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AGREEMENT BETWEEN

**AUSTINTOWN TOWNSHIP
BOARD OF TRUSTEES**

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)
DISPATCH UNIT**

**SERB Case No. 2014-MED-01-0041
2016-MED-12-1375**

Effective April 1, 2017

through

March 31, 2020

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is hereby entered into by and between the Township of Austintown, hereinafter referred to as the "Township" or "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union."

Section 2. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the parties now desire 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 Township to participate through collective bargaining in the determination of the 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 Austintown;
4. To avoid interruption or interference with the efficient operations of the Township's business; and
5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1 RECOGNITION

Section 1. Inclusion. The Township hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, for all employees in the following classifications:

- A. Full-time Dispatcher
- B. Part-time Dispatcher

Section 2. Exclusion. All management, supervisory, confidential, seasonal, intermittent, temporary employees, members of Austintown F.O.P. Lodge 126, and other employees of the Township are excluded from the bargaining unit.

ARTICLE 2 FAIR SHARE FEE AND DUES DEDUCTION

Section 1. It is hereby agreed between the Township and the Union that, after completion of the first sixty (60) days of employment, employees occupying bargaining unit classifications shall either become a dues paying member of the Union or remit a fair share fee in accordance with

the provisions of Ohio Revised Code 4117.09(C). The Union shall indemnify the Township and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Township in complying with the provisions of this article.

Section 2. Dues Deduction Procedure. The Township agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for payroll dues and fees deduction.

Section 3. Fair Share Fee Deduction Procedure. In recognition of the Union's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Union by paying to the Union a fair share fee. Fair share fee deductions shall be in accordance with the requirements of Ohio Revised Code Section 4117.09(C).

Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

ARTICLE 3 **NON-DISCRIMINATION**

Section 1. Neither the Township, its agents, agencies or officials, nor the Union or its agents, or officers will discriminate against any employee on the basis of age, gender, marital status, race, color, religion, national origin, disability, military status, genetic history, or political affiliation.

Section 2. The Township agrees not to interfere with the desire of any employee to become or remain a member of the Union. The OPBA shall not interfere with any person choosing not to be a member of the OPBA.

Section 3. Gender Neutral. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 4 **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 dispatchers and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission;

- c. To suspend, demote, discipline, or discharge employees for just cause;
- d. To take actions as may be necessary to carry out the mission of the dispatchers in emergencies;
- e. To hire, schedule, transfer and assign employees in accordance with law and the provisions of this Agreement;
- f. To recruit, select and determine the qualifications and characteristics of new employees;
- g. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
- h. To train or retrain employees as appropriate;
- i. To do all other things which the Township Trustees deem necessary and proper in the operation and management of the police department.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Township and the Union recognize and agree that uninterrupted services of the employees are essential to public health, safety and welfare.

Section 2. No Strike. The Union agrees that it, its officers, agents, representatives and members shall not, directly or indirectly, call, authorize, instigate, cause, aid, condone, sanction, finance, participate and/or assist in any way in any strike, work stoppage, slowdown, walkout, concerted "sick" leave, mass resignation, picketing or interference of any kind of any operation of the Township by its members or other employees of the Township. The Union shall at all times cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of this provision.

In the event any violation occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the Township is prohibited by this Agreement and by Ohio law and not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately order all employees to return to work at once.

Section 3. No Lockout. The Township agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employees for the duration of this Agreement.

Section 4. Crossing Picket Lines. In the event any other employee or group of employees of the Township engages in any interruption of the Township's business by way of strike or work

stoppage of any kind, members of the Union shall come to work and/or continue to do their work. Where any member desires to come to work but is fearful of his safety due to the strike or work stoppage activities of other employees, he will call his or her first level of supervision that can be reached, express his concern and request assistance in coming to the work place.

ARTICLE 6 PROBATIONARY PERIOD

Section 1. Initial Hire. The probationary period for all newly hired employees shall be nine hundred (900) hours in twelve (12) months. In the event a part-time employee becomes a full-time employee prior to completing the nine hundred (900) probation hours, the employee shall remain on probation until nine hundred (900) hours are completed.

Newly hired employees shall accrue no seniority during the probationary period; upon completion of the probationary period, seniority shall be credited back to the date of hire in accordance with Article 10, Seniority.

Section 2. Probationary Removal/Termination. Removal/termination from probationary status shall be upon the recommendation of the Chief of Police and approval of the Board of Trustees, with no right of appeal. The Employer agrees to provide a probationary employee with thirty (30) days notice if he is being considered for removal/termination.

Should a full-time employee fail to complete his probationary period within twelve (12) months, that employee shall be terminated or removed and returned to his part-time classification. Should a part-time employee fail to complete his probationary period in the specified time, that employee shall be terminated.

Section 3. Return to the Bargaining Unit. A bargaining unit member accepting a promotion or transfer to a non-bargaining unit position shall be permitted to return to his prior bargaining unit position for a twelve (12) month period. If the employee returns to his previous position, he shall suffer no loss of seniority and be entitled to benefits under the parties' Agreement. The parties agree that if any employee is displaced (i.e., laid off, removed, etc.) as a result of an employee's return to the bargaining unit, such action shall not be subject to the parties' grievance procedure.

ARTICLE 7 UNION ACTIVITY/REPRESENTATION

Section 1. The Union President or his designee shall have up to twenty-four (24) hours of annual paid time off to attend OPBA functions and meetings.

Section 2. The Union shall be allowed to designate two (2) members of the bargaining unit to attend meetings with the township and/or the OPBA, negotiations sessions, grievance processing meetings, labor/management meetings, etc. Employees shall suffer no loss in pay, if they are working, for attendance at these functions.

ARTICLE 8
LABOR/MANAGEMENT COMMITTEE

Section 1. In order to promote the highest standards of safety and professionalism in the Communications Division, provide a means for continuing communication between the OPBA members and the Employer, and support a climate of constructive employee-employer relations, the parties agree to create a Labor/Management Committee.

Section 2. Meetings. This committee will meet at least quarterly or within fourteen (14) days of a request of either the OPBA or the Employer to discuss any issues that either party wishes to raise relating to the operation of the communications division. Each party will provide the other with a written list of issues to be discussed at least seven (7) days prior to the meeting.

Section 3. Composition. The Committee will consist of not more than three (3) representatives of the OPBA and three (3) members of Austintown Township Administration.

Section 4. Subject Matter. The LMC shall not be construed as a substitute for the grievance procedure. The purpose of such meetings shall be to:

- A. To make a good faith effort to keep the Union informed of all matters having an effect upon the employment relations and/or working conditions of the employees in the bargaining unit.
- B. Discuss the administration of this contract.
- C. Discuss pending grievances/arbitrations when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interests to their members.
- F. Discuss ways to improve efficiency and work performance.
- G. Discuss training, education, and development opportunities.
- H. Consider policies relative to safety standards and equipment.

ARTICLE 9
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (not in excess of five [5] days paid leave), suspended, discharged, or

removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay. At the option of the employee and up to a maximum of ten (10) days time, accrued vacation or holiday time may be forfeited equal to the length of the suspension. For suspensions greater than ten (10) days, employees may elect to forfeit accrued paid time only with the agreement of the Employer. Record of suspension will be maintained.
4. Suspension of record (i.e. paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. Suspensions of record will only be used to deal with absenteeism related offenses. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of Township or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Progressive/Uniform Discipline. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of conduct, and how other employees have been disciplined under the same circumstances.

Section 4. Timelines for Issuing Discipline. In areas of discipline that are non-criminal in nature, the Employer shall take disciplinary action within a period of no later than ninety (90) calendar days from when management knew or should have had knowledge of the alleged infraction.

Where discipline is based on a criminal conviction, the Employer shall take disciplinary action within a period of no later than thirty (30) calendar days from when all court proceedings are concluded, provided that it has knowledge of the conviction.

Section 5. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the employee's right to Union representation and the time and place of a predisciplinary meeting, to be held within forty-eight (48) hours, between management and the employee. Should an OPBA representative not be available, a single forty-eight (48) hour continuance shall be granted.

The employee may be accompanied by a Union director, officer, or representative during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 6. Appeals. Appealable disciplinary actions must be filed at Step 2 of the grievance procedure within fourteen (14) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 7. Felony Indictment/Arrest. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings.

An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 8. Disciplinary Records. Records of disciplinary action shall cease to have any force or effect or be considered in future disciplinary matters or advancement possibilities, provided that there has been no intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	six (6) months
Written Reprimands	six (6) months
Suspensions, Fines, and Reductions	twenty-four (24) months

ARTICLE 10
EMPLOYEE STATUS/SENIORITY

Section 1. Employee Status.

- A. Full-time. A full-time employee shall be defined as an employee regularly scheduled to work forty (40) hours per week. Employees hired to fill a full-time position during a year shall be considered full-time employees.
- B. Part-time. A regular part-time employee shall be defined as an employee who works at least five hundred and twenty (520) hours per year, but is compensated for less than one thousand five hundred (1,500) hours per year. A part-time employee who works more than one thousand five hundred (1,500) hours is a full-time employee.

Section 2. Seniority Defined.

- A. Full-Time Total Seniority. Total Seniority is the total accumulated service of an employee with the Township from the date they become a full-time employee. An employee moving from part-time to full-time status will receive seniority credit prorated for the amount of time spent in part-time status (e.g., a full-time employee with one thousand forty (1,040) hours of part-time service will be credited with a one-half (1/2) year seniority credit).
- B. Full-Time Bargaining Unit Seniority. Bargaining Unit Seniority is the total accumulated service of an employee as a police/fire dispatcher with the Township from the date they become a full-time employee. An employee moving from part-time to full-time status will receive seniority credit prorated for the amount of time spent in part-time status (e.g., a full-time employee with one thousand forty (1,040) hours of part-time service will be credited with a one-half (1/2) year seniority credit.)
- C. Part-Time Total & Bargaining Unit Seniority. Part-time employees receive part-time seniority credit on the basis of hours worked. A full-time employee moving to part-time status will be credited with all hours worked with the township.

Section 3. Seniority List. A seniority list should be posted in the dispatch room at all times, showing hire date, seniority ranking, dates of classification change(s), and total years of service. This list will be updated every three (3) months.

Section 4. Break in Seniority. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of twenty-four (24) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive scheduled workdays, unless such failure to notify was reasonably beyond the employee's control.

Section 5. No currently employed dispatcher shall lose any seniority ranking by virtue of the implementation of the contract language upon its execution in the year 2007.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Whenever the Employer determines that a lack of funds or lack of work exists, or reorganization in the operations of the Employer is necessary, a reduction in force shall occur

(i.e., layoff or job abolishment). The Employer shall notify the affected employee(s) in writing at least thirty (30) calendar days prior to the date of the reduction.

Section 2. Procedure. When the Employer determines that a reduction in force is to be made within the bargaining unit, it shall occur by classification, by seniority. The member with the least amount of seniority in the affected job classification shall be laid off first. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 10, Section 2 (B) or (C) of this Agreement. The Employer agrees that it shall reduce/layoff all part-time dispatchers prior to instituting a reduction among full-time dispatchers.

Section 3. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for twenty-four (24) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, it shall recall bargaining unit members from the layoff list in reverse order in which the members were laid off.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 1. Definition. A grievance is defined as an allegation that there has been a breach, misinterpretation, or misapplication of the terms of this Collective Bargaining Agreement.

Section 2. Group/Class Actions Grievances. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members or the OPBA 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 on behalf of which the grievance is filed shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the Chief of Police.

Section 3. Grievance Contents. All grievances shall be filed in writing on a form provided by the OPBA and must contain, but not be limited to, 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 or OPBA Representative.

Section 4. Procedure Generally. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. 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 at the last completed step. The aggrieved may withdraw a grievance at

any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

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

Section 6. Time Limits. Time limits set forth herein may only be extended by mutual agreement of the parties. The term "days" used in this article shall mean calendar days, except that where the deadline for action/response falls on a non-business day (e.g., weekend, holiday, etc.), such deadline shall be extended to the next business day.

Section 7. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Township prior to the filing or starting of the grievance.

Step One. Chief of Police. Within thirty (30) days following the occurrence that initiated the dispute, the grievant shall file his grievance with the Chief of Police, or it is forever barred. This does not preclude filing a grievance over a recurring violation or over a violation if it occurs again.

When the Chief of Police receives the grievance, the Chief or his authorized representative shall arrange a meeting with the grievant within fourteen (14) days to discuss the grievance. The Chief shall render his decision in response to the grievance no later than seven (7) days after the above prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative.

Step Two. Board of Trustees/Designee. If the grievant is not satisfied with the decision of the Chief of Police or his authorized representative, the grievant must then process the grievance to the Board/designee within fourteen (14) days.

Within fourteen (14) days from receipt of the grievance, the Board/designee shall either grant the remedy requested by the grievant, deny the grievance, or schedule a meeting to evaluate and decide the grievance. This meeting may be attended by the grievant and/or his representative of the Union and any other person so designated by the Employer. If a meeting is held, the Board/designee shall issue a written decision to the grievant and the Union within seven (7) days. Grievances unresolved at Step 2 may be submitted to arbitration upon request of the OPBA in accordance with the provisions of this article.

Section 8. Arbitration. The OPBA, 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 OPBA shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

Section 9. Selection of the Arbitrator. Within ten (10) days from the receipt of the properly signed appeal for arbitration, the Trustees' representative shall confer with the appropriate representative of the Union to determine if an arbitrator can be mutually agreed upon. If the parties are unable to agree on an arbitrator, the Employer or the Union may request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators. Once the panel 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 names to indicate the order of preference, and return the list to FMCS or AAA. Each party may reject one (1) list and request another.

Section 10. Hearing Procedure. The arbitrator shall conduct a hearing on the grievance within sixty (60) days after he or she is selected as arbitrator. The hearing shall be in Austintown, Ohio. If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he then shall proceed to conduct a hearing on the merits.

The arbitrator shall make his or her written decision on the grievance within thirty (30) days after conclusion of the arbitration hearing process. The arbitrator shall be governed by applicable Ohio law, in its decision and shall not render a decision that is in conflict with the language of this Agreement. The arbitrator's decision shall be final and binding upon the Township, the Union, and the grievant.

Section 11. Arbitration Costs. The arbitrator's fees and other expenses shall be borne equally by the Township and the Union with regard to all grievances arising out of the interpretation or application of the specific terms of the Collective Bargaining Agreement, except the costs associated with the appearance of witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

Section 12. Time Limits and Forfeitures. If the grievant fails to advance his or her grievance to the next step within the time limitations provided in this Article, the decision by the Township's representatives at the previous step shall then be conclusive.

If the Board/designee fails to issue a decision within the applicable time limitations, the grievance shall be granted and the remedy awarded, provided that the remedy is commensurate to the alleged contractual violation.

Section 13. Grievance Documents. In all steps of the above grievance procedure, the grievant shall be required to prepare the copies of the grievance and the Township shall be required to acknowledge receipt. The Township shall provide copies verifying receipt to the Union or the grievant.

ARTICLE 13
WORK RULES AND POLICIES

Section 1. The Union recognizes that the Township, in order to carry out the statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Township's services and programs.

Section 2. The Township agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement.

Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union and employees at least ten (10) business days prior to their implementation except in a bona fide emergency situation. Copies of the General Orders Manual shall be provided to all dispatchers within (10) days of hire.

Section 3. Each employee shall get a full copy of all Rules and Regulations, prior to implementing any new Rules or Regulations. All employees and the Union must receive and review the rule.

ARTICLE 14
SHIFT BIDDING/SCHEDULING

Section 1. The parties agree that Employer shall establish shifts and post the available shifts for bid by bargaining unit members. In an effort to ensure adequate coverage while limiting overtime, the Employer will establish a list of shifts or partial shifts [less than eight (8) hours] weekly to be minimally staffed and called out for overtime (hereinafter "required hours"). The remaining scheduled shifts or partial shifts will not be filled with overtime.

Section 2. Bidding Procedure. For scheduling purposes, every three (3) months, the Employer will conduct shift selection/days off bid during which time full-time bargaining unit members will be permitted to bid for their shift preference and days off. Bidding will be conducted by classification with shift selection being awarded by bargaining unit seniority.

Section 3. Posting Period. Bid selection sheets shall be posted thirty (30) days prior to the end of the current schedule. Bidding shall be completed once all dispatchers have selected their shifts/days off, but in no event shall bidding continue for than five (5) days after posting. Three (3) weeks prior to the end of the current schedule, the next three (3) month schedule shall be posted. Following the bidding period any requests for time off for that three-month period will not be applied until after the schedule is posted.

Section 4. Award. Full shifts will be awarded over partial shifts regardless of status, seniority, or shift preference order. Following the bid period and prior to posting the schedule, the Township may adjust scheduled shifts only for the purpose of eliminating scheduled overtime. Changes will be made in reverse order of seniority.

Section 5. Lead Dispatchers/Working Supervisors. The Lead Dispatcher I and Lead Dispatcher II, both working supervisors (duties specified via APD Policies & the Chief of Police) as bargaining unit members, will bid along with other full-time Dispatchers. Lead Dispatcher I will have (24) scheduled administrative hours per week along with (16) working the desk, Lead Dispatcher II will have (16) administrative and (24) on desk. If a scheduled shift on the desk needs changed to fulfill supervisory responsibilities, the vacant shift will be filled per Section 13. If not voluntarily filled, non-regularly scheduled Dispatch Supervisor days will not be approved if it would force another dispatcher to work overtime.

Section 6. Part Time Scheduling. Part-time dispatchers will be scheduled by the Township after full-time employees have selected shifts and days off and have been scheduled

Section 7. Vacant Shifts (Prior to Posting Schedule). Any required hours that remain open after completion of the bidding, part-time scheduling, and township adjustments will be filled pursuant to Section 13. If required hours remain vacant leaving coverage below the minimum staffing on the desk and a callout per Section 13 does not fill the hours then the current least senior on duty dispatcher and the least senior dispatcher coming in will be required to evenly split the uncovered required hours.

Administrative hours will always be secondary to maintaining minimum staffing on the three consoles. If the vacant shift or partial shift drops dispatch to below the set minimum staffing and is not successfully filled via callout, then the supervisor will work the hours on the desk. The supervisor will only be required to cover the desk during his scheduled administrative hours, unless he is forced over due to positional seniority. If an on duty supervisor is in the office with a vacant console in the communication center and the call volume reaches a level at which assistance is needed, then the supervisor will cover the vacant console.

If an employee voluntarily agrees to work overtime, whether a full or partial shift, and then later decides he is unable to work that time, he may be subject to disciplinary action.

Section 8. Approving/Denying Leave. All requests for leave must be in writing using the communications paid time off request form and such requests will be approved or denied in writing. If unable to physically fill out the request form an employee may call in on a recorded line and have a supervisor complete the form on his behalf. Once any employee has been approved for leave time off, said scheduled time off shall not be rescinded unless there is a natural disaster or mutual agreement by the employee.

- A. Vacation and AT requests must be requested prior to seventy-two (72) hours before the scheduled shift. Should an employee need a vacation or AT day with shorter notice it may be requested, however request will be denied if it takes dispatch below the minimum staffing. This request will be made to and approved by a dispatch supervisor only. If a dispatch supervisor is not available, the request must be made to the on duty turn commander who will complete the form. Requests must be made in writing and left for the dispatch supervisor showing who approved time off. A maximum of two (2) people will be allowed off on any type leave in a day. The maximum number of people off does not include regularly scheduled administrative time, FMLA or military leave.

- B. Personal days will not be denied as long as the approval would not force another dispatcher to work more than sixteen (16) hours.
- C. Training Schools
 - 1. Dispatchers will attend schools, mandated by the Employer, even if it causes overtime but not if it causes someone to work more than sixteen (16) hours and does not drop the coverage on the desk below the required scheduled shifts.
 - 2. If training funds are available, attendance at non-mandated schools may be approved by the township so long as there are no more than (2) employees off on that day.
- D. Partial Shifts. Leave requests (vacation/AT) for partial shifts shall be made in writing to a dispatch supervisor using the request for time off form. If not physically able to fill out this form in writing request must be made on a recorded line to a dispatch supervisor or on duty turn commander in their absence who will complete the form. Partial shift leave may be granted under the following conditions:
 - 1. The fourth console is manned during the requested hours, allowing that person to move to cover the vacant position.
 - 2. Another dispatcher volunteers to work the hours being requested off.
 - 3. Taking these hours off does not drop staffing level to below the required scheduled shifts.

Section 9. Busy Shifts/ Special Details. The parties recognize that there are known days of the year and known special circumstance that require minimal coverage of all positions. For those dates and circumstances, requests for vacation and/or AT may be denied on the grounds that coverage is not adequate. If a vacancy is created due to sick leave, bereavement or personal leave and a callout per Section 13 does not fill the vacancy then dispatchers will be ordered in early and/or to stay late. The known days of the year/special circumstances include the following:

- A. New Year's Eve: three (3) dispatchers required on December 31st from 1600 until 0500 January 1st.
- B. St Patrick's Day: three (3) dispatchers required on March 17th from 1100 until 0500 March 18th.
- C. July 4th: three (3) dispatchers required on July 4th from 1100 until 0500 July 5th.
- D. Thanksgiving Eve: three (3) dispatchers required Wednesday at 1600 until 0500 on Thanksgiving Day.

- E. Check points, OVI blitzes or other details: Four (4) dispatchers required one (1) hour before the start of the detail to one (1) hour after the detail ends. At least two weeks' notice shall be given for these events so necessary schedule accommodations can be made.
- F. Other designations may be made by a dispatch supervisor with approval of the Chief or his designee

Section 10. Long Term Absence. If a dispatcher gives notice of an absence that is expected to last thirty (30) days or longer, the employer shall offer an expedited shift bid to minimize the impact of the absence. Additional bids may be required in order to coordinate the expedited bid(s) and the regularly scheduled bid. If the absent dispatcher is able to return to work prior to the anticipated date, the regularly bid schedule shall be reinstated. Any conflicts created due to changes will be handled on an individual basis with the intent to accommodate all the schedules of all dispatchers as best as possible.

Section 11. Shift Trades. Upon approval of a Dispatch Supervisor, dispatchers may trade shifts within the same work week as long as it does not cause overtime and does not cause a drop below the minimal levels as set by the township. The trade must be one dispatcher's scheduled working shift for another and may not involve any leave time.

Section 12. Overtime Scheduling Policy/Overtime Call In (post schedule posting). To assure full coverage of the required scheduled shifts or partial shifts (required hours for minimum staffing) the following procedure will be used for filling schedule vacancies:

- A. Efforts to fill any vacancies will first be made by shutting down the fourth console and moving that scheduled employee to cover the required covered hours.
- B. Where vacancies in the schedule exist after the schedule has been posted and the fourth console is unable to eliminate the vacancy, the Township may adjust the schedules of the two (2) least senior dispatchers scheduled that day; only with the intent to eliminate overtime. Shifts will not be adjusted without at least a forty-eight (48) hour notice to the employee affected.
- C. If unable to move anyone to eliminate the overtime, the vacancy shall be offered by seniority, with the opportunity first offered to the most senior dispatcher not working on the shift or an overlapping shift. Attempts shall be made to fill the full shift when the full shift needs to be filled prior to awarding a partial shift. If a callout does not fill the vacancy, then the least senior current on duty dispatcher and the least senior dispatcher coming in will be required to split the uncovered hours. The current on-duty dispatcher will be required to stay late and the next dispatcher coming on-duty will be required to come in early. The affected dispatchers can choose how to split the hours. If they cannot come to an agreement on how to split the hours, then the uncovered hours will be evenly split. If only part of an eight (8) hour shift must be filled, then the dispatcher whose shift abuts the hours needed to be filled shall be required to stay late/come in early. No employee shall be forced on overtime more than once a week, any additional forces will

be done in reverse order of seniority. Callout procedures for vacant hours (shifts) will be handled by the on duty dispatch supervisor. If there is no dispatch supervisor on duty the callout will be done by the shift turn commander.

- D. If an employee electively picks up overtime whether a full or partial shift and then later decides they are unable to work that time, they must submit a request for remittance prior to seventy-two (72) hours before that shift begins. If they fail to do so within time limit will be subject to applicable progressive discipline.
- E. Errors may only cause compensatory time not overtime pay.
- F. Non-bargaining unit members shall only be used to cover dispatch vacancies in the event of a declared state of emergency or where no dispatchers are willing or can be forced to cover the schedule vacancy.

ARTICLE 15 **HOURS OF WORK/OVERTIME**

Section 1. Workday. Eight (8) consecutive hours per day shall constitute a normal workday, including a thirty (30) minute paid lunch. The lunch period shall occur sometime during the shift as the situation allows.

Section 2. Workweek. The normal workweek shall consist of forty (40) hours worked per week scheduled over a seven (7) day, one hundred sixty eight (168) hour period. During this period, work shall be scheduled as five (5) eight (8) hour days and two (2) days off, which may be consecutive or nonconsecutive. Any shift that spans more than one (1) day shall be considered to have ended on the day the shift began.

Section 3. Contractual/FLSA Overtime. Overtime due under the parties' Agreement shall be paid in accordance with the contract. Contractual overtime includes those hours paid, even if not actually worked, except that for purposes of overtime in excess of the normal workweek, sick leave shall not be included as hours worked, as defined in this contract or applicable law. Overtime due under the FLSA will be paid in accordance with the Act.

Section 4. Overtime Defined. Overtime shall consist of any time worked in excess of the regularly scheduled workday, workweek, or hours worked within eight (8) hours of the end of the employee's previous shift. In no case shall a dispatcher be forced to work more than sixteen (16) hours in a 24-hour period.

Section 5. Overtime Rate. Each employee shall receive for each overtime hour worked an amount equal to one and one-half (1-1/2) times their regular hourly rate.

Section 6. Overtime on Time Change Dates. Notwithstanding the provisions of this agreement, those dispatchers working the midnight turn, affected by the time change twice a year, will be paid a standard rate of pay for an eight hour shift and shall not be entitled to any

overtime compensation when the time falls back one (1) hour, making it necessary for the dispatcher to work nine hours.

When the time moves forward one hour, those dispatchers working the midnight turn will be paid for eight (8), hours when in actuality they are only working seven (7).

It is understood and agreed that this provision will only affect the overtime compensation relative to the dispatchers working the midnight turn on that turn on the two (2) days a year affected by the time change. Any other disputes concerning overtime pay will be handled on a case-by-case, individual basis, pursuant to this agreement.

Section 7. Compensatory Time. An employee who works overtime may, at the time the overtime is worked, elect to be paid for the overtime or receive compensatory time off. Overtime hours banked as compensatory time will be converted to regular hours (i.e., eight [8] hours of overtime will be banked as twelve [12] hours regular time). Compensatory time may be taken on an hour-per-hour basis with the approval of the Chief of Police, Chief Dispatcher, Turn Commander or other designee.

Upon retirement or separation of employment the employee shall be paid his accumulated compensatory hours at the current rate of pay at the time of retirement or separation. In the case of the employee's death it will be paid to the surviving spouse or the member's estate at the current rate of pay at the time of death.

ARTICLE 16 **CALL-OUT/COURT TIME**

Section 1. Call-Out Pay. An employee ordered to report for work shall receive a minimum of four (4) hours pay or the actual time worked whichever is greater. The minimum call-out does not apply where the employee is called to work or held over and such time abuts his regularly scheduled shift.

Section 2. Court Time. If a bargaining unit member is subpoenaed to appear in court or before an administrative agency of the State of Ohio or any other political subdivision on Township business on their off duty time, he will receive a minimum of 2.67 hours (2 hours 40 minutes) overtime pay. In the event such dispatcher is required to remain over 2.67 hours (2 hours 40 minutes), the dispatcher shall be entitled to overtime hours equal to actual hours spent in court.

All dispatchers must be professionally attired pursuant to the General Orders Manual for all court appearances.

ARTICLE 17 **COMPENSATION**

Section 1. Wage rates for the duration of the agreement shall be as set forth below. The Township shall have the right to hire an employee or advance an employee through the steps faster based upon merit.

Section 2. New Full-Time Dispatchers. Wage rates for full-time bargaining unit members are based on years of continuous full-time service with the Employer, and shall be as follows for the duration of the agreement for those employees who enter full-time status on or after April 1, 2011:

<u>Years of Service</u>	4/1/2017	4/1/2018	4/1/2019
	(2%)	(2%)	(2%)
Probationary Rate	\$16.47	\$16.80	\$17.14
Less than one (1) year	\$17.57	\$17.92	\$18.28
One (1) year to two (2) years	\$19.43	\$19.82	\$20.22
Two (2) to three (3) years	\$20.51	\$20.92	\$21.34
More than three (3) years	\$21.59	\$22.02	\$22.46

Section 3. Part-Time Dispatchers. Wage rates for part-time bargaining unit members are based on years of continuous part-time service with the Employer, and shall be as follows for the duration of the agreement:

<u>Years of Service</u>	4/1/2017	4/1/2018	4/1/2019
	2%	2%	2%
Less than nine hundred (900) hours	\$10.72	\$10.93	\$11.15
Nine hundred (900) hours to three (3) years	\$13.62	\$13.89	\$14.17
More than three (3) years	\$17.82	\$18.18	\$18.54

Section 4. Lead Dispatcher/Working Supervisor. Wage rates for the Lead Dispatcher I shall be 17.6% above the top pay rate for full-time dispatchers. Wage rates for the Lead Dispatcher II shall be 12.6% above the top pay rate for full-time dispatchers. For the term of the contract those rates shall be:

Position	4/1/2017	4/1/2018	4/1/2019
Lead Dispatcher I	\$25.39	\$25.90	\$26.41
Lead Dispatcher II	24.31	24.79	25.29

Section 5. Wage/Longevity Schedule Administration. Effective January 1, 2007, full-time employees are credited with wage/longevity service credit for part-time service in accordance with Article 10, section 2(B). Present full-time employees shall not be adversely affected by this language.

Section 7. Senior Dispatcher. A Dispatcher with ten (10) years of continuous service with the Austintown Communications Division shall be known as a Senior Dispatcher. At any time there shall only be two (2) Senior Dispatchers, so that the two (2) most senior will qualify in the event there are more than two (2) at any one time. There shall be no pyramiding of benefits associated

with the Senior Dispatcher classification. Upon achieving the Senior Dispatcher rank, the base wage of the employee will be increased by five (5%) percent.

ARTICLE 18
PERS PICKUP

Section 1. All dispatchers shall have six (6%) percent of their PERS picked up and paid by the Township.

ARTICLE 19
LONGEVITY

Section 1. Eligibility/Payment Schedule. Each full-time employee shall receive an annual longevity payment, in December of each year, based on the length of continuous full-time service with the department from his/her anniversary date. Length of continuous full-time service is calculated in the same manner as Article 10, Section 2 (A), Total Seniority, and shall include prior service credit based on PERS service time.

Section 2. Payment Amount. The full-time employee shall receive overtime hours at the member'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) years without limitation.

Section 3. Separation Payment. Should an employee leave the department or retire, he shall be paid for his accumulated longevity without the need to wait for the payment date. In the case of the death of the employee, the money shall be paid to the surviving spouse or the member's estate.

ARTICLE 20
OUT-OF-CLASS PAY

Section 1. LEADS/TAC Officer. Any dispatcher assigned the responsibilities of a LEADS/TAC Officer shall have an additional ten percent (10%) added to his hourly wage rate for all hours worked in that capacity.

Section 2. Training Officer. Any dispatcher assigned the responsibilities of a Training Officer shall have an additional five percent (5%) added to their hourly wage rate for all hours worked as a Training Officer.

Section 3. Lead Dispatcher/Working Supervisor. The supplemental out of class payment differentials listed above are not available to the bargaining unit member occupying the Lead Dispatcher/Working Supervisor position. The rate of pay for that position already includes compensation for these duties.

ARTICLE 21
CLOTHING ALLOWANCE

Section 1. Full-time Employees. Full-time employees shall receive an annual clothing allowance of seven hundred fifty dollars (\$750.00). Payment shall be issued in a check for the full amount of the allowance by the first regular pay in February.

Section 2. Part-time Employees. Part-time employees shall receive an annual clothing allowance to be paid as follows:

- a) Part-time employees who work 1-299 hours shall receive \$200.00
- b) Part-time employees who work 300-519 hours shall receive an additional \$50.00 or a total clothing allowance of \$250.00
- c) Part-time employees who work 520 hours or more shall receive an additional \$50.00 or a total clothing allowance of \$300.00

Part-time employees shall be issued a check for \$200.00 by the first regular pay in February. Part-time employees who advance to the higher steps will have a check issued by the second regular pay after achieving the required number of hours.

Section 3. Change in Status. Part-time employees who are hired as full-time employees shall receive the amount of difference in the clothing allowance for the period in which they are hired to full time service, not to exceed seven hundred fifty dollars (\$750.00).

Section 4. Uniform Changes/Replacement. Any proposed change in uniforms by management, including new required items shall be provided by the Township if new, or exchanged on a one for one basis for replacements. The Township will pay for any repair or replacement of any uniform item that is stolen or damaged or changed.

Section 5. Prorated Payment in Initial/Final Year of Employment. During the first and last year of employment the clothing allowance shall be paid on a pro-rata basis if an employee works less than the full year. Such time shall be calculated on a monthly basis with all time after the 15th of a month to be considered as a full month of service.

ARTICLE 22
ATTENDANCE BONUS

Section 1. Time Period. Each full-time member subject to this agreement shall be able to earn a semi-annual attendance bonus for periods of service of six (6) consecutive months during which he qualifies for payment. Payment is based on his attendance during the six (6) month periods of July 1st - December 31st and January 1st - June 30th each year.

Section 2. Amount. Qualifying employees shall receive payment for each six month period in the amount of:

One Hundred Sixty Dollars (\$160.00) for perfect attendance; or

Eighty Dollars (\$80.00) for having one (1) absence

Section 3. Eligibility. Employees absent from work due to vacation, holiday, funeral 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.

ARTICLE 23
INSURANCE

Section 1. The Employer shall provide coverage to all full-time bargaining unit members represented by OPBA comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plan selected by the insurance committee under this article. The applicable plan offering(s) shall be reduced to writing and provided to the employees whenever there is a change in the policy. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Contribution Rates for Township Coverage. The parties shall contribute the following amounts toward the monthly premiums for health care coverage provided by the Austintown Township Board of Trustees as follows:

<u>PPO Plan Coverage</u>	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$379.80	\$42.20	\$422.00
Employee/Child(ren)	\$694.80	\$77.20	\$772.00
Employee/Spouse	\$795.60	\$88.20	\$844.00
Family Contribution	\$1,120.50	\$124.50	\$1,245.00

<u>HSA Plan Coverage</u>	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
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 3. 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:

	<u>Annual Contribution Amount</u>	
	<u>\$2,000/\$4,000 Plan</u>	<u>\$4,000/\$8,000 Plan</u>
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 effective January 1 of each year. Any employee that separates from service with the Employer during the course of the year shall have his annual contribution prorated on a monthly basis so that any overpayment amount is 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 4. 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 5. Insurance Committee/Insurance Changes for Township Coverage. The Union agrees that the Employer shall 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 6. 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 or thirty (30) days prior to renewal 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 7. Opt-Out. An employee may elect to “opt out” of the Township’s health care plan. The employee is eligible to receive 50% of the net savings to the Township for single coverage (\$2,000 deductible plan), minus taxes, to be paid bi-weekly. “Net savings” will be calculated as follows: Total annual premium cost to the Township plus HSA employer contribution, minus the employee’s annual premium contribution. Proof of other insurance must be submitted to the Township.

Section 8. Life Insurance. The Township shall continue to provide and maintain in force, by payment of necessary premiums life insurance in the amount of fifty thousand (\$50,000.00) dollars for all full time employees

Section 9. Continuation of Coverage.

- A. Your individual and your family coverage terminates 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 continuation period to convert to an individual policy with the insurance company. Coverage is strictly between the insurance company and the former employee.
- B. If you cease work because of layoff, the following provisions will be applicable to your coverage under the benefit programs. Your individual and your family medical insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month in which you last worked. If you have not returned to work at the end of such period your individual and your family medical coverage terminates subject to the "Continuation" and "Conversion Privilege" described above.
- C. If you cease work because of a non-occupational disability, your individual and your family medical insurance will be continued during absence due to such disability up to a maximum of three (3) months from the end of the month in which you last worked.
- D. If you cease work because of an occupational disability, your individual and your family medical insurance will be continued during absence due to such disability, up to a maximum of twelve (12) months from the end of the month in which you last worked but in no event more than the end of the month for which statutory compensation payments terminate.
- E. If you return to work following an absence on account of layoff, leave of absence, or disability during which your coverage under the insurance programs shall have

terminated all your coverage under the insurance programs will be reinstated on the date you return to work.

Section 10. Part-Time Insurance. Optionally part-time employees shall have access to the same medical, dental, drug, and vision insurance, as full-time employees except part-time employees will reimburse the Township the difference in cost to the Township with the part-time member included in the medical group and the part-time member not included in the medical group.

Optionally part-time employees shall have access to the same life insurance, as full-time employees except part-time employees will reimburse the Township the difference in cost to the Township with the part-time member included in the medical group and the part-time member not included in the medical group.

ARTICLE 24 **EMPLOYEE LIABILITY**

Section 1. The Township shall follow the provisions of Ohio Revised Code 2744.07 as it relates to the defense of an employee in civil actions brought against the employee as a result of his employment with the Township.

ARTICLE 25 **SICK LEAVE**

Section 1. Accrual. Full-time employees earn sick leave at the rate of four and six-tenths (4.6) hours with pay, per eighty (80) hours of service, not including those hours spent on sick leave. Part-time employees shall earn sick leave at this rate and be credited retroactively once they have worked five hundred twenty (520) hours during each calendar year. Sick leave shall be cumulative without limit, and unused sick leave accumulated prior to the effective date of this agreement shall be retained and taken at such times and in such amounts as provided in this agreement.

Section 2. Usage/Deduction. Paid sick leave shall be deducted from a member's accumulated sick leave credit on the basis of actual regularly scheduled time (hour by hour) absent. Upon approval of the Employer, sick leave shall be granted for the following reasons:

1. Personal illness or injury of the member;
2. Disability due to pregnancy of the member;
3. Exposure to contagious disease that could be communicated to other persons;
4. Illness or injury of a member of the immediate family;
5. Death of a member of the employee's immediate family.

Section 3. Immediate Family Defined. Immediate family shall be defined as: spouse, former spouse if there is a minor child in common with the employee, parents, stepparents, child, step-child, mother-in-law, father-in-law, grandparents, grandchildren, brother, sister, half-brother, half-sister, or the member is legal guardian of.

Section 4. Documentation. Employees shall be required to document the use of sick leave. Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the practitioner's opinion about the employee's ability to return to work. Falsification of submitted documentation or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 5. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. For an Employer ordered exam, the employee will be on paid time, which shall not be charged against accrued leave. The employee, at his option, may also seek an opinion from his own doctor.

Upon receipt of the medical professional's opinion(s) on fitness for duty, the Employer, the OPBA, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation, and the Union may grieve the reasonableness of the Employer's decision.

Section 6. Sick Leave Conversion. Fifty percent (50%) of unused accumulated sick leave shall be paid to a member upon separation or retirement, or to the surviving spouse or estate of any member who dies, up to a maximum of one thousand (1,000) hours.

Section 7. Use of Other Paid Leave. An employee that is not capable of reporting to work for an extended period of time, and who has no sick leave, shall be allowed, but not required, to utilize accumulated, unused paid leave (e.g., vacation, compensatory, etc.), prior to being placed on an unpaid leave.

Section 8. Sick Leave Transfer. The parties agree that bargaining unit members hired after January 1, 2007, shall only be permitted to transfer eighty (80) hours of sick leave earned with another public entity. Any transferred time shall be utilized first, after the onset of Township employment.

Section 9. Annual 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 eighty (80) 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 eighty (80) hours of sick leave, he must have an unused accumulated sick leave balance equivalent to six (6) times the amount of sick leave he wishes to convert, e.g., to convert 40 hours, he must have a balance of 240 hours at the time of conversion, 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 1,000-hour maximum final payout of sick leave pursuant to Section 6.

ARTICLE 26
INJURY ON DUTY LEAVE

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) to 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 (I.O.D), provided that he completes 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 scheduled work 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 I.O.D.

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. 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 thirty (30) days 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 his sixty (60) calendar days of Transitional Duty.

A maximum of two (2) employees are permitted on light duty at any time.

Section 9. Discipline. The failure to properly document and report IOD related incidents on the day of the event, unless physically incapable of doing so, shall be considered a Group II infraction under Article 5, Discipline.

Section 10. 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 without delay 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 27
JURY DUTY LEAVE

Section 1. Bargaining unit members that are called to serve on a jury in a court of law will be paid their regular wages for those hours that they must be away from duty, minus any compensation otherwise received for serving on the jury. Bargaining unit members not working the hours when court is in session will then be on paid leave for the shift(s) that are scheduled to work on that day or be paid at the overtime rate for said hours of work. There shall be no financial penalty attached to such service in any way. Such days shall not be deducted from any other leave days.

ARTICLE 28
FAMILY AND MEDICAL LEAVE ACT (FMLA)

Section 1. Amount/Qualifying Conditions. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below. Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's relatives as listed in Article 25 Section 3 with a health condition; and,
- d. Because of a health condition that makes the employee unable to perform the functions of his or her job.

Section 2. Time Period. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above. An employee taking funeral leave, during a period of FMLA, shall not have the funeral leave time counted against his FMLA entitlement.

Section 3. Seniority/Benefits. No employee shall lose seniority during the period of time off which is attributable to the Family Medical Leave Act. An employee shall not be required to use

paid leave benefits provided in this Labor Agreement prior to the use of unpaid leave. During FMLA leave all health care and life insurance benefits will be paid by the Employer.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

Section 1. An employee shall, upon request, be granted an unpaid leave of absence, not to exceed ninety (90) calendar days. An employee may only exercise the right one time during the term of this agreement. Leave taken under a previous contract, or any extension thereof, shall not be counted against the ninety (90) day entitlement for this contract term. During such leave, the bargaining unit member's seniority shall not be broken, but the member shall cease to accumulate all paid leave and shall be responsible for the full payment of the insurance premium for that month for the plan in which he is enrolled. A bargaining unit member who requests and is granted a leave of absence without pay for less than thirty (30) days will be responsible for the payment of the insurance premium for that month(s), in proportion to the number of days of unpaid leave that are requested (i.e., in a thirty [30] day month, with a fifteen [15] day leave without pay request, the employee would pay half of the total insurance premium should he wish to remain on the plan). The employee shall never contribute less than the amount established by the contract for employee contributions through the operation of this article.

ARTICLE 30
BEREAVEMENT LEAVE

Section 1. In the event of a death of the employee's grandparent, grandchild, brother-in-law, sister-in-law, or half-sibling, the employee shall be allowed time off with pay for the next three (3) scheduled days of work.

If the death or funeral occurs beyond thirty miles from the employee's home, or the death is to a parent, child or spouse, former spouse with a minor child in common, brother, sister, stepparents, stepchild, mother-in-law, father-in-law, or the member is legal guardian of said relatives, the days off shall increase to five (5) days.

Additional bereavement days may be taken if the burial/cremation is delayed beyond the decedent's family's control. Such additional days will be deducted from the employee's accumulated sick leave and will not count against attendance incentive or performance evaluation.

ARTICLE 31
HOLIDAYS/PERSONAL LEAVE

Section 1. Full-time bargaining unit members are entitled to receive eight (8) hours of pay (i.e., holiday pay) for the following recognized holidays:

- | | |
|---------------------------|------------------------------------|
| 1. New Years Day | 1 st Day in January |
| 2. Martin Luther King Day | 3 rd Monday in January |
| 3. Presidents Day | 3 rd Monday in February |

- | | |
|-----------------------|--------------------------------------|
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | 4 th Day of July |
| 6. Labor Day | 1 st Monday in September |
| 7. Columbus Day | 2 nd Monday in October |
| 8. Veterans Day | 11 th Day of November |
| 9. Thanksgiving Day | 4 th Thursday in November |
| 10. Christmas Eve Day | 24 th Day of December |
| 11. Christmas Day | 25 th Day of December |

Section 2. Holiday Work Rate. In addition to holiday pay, a full-time employee working on a paid holiday shall be paid for all hours worked at the rate of one and one-half (1-1/2) times the regular hourly base rate. A part-time employee who works a scheduled holiday shall be paid for all hours worked at the rate of one and one-half (1-1/2) times the regular hourly base rate. An employee working on a holiday may, at his option, elect to receive payment for any hours worked after eight (8) as A/T time.

Section 3. Holiday Pay Eligibility. In order to be eligible for holiday pay, a full-time employee must work their scheduled day before and their scheduled day after the holiday, unless the employee furnishes satisfactory medical proof to the Employer that he was unable to work such days.

Section 4. Holiday Staffing. The Chief of Police or his/her designated supervisor shall determine the staffing requirements for work on a holiday shift.

Section 5. Personal Leave. Each non-probationary employee shall be entitled to sixteen (16) hours of personal leave each calendar year. Each employee may carry over from one year to the next up to twenty-four (24) hours of personal leave, with the maximum balance of forty (40) hours permitted.

ARTICLE 32
VACATIONS

Section 1. Accrual. Vacation leave is accrued and credited based on years of full-time service with the Employer, and shall include prior service credit computed on the basis of PERS service time. Years of full-time service is calculated in the same manner as Article 10, Section 2(A), Total Seniority. Vacation anniversary dates shall be established for each employee taking into account prior PERS service time and/or prior part-time service with Austintown Township. For the duration of the parties' agreement, the vacation schedule shall be as follows:

Completed Years of Service	Days/Weeks	Hours
Less than one (1) year	0	0
One (1) to six (6) years	10 days / 2 weeks	80 hours
Seven (7) to twelve (12) years	15 days / 3 weeks	120 hours
Thirteen (13) to nineteen (19) years	20 days / 4 weeks	160 hours
Twenty (20) years or more	25 days / 5 weeks	200 hours

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:

<u>Annual Vacation Entitled To</u>	<u>Credited for Pay Period</u>
80 hours	.0385 per hour of actual paid time
120 hours	.0577 per hour of actual paid time
160 hours	.0769 per hour of actual paid time
200 hours	.0962 per hour of actual paid time

Section 2. Scheduling. Employees may take vacation leave to which they are entitled, in minimum increments of four (4) hours, beginning the first full day they complete the required years of service.

For scheduling purposes, vacation requests for the next calendar year shall be made in writing by December 1st. Vacation requests will be awarded according to bargaining unit seniority, with the most senior member receiving his preference. Vacation requested after December 1st shall be scheduled on a first-come first-serve basis. Requests for vacation, AT, and personal time off will be scheduled in accordance with Article 14.9. Generally, bargaining unit members shall provide a minimum of seventy-two (72) hours advance notice on vacation requests.

Section 3. Separation Payment. Unused accumulated vacation time shall be paid at the time of such separation to any employee who leaves the employ of the department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse, a surviving child who is eighteen (18) years of age or older, or estate of any employee who dies, in accordance with Ohio Revised Code section 2113.04.

Section 4. Vacation Pay Rate. Vacation pay will be computed at the appropriate rate earned by the employee at the time vacation is actually taken.

Section 5. Vacation Carryover. Vacation leave shall be taken by an employee between the year in which it was accrued and the next vacation anniversary date. Up to one (1) week of vacation time may be carried over for use prior to the following vacation anniversary date.

Section 6. Part-Time Employee's Vacation Leave. Part-time employees shall earn vacation leave based on hours actually worked, provided that they actually work at least six hundred (600) hours in a calendar year. Upon attaining the required minimum hour threshold, the employee will be credited with vacation earned based on the schedule set forth below. Vacation leave must be used in the year credited except for a portion of a day which can be carried over to the next year. No vacation leave shall be accumulated while on probation but total hours shall be counted and leave credited from date of hire once the employee is off probation. Time earned will be credited to the employee on the next regular pay. No part-time employees shall earn more than ten (10) vacation days per year.

Total Hours Worked	Vacation Leave Earned Per Hour Worked
0 – 6,240	.0385 hours
6,241 – 12,480	.0577 hours
12,481 – 19,760	.0769 hours
19,761 – above	.0962 hours

Part-time employees hired on or before April 1, 2011, shall retain their accrued vacation banks but shall earn any additional vacation leave according to this section.

Part-time employees who become full-time employees, shall earn a year’s vacation credit for each 1040 hours they worked since his part-time hire date, but in no case shall the employee earn more credit than if he had worked full-time since his part-time hire date.

Section 7. Annual Conversion Vacation Leave. An employee may submit in writing no later than December 1 of each year a request to convert to pay up to eighty (80) hours of vacation time. The principal of Last in First out applies. The vacation 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 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. In order to participate in the conversion program, the employee must use at least forty (40) hours of vacation leave per year.

ARTICLE 33
HEALTH AND SAFETY

Section 1. The Township agrees to furnish, maintain in safe working condition, all tools, facilities, 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. Adequate first aid equipment and training shall be provided at the appropriate locations. Dispatchers shall be provided with the same immunization shots as the police.

Section 3. No dispatcher shall be required to perform police/jailer functions without prior training. Searching a prisoner is part of the Dispatcher’s Duties when no Police Officer of the same sex as the arrestee is available.

ARTICLE 34
BULLETIN BOARD

Section 1. The Township shall provide a bulletin board at the Police Station for the use by employees, as well as the Trustees and the Chief of Police.

ARTICLE 35
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Township. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made and keep inactive discipline in a separate file.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within twenty-four (24) hours of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that an OPBA representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the OPBA representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such new or any existing material is necessary, the member may submit to the Chief or the Administrator a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Administration or any other employees. A response that points out inconsistent/disparate treatment shall be permitted. Upon examination, the Chief of Police or the Administrator shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 36
EDUCATION AND TRAINING

Section 1. Notice/Training Opportunities. The Employer shall post and make available training seminar(s) or schooling to allow employees to meet their minimum training requirements for licensure certification. In addition to that which is mandated for certification maintenance, but subject to the availability of funds and operational needs, the employee may request forty-eight (48) hours of additional training each year.

Section 2. Training Time/Compensation. Time spent training and traveling for licensure/certification training shall be considered working time and paid as such to the extent that such time coincides with the employee's scheduled work hours. The Employer and employee may agree to adjust the employee's schedule for the purpose of an employee to attend.

Section 3. Training Expenses. An employee that is required to use his personal vehicle for training located outside of Austintown, shall receive mileage, at the IRS rate, to and from the training site. If required, the Employer shall pay for overnight accommodations, including meals.

Section 4. Educational Scheduling Requests. The Employer agrees that it shall attempt to make reasonable scheduling accommodations in order to allow employees to attend job related or mandatory core courses at an accredited college or university. The parties agree that such accommodations shall not unduly disrupt or cause hardship to the operations of the Employer.

Section 5. Ride Along. The Township may require each Dispatcher to complete eight (8) hours of ride along time with the Police Department and eight (8) hours of ride along time with the Fire Department. Subject to the availability of funds and operational needs, an employee may request to complete an additional thirty-two (32) hours of ride along time annually. Ride along time shall be considered as hours worked.

ARTICLE 37 **CPR/EMD CERTIFICATION PAY**

Section 1. The Employer shall pay any interested dispatcher that has completed his probationary period to be trained and certified in Cardiopulmonary Resuscitation (CPR) and Emergency Medical Dispatch (EMD).

Section 2. Each employee who is CPR and EMD certified shall receive an annual payment of six hundred dollars (\$600.00) in the first pay check in July, beginning in 2018. No portion of the stipend will be paid if the employee lacks either the CPR certification or the EMD certification or if the employee is not employed at the time of payment.

ARTICLE 38 **INTERNAL INVESTIGATIONS**

Section 1. Notice. When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee will be informed of, prior to the interview, the nature of the investigation and whether the employee is the subject or a witness in the investigation. If the employee is the subject of investigation, the employee will also be informed of the specifics of each complaint or allegation against him or her. Additionally, if the complaint is in writing and does not fall within an exclusion under the Ohio Public Records Law, the Employer shall furnish a copy of the complaint to the employee against whom the complaint has been made. The Employer acknowledges that the Union may raise a challenge to the legitimacy of a complaint that is not made in writing.

Section 2. Representation. Prior to an interview or questioning which might reasonably lead to disciplinary action, the employee shall be advised of his or her rights to Union representation and, if the employee so requests, the Union representative shall be provided before the interview and investigation proceeds. This right of representation shall apply except for unusual situations in which the interview or questioning must take place immediately. This right does not extend to performance evaluation interviews or meeting the purpose of which is solely to inform the employee of intended disciplinary action.

Section 3. Garrity Warnings. An employee who is to be interviewed, questioned, or tested concerning the employee's performance or fitness for office shall be informed that the interview,

questioning or test is part of an official investigation and that the employee is subject to disciplinary action, including dismissal, for failing to answer the questions. Before an employee may be subject to a charge of insubordination or like offense for refusing to answer questions honestly and participate in an investigation, he or she shall be advised that such conduct may be the basis for such a charge. The employee will be advised that the answers will not be used against him or her in criminal proceedings. Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any such subsequent proceedings. If, during the investigation, it is believed the employee has knowledge of, or has participated in, any act which violates the criminal laws of the United States, the State of Ohio or any of its political subdivisions, the employee shall be advised of all constitutional and other legal rights applicable.

Section 4. Interview Procedure. Austintown Township will make reasonable efforts to conduct interviews during regular business hours, and employees will be in on-duty paid status for the duration of all interviews.

Interview(s) shall be conducted in a professional manner, with questions posed by one investigator at a time. Reasonable breaks for necessities will be permitted and questioning will not exceed fifty (50) minutes without ten (10) minute break unless waived by the employee.

Section 5. Tape Recordings/Transcripts. If a tape recording or transcript of the interview or questioning is being made, the party making such recording shall advise the other party of such recording or transcription prior to the start of the interview or questioning. A copy of the tape recording or transcript will be provided upon written request of either party and provided within a reasonable time.

Section 6. Polygraphs. Austintown Township shall not use any type of polygraph machine to investigate the statements made by an employee without the employee's request in writing and approved by both the requesting employee and the Chief of Police. Uncorroborated anonymous complaints and uncorroborated information from a polygraph examination will not be used as a basis for disciplinary action but maybe the basis for conducting further investigation. The results of any polygraph examination given to a bargaining unit member will not be used in any disciplinary proceeding without a written waiver from both the employee and the Union.

Section 7. News Releases. In the event the Employer is engaged in an investigation of an employee covered by this agreement, the Township shall not discuss the matter with the media nor allow any documents to be released or inspected unless required by law.

ARTICLE 39
BARGAINING UNIT APPLICATION
OF EXTERNAL LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, 325.19, 511.10, 505 et seq., ORC 2506.01-2506.04, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement. Where such

matters have not been negotiated and agreed to by the parties, bargaining unit members shall receive such benefits in accordance with the law.

ARTICLE 40
OBLIGATION TO NEGOTIATE/MID-TERM BARGAINING

Section 1. Waiver. To the extent that the parties have negotiated and reached Agreement over an issue, no changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. The written accord shall contain a list of those matters to be subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would effect wages, hours, or other terms and conditions of employment for bargaining unit members not otherwise provided for in this Agreement, then the Employer, prior to making such change, shall inform the Union of the proposed change and negotiate to impasse with the Union over the effects of such action. In the event that the parties are unable to reach agreement over the effects of such change, either party may file for fact finding and/or conciliation under R.C. 4117.

ARTICLE 41
SEVERABILITY

Section 1. Should any part of this Agreement be held invalid by operation of law or tribunal of competent jurisdiction, such invalidation shall not invalidate or affect remaining portions of the parties' Agreement. In the event that this occurs, the parties agree to meet for the purpose of discussing a mutually acceptable alternative to the invalidated language. Should the parties be unable to agree, either party may execute a notice to negotiate pursuant to R.C. 4117.

ARTICLE 42
DURATION

Section 1. This Agreement shall become effective April 1, 2017, and shall continue in full force and effect until March 31, 2020. The parties agree that should negotiations of the successor agreement proceed to conciliation pursuant to Ohio Revised Code Section 4117.14(G), the parties agree that notwithstanding any contrary provision in R.C. §4117.14(G)(11), the conciliator shall have the right to determine that rates of compensation and matters with cost implications may be retroactive to April 1, 2020.

Section 2. Either party may file a notice to negotiate indicating its intent to commence negotiations over a successor agreement not earlier than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the current agreement.


SIGNATURE PAGE

Signed and dated at Austintown, Ohio, on this 31 day of August 2017.


For Austintown Township



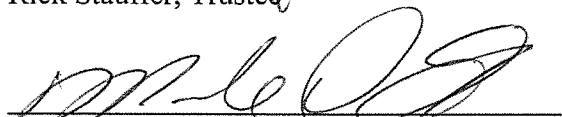
Jim Davis, Trustee



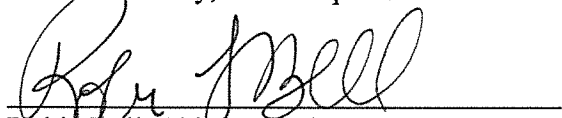
Kenneth Carano, Trustee



Rick Stauffer, Trustee



Michael Dockry, Township Administrator




Robin Bell, Chief Negotiator
Clemans, Nelson & Associates, Inc.


For the Union



Jeff Perry, OPBA Business Agent



Bargaining Team Member



Bargaining Unit Member

SIDE LETTER
EXPANSION/CONSOLIDATION OF DISPATCH FUNCTIONS

The parties agree that should dispatchers be required to handle dispatch duties for the City of Youngstown or the City of Canfield, or should the Employer merge its dispatch functions with either of those governmental entities, then the Union has the right to request that the contract be re-opened. The purpose of this re-opener will be to discuss the effects of such actions on bargaining unit members.

SIDE LETTER
PRIOR SERVICE CREDIT/VACATION & LONGEVITY

The parties agree that the language adjustments made to Article 32, Vacation, and Article 19, Longevity in 2007 regarding prior service credit, shall not negatively impact any current bargaining unit member's level of benefit.

SIDE LETTER
DISCIPLINARY RECORDS RETENTION SCHEDULE

Section 1. The parties agree that they shall jointly petition the Township Records Commission to adopt a personnel records retention schedule that conforms with the parties' negotiated language regarding active discipline.

SIDE LETTER
SCHEDULING OF PART-TIME DISPATCHERS

Section 1. The Employer agrees that it shall not unilaterally adjust schedules for part-time personnel in a manner that would cause part-time personnel to be scheduled more than the negotiated maximum annual hours worked under the parties' agreement. The Employer agrees to consider an employee's other commitments when making part-time schedule adjustments.

SIDE LETTER
VACATION BANKS

The parties agree that those employees who currently carry a vacation bank in excess of that permitted pursuant to Article 32, Section 5 (i.e., one week) may continue to carry over the amount of vacation hours they currently have accumulated until such time as those vacation banks are brought to or under the one-week vacation carry over limitation.

The employees and their accumulated vacation time subject to this agreement are as follows:

Frank Yacucci 402 hours

SIDE LETTER
CPR/EMD CERTIFICATION

Non-probationary employees who desire to receive CPR/EMD certification shall execute a letter of intent to participate in the training. Those employees who execute the letter of intent to be trained shall receive a one-time bonus in the amount of \$500.00 to be paid in December of 2017.

APPENDIX A
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.