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AGREEMENT

BETWEEN

AUSTINTOWN TOWNSHIP

AND THE

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL 377

ROAD DEPARTMENT

SERB 2015-MED-10-1157

Effective upon Execution

Through

December 31, 2018

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PREAMBLE/PURPOSE

Section 1. Parties. This agreement is entered into by Austintown Township Trustees, hereinafter referred to as the "Township," and the Teamsters Union Local #377, hereinafter referred to as the "Union."

Section 2. Purpose/Scope. It is the purpose and scope of this agreement to promote cooperation and understanding between the Township and Union, to insure collective bargaining pursuant to state law, to establish wages, hours, working conditions and other terms of employment consistent with the availability of public funds and to provide a procedure for prompt and equitable adjustment of grievances to the end that there will not occur interruptions of work, work stoppages, strikes, lockouts or other interferences with service during the term of this agreement.

ARTICLE 1
RECOGNITION

Section 1. Included. This agreement shall apply to all existing full-time members of the Union and future full-time employees of the Road Department in the following job classifications: Construction Foreman, General Foreman, Labor Foreman, Operators and Truck Drivers/Laborers.

Section 2. Excluded. The Road Superintendent, Road Secretary, and all management, supervisory, confidential, seasonal, temporary, intermittent, professional, employees of a separate appointing authority, and other employees not specifically included in Section 1 are excluded.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

a. to direct the work of employees;
b. to determine the mission of the Township, departments, and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission;
c. to determine the size and composition of the work force;
d. to suspend, demote, discipline, or discharge employees for just cause;
e. to take actions as may be necessary to carry out the mission of the Township and Departments in emergencies;
f. to hire, schedule, transfer and assign employees in accordance with law and the provisions of this Agreement;

g. to recruit, select and determine the qualifications and characteristics of new employees;
h. to schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
i. to train or retrain employees as appropriate;
j. to do all other things which the Township Trustees finds necessary and proper in the operation and management of the Township and its Departments.

ARTICLE 3
UNION DUES/CHECK-OFF/FEES

Section 1. Dues Deduction. The Employer agrees to deduct monthly dues and/or back dues amounts, assessments and initiation fees as designated by the Union in writing. This is to include the uniformly required membership dues of the Union and the same as to authorized assessments of the Union. The deductions by the Township are to be made on the authority of signed check-off cards. These cards are to be signed by each member. Township will send Union dues to the Teamsters' Union within ten (10) days of the first pay of each month.

Section 2. Fair Share Fees. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the Township shall deduct fair share/service fees levied by the Union from the pay of each employee. The deduction shall be transmitted to the Union no later than ten (10) days following the end of the first pay period of each month. The Union shall defend and indemnify the Township against any and all claims or demands against it arising out of this deduction.

Section 3. Fair Share Fee Deduction Procedure. All covered employees in the bargaining unit who sixty (60) days after the date of their hire are not dues paying members shall pursuant to law pay a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The fair share fee amount shall be certified to the Township by the treasurer of the local union, in writing.

The deduction of the fair share fee from the earnings of the covered employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee amount shall be made in accordance with the information, in writing, given to the Employer as to the amount designated to be paid by the employees who are subject to paying the fair share fee under this contract. All disputes concerning the amount of the fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The Union will notify all members of the bargaining unit of its internal rebate procedure. In doing this the employees will be advised of the procedure or procedures that provides for a rebate of expenditures that are used in support of partisan politics or ideological causes not germane to the work of the employee organization in its collective bargaining with the Township.

Section 4. Indemnification. The Union shall defend and indemnify the Township against any and all claims and demands against it arising out of the fair share fee deduction procedures. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and 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. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. OHIO D.R.I.V.E. Contributions. The Employer agrees to deduct voluntary OHIO D.R.I.V.E. contributions from the paycheck of any bargaining unit employee that voluntarily signs and submits a written deduction authorization. OHIO D.R.I.V.E. shall notify the Employer of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly 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 D.R.I.V.E. Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 4
UNION REPRESENTATION

Section 1. The Union shall have the right to appoint in writing a Steward from the Union who shall be authorized to represent the Union in matters covered by this agreement.

Section 2. The Union will not solicit membership in the Union or distribute literature among employees during their working hours.

Section 3. Union Leave. The shop steward or his designate shall be entitled to two (2) eight (8) hour days (total sixteen (16) hours time off) with pay within the calendar year to attend to Association collective bargaining matters. Leave shall occur upon the approval of the Road Superintendent and not accumulate from year to year.

ARTICLE 5
DISCIPLINE AND DISCHARGE

Section 1. Discipline may be imposed upon an employee pursuant to the below schedule. Any discipline imposed is subject to appeal through the grievance procedure.

Progressive Discipline Policy is as follows:

Category	1st	2nd	3rd	4th Offense
One	Documented Oral Reprimand	Written Reprimand	5 Day Suspension	Termination
Two	Written Reprimand	5 Day Suspension	Termination	
Three	5 Day Suspension	10 Day Suspension	Termination	
Four	Termination			

Category One Offenses:

1. Medically undocumented pattern use of sick leave.
2. Abusive language towards township employee.
3. Unsafe work practices.
4. Failure to follow work rules.
5. Failure to report absence to Road supervision or dispatch at least thirty (30) minutes before starting time.

Category Two Offenses:

1. Refusing to comply with superior's orders or assignments.
2. Failure to perform work.
3. Each day absent without leave.
4. Abusive language to the public.

5. Sleeping on duty.
6. Any unsafe act that threatens the health or safety of any person, including but not limited to driving while distracted.

Category Three Offenses:

1. Possession or consumption of alcohol during work.
2. Failure to follow the reporting procedures of the drug free work place policy with regard to legal drug use that may affect work performance.
3. Failure to report an accident.
4. Fighting during work.
5. Any intentional act that threatens harm to property or damage to property.
6. Conviction of a crime involving the sale or possession of illegal drugs.
7. Unauthorized use of township equipment or vehicles.

Category Four Offenses:

1. Failure to return to work after leave of absence has expired.
2. Theft of township property.
3. Falsifying a township document.
4. Sexual harassment.
5. Possession of a weapon or explosive contrary to law.
6. Operating a township vehicle without a driver's license or while driver's license is suspended.
7. Conviction of a crime involving the causing of bodily harm during working hours or on work premises.

The foregoing list of offenses is not intended to cover every possible type of offenses. Penalties for offenses not specifically listed shall be consistent with penalties for offenses of comparable gravity.

Application of Progressive Discipline Policy

A. Any offense(s) that result in a documented oral reprimand or a written reprimand and that occurred more than six (6) months prior to the current offense(s) shall not be considered a prior offense(s) in determining the applicable penalty for the current offense(s).

B. A Higher Category offense may be classified, at the Township's option, in a lower Category, even if to do so results in a more severe penalty. For example, a current Category II, 1st offense that occurs within six (6) months of two (2) prior Category I offenses, shall subject an employee to a Category

I, 3rd offense five (5) day suspension, instead of a Category II, 1st offense of a written reprimand.

C. Multiple offenses in the same incident can result in multiple penalties, such that a written reprimand can issue along with a suspension, or suspensions can be consecutive. For example, if the same incident involves a Category I, 2nd offense and a Category III, 1st offense, the resulting penalty is a ten (10) day suspension plus a written reprimand.

D. All suspensions apply to work days and can be satisfied by an employee giving up vacation days or other days off, with the Township's consent.

Section 2. Reprimands shall occur in private unless safety concerns require an immediate public oral reprimand.

Section 3. The Employer shall not discharge any employee without just cause. In the event the Employer determines that just cause exists for discharge, the employee and his Steward will be notified in writing that the employee is suspended and is subject to discharge.

Section 4. Any employee found to be suspended or discharged without just cause shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment.

Section 5. No action will be taken against an employee until an investigation of any documented complaint is made.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is defined as a specific allegation that there has been a breach or violation of the specific and express terms of this Agreement.

Section 2. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 3. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 4. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point with the approval of IBT 377 by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 5. Disciplinary Grievances. Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department head/designee, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The department head shall schedule a meeting to discuss the grievance and respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Employer/designee within seven (7) calendar days of receipt of the Step 1 answer. The Employer/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) calendar days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article. At any time after the Step 2 answer, the parties may mutually agree to mediate the dispute using the Federal Mediation and Conciliation Service. (FMCS)

Step 3. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident, National Academy Certified arbitrators within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Section 7. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators.

Section 8. Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws;

2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no more than seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Section 9. Arbitrability. The question of substantive arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is substantively arbitrable. If the arbitrator determines the grievance is within the purview of substantive arbitrability, he will make a determination on the merits of the grievance.

Section 10. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

Section 11. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 7
SEVERABILITY

Section 1. If during the term of this Agreement any provision herein is declared null and void by a court or administrative authority, then all other provisions of this

Agreement shall remain in full force and effect for the duration of the term of this Agreement.

Section 2. In the event any provisions of this Agreement are declared null and void the parties shall meet within two (2) weeks for the purpose of negotiating a lawful alternative provision. In the event the parties are unable to negotiate an alternative provision then either party may serve notice to reopen that matter in accordance with ORC 4117.

ARTICLE 8
MID-TERM BARGAINING

Section 1. Mid-Term Bargaining. It is agreed that in the event issues arise with respect to wages, hours, terms and other conditions of employment that are not covered by this Agreement, the parties agree to negotiate in good faith at reasonable times and places with the intention of resolving any such issues.

ARTICLE 9
LAYOFF AND RECALL

Section 1. In the event it becomes necessary to layoff employees in the Road Department due to any circumstances, employees shall be laid off according to seniority with the least amount of departmental seniority shall be the first to be laid off. An employee laid off shall be subject to recall without loss of seniority for a period of three (3) years.

Section 2. Recall from layoff shall occur according to Road Department Seniority with the most senior employee recalled first.

Section 3. No part-time or temporary employee shall be hired in the Road Department unless all laid off employees are first recalled to full-time status.

ARTICLE 10
SUBCONTRACTING

Section 1. Notwithstanding any other terms of this contract the Township has the right to contract with a third party for the provision of services pursuant to the provisions contained herein and elsewhere in the Agreement. The Township agrees that subcontracting will be limited in nature to situations involving emergencies, exigent circumstances, or the abatement of nuisances and/or public health and safety matters. All nuisance work may be subcontracted and sweeping may also be contracted in the event the Township's streets are not all completed by the Sweeping Operator by May 31, the Sweeper needs repaired, and the third party Sweeper does not permit the Township's Sweeper Operator to operate the third party's Sweeper.

Section 2. Subcontracting Limitations. In exercising its subcontracting rights, the Township agrees that it will not subcontract bargaining unit work to the extent that such action would produce a layoff or a reduction in regularly scheduled hours for bargaining unit members.

Section 3. Usage of Float Assignments. Notwithstanding any other terms of this contract the Township has the right, in the event there are more than twelve (12) bargaining unit members, to use any and all bargaining unit members beyond the twelfth member, to do non-bargaining unit work, such as working as a Mechanic or for the Park Department. To the extent such members are used for non-bargaining unit work, such member's compensation for doing such non-bargaining unit work shall be paid from either the General Fund or the specific fund that this non-bargaining unit work can legally be paid from. The compensation of such bargaining members when performing non-bargaining work shall be the compensation pursuant to the collective bargaining agreement for that non-bargaining unit work or Township policy in the event no collective bargaining agreement covers this non-bargaining work.

ARTICLE 11
SENIORITY/OPERATORS

Section 1. Definition. Seniority is defined as continuous full-time service in a bargaining unit position within the Austintown Township Road Department or service in temporary assignments within other departments. When a temporary, seasonal or part-time Road Department employee becomes a full-time employee, his seniority shall be deemed to have commenced as of the date he was given full-time in the Road Department.

Section 2. Vacation Selection. For the purpose of vacations, requested vacations shall be granted pursuant to Road Department Seniority for requests made prior to April 30. Requests after April 30 shall be granted on a first come, first served basis. Employees on vacation will be limited to three (3) at any one time.

Section 3. Operator Positions. Operators shall include:

A. All Snow and Ice control truck drivers
B. Traffic Sign Employee
C. Catch Basin Leader
D. Sweeper Operator
E. Sewer Operator
F. Grass Crew Leader
G. Front End Loader Operator
H. Cutter Bar Operator

I. Carpenter Leader
J. Nuisance Crew Leader
K. Chipper Crew Leader
L. Backhoe Operator
M. Vac All

The Construction Foreman is the Backhoe Operator and the General Foreman is the Front End Loader Operator until such time as the employees holding the Construction Foreman and General Foreman positions as of January 1, 2016, retire or otherwise leave employment with the Township. The Labor Foreman shall fill the back-up Front End Loader and the backup Cemetery Sexton duties in the absence of the General Foreman.

There shall be four (4) Permanent Operators. The four (4) Permanent Operators shall fill the classifications listed in B, C, D, and E above. Each of the other above non-permanent operator classifications will be paid Operator's rate for a minimum of four (4) hours on a per diem basis. The Working Foremen and the four (4) permanent operators shall receive their respective rates at all times.

If for any reason the sewer machine, sweeper/vac or any other piece of equipment that requires an operator and or helper needs to be called out on overtime, the operator of that piece of equipment and a laborer will be called from the labor pool by seniority. Labor pool excludes full-time operators and foremen. This above clause does not include on-call situations where foremen are called out for isolated incidents, such as icy spots, barricades, etc. requiring one person. If additional help is needed for these isolated incidents, employees will be called out on a seniority basis, including foreman, operators, & laborers.

Section 4. If the bid position cannot be performed based on the qualifications, the employee is not permitted to bump per diem operators who have been awarded a position according to the published bid list. The employee will hold his seniority in regards to back up positions that open up according to his qualifications.

Section 5. Truck Driver/Laborer Rate. Truck Drivers/Laborer's rate includes all other work not defined above.

Section 6. All jobs, including the Labor Foreman's, shall be posted for bid on December 1 each year, and employees shall receive the appropriate pay by January 1 except for those employees who are new to their jobs. In this latter event the employee shall receive his appropriate pay after the successful completion of the above Section 5 thirty (30) day trial period and shall also receive retroactive appropriate pay from the first of the year. Any employee who has performed the new job in the past shall not be required to wait the thirty (30) days for the new pay rate.

ARTICLE 12
HOURS OF WORK/OVERTIME

Section 1. The workweek shall be defined as five (5) consecutive eight (8) hour days from Monday through Friday. The work period shall begin at 12:01 a.m. on Sunday and continue for seven consecutive calendar days (one hundred sixty-eight consecutive hours) ending at 12:00 midnight the following Saturday.

Section 2. Shift Times/Adjustments. Regular hours of work shall be consecutive from 7:00 AM to 3:00 PM with no breaks and one (1) fifty (50) minute paid lunch. Shift times may be adjusted in accordance with the operational needs of the Township, provided that such adjustments are intended to be temporary or limited in nature, relative to the project, circumstances, or event that they are designed to address and a reasonableness standard will be applied to the determination of the need for adjustment. The Employer will not establish separate shifts for only part of the bargaining unit without the consent of the union and such consent shall not be unreasonably withheld.

Section 3. Overtime All hours worked in excess of the normal eight (8) hour work day or forty (40) hours in a seven day work period shall be paid at a rate of time and one-half, except for Section 6. For purposes of hours worked the parties agree that all hours paid, except for sick leave, shall be considered hours worked for overtime eligibility. Any employee may elect to receive compensatory time in lieu of overtime pay.

Section 4. Overtime Reporting. A monthly report containing each employee's overtime information will be posted on the bulletin board in the Road Department.

Section 5. Overtime/Call-Out. An employee called out to work shall be paid a minimum of four (4) hours at the overtime rate. This minimum four (4) hour term does not apply if call out time ends or continues into the beginning of an employee's regular starting time or if the call out time begins at the same time the employee's regular hours end. The employee may be required to work the entire four (4) hour period at the discretion of the Employer.

Section 6. Holiday Work. Work performed on the holidays identified in Article 20 shall be paid at double time.

ARTICLE 13
WAGES

Section 1. Wage Rates/Re-Opener. All full-time employees shall be compensated according to the wage schedule listed below. The base rates are as follows:

	2016 (2%)	2017 (2%)	2018 (2%)
Const. Foreman	26.52	27.05	27.59
Gen. Foreman	24.86	25.36	25.87
Labor Foreman	23.47	23.94	24.42
Operator	23.04	23.50	23.97
Truck Driver	21.14	21.56	21.99

Full-time bargaining unit employees employed with the Township after October 15, 2010, shall progress in wage rates as set forth below, based upon a percentage of the base rate.

1st Year	2nd Year	3rd Year	4th Year	5th Year
80%	85%	90%	95%	100%

If an employee changes classification, he/she shall maintain his/her place in the progression.

Section 2. Attendance Incentive. Each full-time employee subject to this Agreement, upon qualifying for same, shall be paid an incentive award for work attendance as follows:

Perfect Attendance $160.00
One Day of Absence $80.00

Each employee subject to this agreement, upon qualifying for same, shall be paid an incentive award for work attendance in the applicable amount. The incentive award shall be calculated on a semi-annual basis of six (6) consecutive months commencing January 1, 1998, and continuing for each six (6) month period thereafter. Employees absent from work due to vacation, holiday, bereavement leave, military leave, attendance at approved seminars and training functions or due to on duty injury shall not be considered as absent from work for the purpose of this benefit.

Section 3. Steward Supplement. Shop Steward shall receive twenty-five cents ($.25) per hour.

SECTION 4. Foreman Bonuses

The Township agrees to continue the practice of paying monthly bonus payments to the Construction Foreman and the General Foreman as long as there is not a person filling the dedicated position of Road Superintendent.

Amounts of Bonuses:

Construction Foreman	$500.00 per month
General Foreman	$250.00 per month

If the dedicated position of Road Superintendent is filled, this section becomes null and void.

ARTICLE 14
LONGEVITY PAY

Section 1. Service Credit. Each employee shall receive an annual service credit payment based on service with the township from his anniversary date.

Section 2. Amount. The employee shall receive overtime hours at the employee's overtime rate determined by applicable law in an amount of hours which shall equal fifty dollars ($50.00) for each two (2) years of service up to a maximum of ten (10) years plus an additional one hundred dollars ($100.00) for each two (2) years of service over ten (10) without limitation.

Section 3. Payment Calculation/Timing. Payment of service credit is based upon the total years of full-time service. Entitlement to the appropriate annual service credit will be granted at the first regular pay in December of each year following the date the employee has completed his required years of full-time service. Should an employee leave the department or retire, he shall be paid for his accumulated longevity without the need to wait for the December payment date.

ARTICLE 15
PENSION PICKUP

Section 1. Employer Contribution. The Township shall continue payments required of a public employer into the pension system (PERS) at the applicable rate, as set by the administrators of the system and as required under state law.

Section 2. Employee Contribution. The Township shall continue to pick up and pay the employee's ten percent (10%) pension contribution via the fringe benefit method. No employee shall have the option of receiving the pick-up portion of the statutorily required employee pension contribution directly.

ARTICLE 16
UNIFORM ALLOWANCE

Section 1. All bargaining unit members shall receive five hundred ($500.00) dollars per year for the purchase and maintenance of clothing and shall be paid by the end of February.

ARTICLE 17
BENEFIT CLAUSE

Section 1. Medical Insurance. The Employer shall provide coverage to all full-time bargaining unit members represented by IBT 377 through the Teamsters 377 Health & Welfare Benefit Fund or make available comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plans in effect presently or subsequently selected by the insurance committee under this article. Where coverage is provided by the Township, the applicable plan offering shall be reduced to writing and appended to the agreement as Appendix A. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Teamsters Local 377 Health & Welfare Fund. Within sixty (60) days of execution of this Agreement, all full-time bargaining unit members, not electing to opt-out for insurance, shall be transitioned to and be provided coverage under the IBT 377 Health & Welfare Fund. Effective the first pay period after execution of this agreement, the Employer agrees to contribute to the fund the applicable per employee weekly contribution for each participant, up to a maximum amount (i.e., not to exceed) of two hundred sixty-one dollars ($261.00) for each week of coverage provided so long as the employee would have otherwise been eligible to receive coverage under the Township's insurance plan. The maximum amount shall increase to two hundred sixty-five dollars ($265.00) in 2017, and two hundred seventy-two dollars ($272.00) in 2018. Under no circumstances shall the Township be obligated to contribute an average weekly per employee participant amount greater than that of other fund participants or provide funds for any time period where the employee would not have been eligible to receive coverage under the Township plan.

Semi-annually on March 1 and September 1 of each year, the Employer's contribution rate shall be adjusted up or down and rounded to the nearest whole dollar, if the benefit claims experience of the fund over the preceding twelve (12) to thirty-six (36) months (as determined to be actuarially appropriate by the Fund consultant) projected over the next six (6) months would either reduce or increase the net assets of the Fund, after deducting actuarially determined benefit obligations and administrative expenses (determined by the last above actuarial process) in order to maintain a reserve equal to a projected twelve (12) months of benefit and

administrative expenses. For the purposes of this process, the actuarially determined benefit obligations are the estimated amount of pending and unrevealed incurred claims. This calculation includes a reasonable estimate of the current pending and unrevealed incurred benefit claims obligations but does not include the value of retiree benefit obligations which are determined under the provisions of SOP-92-6.

In the event that the average weekly per employee participant coverage contribution exceeds the maximum amount per week, set forth above, all of the members of the various IBT 377 bargaining units receiving coverage under the Fund shall either (1) be obligated to pay any amount in excess of the maximum funding set forth herein through payroll deduction or (2) cease to be covered under the Teamsters Local 377 Health & Welfare Fund and transitioned back to the Township insurance plan as provided for in this article. The Union shall be required to provided the Township with a minimum of sixty (60) days notice in the event that it becomes necessary to transition all of its members back to the Township plan, and upon providing such notice, payments to the IBT 377 Health & Welfare Fund by the Township shall cease for the nine (9) week period prior to members transitioning back to Township coverage for those employees whom the Township provided an initial nine (9) weeks of funding. Those payments withheld during that nine (9) week period shall be retained by the Township in order to offset the initial enrollment funding of nine (9) weeks to the IBT 377 Health & Welfare Fund and the member shall be covered by the Fund during that time period. Upon returning to the Township plan, members will receive coverage in accordance with the plan requirements and be subject to all other terms and conditions for insurance contained in the article.

Section 3. Contribution Rates for Township Coverage. The parties shall contribute the following amounts toward the monthly premiums for health care and ancillary coverage (e.g. dental, vision, etc.) provided by the Austintown Township Board of Trustees as follows:

PPO Plan Coverage	Employer	Employee	Total Base Contribution
Single Contribution	$378.70	$42.08	$420.78
Employee/Child(ren)	$695.89	$77.32	$773.21
Employee/Spouse	$758.27	$84.25	$842.52
Family Contribution	$1,116.80	$124.09	$1,240.89

HSA Plan Coverage	Employer	Employee	Total Base Contribution
Single Contribution	$292.55	$32.51	$325.06
Employee /Child(ren)	$538.44	$59.83	$598.27
Employee/Spouse	$586.08	$65.12	$651.20
Family Contribution	$862.96	$95.89	$958.85

Should the plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Section 4 Township HSA Contributions. The Township will establish an HSA account for each bargaining unit member covered by its HSA plan and contribute the following annual amounts to each member's respective account based upon the applicable coverage:

	Annual Contribution Amount	
	$2,000/$4,000	**$4,000/$8,000 Plan**
Single Coverage	$1400.00	$1730.00
Employee/Child(ren) Coverage	$2800.00	$3460.00
Employee/Spouse Coverage	$2800.00	$3460.00
Family Coverage	$2800.00	$3460.00

Annual contributions shall be credited to the Employee's HSA account in January of each year. Any employee that separates from service with the Employer during the course of the year or transfers between plans shall have his annual contribution prorated on a monthly basis, and any overpayment amount shall be deducted from the employee's final severance check. Employees may elect to supplement the above Township contribution, subject to the IRS maximum limits, through the execution of a pre-tax payroll deduction form.

Section 5. Carrier Changes for Township Coverage. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to provide notice to the Union through the Insurance Committee in advance of such action.

Section 6. Insurance Committee/Insurance Changes for Township Coverage. The Union agrees that the Employer may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the Township bargaining units having members receiving insurance benefits through the Township insurance plan, one (1) or two (2) representatives of the Board/designee, whichever is needed for an odd number, and one (1) representative of the Township Clerk/designee. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.
The Committee may recommend any of the following options:

A. To keep the same plan and pass on any cost increase above the levels set forth in Section 2 of this Article to the parties; or

B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or

C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 2 of this Article, pass that increase along to the parties.

Section 7. Committee Recommendations for Township Coverage. Recommendations of the committee cannot be unilaterally changed by the Township. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by June 1 for the following plan year, the Township may unilaterally adjust the benefit levels if required to stay within the costs set forth in Section 3. If the committee is going to recommend that the Township go out for bid for the following year, the committee must provide the Township with the necessary information by April 1 preceding the plan year for which bids are taken.

Section 8. Opt Out. An employee may elect to "opt-out" of the Township's healthcare plan or coverage under the IBT 377 Health & Welfare Fund. The employee is eligible to receive one hundred dollars ($100.00) per month, minus taxes, to be paid biweekly. Proof of other insurance must be submitted to the Township.

Section 9. Employee Costs. Employees shall contribute before-tax dollars towards the cost of their hospitalization, vision and dental group insurance. Employee contributions through payroll deduction shall be as set forth in Section 1 above.

Section 10. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of fifty thousand dollars ($50,000.00) for all employees.

Section 11. Coverage Continuation Options for Township Coverage. Your individual and your family coverage terminate on your last day of work when you cease to be an employee of the Township. When you cease work because of a leave of absence, your individual and your family coverage terminates on the last day of the month in which you last worked. You have the privilege of continuing your Medical Insurance coverage for the number of months prescribed by law if the full premium payment is made in advance to the Township. Coverage will terminate if

the employee's portion of any premium payment due is not received within fifteen (15) days of its due date. You have thirty-one (31) days from the end of the continuation period to convert to an individual policy with the insurance company. Coverage is strictly between the insurance company and the former employee.

ARTICLE 18
SICK LEAVE

Section 1. Accrual. All full-time employees shall earn sick leave at the rate of four and six tenths (4 6/10) hours with pay, for each eighty (80) hours of service, not including those hours spent on sick leave. Unused sick leave shall be cumulative without limit.

Section 2. Minimum Charged Increments. Paid sick leave shall be deducted from an employee's accumulated sick leave credit on the basis of actual regularly scheduled time (hour by hour) absent except that the minimum leave time charged at the beginning of the work day shall be one (1) hour unless medical certification is provided.

Section 3. Documentation. Employees may be required to furnish a properly completed application for sick leave. If medical attention is required, the employee shall furnish a doctor's certificate to justify the use of sick leave. After an employee is off on sick leave for three (3) consecutive days, continued sick leave will only be granted upon a doctor's certificate. The doctor's certificate must indicate the name of the employee, the date and time of the examination, a projected return date (if applicable), and that the employee is capable of returning to duty.

Section 4. Sick Leave Conversion/Severance. Thirty-five percent (35%) of unused accumulated sick leave shall be paid to an employee upon retirement, or to the surviving spouse or estate of any employee who dies, or to an employee who separates from employment with Austintown Township for any reason up to a maximum of one hundred (100) days.

This 35% of unused accumulated sick leave to a maximum of 100 days (800 hours) shall be reduced at retirement by any sick leave the employee elected to convert to Earnable Salary or wages and/or cash pursuant to Section 7.

Section 5. Usage. Such leave shall be granted to the employee, upon the approval of the Employer, for absence from regularly scheduled hours of employment for the following reasons:

1. Personal illness or non-occupational injury of the employee;

2. Disability due to pregnancy of the employee or spouse;

3. Exposure to contagious disease which would be communicated to their persons;

4. Illness or injury or to a member of the immediate family of the employee. Immediate family shall be defined as: spouse, parents, child, stepchild residing or having had resided in the household, mother-in-law, father-in-law, grandparents, grand-children, brother, and sister.

5. Death to a member of the immediate family of the employee pursuant to Article 21 Bereavement Leave.

After the employee is off for three (3) consecutive days the Township may require medical certification of the employee's fitness for duty.

Section 6. Rate of Pay. Sick leave shall be paid at the highest rate an employee works in a calendar year so long as the employee worked at this higher rate of pay for at least 1, 040 hours per calendar year.

Section 7. Conversion of Sick Time. An employee may submit in writing no later than December 1 of each year a request to convert sick leave time to earnable salary. The principal of Last in First out applies. The sick leave time converted shall be that which is earned during the calendar year and not taken and shall be paid to the employee by January 30 of the following year. The maximum amount of converted sick leave that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year.

An employee may elect to convert up to a maximum of 120 hours each year as long as the employee has an unused accumulated sick leave balance of 480 hours at the time the conversion takes place. If the employee wishes to convert less than 120 hours of sick leave, he must have an unused accumulated sick leave balance equivalent to four times the amount of sick leave he wishes to convert, e.g., to convert 40 hours, he must have a balance of 160 hours at the time of conversion, to convert 80 hours, he must have a balance of 320 hours, etc.

No employee shall receive more through this annual conversion option than the employee would have received at retirement had the employee not elected to do a conversion prior to retirement. Any leave time converted under this provision shall be subtracted from the employee's 100-day maximum final payout of sick leave pursuant to Section 4.

ARTICLE 19
ANNIVERSARY DATE AND VACATION PERIOD

Section 1. Entitlement. The vacation schedule shall be as follows:

Completed Years of Active Service	Paid Days Off
1 – 6	10 (two weeks)
7 – 12	15 (three weeks)
13 -19	20 (four weeks)
20 and over	25 (five weeks)

Vacation is credited each bi-weekly pay period for each hour of actual paid time or 2080 hours, which ever is less, at the rates set forth below

Annual Vacation Entitled To	Credited for Pay Period
80 hours	.0385 per hour of actual paid time
120 hours	.0577 per hour of actual paid time
160 hours	.0770 per hour of actual paid time
200 hours	.0962 per hour of actual paid time

Section 2. Taking Vacation Leave. Employees may take vacation leave to which they are entitled beginning the first full pay period following the date they complete the required years of service. Years of active service shall be computed in the same manner as is service credit for purposes of longevity.

Section 3. Anniversary Date. After completing one (1) full year of full-time service with the Township, that anniversary date shall become the employee's permanent vacation anniversary date.

Section 4. Vacation Carryover. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to carry over two (2) weeks of vacation from one year to the next; however the two (2) weeks shall be taken by the employee prior to the following anniversary date of employment.

Section 5. Rate of Pay. Vacation pay shall be paid at the highest hourly rate an employee works in a calendar year so long as the employee worked at this higher rate of pay for at least 1,040 hours in the calendar year.

Section 6. Working while on Vacation. An employee does not have the option of working his vacation or receiving payment for unused vacation without the Township's consent.

Section 7. Overtime Callout while on Vacation. Employees shall be eligible for overtime callout while on vacation.

Section 8. Selling One Week Vacation Leave. An employee may submit in writing no later than December 1 of each year a request to sell one (1) week of vacation time (five [5] days). The principal of Last in First out applies. The vacation time sold back to the Employer shall be that which is earned during the calendar year and not taken and shall be paid to the employee by January 30 of the following year. The maximum amount of converted vacation time that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year. The maximum amount that can be sold back each year is one (1) week of vacation time.

ARTICLE 20
HOLIDAYS/PERSONAL DAYS

Section 1. Holiday pay Eligibility. In order to be eligible for holiday pay, an employee must work his scheduled day before and his scheduled day after the holiday, unless, however, the Employee furnishes satisfactory medical proof that he was unable to work such days. This provision does not apply if the employee works the holiday.

Section 2. Holidays. Employees shall be paid for the following eleven (11) holidays:

1. New Years Day	1st Day in January
2. Martin Luther King Day	3rd Monday in January
3. Presidents Day	3rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	4th Day of July
6. Labor Day	1st Monday in September
7. Columbus Day	2nd Monday in October
8. Veterans Day	11th Day of November
9. Thanksgiving Day	4th Thursday in November
10. Christmas Eve Day	24th of December
11. Christmas Day	25th of December

Employees may exercise the option, on a departmental basis, of substituting the day after Thanksgiving for Columbus Day.

Section 3. Personal Days. Each full-time employee, after one (1) year of service within their department, shall be entitled to two (2) personal days per year instead of the Township's Emergency Leave policy.

ARTICLE 21
BEREAVEMENT LEAVE

Section 1. Immediate Family. For the purposes of bereavement leave under this article, immediate family includes the employee's parent, child, spouse, sibling, stepchild residing or having had resided in household, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law (sibling-in-law limited to spouse's sibling or sibling's spouse or person who stood in the place of a parent (in loco parentis) when the employee was a child.

Section 2. Amount/Eligibility. In the event of the death of a member of the immediate family as defined in Section 1, the employee shall be eligible to receive paid bereavement leave of up to three (3) consecutive calendar days, one of which must include the day of the funeral, without using sick leave. Additional leave may be requested under Article 18, Sick Leave, Section 5.

Section 3. Other Family. In the event of the death of an aunt or uncle, the employee may request bereavement leave of up to three (3) consecutive calendar days, one of which must include the day of the funeral. Any leave taken under this section shall be deducted from the employee's sick leave balance.

ARTICLE 22
INJURED ON DUTY LEAVE & TRANSITIONAL WORK

Section 1.

A. **Injury on Duty Reporting.** When a bargaining unit employee is injured in the line of duty while actually working for the Township on regular assignment, the injured employee shall immediately comply with the following:

1. Follow the Incident Reporting Policies which have been discussed with the Union prior to implementation.

2. Submit a completed and signed internal incident report containing the nature of the injury, the date occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.

3. Furnish the Township with a signed Austintown Township Authorization(s) Release Medical Information relevant to the claim.

4. In the event the employee seeks medical care the employee shall immediately provide a medical certification from a physician on the list of Township

approved providers or in the event of an emergency a physician who treated the injured worker, as to the injured worker's work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work, with or without restrictions, as a result of the injury along with an estimated return to work date, with or without restrictions.

B. **Injury on Duty Leave.** When a bargaining unit employee is injured in the line of duty while actually working for the Township on regular assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (IOD), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 2 and there shall be no loss of benefits provided by this agreement during the period of IOD.

Section 2. Eligibility Requirements. To be eligible for injured on duty leave, the employee shall:

1. Follow the Incident Reporting Policies which have been discussed with the union prior to implementation.

2. Submit a completed and signed internal incident report containing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.

3. Furnish the Township with a signed Austintown Township Authorization(s) to Release Medical Information relevant to the claim.

4. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

5. In the event the employee seeks medical care the employee shall immediately provide a medical certification from a physician on the list of Township approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

Section 3. Healthcare Coverage. An employee's healthcare coverage shall remain in effect during the period that he is receiving IOD benefits.

Section 4. Independent Medical Review. The Township reserves the right to require the employee to have an independent medical examination by a physician selected by and paid for by the Township at any time when the employee is receiving injured on duty leave, and reserves the right to review the employee's status every thirty (30) days.

Section 5. Rate of Pay/Duration of Leave. Leave may be paid at the employee's current rate at the time of the injury for a period of three (3) months from the date of injury.

Section 6. Denial of Claim/Reimbursement. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee shall reimburse the Township for any amounts paid pursuant to this section. The Township may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods.

Section 7. Concurrent FML/Exhaustion of IOD Benefits. In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, including IOD benefits, used for a qualifying condition. An employee that is no longer eligible for IOD benefits, shall take his accrued sick, vacation, personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 8. Transitional Work/Light Duty Program. The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury.

At any time an employee is released to return to work with restrictions, the employee prior to starting work shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as light duty.

The Township will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee.

The Township will determine if the employee is eligible for assignment to the Transitional Work Program. The Township will assign the employee approved for

transitional work to an assignment for a period not to exceed sixty (60) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes in the C.B.A. and will be discretionary assignments by the Township. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.

At the end of sixty (60) calendar days, the Township and the employee's medical provider will make a decision as to the employee's availability to return to his/her regular assignment. It will be the expectation of the Township that all employees will make the transition into their regular assignment within the sixty (60) calendar days.

If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Township may extend the transitional assignments for a period of ten (10) more working days.
An employee that was injured in a work-related incident will not be eligible to return to Injured on Duty status at the expiration of their sixty (60) calendar days of Transitional Duty.

A maximum of two (2) employees are permitted on light duty at any time. Light duty can consist not only of road related work, but also non-road related work such as light maintenance work (cleaning or janitorial work, for example) so long as the employee's condition permits.

Section 9. Employee's Return to Work Obligation. As soon as an employee is released to work, with or without restrictions, at any time after injury or during any period of disability directly related to the work-related injury, the employee shall immediately contact his department head or other appropriate personnel to advise of his status and to schedule his return to work. If the employee fails to promptly advise his department head or other appropriate personnel of his return to work status then the employee may be subject to discipline, including but not limited to for being absent without leave.

ARTICLE 23
COURT APPEARANCES

Section 1. Employer Appearances. Any employee who is required to appear in court at the request of the Employer or on behalf of the Employer shall be compensated at an hourly rate for those hours spent appearing in court on behalf of the Employer.

Section 2. Jury Duty. An employee called for jury duty shall be granted time off for jury duty. The Township will compensate the employee for the difference

between his jury duty pay and his regular pay. The employee must remit his jury duty pay to the Township. An employee who reports for jury duty and is subsequently excused or released from jury duty shall contact his supervisor as soon as possible to determine whether he will be required to report to work for the remainder of the work day.

ARTICLE 24
LEAVE OF ABSENCE

Section 1. Each employee is permitted one ninety (90) day unpaid leave of absence during the term of this contract. Such leave cannot be used to work at another job. The Employee shall not receive any service credit during such leave.

ARTICLE 25
UNAUTHORIZED WORK STOPPAGES/NO STRIKE CLAUSE

Section 1. No Strike/No Lockout. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Contract unless any article of this contract is violated. No lockout of employees shall be instituted by the Township during the term of this Contract unless any article of this contract is violated.

Section 2. Discipline. The Union agrees to represent all employees in the bargaining unit without discrimination and will not participate in or sanction unauthorized work stoppages, on penalty of forfeiting the provisions of this agreement. Participants in unauthorized work stoppages shall be subject to immediate suspension and subsequent discharge.

ARTICLE 26
HEALTH AND SAFETY

Section 1. Townships Duties. The Township agrees to furnish, and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

Section 2. When an employee, in good faith, believes any equipment, tools and/or vehicles are unsafe, such equipment, tools, and/or vehicles shall immediately be taken out of service and the employee shall immediately report to his supervisor for reassignment. The employee shall not operate said equipment until directed to do so by the supervisor after an investigation and inspection shows the equipment to be safe.

Section 3. The Employer shall provide each full-time employee with the following safety equipment and foul weather gear:

1. Boots-knee length construction type.
2. Boots-light driving type.
3. Rain coat and pants.
4. Rubber gloves.
5. Fluorescent vest.
6. Hard hat.
7. Work gloves.
8. Eye and ear protection.

To obtain a replacement for any of the items listed an employee must present the old item that has become worn or damaged to the Road Supervisor. All of these items remain the property of the Township.

ARTICLE 27
PROBATIONARY PERIOD

Section 1. Each newly hired employee shall serve a probationary period of ninety (90) days during which the Township may discharge the employee without providing reasons and without the need to establish cause. Neither the employee nor the Union shall have recourse to the grievance procedure or to any administrative agency or court of law to challenge a discharge during the probationary period. Probationary periods may be extended by mutual agreement of the Employer, the employee, and the Union.

ARTICLE 28
ALCOHOL AND DRUG TESTING POLICY

Section 1. Policy Statement. Both the Union and the Township recognize illegal drug usage as a threat to the public safety and welfare and to the employees of the Township. Thus, the Road Department will take the necessary steps, including drug testing, to eliminate illegal drug usage.

Section 2. Disciplinary Schedule/Alcohol Drug Testing Infractions. The existing testing policy is hereby incorporated herein with the following modifications:

Consequences of First Positive test:

1. **Suspension.** Suspended immediately without pay except that the employee may use vacation days or sick leave if permitted by law during suspension;

2. **Reinstatement Requirements**. Return to work dependent upon;

   A. SAP (Substance Abuse Professional) approval;
   B. Negative drug test;
   C. Completion of recommended Rehabilitation program with termination the result for failure to complete rehabilitation.

3. **Follow-up/Aftercare Agreement.** Subject to twenty-four (24) months of testing with at least six (6) tests in first year plus execution of aftercare agreement. Violation of aftercare agreement can result in suspension and additional testing with additional positive tests during these twenty-four (24) months resulting in discipline as set out below:
   Second Positive test, regardless of whether this occurs during the twenty-four (24) months of the first positive test aftercare agreement or at any time in the future and regardless of whether for the same or different drug (including alcohol): the penalty is a ten (10) day suspension without pay plus the requirements of 2 and 3 above.

   Third positive test will result in a thirty (30) day suspension without pay plus the requirements of 2 and 3 above plus the execution of a last chance agreement.

   Fourth positive test will result in termination.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY CLAUSE

Section 1. In case of national or state emergency all employees are subject to immediate action as required.

ARTICLE 30
WORK RULES

Section 1. Departmental Rules. The union recognizes the Township's right to establish, implement, and adjust new and revised work rules, regulations, policies, and procedures.

Section 2. Access. Copies of the specific department orders, rules, regulations and procedures, if they exist, shall be available to all employees.

Section 3. Notice/Violation of Agreement. Prior to the effective date of any newly established or adjusted work rule, regulation, policy or procedure, the Employer will notify the Union and upon the Union's request, will meet with the Union to discuss the effect of the rules prior to implementation. The parties agree

that no work rules, regulations, policies or procedures shall be established or maintained that are in violation of the Agreement.

ARTICLE 31
DURATION

This Agreement shall be effective upon execution and shall continue in full force and effect until December 31, 2018.

SIGNATURE PAGE

Signed and dated at Austintown, Ohio on this 12th day of September, 2016.

For Austintown Township

Jim Davis, Trustee

Reverend Richard Stauffer, Trustee

Ken Carano, Trustee

Michael Dockry
Township Administrator

Robin L. Bell
Chief Negotiator

For the Union

Rich Sandberg, President
Teamsters Local No. 377

Ken Sabo
Vice President, Business Agent
Teamsters Local No. 377

Bengie Bengala, Chief Steward
Austintown Township Road

Dave Bokesch, Asst. Steward
Austintown Township Road

Bill Antal, Committeeman
Austintown Township Road

APPENDIX A
INSURANCE BENEFITS SCHEDULE

APPENDIX B
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the Township's tentative list of approved providers for IOD. Generally this list will be reviewed, finalized, and updated in January of each year. Other modifications and adjustments to the list may occur during the course of the year at the discretion of the Township.

Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the Township for consideration.