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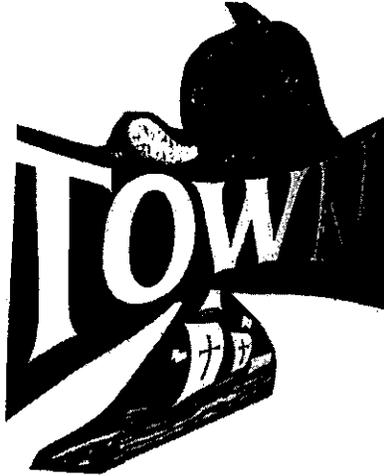
STATE EMPLOYMENT  
RELATIONS BOARD

2012 JUL 26 A 11: 26

AN AGREEMENT

Between

THE TRUSTEES OF BEAVER TOWNSHIP



And

TEAMSTERS LOCAL 377  
(Road Department)



**EFFECTIVE: Upon Execution**  
**Expires: December 31, 2014**

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## ARTICLE I: PREAMBLE

**1.01** This Agreement is hereby entered into by and between the Beaver Township, Mahoning County, Ohio, hereinafter referred to as the "Employer" and Teamsters Local 377, hereinafter referred to as the "Union".

## ARTICLE II: PURPOSE AND INTENT

**2.01** In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- 1.) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment.
- 2.) To promote fair and reasonable working conditions
- 3.) To promote individual efficiency and service to the citizens of Beaver Township, Mahoning County, Ohio.
- 4.) To avoid interruption or interference with the efficient operation of the Employer's business
- 5.) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE III: MANAGEMENT RIGHTS

**3.01** Not by way of limitation of the following paragraph but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1.) Hire, discharge, transfer, suspend and discipline employees
- 2.) Determine the number of persons required to be employed or laid off
- 3.) Determine the qualifications of employees covered by this Agreement
- 4.) Determine the starting and quitting time and the number of hours to be worked by its employees
- 5.) Make any and all rules and regulations.

- 6.) Determine the work assignments of its employees.
- 7.) Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement.
- 8.) Determine the type of equipment used and the sequence of work processes.
- 9.) Determine the making of technological alterations by revising either process or equipment, or both.
- 10.) Determine work standards and the quality and quantity of work to be produced.
- 11.) Select and locate buildings and other facilities; processes and facilities; part of its work or facilities.

**3.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

#### **ARTICLE IV: NO-STRIKE**

**4.01** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in anyway, nor shall any employee instigate or participate (either directly or indirectly) in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

**4.02** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**4.03** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible by law.

**4.04** The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

#### **ARTICLE V: SECURITY**

**5.01** All employees will be required to join the Union and stay members in good standing or will be required to be fair share in accordance with State Law as a condition of employment. All employees hired on or after the effective date of this Agreement will become and remain members in good standing on the thirty-first (31<sup>st</sup>) day following the beginning of their employment as a condition of their employment or pay a fair share fee in accordance with State Law on the thirty-first (31<sup>st</sup>) day following the beginning of their employment as a condition of their employment.

**5.02** The Employer agrees to deduct regular Union dues from the pay of any employee in the bargaining unit upon receiving written authorization signed individually by the employees. The signed payroll deduction authorization form provided by the Union must be presented to the Employer by either the employee or the Steward, with one (1) copy for the Employer, the Union and the employee. Upon receipt of the proper authorization form, the Employer shall deduct Union dues from the payroll of each employee as billed by the Union and remitted within ten (10) days of the month following such deduction.

**5.03** The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deduction made by the Employer pursuant to this Article.

#### **ARTICLE VI: D.R.I.V.E.**

**6.01** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to OHIO DRIVE. OHIO DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employed on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The OHIO DRIVE shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

#### **ARTICLE VII: CONFORMITY TO LAW**

7.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

7.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

7.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

#### **ARTICLE VIII: TOTAL AGREEMENT**

8.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

#### **ARTICLE IX: OBLIGATION TO NEGOTIATE**

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

9.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, except as provided in O.R.C. Section 4117.14.

9.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term, unless provided otherwise in O.R.C. Section 4117.14

#### **ARTICLE X: GENDER AND PLURAL**

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

#### **ARTICLE XI: HEADINGS**

**11.01** It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said Article or section nor effect any interpretation of any Article or section.

#### **ARTICLE XII: LEGISLATIVE APPROVAL**

**12.01** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

#### **ARTICLE XIII: RECOGNITION**

**13.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, terms, and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Road Department; excluding all supervisors, managers, clerical, professional, and others defined in the ACT. Said recognition shall continue for a term as provided by law.

#### **ARTICLE XIV: GRIEVANCE PROCEDURE**

**14.01** 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. 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.

**14.02** For the purpose 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, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- b.) Aggrieved party- The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a 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 aggrieved party.
- d.) Days- A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

**14.03** 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 aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b.) 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 aggrieved party and the Union.

c.) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.

d.) The preparation and processing of grievances shall be conducted during non-working hours.

e.) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f.) The employee shall have the right to be represented by the Union at any step of this procedure.

g.) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

h.) 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 move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

i.) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**14.04** All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

**Step 1:**

An employee who believes he may have a grievance shall notify the Trustees of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Trustees will hold an informal meeting with the employee and his steward, within five (5) days of the date of the notice by the employee. The Trustees and the employee, along with the employee's steward, will discuss the issues in dispute with the objective of resolving the matter informally.

**Step 2:**

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Trustees within five (5) days of the informal meeting or notification of the Trustee's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Trustees fails to give the employee an answer.

Copies of the written responses to the grievance shall be submitted with the appeal. The Trustees or their designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Trustees or their designee shall issue a written decision to the employee, with a copy to the employee's representative, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

**ARTICLE XV: ARBITRATION PROCEDURE**

**15.01** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within twenty (20) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within this twenty (20) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union

striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

**15.02** 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.

**15.03** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**15.04** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

**15.05** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party.

**15.06** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

**15.07** There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be:

- 1.) Robert G. Stein
- 2.) Nels Nelson
- 3.) James Mancini
- 4.) Ronald Talarico
- 5.) Virginia Wallace-Curry

**15.08** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

#### **ARTICLE XVI: INSURANCE**

**16.01** The Employer will provide and pay the full premium on behalf of each full-time employee, their spouse and dependent children for hospitalization and medical service coverage under the policy in effect on the execution date of this contract or under a policy that provides substantially similar levels of benefits.

**16.02** The Employer will provide and pay the full premium on behalf of each full-time employee, their spouse and dependent children for dental insurance coverage under the policy in

effect on the date of execution of this contract or under a policy that provides substantially similar levels of benefits.

Effective January 1, 2012 employees shall contribute toward their insurance premium and health benefits card by payroll deduction, in the amount of ten percent (10%) of the monthly cost, not to exceed one hundred fifty dollars (\$150.00) per month. The contribution shall be deducted in twenty-six (26) pay periods.

**16.03** The Employer will provide and pay the full premium for all full-time employees for a term life insurance policy in the face value of twenty-five thousand dollars (\$25,000.00).

**16.04** A committee shall be established consisting of representatives from the Employer and a representative from each bargaining unit of the Employer to review premiums and benefits levels.

#### **ARTICLE XVII: FUNERAL LEAVE**

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

**17.02** Funeral leave taken must include the day of the funeral as scheduled.

**17.03** 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, spouse, and child.

**17.04** The Employer or his designee may extend the amount of personal sick leave days to be used pursuant to Section 17.03 of this Article, based on information supplied to the Employer or his designee, by the employee requesting said leave.

**17.05** If the funeral of the employee's immediate family, as defined in Section 1 of this Article is out of town (50-mile radius) employee may elect to take compensatory time for two (2) additional days at the employee's choosing.

#### **ARTICLE XVIII: LAYOFF**

**18.01** If a layoff of employees become necessary due to lack of work or lack of funds, it shall be made in order of seniority, with the most junior to be laid off first, and a recall shall be made in the inverse order of seniority, the most senior first to be recalled. 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.) Compensatory time due
- 3.) Accrued but unused vacation time

**18.02** It is further understood that before any full-time employees may be laid off, all part-time employees must have been laid off and that no civilian employee shall be hired to do any work currently performed by employees, if such hiring would cause the layoff of a current employee.

#### **ARTICLE XIX: PERSONAL LEAVE**

**19.01** All employees shall, in addition to all other leave benefits, be granted three (3) non cumulative personal leave days each year, which are to be taken within the calendar year earned.

**19.02** Personal days shall only be taken with the advance notice of four (4) hours and with the approval of a Trustee or his designated representative.

#### **ARTICLE XX: JURY DUTY LEAVE**

**20.01** Any employee who is called for jury duty during regularly scheduled working hours, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty as provided by law.

**20.02** In order to receive compensation, the employee must provide to the Employer:

- 1.) 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.
- 2.) A Clerk of Courts certificate or other document of the Court stating the time served.

**20.03** It is understood that an employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours unless there is three (3) hours or less left on his shift.

#### **ARTICLE XXI: UNIFORM ALLOWANCE**

**21.01** The Township shall continue its practice of providing uniforms to employees.

**21.02** Effective each October, the Township shall issue a check in the amount of one hundred dollars (\$100.00) to each full-time employee as a boot and/or glove allowance. Employees shall provide receipts to the fiscal officer by September 15 of each year.

## ARTICLE XXII: DISCIPLINE/CORRECTIVE ACTION

**22.01** 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.

The Employer may take disciplinary action for offenses, which occur while the employee is on duty, or which occur while the employee is working under the colors of the Employer, or in instances where an employee's conduct violate his oath of office.

### **22.02**

- A. Discipline will be applied in a corrective, progressive and uniform manner.
- B. 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.
- C. Whenever the Employer and/or his designee 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 through 3, below. The affected employee(s) may elect to have a representative of the Union present at any such pre-disciplinary conference.
  - 1. 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 hearing. Such notice shall be given to the employee at least five (5) days before the hearing. 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.
  - 2. The hearing shall be conducted before a Trustee or in his absence, his designee. The employee may offer verbal or written statements from other persons pertaining to the charges during the hearing.
  - 3. Within five (5) calendar days after the hearing, the Trustee or his designee shall provide the employee and Employer with a written statement affirming or dismissing the charges based on the strength of the evidence given at the hearing by the employee and the supervisor. The document will also give the reasons for the decision.
- D. The charges filed must include the following:

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

**22.03** Following the conference, any employee receiving an order of suspension or dismissal may invoke the grievance procedure within five (5) working days of receipt of the written decision. The employee may invoke the grievance procedure at Step 2 (Trustees).

**22.04** 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.

**22.05** The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

**22.06** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters and shall be removed from the personnel file under the following time frames, providing that there are not intervening disciplinary actions on the same offense taken during that time period:

Oral and written reprimands	6 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

**22.07** No portion of this agreement shall be construed as to limit the Trustee and an employee from arriving at a mutually agreed upon resolution to an issue pending formal discipline, prior to the steps in this Article being implemented.

If the informal proceeding does not arrive at a mutual resolution, the Employee has the right to go to the formal proceedings provided by this Article at any time.

The Employee will be permitted to bring along with him union representation for the above-mentioned informal proceeding.

## **ARTICLE XXIII: DRUG POLICY**

### **I. POLICY STATEMENT**

The Employer and employees of Beaver Township recognize their obligation to provide a safe and efficient workplace. They understand that substance abuse poses a direct threat to the public safety and to the welfare of fellow employees of the Beaver Road Department. Public trust and confidence in the integrity of the Road Department is threatened by suspicion of employee drug

use. Employee drug use also impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by employees, thereby, preserving the public trust and confidence in a fit and drug-free Road Department.

#### **A. LEGAL DRUGS**

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety and/or job performance or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

#### **B. ILLEGAL DRUGS**

The illegal possession, sale, purchase, or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.

### **II. DEFINITIONS**

For purposes of this drug screening policy, the following terms shall have the following meanings:

1. Illegal drug- any controlled substance as defined in Ohio Revised Code Section 3719.01 (D), the possession or sale of which is prohibited by law.
2. Illegal drug usage- includes the use of cannabis or any other controlled substance, which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
3. Legal drug- any substance the possession or sale of which is not prohibited by law, (i.e.: prescription drugs, over the counter drugs, etc.) which contain any substance set forth in IV ( C ) of this document.
4. Medical Provider- the facility mutually approved by the Township and the Union, which may change from time to time, which collects, screens, and/or stores urine samples.
5. Medical Review Officer- (MRO) means the physician mutually approved by the Township and the Union whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.
6. Reasonable suspicion- objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.

7. Substance abuse- a positive confirmation result indicating the existence of a drug at or above the levels prescribed by the Township and Union and set forth in IV ( C ).

8. Traceable in the employee's system"- means that the result of the Medical provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in IV ( C ) of this policy.

9. Voluntary submission- any time prior to the employee being randomly selected for testing or prior to being tested for cause.

### **III. PROCEDURES**

#### **A. WHEN SCREENING MAY OCCUR**

Employees may be tested for employment related illegal drug usage under any of the following conditions:

1. Whenever an employee's behavior creates a reasonable suspicion of drug use. The following is a non-exclusive list of factors, which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.

- a. Direct observation of drug use
- b. Possession of drugs or related paraphernalia outside the employee's scope of employment
- c. Employee admissions of drug use or possession
- d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control
- e. Any tampering with the drug screening process
- f. Any arrest for any drug related criminal offense, or the filing of any drug related criminal charge against the employee

The following factors must be used in combination with other factors and cannot, by themselves, serve to constitute reasonable suspicion:

- a. Attendance problems, including absenteeism, tardiness, or unusual use of sick leave

b. Excessive or repetitive vehicular, equipment or other workplace accidents

2. Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave or a disciplinary suspension.

3. Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence. Such an employee shall be required to undergo a minimum of twelve (12) urine tests within a two (2) year period starting with the date of return to duty.

4. When ever an employee is certified from a promotional eligibility list. All promotions will be contingent upon the absence of a confirmation test result.

5. When randomly selected. All employees shall be subject to random drug screening. WorkMed will administer and select by means of a computer the person(s) to be randomly screened. The employee who was selected will be notified to report for a random drug test. Any selected employee who is on an approved leave status during the current screening process will automatically be tested in the next random screening.

## **B. DECISION TO SCREEN FOR CAUSE**

A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her duties and will immediately notify the Trustee or his designee of the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment or other machinery or be in possession of a firearm. The supervisor shall, prior to the arrival of the Trustee or his designee, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The Trustee or his designee will then report to the road department. The Trustee or his designee will determine whether sufficient suspicion exists to warrant screening and the determination will be based only upon reliable information, as set forth in III (A)(1).

If the Trustee or his designee determines that an employee must participate in the screening process it will be considered a direct order.

The Trustee, his designee, or the employee's supervisor will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process.

The employee will remain on leave with pay until the test results are reported to the Trustee. If the test results are negative, the Trustee or his designee or the employee's supervisor will inform the employee of the date the employee is to resume work.

### **C. UNION REPRESENTATION**

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Union representative to accompany the employee and the supervisor to the testing site. The employee may release the Union representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

### **IV. SCREENING PROCESS**

#### **A. SAMPLE COLLECTION**

Specimen collection will occur in a non-monitored medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified by the Medical Provider by means of his Beaver Road Department photo identification.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's Beaver Road Department identification number, date and time of collection. After collection, the sample will be split into two containers and will be sealed, the Chain of Custody form will be completed and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody for by signing the Chain of Custody form.

#### **B. TESTING METHODOLOGY**

The Medical Provider selected by the Township and the Union to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

1. Initial screening step, and
2. Confirmation step

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (GS/MS) test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending. Where

a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample, which has been adulterated or is show to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

### C. SCREENING STANDARDS

The Township and the Union in consultation with the Medical Provider have determined the type of screening to be used. The only substances to be tested for and the threshold substance levels that shall be considered a positive test result are as follows:

<b>DRUG</b>	<b>INITIAL SCREENING LEVEL</b>	<b>CONFIRMATION LEVEL</b>
<b>Amphetamines</b>	<b>1000 ng/ml</b>	<b>500 ng/ml</b>
<b>Barbiturates</b>	<b>500 ng/ml</b>	<b>200 ng/ml</b>
<b>Benzodiazepines</b>	<b>300 ng/ml</b>	<b>300 ng/ml</b>
<b>Cannabinoids</b>	<b>100 ng/ml</b>	<b>15 ng/ml</b>
<b>Cocaine Metabolite</b>	<b>300 ng/ml</b>	<b>150 ng/ml</b>
<b>Methadone</b>	<b>300 ng/ml</b>	<b>300 ng/ml</b>
<b>Methaqualone</b>	<b>300 ng/ml</b>	<b>300 ng/ml</b>
<b>Opiates</b>	<b>300 ng/ml*</b>	<b>300 ng/ml</b>
<b>Phencyclidine (PCP)</b>	<b>25 ng/ml</b>	<b>25 ng/ml</b>
<b>Propoxyphene</b>	<b>300 ng/ml</b>	<b>300 ng/ml</b>

**\*25 ng/ml if immunoassay specific for free morphine**

Should NIDA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to NIDA standards. Employees will be notified, in writing, of such changes.

### D. SCREEN RESULTS

1. Negative Results—If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.
2. Positive Results—If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample or samples otherwise tampered with may be treated for disciplinary purposes as a positive result. If a sample is "flagged" by the Medical Provider because the sample is not consistent with recognized specimens, the MRO will be notified. Upon notification, the employee will be required to provide another sample in a monitored setting. This sample will be obtained when the employee returns to his next regular scheduled day of work.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings and employee appeals.

#### **E. ROLE OF MEDICAL REVIEW OFFICER**

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also access and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains drug positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the employee or his designee. Any medical information

provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the tests results will be reported as negative.

## **V. DISCIPLINARY ACTION AND APPEAL**

**A.** Disciplinary action against an employee for substance abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against him and has had an opportunity to respond.

**B.** Employees who are found to be using illegal drug(s) or who have been abusing legally prescribed drug(s) shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of drug use. Refusal to submit to a drug test, or adulteration of, or switching of a urine sample may be grounds for dismissal.

**C.** Employees may appeal any formal disciplinary action pursuant to the current Labor Agreement.

## **VI. PARTICIPATION IN A TREATMENT PROGRAM**

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

## **VII. MEDICAL PROVIDER**

The Medical Provider for collection of samples referred to above will be a company that has been mutually agreed upon by the Township and the Union. The hours of operation will be defined and listed in a separate notice that will be provided to each member of the Bargaining Unit.

## **VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING**

All employees will be informed of the Department's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

## **IX. PROBATIONARY EMPLOYEE DRUG TESTING**

All newly promoted probationary employees shall be required, as a condition of employment, to participate in any unannounced mandatory drug test scheduled during the probationary period.

## **X. RANDOM ALCOHOL TESTING**

As part of the random drug-testing program agreed to by the Union and the Township, the following procedure has been negotiated.

When randomly selected according to previously agreed upon procedures or tested for cause, the employee will be checked for alcohol use by recognized accepted testing methods. If a positive screen is obtained and a confirmatory positive result is found the following procedure will be implemented.

### **Positive Confirmed Test Result Under .05**

1. The employee in question will be removed from duty for the remainder of their shift and the amount of time lost as a result will be deducted from their AT or Sick Time.
2. At least one hour prior to returning to any duty, the employee will report to the screening site on their own time and be re-tested.

If the re-test result is a positive and confirmed, the employee will be referred to a Substance Abuse Professional for assessment and evaluation. The employee will not return to duty until cleared by this individual. In addition to the recommendations of the SAP, the employee upon his return will be subject to six mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy. If the re-test is negative, the employee will return to duty. Within one week, the employee shall meet with the Trustee to discuss the positive result. During this meeting, the employee may make a written statement as part of the official record.

### **Positive Confirmed Test Result .05-.099**

1. The employee in question will be removed from duty for the remainder of their shift and the amount of time lost as a result will be deducted from the AT or Sick Time.
2. At least one hour prior to their returning to any duty, the employee will report to the screening site on their own time and be re-tested.

If the re-test is positive and confirmed, the employee will be referred to a Substance Abuse Professional for assessment and evaluation. The employee will not return to any duty until cleared by this individual. In addition to the recommendations of the SAP, the employee upon

their return will be subject to six mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy.

If the re-test result is negative, the employee will be permitted to return to work and the employee scheduled for an assessment and evaluation by an SAP. In addition to the recommendations of the SAP, the employee upon his return will be subject to two mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy.

#### Positive Confirmed Test Result .10 or Above

1. The employee in question will be removed from duty for the remainder of their shift and the amount of time lost as a result will be deducted from the AT or Sick Time.
2. The employee will be referred to a Substance Abuse Professional for assessment and evaluation. The employee will not return to any duty until cleared by this individual. In addition to the recommendations of the SAP, the employee upon their return will subject to six mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy.

Any time during testing that a second positive result is confirmed, the employee will be removed from duty, and will be subject to referral to the SAP as outlined above.

### **ARTICLE XXIV: COMPENSATION**

**24.01** Effective January 1, 2012, all members of the bargaining unit shall receive a zero percent (0%) wage increase, resulting in the hourly wage rate paid as reflective in Section 24.12 of this Article.

**24.02** Effective January 1, 2013, all members of the bargaining unit shall receive a zero percent (0%) wage increase, resulting in the hourly wage rate paid as reflected in Section 24.12 of this Article.

**24.03** Effective January 1, 2014, all members of the bargaining unit shall receive a zero percent (0%) wage increase, resulting in the hourly wage rate paid as reflected in Section 24.12 of this Article.

**24.04** If any other full-time employee of Beaver Township receives an increase in hourly wages, then the bargaining unit shall receive the same percentage increase in hourly wages. Notwithstanding the above language, any increase in hourly wages for part-time employees or increases in compensation for Township Trustees shall not affect bargaining unit employee wages.

**24.05** Each full-time employee shall be entitled to a signing bonus in an amount equal to the sum of two hundred fifty dollars (\$250.00) to be paid by the Employer during the first pay of January 2012.

**24.06** Each full-time employee shall be entitled to a signing bonus in an amount equal to two hundred fifty dollars (\$250.00) to be paid by the Employer during the first pay of January 2013.

**24.07** Each full-time employee shall be entitled to a signing bonus in an amount equal to two hundred fifty dollars (\$250.00) to be paid by the Employer during the first pay of January 2014.

**24.08** Each full-time employee shall be entitled to a longevity bonus of fifty dollars (\$50.00), times each year of PERS service time to be paid by the Employer on the first pay of November of 2012, 2013, and 2014. A new employee who is hired after January 1<sup>st</sup> or any given year, shall have his/her time pro rated as follows: eligible longevity bonus, divided into 2080 hours, multiplied by the remaining hours for the year.

**24.09** PERS service time will be calculated as of October 31, for each year of this agreement, to determine the number of year's service to apply toward longevity pay.

**24.10** Effective January 1, 2012, employees are required to provide and carry their personal cell phones to conduct Township business. Each employee will be reimbursed thirty dollars (\$30.00) per month by the Township. To receive this stipend, each employee must provide in writing their cell phone number to the Trustees.

**24.11** Employees temporarily assigned to work as Road Superintendent will be compensated at the rate of \$21.41 per hour provided the work is for a full eight (8) hour shift. If a higher job classification is vacant for a full eight (8) hour shift, it must be filled. If the Road Superintendent position is vacant it must be filled.

**24.12**

**Effective January 1, 2012:**

	<u>Hourly</u>
Road Supervisor	\$24.36
Operator I	\$18.46
Operator II	\$15.59
Laborer	\$13.49

**Effective January 1, 2013:**

	<u>Hourly</u>
Road Supervisor	\$24.36
Operator I	\$18.46
Operator II	\$15.59
Laborer	\$13.49

**Effective January 1, 2014:**

	<u>Hourly</u>
Road Supervisor	\$24.36
Operator I	\$18.46
Operator II	\$15.59
Laborer	\$13.49

**ARTICLE XXV: OVERTIME PAY**

**25.01** All employees for work performed in excess of forty (40) hours in one week or eight (8) hours in a day shall be compensated, at the employee's election either at:

- 1.) The rate of one and one-half (1 ½) times the employee's regular hourly rate for all over time or;
- 2.) Compensatory time computed at the same rate to be taken in the future as approved.

**25.02** An employee called into work at a time disconnected from regular and rescheduled hours of work shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay with a minimum of four (4) hours.

**25.03** Any overtime worked by an employee and compensated in compensatory time, rather than cash will be taken at the employee's choice as long as an advance request is made by the employee and as long as this request is approved by a Trustee or his designated representative.

**25.04** All overtime cash compensation earned will be added to the employee's next regularly scheduled pay.

**25.05** Employees must request use of earned but unused compensatory time, in writing, at least forty-eight (48) hours prior to requested use time.

**25.06** Each employee may accumulate up to 480 hours of compensatory time as is provided for under the provisions of the Fair Labor Standards Act. Any employee reaching the 480 hour compensatory time limit shall be compensated in cash for any overtime worked in excess of the compensatory time limit of 480 hours.

**25.07** 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.

**25.08** An employee may request in writing to the Board of Trustees to convert full or partial time coming accounts to cash. The written request must be filed with the Board no later than March 15 of the year preceding payment. Payment will then be made by March 15, of the following year, unless the Employer chooses to make payment at an earlier date.

#### **ARTICLE XXVI: HOLIDAYS**

**26.01** All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**26.02** An employee who works on one of the recognized holidays, as defined in this Article, is entitled to receive compensation at the rate of one and one-half (1 1/2) times his/her regular rate of pay, in addition to receiving his/her regular holiday pay.

**26.03** A holiday shall be considered to be the day on which it is legally celebrated in accordance with this Agreement.

#### **ARTICLE XXVII: VACATIONS**

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

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year of service	Two (2) weeks (80 hours)
After eight (8) years of service	Three (3) weeks (120 hours)
After fifteen (15) years of service	Four (4) weeks (160 hours)
After twenty-five (25) years of service	Five (5) weeks (200 hours)

**27.02** Earned vacation shall be awarded on the employee's revised anniversary date in accordance with the above schedule, provided the Employer employs the employee at that time.

**27.03** Vacation time shall be taken at a time approved of by a Trustee or his designated representative.

**27.04** Any employee who resigns, is terminated or retires and has unused vacation time shall be compensated for such vacation time in the next regular scheduled pay period.

**27.05** Vacation accumulation shall be based on a forty (40) hour work week.

**27.06** Vacation leave not used by December 31<sup>st</sup> will be paid in cash. No vacation leave may be carried over unless requested in writing and approved by the Trustees. Any vacation leave carried over shall be used within six (6) months and will not be reported to the Ohio Public Employees Retirement Systems as 'earnable salary' for that employee.

**27.07** Employer follows the last-in-first-out method for converting unused vacation time. The maximum amount of unused vacation leave that the Employer will convert into cash and report to the Ohio Public Employees Retirement Systems as 'earnable salary' for that employee is that which an employee accrues in one calendar year (January 1 through December 31), less any leave that the employee used during the year. The vacation leave being converted must have been earned in the calendar year it is to be converted, excepting a conversion that occurs in January for the prior calendar year.

#### **ARTICLE XXVIII: SICK LEAVE**

**28.01** Sick Leave shall be defined as an absence with pay necessitated by illness or injury to the employee; medical, dental, or optical examinations or treatment, which requires the employee, and which cannot be scheduled during non-working hours; contagious disease; or pregnancy and/or childbirth and other conditions related hereto of a member of his/her immediate family.

Immediate family is defined as the employee's spouse, children or parents residing in the employee's household. When the use of sick leave is due to death in the immediate family, "immediate family" shall be expanded to include the employee's parents, spouse, child, stepchild, sibling, father-in-law, mother-in-law, grandparents and step-parents.

**28.02** All full-time employees shall earn sick leave at the rate of one and one-quarter (1 ¼) days per month and may accumulate such sick leave without any limitation.

**28.03** An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least four (4) hours before the start of his work shift each day he is to be absent when possible.

**28.04** Sick leave may be used in segments of not less than one (1) hour.

**28.05** Before an absence may be charged against accumulated sick leave, the Board of Trustees may require such proof of illness, injury and may require the employee to be examined by a physician designated by the Trustees and paid by the Employer.

**28.06** An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department, provided that the amount of accumulated sick leave shall not exceed the accumulated limit in effect in his new department.

**28.07** 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 in the interim period, the severance pay 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.

**28.08** Sick time will be deducted from accumulated sick leave, but may be deducted from compensatory time only after all sick time is used.

**28.09** An employee with ten (10) or more years of service in the department, who elects to retire from active service shall, upon notifying the Employer in writing, be entitled to compensation in a lump sum for accumulated sick leave according to the following schedule:

30% of all accumulated sick leave in excess of 1 hour through 800 hours, plus  
40% of all accumulated sick leave in excess of 801 hours through 1,600 hours, plus  
50% of all accumulated sick leave in excess of 1,601 hours through 2,400 hours, plus  
100% of all accumulated sick leave in excess of 2,401 hours.

Payment shall then be made upon written evidence of approval of retirement eligibility from the Public Employees Retirement System (PERS)

**28.10** Any member with at least twenty (20) years of service may elect to accumulate his/her monthly ten (10) hours of sick time earned or be paid cash at the employee's hourly rate for the time in the second pay period of the following month; however, this time will not be reported to OPERS.

#### **ARTICLE XXIX: SENIORITY**

**29.01** The length of continuous service of a full-time employee shall define seniority.

**29.02** In the event employees have the same hire date, seniority shall be determined by the date of application for the position they hold.

**29.03** "Seniority" shall be computed on the basis of uninterrupted length of continuous service within the Department. 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;
3. Military leave;
4. A layoff of less than three (3) years duration;
5. A resignation where the employee is reemployed or reinstated within thirty (30) days.

**29.04** The following situations constitute breaks in continuous service for which seniority is lost:

- 1) Discharge for just cause;
- 2) Retirement;
- 3) Layoff for more than three (3) years
- 4) Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- 5) Failure to return at the expiration of a leave of absence;
- 6) A resignation where the employee is reemployed or reinstated after thirty-one (31) calendar days or more;

**29.05** Probationary Employees: New employees and those hired after a break in continuous service will be regarded as probationary employees for the first calendar year and will receive no continuous service credit during such period. Probationary employees 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 XXX: PROBATIONARY PERIODS**

**30.01** All probationary periods shall be for a period of one (1) year.

**30.02** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the 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.

30.03 A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion.

**ARTICLE XXXI: DURATION**

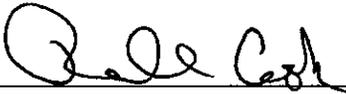
31.01 This Agreement shall become effective at 12:01 AM on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31<sup>st</sup>, 2014.

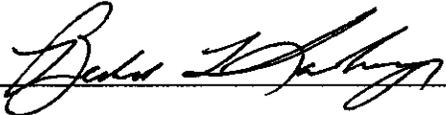
**ARTICLE XXXII: EXECUTION**

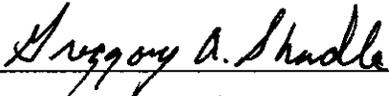
32.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly

executed this 20 day of July, 2012

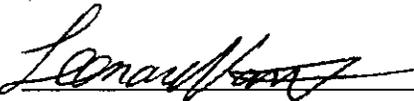
FOR THE TEAMSTERS LOCAL 377



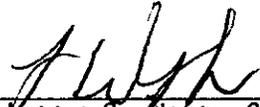


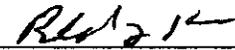






FOR THE EMPLOYER:

  
Larry S. Wehr, Chairman

  
Ronald L. Kappler, Vice-Chairman

  
Thaddeus I. Lyda, Jr., Trustee