be held with the grievant and his Union Representative and any other party necessary to provide required information for the rendering of a proper decision. The Township Administrator shall give his answer within five (5) days of the meeting. A copy of the written answer will be sent to the Union Business Manager.

Step 2 - If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Trustee Chairperson within five (5) days from the date of rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Trustee Chairperson or their designee shall schedule a grievance meeting at least ten (10) days from the receipt of the appeal and the meeting. The hearing will be held with the grievant, his Union Representative and any other party necessary to provide required information for the rendering of a proper decision. The Trustee Chairperson or their designee shall issue a written decision to the Employee and Union Representative within ten (10) days from the date of the hearing. A copy of the written grievance will also be sent to the Union Business Manager. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained in this Agreement.

ARTICLE 15: ARBITRATION PROCEDURE

Section 1: In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived then within ten (10) days after the rendering of a decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period the parties will meet to attempt to mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, then the parties shall jointly request Federal Mediation and Conciliatory Service to submit a panel of seven (7) arbitrators from the metropolitan region from which one (1) shall be chosen by the alternative strike method. Either party may request a second

list. The cost of obtaining a second list of arbitrators shall be paid by the party requesting the list.

Section 2: The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the Federal Mediation and Conciliatory Service.

Section 3: The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by both parties. All expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other Party.

Section 4: An Employee requested to appear at the arbitration hearing by either party shall attend without necessity of subpoena and shall be compensated at his regular rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 5: The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be final and binding in writing, and a copy sent to all parties present at the hearing. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the specific provisions of the collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper with the limitations expressed herein, nor to make any award that is contrary to law. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving the Employer under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator's decision will be final and binding on both parties.

ARTICLE 16: JOB DESCRIPTION

All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with their job description. All updates to job descriptions shall be communicated to the union Business Manager. The first set of job descriptions will be due within three (3) months of ratification.

ARTICLE 17: HEALTH AND SAFETY

Section 1. It is agreed that health and safety and the observance of all laws and Employer rules and regulations pertaining to health and safety are of mutual concern to all of the parties hereto. Therefore, the Employer, the Union and the employees recognize the importance of and will make every reasonable effort to promote and encourage the health and safety of employees.

Section 2. The Employer agrees to provide a safe and healthful workplace and to maintain all tools, equipment and vehicles in safe operating condition.

Section 3. The employees agree to maintain their tools, equipment, vehicles, and work areas in a safe and proper manner, and to observe all health and safety laws, and rules and regulations established by the Employer. All unsafe working conditions/equipment shall be reported to the Employer immediately upon an employee's becoming aware of the same. Employees shall not be required to perform work or operate equipment in violation of safety laws, or Employer rules and regulations.

Section 4. The Employer will keep the employees informed of all such laws, rules and regulations. In the spirit of maintaining an atmosphere of a safe work environment the Employer will hold regular safety committee meetings. The committee will consist of one union member from each section or department and the others designated by the Employer. Meetings will be held at least four (4) times per year and the minutes of each meeting will be taken and copies will be posted on the Union bulletin boards by union members.

ARTICLE 18: PROBATIONARY PERIODS

Section 1: All probationary periods shall be for a period of one (1) year.

Section 2: Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on their first day for which the Employee receives compensation from the Employer. A newly hired probationary Employee may be terminated any time during his probationary period without recourse.

Section 3: A newly promoted Employee or Employee transferring to a new classification will be required to successfully complete a probationary period in his newly appointed position for a period of ninety (90) days. The probationary period for a newly promoted or transferred Employee shall begin on the effective date of the promotion or transfer. The newly promoted or transferred Employee shall return to his/her prior position if the probationary period is not successfully completed.

ARTICLE 19: FAMILY MEDICAL LEAVE

The following procedures will be followed by Lake Township Employees in order to utilize a leave of absence under the Family and Medical Leave Act. If any part of this policy conflicts with Federal Law for FMLA then Federal Law will supersede those specific provisions:

1. An Employee must notify the Lake Township Administrator, or their designee, of an intended leave of absence.
2. An Employee can initially elect paid time off, if available, or unpaid time off for up to thirty (30) calendar days.
3. After thirty (30) calendar days, the Employee must use any available paid time off except the Employee can retain up to two (2) weeks' vacation and one (1) week of sick leave.

4. If Employees utilizes paid time off up to the point of only two (2) weeks' vacation and one (1) week of sick leave left, the Employee must elect to continue using remaining paid time off or revert back to unpaid time off.
5. The total combined paid and unpaid time off available to any Employee is up to twelve (12) weeks per calendar year (January 1st to December 31st).
6. The Employee utilizing paid or unpaid time off must notify the Employer of his/her continuing status every thirty (30) calendar days.
7. The Employee must provide medical verification for any time off under the Family and Medical Leave Act.
8. The Employee must provide at least two (2) weeks' notice of intent to return to work. This will only be waived in unusual situations.
9. The Lake Township Administrator reserves the right to promulgate additional rules and regulations relative to leave of absence under the Family and Medical Leave Act.
10. Upon completion of the twelve (12) week F.M.L.A. time available to a given Employee, additional time may be granted based on the work record of the Employee and needs of the Township. The Lake Township Trustees will make decisions on a case by case basis for the best interest of the Employee and the Township without any precedent value what so ever.

ARTICLE 20: PROGRAM FOR SUBSTANCE ABUSE

Section 1: Drug and alcohol screening/testing shall be conducted upon: pre-hire; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; post-accident; or randomly in common with all other employees for the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug Screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 2: Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 3: All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration or certified by a SAMHSA recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 4: All samples shall be tested for chemical adulteration, narcotics, cannabis, pcp, amphetamines, sedatives and/or alcohol as follows:

| DRUG | SCREENING TEST | CONFIRMATION |
|--------------------------|----------------|--------------|
| 1. Amphetamines | 1,000 ng/ml | 500 ng/ml |
| 2. Barbituates | 300 ng/ml | 200 ng/ml |
| 3. Benzodiazepines | 300 ng/ml | 200 ng/ml |
| 4. Cocaine Metabolites | 300 ng/ml | 150 ng/ml |
| 5. Marijuana Metabolites | 50 ng/ml | 15 ng/ml |
| 6. Methadone | 300 ng/ml | 200 ng/ml |
| 7. Methaqualone | 300 ng/ml | 200 ng/ml |
| 8. Opiates | 2000 ng/ml | 2000 ng/ml |
| 9. Phencyclidine PCP | 25 ng/ml | 25 ng/ml |

ARTICLE 21: CONFORMITY TO LAW

Section 1: This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10(A), all articles listed in the table of contents of this Agreement are intended to supersede and/or prevail over any conflicting provisions in the O.R.C

ARTICLE 22: DIRECT DEPOSIT

If at any time the Township establishes and maintains a direct deposit payroll system for all employees, the members of this agreement shall also be offered direct deposit in the bank or credit union of their choice.

ARTICLE 23: SENIORITY

Section 1: Employment Seniority shall be defined by the length of continuous service of a full-time Employee with Lake Township. Classification seniority shall be computed on the basis of an employee's uninterrupted length of continuous service in a given job classification. In the event Employees have the same hire date, seniority shall be determined by the date of birth (oldest has seniority).

Section 2: Seniority shall accrue to all Employees in accordance with the provisions of this Agreement. Seniority, as defined in Section 3 of this Article, will apply wherever Employee Seniority rights are referenced in this Agreement.

Section 3: Employment Seniority shall be computed on the basis of uninterrupted length of continuous service with Lake Township.

A. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave of absence.
2. Absence while on approved sick leave or disability leave or Military Leave.
3. A layoff of less than one (1) year duration.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharged for just cause.
2. Retirement.
3. Layoff for more than one (1) year.
4. Failure to return to work within fourteen (14) calendar days of a recall from layoff.
5. Failure to return at the expiration of the leave of absence.

Section 4: The Township will post a current Seniority List in the department showing the continuous service of each Employee. A copy of the Seniority List shall be furnished to the Union.

Section 5: Probationary Employees- Those employees newly hired or after a break in continuous service as stated in Section 3 (B) above, will be regarded as Probationary Employees for the first ninety (90) days and will receive continuous service credit during such period. Probationary Employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by the Township. Probationary Employees continued in the service of the Township subsequent to the first calendar year shall receive full continuous service credit from date of original hire.

ARTICLE 24: LAYOFF PROCEDURES

Section 1: When the Employer determines that a layoff or job abolishment is necessary due to a lack of funds or lack of work, the Employer will notify the affected employee(s) two (2) weeks in advance of the effective date of the layoff or job abolishment. The Employer shall determine in which classification(s) layoffs will occur. Employees will be laid off in accordance with their job classification seniority. Employees having the least seniority will be laid off first, provided, however, that all non-full-time; non-permanent employees employed in such classification(s) shall be laid off first.

Section 2. If a layoff of Employees should become necessary, the Employer shall pay the Employees being laid off the following:

1. Regular and overtime pay due.
2. Accrued but unused compensatory time.
3. Accrued but unused vacation time.

4. Holiday time due.

Section 3. Any employee receiving notice of layoff shall have the right to displace a less senior employee in in any classification covered by this Agreement provided said employee possesses the skill, ability, and qualification s necessary to perform he work without further training. Employees shall have five (5) work days following such notice of layoff to notify the Employer in writing that they intend to exercise their right to displace another employee in accordance with the provisions of this section. This displacement process shall continue until the employee with the least seniority in the classification covered by this Agreement is reached and laid off.

Section 4. Notice of recall from a layoff shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have ten (10) working days following the date of receipt of the recall notice to the notify the Employer of the employee's intention to return to work and shall have ten (10) working days following notification to the Employer of the employee's intent to return in which to report for work, unless a different date for returning to work is otherwise mutually agreed.

ARTICLE 25: WORK SCHEDULES

Section 1. The regular work week for all employees covered by this Agreement shall be forty (40) hours inclusive of the paid time allotted for meal periods. The regular work week shall commence at 12:01 a.m. on Monday of each calendar week and end at 12:00 midnight the following Sunday.

Section 2. A regular work day for all employees covered by this Agreement shall be eight hours. The regular hours for all employees will generally be day shift Monday through Friday. The start and end times for each department are as follows and are subject to change after discussion with the Union office.

| | |
|----------------|--------------------|
| Administration | 8:30 am to 4:30 pm |
| Cemetery | 8:00 am to 4:00 pm |
| Roads | 7:00 am to 3:00 pm |
| Parks | 7:00 am to 3:00 pm |

Section 4. All employees covered by this Agreement are expected to begin work immediately upon the start of their work shift and continue to do so until the end of their work shift or until released by their immediate supervisor or designee.

ARTICLE 26: INCLEMENT WEATHER

Section 1. The Employer recognizes that adverse weather conditions such as rain, snow, lightning, ice, extremely low temperatures, high winds, or combinations of the above, may at times affect the safe performance of regular work assignments in job classifications where employees normally and customarily work outdoors.

Section 2. Whenever it is determined by the Employer that the regular work duties of employees must be halted, temporarily suspended, or periodically interrupted due to such adverse weather conditions, the Employer may assign affected employees to other work that is available and which the employees are qualified to perform. Such alternative work assignments may or may not be included in the affected employees' regular work classifications.

Section 3. No non-essential employee will be required to report to work on any day in which a level 3 snow emergency is declared during working hours in Wood County or the county in which the Employee resides. Affected employees may take vacation leave, personal leave, or compensatory time off to cover the time off under this section, or may choose to take the time off without pay at the employee's discretion.

Section 4. The provisions of this Article shall not apply in cases of emergency involving the disruption of services or potential danger or risk to life, health, or safety of any person, persons, or the community at large.

ARTICLE 27: HOURLY PAY RATES

2015 - 2.5 percent

2016 - 2.5 percent

2017 - 2.5 percent

All employees shall receive a two and one half percent (2.5%) general wage increase to their regular wage. This increase shall begin in the first full week's pay upon ratification of this agreement.

All employees shall receive an additional two and one half percent (2.5%) general wage increase on the first full pay week in January 2016.

All employees shall receive an additional two and one half percent (2.5%) general wage increase on the first full pay week in January 2017.

Wages and Job Classifications

| | | | <u>2015</u> | <u>2.5%</u> <u>2015</u> | <u>2.5%</u> <u>2016</u> | <u>2.5%</u> <u>2017</u> |
|------------------------|-----------|-------------|-------------|----------------------------|----------------------------|----------------------------|
| <u>ROAD</u> | | | | | | |
| McLargin, Daniel | FT/Hourly | Road Super. | 27.23 | 27.91 | 28.61 | 29.33 |
| Fry, Steve | FT/Hourly | Asst. Super | 20.85 | 21.37 | 21.90 | 22.45 |
| Troxell, Howard | FT/Hourly | Laborer | 20.00 | 20.50 | 21.01 | 21.54 |
| Conley, Jack | FT/Hourly | Laborer | 20.00 | 20.50 | 21.01 | 21.54 |
| <u>CEMETERY</u> | | | | | | |
| Sujkowski, Joe | FT/Hourly | Sexton | 15.00 | 15.38 | 15.76 | 16.15 |

| | | | | | | |
|--------------|-----------|--------------|-------|-------|-------|-------|
| Kwapich, Tom | FT/Hourly | Asst. Sexton | 13.00 | 13.33 | 13.66 | 14.00 |
|--------------|-----------|--------------|-------|-------|-------|-------|

PARKS AND BUILDINGS

| | | | | | | |
|----------------|-----------|------------|-------|-------|-------|-------|
| Hanely, Ronald | FT/Hourly | Parks Dir. | 22.00 | 22.55 | 23.11 | 23.69 |
| Smith, Greg | PT/Hourly | Laborer | 10.66 | 10.93 | 11.20 | 11.48 |

ADMINISTRATION

| | | | | | | |
|--------------|------------|-----------|-------|-------|-------|-------|
| Lowe, Brenda | PPT/Hourly | Secretary | 11.00 | 11.28 | 11.56 | 11.85 |
|--------------|------------|-----------|-------|-------|-------|-------|

ARTICLE 28: OVERTIME AND COURT PAY

Section 1: All Employees, for all hours paid in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated, at the Employee's election, either at (a) the rate of one and one-half (1- 1/2) times the Employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved. For purposes of calculating overtime, vacation time will be considered as time worked and sick time will not be considered as time worked.

Section 2: Any overtime worked by an Employee and compensated in compensatory time rather than cash will be taken solely at the Employee's choice as long as an advance request is made by the Employee and as long as the request is approved by the Department Head. All overtime cash compensation earned will be added to the Employee's next regularly scheduled pay.

Section 3: Each Employee may accumulate up to one-hundred (100) hours of compensatory time. Any Employee reaching the one-hundred (100) hour compensatory time limit shall be compensated in cash for any overtime worked in excess of the compensatory time limit of one-hundred (100) hours.

Section 4: An Employee appearing in court on behalf of the Employer or called into work at a time disconnected from regular and pre-scheduled hours of work shall be compensated at the Employee's regular rate with a minimum of two (2) straight time hours. If said court time or work exceeds two (2) hours, the Employee shall be compensated for actual time worked or in court at his time and one-half (1 1/2) rate of pay.

Section 5: Any and all overtime so granted as per the above mentioned paragraphs shall be paid or placed into compensatory time hours at the option of the Employee involved.

Section 6: Pyramiding of overtime occurs whenever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding of such overtime.

Section 7: An Employee may request in writing to Township Administrator to convert full or

partial compensatory time coming accounts to cash with a thirty (30) day notice to the Township Administrator. An Employee may request up to a maximum of fifty (50) hours cash out at one time, but not more.

Section 8: Approval from the Department Head must be obtained prior to using banked compensatory time off and compensatory time off is limited to three (3) consecutive days in a row.

Section 9: The Parks Director, with prior approval from the Administration, will be compensated for working Lake Township Community events in an hour for hour compensatory time ratio.

ARTICLE 29: OVERTIME/OVERTIME PROCEDURES

Section 1: Whenever employees are called in to work outside of their regularly scheduled hours, and when an employee is requested by the Administrator to attend a Township meetings, they shall receive at the time and half rate of pay his appropriate hourly rate for all hours worked. In the case of attending requested Township meetings, time attended will be rounded up to the nearest whole hour.

ARTICLE 30: SICK LEAVE

Section 1: Sick leave shall be defined as an absence with pay necessitated by illness or injury to the Employee or a member of his immediate family. Sick leave may be utilized for scheduled or unscheduled physician's visits. When requested, a receipt from the physician shall be provided for these visits.

Section 2: All full-time Employees shall earn sick leave at the rate of one and one-quarter (1.25) days per month and may accumulate such sick leave without limit. Sick time will be pro-rated based on all hours paid.

Section 3: An Employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore as soon as possible before the start of his work shift each day he is to be absent when possible.

Section 4: Sick leave may be used in segments of not less than one half (1/2) hour increments.

Section 5: An Employee, with ten (10) or more years of service in the department, who elects to retire from active service or dies shall receive in one lump sum one-fourth (1/4) of the value of his/her accrued and unused sick leave to a maximum of two hundred forty (240) days (1/4 of 240 days) multiplied times his/her per diem at the time of retirement or death. Payment shall be made upon written evidence of approval of retirement eligibility from the Public Employee's Retirement System (PERS). Severance pay shall then be paid no later than six (6) months after the last date of employment or the payment may be delayed, at the option of the Employee, until the Employee's first pay in the next taxable year. In the case of death, a severance would become due and payable to the estate of the deceased. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the Employee at that time. Such payment shall be made only once to any Employee.

Section 6: The Employer can require medical verification and/or take disciplinary action for

excessive use of sick leave or abuse of sick leave. Where abuse is suspected the Employer may verify.

Section 7: Employees actively employed at the ratification of this agreement shall be grandfathered all accumulated sick leave hours into their sick leave account.

ARTICLE 31: FUNERAL LEAVE

Section 1: All Employees covered by this Agreement shall be entitled to leave with pay (not to be deducted from Employee's sick leave) for time lost, up to three (3) days for attendance at the funeral of the following: mother, father, step-mother, step-father, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, grandchild, loco parentis.

Section 2: Funeral leave taken must include the day of the funeral as scheduled. Any documentation requested by the Township shall be delivered only after returning to work.

Section 3: Employees may use accumulated but unused sick leave, up to an amount of fourteen (14) consecutive calendar days in addition to the paid leave set forth in this Article for the death of the following: mother, father, step-mother, step-father, spouse, child or step-child.

Section 4: The Township Administrator may extend the amount of sick leave days to be used pursuant to Section 3 of this Article based on information supplied to the Employer by the Employee requesting said leave.

Section 5: Employees may use sick time to attend the funeral of a relative not covered by Section 1 of this article up to eight (8) hours sick leave pay.

ARTICLE 32: JURY DUTY LEAVE

Section 1: Any Employee who is called for jury duty shall be paid his or her regular salary. In order to receive compensation, the Employee must provide to the Employer:

- A. Notice of his, summons twenty-four (24) hours prior to the date of such service, if possible, or otherwise as soon as the Employee is aware.
- B. A Clerk of Courts certificate or other document of the Court stating the time served.

Any compensation received from jury duty will be turned over to the Township Clerk.

ARTICLE 33: PERSONAL LEAVE

Section 1: All Full-time Employees shall, in addition, to all other leave benefits, be granted four (4) non-cumulative personal leave days each year which are to be taken within the calendar year

earned. The first two (2) personal days used by an employee in any calendar year shall not be deducted from the employee's accumulated sick leave. The last two (2) personal days used by an employee in any calendar year shall be deducted from the employee's accumulated sick leave.

Section 2: Personal days shall only be taken with the advanced notice of four (4) hours and with the prior approval of the Department Head.

ARTICLE 34: COURT LEAVE

Section 1: An Employee, who is summoned for jury duty or subpoenaed to appear before any court, commission, or board or other legally constituted body authorized by law to compel the attendance of witnesses, where the Employee is not a party to the action, shall be granted court leave with full pay.

Section 2: Any compensation or reimbursement for jury duty or court attendance compelled by subpoena, when such duty is performed during the Employee's normal working hours, shall be remitted by the Employee to the Township Clerk.

Section 3: Any Employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 35: VACATION

Section 1: Vacation benefits are extended to Full-time Employees as follows:

| YEARS OF APPROVED SERVICE | VACATION TIME |
|---|----------------------|
| After one (1) year and up to five (5) year | two (2) weeks |
| After five (5) years and up to ten (10) year | three (3) weeks |
| After ten (10) years and up to fifteen (15) years | four (4) weeks |
| After fifteen (15) year | five (5) weeks |
| After twenty (20) year | six (6) weeks |

Section 2: Employees may carry over a maximum of forty (40) hours on a yearly basis, except where Township needs prevent an Employee from using vacation leave, and in each such case, the affected Employee may carry over a maximum of eighty (80) hours into the next calendar year. Additionally, the Department Head may exercise discretion under exceptional circumstances in

allowing an Employee to carry over unused, accrued vacation time into another calendar year.

Section 3: The Department Head may limit his approval to one Full-time Employee from their Department to use vacation leave simultaneously during any given week. This Article does not limit the Department Head from permitting more than one full-time Employee from their Department to use vacation leave during any given week.

Section 4: Employee's may select for approval, a limit of two (2) weeks of vacation time usage based on total employment seniority, starting with the most senior Employee within the Department. The selection- process will then continue with the next senior and so on, ending, with the Employee with the least seniority within the bargaining unit. After the completion of this rotational selection process, the remaining vacation leave requests will be addressed on a first come basis.

Section 5: All employees hired after January 01, 2016 shall accrue a maximum of 4 weeks paid vacation based on classification.

Section 6: Permanent part-time employees shall be eligible for paid vacation following successful completion of their probationary period (1 year). Vacation shall be based on actual scheduled hours assigned and be calculated accordingly. The vacation eligibility schedule will be the same as full time employees in calculating years of service advancement. Employee's hires after January 01, 2016 shall max out at 4 weeks paid vacation. For purposes of clarification, a permanent part time employee scheduled 24 hours per week would equate to 24 hours of vacation time equals one week paid vacation.

ARTICLE 36: HOLIDAYS

Full-time Employees shall receive (8) eight hours pay for each designated holiday. To be eligible, a Full-time Employee must not be on a leave of absence including Family and Medical Leave Absence on the designated holiday. In the event that a Full-time Employee works on a designated Holiday, the Employee shall receive (in addition to his holiday pay) compensatory time at time and one half (1-1/2) or pay at time and one half (1-1/2) which ever applies

1. New Year's Day
2. Martin Luther King Day or Good Friday but not both
3. Washington-Lincoln's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day or Day after Thanksgiving but not both
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

ARTICLE 37: HEALTH INSURANCE

Section 1: Beginning with the first payroll period for December 3, 2015 each bargaining unit member who participates in the Employer's group health plan shall contribute through a payroll deduction, the equivalent of fourteen percent (14%) of the monthly premium. This employee contribution shall be equivalent to fourteen percent (14%) beginning first pay in January 2016, fifteen percent (15%) beginning with the first full pay in January 2017.

Section 2: Prior to changing providers and/or benefit levels of its group health plan, the Employer shall convene a Labor Management Insurance Committee (hereinafter "LMIC"), with an equal number of representatives from the Employer and from the Employees. At least one of the Employee representatives shall be a member of the bargaining unit. The LMIC shall review bids for providing the Employer's group health insurance program and shall make a good faith effort to maintain comparable benefit levels based upon cost considerations. The LMIC shall recommend a provider to the Employer. If the Board of Trustees does not accept and/or adopt the Insurance Committee's recommendation(s) the insurance benefits that are in effect at the time will remain in effect until such time as the Board approves a new recommendation from the Committee or a successor labor agreement is negotiated.

Section 3: The Employer shall provide the Medical Mutual health care policy #1039094 and the group Dental, Vision, and term life insurance policy # 00455196 for each employee in accordance with Federal Laws, equal to or greater than the present Guardian insurance presently provided. The group identifier number is 700639.

ARTICLE 38: TRAVEL AND ALLOWANCE

The following shall be guidelines for travel and expenses for Employees attending training sessions and other authorized township business:

1. Shall be approved by the Administrator.
2. Lodging shall be paid as per training site per diem.
3. Registration fee paid in full.
4. Meals up to fifty dollars (\$50) per day. Receipts given to Administrator.
5. Travel expenses @ current township policy per mile unless Township equipment is used (carpooling should be used).
6. Any and all other reasonable expenses i.e. parking, tolls etc.

Expenses shall be paid after the approval of the Administrator. The Employee will supply receipts for all expenses to the Administrator within fourteen (14) days.

ARTICLE 39: TEMPORARY UPGRADE

When a Department Head of the Street Department, Cemetery Department, or Parks and Building Department are absent for four (4) or more hours, an assistant will be upgraded and paid two dollars (\$2.00) per hour above their regular rate of pay for all hours worked as the Department Head.

ARTICLE 40: UNIFORM ALLOWANCE

The Department Head shall determine the appropriate clothing and equipment to be worn by Employees and Employees shall be required to be in proper clothing upon reporting for duty. Clothing items shall be replaced on an as needed basis as determined by the Department Head.

Street Department, Cemetery Department and Parks and Building Department will be granted a two hundred and fifty dollar (\$250.00) yearly clothing allowance for each member starting on January 1, 2016. This amount includes work boots. Winter coats and coveralls will be replaced as needed. New hires will receive winter outer ware and coveralls and rain gear. Permanent part-time employees will be addressed on a case by case basis. Employees will provide the Township Fiscal Officer receipts for purchases.

ARTICLE 41: RETIREMENT

Section 1. All employees are members of the Ohio Public Employees Retirement System (OPERS) of Ohio. A percentage of each employee's gross salary is deducted from each paycheck and paid into a retirement fund. The Employer also makes a contribution to each employee's retirement fund in accordance with State regulations governing the same.

Section 2. If an employee leaves Township employment before becoming eligible for retirement (OPERS definition), the employee may contact the OPERS and request that the funds the employee paid into the system be refunded, or they have the option of leaving the funds in the system and drawing a monthly benefit when they reach retirement age, depending upon the system. Administration of and benefits provided by the PERS are governed by the State of Ohio and are subject to change. Current policies can be obtained from the PERS.

Section 3. All employees are eligible to participate in the Ohio Public Employees Deferred Compensation Program, subject to the Township's continued participation in the program. For more information, employees should contact their immediate supervisor or department head.

Section 4. An employee who voluntarily or involuntarily leaves employment with Lake Township shall receive payment for all unused accrued vacation leave, personal leave, and all unused compensatory time.

ARTICLE 42: DURATION OF AGREEMENT

Section 1: This Agreement shall be effective as of December 3, 2015 and shall remain in full force and effect until December 3, 2017 unless otherwise terminated as provided herein.

Section 2: If either party desires to modify, or amend this Agreement it shall give written notice of such intent no earlier than ninety (90) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement. Parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.

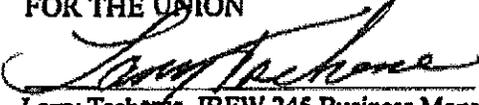
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 3rd day of December, 2015.

FOR THE EMPLOYER



Mark Hummer, Lake Township Administrator

FOR THE UNION



Larry Tschene, IBEW 245 Business Manager

**MEMORANDUM OF AGREEMENT BETWEEN
LAKE TOWNSHIP and INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 245**

It is hereby stipulated by and between Lake Township (Employer) and Local 245 of the International Brotherhood of Electrical Workers (Union) on this December 3, 2015, that the Memorandum of Agreement (hereinafter "MOA") has been reached with regard to the following.

1. Provisions in this contract will be effective upon mutual ratification by the Union and Employer. All wage increases and insurance contributions by the employee shall be retroactive to the first full pay period in the calendar year 2015. Conversion to the sick leave provisions of this contract shall be effective upon ratification; for the year 2016 only, 120 hours of sick leave shall be deposited in the employee's account, if earned and shall be used in accordance with the terms of this contract.
2. Upon successful completion of the established probationary period, the Trustees and Administrator will review the rate of pay for the Cemetery Sexton.

IN WITNESSETH WHEREOF, the Employer and the Union have executed this MOA on the day and date first above written:

FOR THE EMPLOYER:



Mark Hummer
Lake Township, Administrator

FOR THE UNION:



Larry Tscherne
IBEW Local 245, Business Manager