

AUSTINTOWN TOWNSHIP

MAHONING COUNTY, OHIO
82 OHLTOWN ROAD
AUSTINTOWN, OH 44515

PUBLIC STAFF MEETING OF SEPTEMBER 15, 2025

The Public Staff Meeting of the Board of Trustees of Austintown Township was held Monday, September 15, 2025, at Town Hall, 82 Ohltown Road, Austintown, Ohio.

The meeting opened at 9:30 am with a salute to the flag led by Chairperson Bruce Shepas.

Roll Call was as follows: Mrs. Deavers, present; Mr. Shepas, present; and Mr. Santos, present.

RESOLUTION #25-09-15-01: Motion by Mrs. Deavers to approve the Minutes of the Regular Meeting of September 8, 2025.

Mr. Santos seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Santos, yes; and Mr. Shepas, yes.

Assistant Fiscal Officer, Amy O'Brien, will serve as the Fiscal Officer for purposes of this meeting pursuant to Ohio Revised Code 507.021

Road Matters with Mark D'Apolito:

RESOLUTION #25-09-15-02: Motion by Mr. Shepas to accept a Resolution regarding the renewal of the Mahoning County Road Sales and Use Tax for the repair, maintenance and improvement of roads, bridges, and other infrastructure withing Mahoning County, Ohio, as per attached.

Mr. Santos seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

- Mr. D'Apolito mentioned that the Road Department is on track with their budget.
- The road sweeper is still down and he, Doug Estok and Fred Marcum will be going to evaluate the repairs tomorrow.
- The resurfacing is underway.
- The Spring Meadow sinkhole is being repaired by DR Lawncare and up to 90% of repairs are being paid with an emergency OPWC Grant.
- Mr. D'Apolito said the Township received the State Fiscal Year 2026 Township

Safety Sign Grant.

- Gledhill owes the Township two chaises for the snow plows and Doug Estok will be going to Gledhill to evaluate the situation.
- New garage doors are being installed on the Road's back garages.

Fire Matters with Chief Schertzer:

RESOLUTION #25-09-15-03: Motion by Mr. Shepas to accept the resignation of part-time Lt. Charlie Laird. Effective September 16, 2025.

Mrs. Deavers seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

RESOLUTION #25-09-15-04: Motion by Mr. Shepas to accept the resignation of full-time Captain Tim Heitzer Effective November 1, 2025.

Mrs. Deavers seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

RESOLUTION #25-09-15-05: Motion by Mr. Shepas to accept the resignation of probationary part-time firefighter Nick Handwork. Effective September 11, 2025.

Mrs. Deavers seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

- Chief Schertzer had a discussion about hiring new Maintenance personnel.
- Mr. Santos talked about the State of Ohio giving the Township funds to consolidate the Fire Departments.

Park Matters with Administrator Mark D'Apolito:

RESOLUTION #25-09-15-06: Motion by Mr. Shepas to go into Executive Session to discuss personnel matters at 10:06 am. Also in attendance were Mark D'Apolito and Amy O'Brien

Mr. Santos seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

RESOLUTION #25-09-15-07: Motion by Mrs. Deavers to return from executive session at 10:16 am.

Mr. Santos seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

RESOLUTION #25-09-15-08: Motion by Mrs. Deavers to approve the Park Collective Bargaining Agreement, consistent with the Fact Finder's Report.

Mr. Santos seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

Police Matters with Chief Delmont:

- Chief Delmont gave an update on what type of firearms the Police Department will be using.
- An overview was given about lawsuits against the Police Department.
- The Police Department is utilizing Fairway Ford's Mobile Maintenance Plan along with Flynn's for diagnostic repairs.

RESOLUTION #25-09-15-09: Motion by Mr. Shepas to go into Executive Session to discuss personnel matters at 10:41 am. Also in attendance were Mark D'Apolito, Chief Delmont and Amy O'Brien

Mr. Santos seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

RESOLUTION #25-09-15-10: Motion by Mrs. Deavers to return from executive session at 10:51 am.

Mr. Santos seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

- The Trustees gave notice that they will be implementing audio recording in the Communications Department.
- The Police Department was asked to participate at the Trunk or Treat at Eat'n Park from 4-6pm on October 5, 2025.
- Chief Delmont will be attending New Chiefs Training in Columbus October 6th through October 10th.
- Mr. Shepas brought up his concerns about panhandling/soliciting in the Township.
- Mr. Santos initiated a discussion as to why there are not more traffic stops in the Township. Mrs. Deavers added that residents are concerned about the lack of traffic stops.

Zoning Nuisances with Darren Crivelli and Dominic Moltchan:

RESOLUTION #25-09-15-11: Motion by Mr. Shepas to determine that the below listed properties constitute and are declared a public nuisance pursuant to ORC 505.87:

151 South Beverly Avenue

Parcel 48-011-0-057.00-0

Junk and debris stored in exposed manner on rear porch along with high grass and weeds on the perimeter of the dwelling. Back porch door in need of repair or secured;

338 North Edgehill

Parcel 48-024-0-261.00-0

Trash stored in an exposed manner at curb;

5192 Mahoning Avenue

Parcel 48-028-0-102.00-0

Canopy, junk and debris stored in an exposed manner on west side of property;

2919 Penny Lane

Parcel 48-093-0-036.00-0

High grass and weeds on rear southerly yard;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Austintown Township that the above referenced properties constitute a public nuisance and the property owners are hereby **ORDERED** to abate, control, or remove said nuisances. If said nuisances are not abated, controlled or provision for abatement, control, or removal is not made within **SEVEN (7) DAYS** or **FOUR (4) DAYS** for a repeat violation within 12 calendar months from the below date of adoption, the **BOARD OF TRUSTEES** will provide for the abatement, control, or removal, and any expenses incurred-**\$500 minimum**-by the Board of Trustees in performing that task will be entered upon the tax duplicate and will be a lien upon the land from the date of entry.

Mr. Santos seconded the motion. Roll Call Vote: Mr. Shepas, yes; Mrs. Deavers, yes; and Mr. Santos, yes.

RESOLUTION #25-09-15-12: Motion by Mr. Shepas to find the following motor vehicles meet all of the following criteria: 1) Three model years or older; 2) Apparently inoperable; and 3) extensively damaged, including, but not limited to, any of the following: missing wheels, tires, engine, or transmission and to declare the following vehicles public nuisances under Ohio Revised Code 505.871 and order the removal of the junk vehicles within 14 days after noticed is served to the property owner:

5077 Birchcrest Avenue - An inoperable Chevrolet Colorado pick-up truck with an expired license plate (FHF 4040) parked within the attached garage of the dwelling that has been declared a public nuisance under ORC 505.86 and will be razed; and

5077 Birchcrest Avenue - An inoperable Cadillac with an expired license plate (BCM 533) parked within the attached garage of the dwelling that has been declared a public nuisance under ORC 505.86 and will be razed.

Mr. Santos seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

RESOLUTION #25-09-15-13: Motion by Mr. Shepas to certify to the Mahoning County Auditor that the spreadsheet entitled “Austintown Township Nuisance Assessment November 2024 – August 2025” be made part of the minutes of this meeting is an accurate description of the properties declared public nuisances and includes all costs incurred in providing for the demolition, abatement, control, or removal of any vegetation, garbage, refuse, or other debris as provided by Ohio Revised Code 505.86 and 505.87 including the board's charges for its services, the costs incurred in providing notice, any fees or interest paid to borrow moneys, and the amount paid for labor, materials, and equipment. The Board of Trustees requests the Mahoning County Auditor place the costs as listed upon the tax duplicates of the described properties. The costs will be a lien upon the lands from and after the date of the entry. The costs shall be returned to the township and placed in the township's general fund.

Mr. Santos seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

- Mr. Shepas mentioned to watch because realtor signs are being stolen from Township properties and jersey barriers will be installed if thefts continue
- Mr. Shepas mentioned that Attorney Cochran retracted his letter against Mr. Crivelli.

RESOLUTION #25-09-15-14: Motion by Mr. Shepas at 12:20 pm to recess for lunch.

Mrs. Deavers seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

RESOLUTION #25-09-15-15: Motion by Mr. Shepas to return to open session at 12:57 pm.

Mrs. Deavers seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

OHIO LIQUOR CONTROL DIVISION

RESOLUTION #25-09-15-16: Motion by Mr. Santos that no hearing is necessary on Notice to Legislative Authority for the TRFO permit from Mahoning Vally Beverage Depot, LLC 6300 Mahoning Ave; Youngstown, OH 44515. Permit No. 05135352-1; To Roshan Joshi, Beverage Depot; 6300 Mahoning Ave., Youngstown, OH 44515. Permit No. 10004530-1; Permit Classes C-1, C-2.

Mr. Shepas seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

Addendum to Collective Bargaining Agreements

RESOLUTION #25-09-15-17: Motion by Mr. Shepas to approve the "Addendum to the Collective Bargaining Agreement between the Austintown Township and the Teamsters Local No. 377; Maintenance, Parks, and Road – to approve a new health insurance plan.

Mrs. Deavers seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

Budget Session & Fiscal Office Report:

- Trustees were given reports prepared by Fiscal Officer Laura Wolfe.

Administrator's Report with Mark D'Apolito:

- Mr. D'Apolito is looking into replacing the Township phone system.
- Mr. D'Apolito is waiting for quotes to either replace or repair 4 HVAC units (there are holes in the heat exchange) for the Westchester Building. Clayton Heating and Cooling is the only vendor that has replied to date.
- Lanes Life Corp. is using AFD Station #2 and \$1,400.00 rent is due back to June 2025. Rent will increase January 1, 2026.

RESOLUTION #25-09-15-18: Motion by Mr. Shepas to declare the following parcels surplus properties, no longer needed for the reason acquired, and authorize the sale thereof, authorizing Township Administrator to execute listing agreement and any subsequent sales agreements and all other necessary related documents and electronic signature(s).

1. Elmwood Avenue – Vacant Land
2. West Webb Road, Youngstown, OH 44515
3. South Meridian Road, Youngstown, OH 44511 – Vacant Land – 3 Parcels
4. 3794 & 3796 Mahoning Avenue, Youngstown OH 44515- Commercial Vacant Land

Mrs. Deavers seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

RESOLUTION #25-09-15-19: Motion by Mr. Shepas to go into executive session for personnel matters at 1:11 pm. Also, in attendance was Mark D'Apolito and Amy O'Brien.

Mrs. Deavers seconded the motion. Roll Call Vote: Mrs. Deavers, yes; Mr. Shepas, yes; and Mr. Santos, yes.

RESOLUTION #25-09-15-20: Motion by Mr. Shepas to return to open session at 2:02 pm.

Mr. Santos seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; and Mrs. Deavers, yes.

- Mr. D'Apolito will be scheduling interviews for the Senior Center Director beginning October 9, 2025.
- Mr. D'Apolito will be scheduling a NOPEC meeting.
- Mr. D'Apolito stated he will be out-of-town September 23rd through October 6, 2025.

RESOLUTION #25-09-15-21: Motion by Mr. Santos to adjourn meeting at 2:07 pm.

Mrs. Deavers seconded the motion. Roll Call Vote: Mr. Santos, yes; Mr. Shepas, yes; Mrs. Deavers, yes.

This is to certify that the foregoing is an accurate record of the proceedings of the board of township trustees at its meeting held on the date listed above.

Date: 10/6/2025

Amy O'Brien
Amy O'Brien, Assistant Fiscal Officer

Approved:

Bruce Shepas
Bruce Shepas, Chairperson Board of Trustees

AUSTINTOWN TOWNSHIP

Mahoning County, Ohio

TRUSTEES

MONICA S. DEAVERS

ROBERT J. SANTOS

BRUCE N. SHEPAS



FISCAL OFFICER

LAURA L. WOLFE

ADMINISTRATOR

ATTY. MARK D'APOLITO

A RESOLUTION REGARDING THE RENEWAL OF THE MAHONING COUNTY ROAD SALES AND USE TAX FOR THE REPAIR, MAINTENANCE AND IMPROVEMENT OF ROADS, BRIDGES, AND OTHER INFRASTRUCTURE WITHIN MAHONING COUNTY, OHIO

Resolution # 25-09-15-02

The Board of Trustees of [Township Name] Township, Mahoning County, Ohio met in Regular Session at the Austintown Township Administration Office on the 15th day of Sept. 2025, with the following members present: Bruce Shepas, Monica Deavers, Robert Santos.

Motion was made by Trustee Shepas to approve the following Resolution:

WHEREAS, the infrastructure of roads within Mahoning County is vital for the safety, economic prosperity, and general welfare of its residents; and

WHEREAS, the repair, maintenance, improvement and construction of these roads require substantial and ongoing financial resources; and

WHEREAS, the voters of Mahoning County approved a 0.25% Sales and Use Tax in 2021 for the purpose of the repair, maintenance, and improvement of roads, bridges, and other infrastructure within Mahoning County for a period of five years; and

WHEREAS, the Mahoning County Board of Commissioners is considering the renewal of the Mahoning County Road Sales and Use Tax to secure dedicated funding for these critical road, bridge and infrastructure improvements; and

WHEREAS, Austintown Township recognizes the need for improved road, bridge and infrastructure conditions throughout Mahoning County, including within our own Township boundaries; and

WHEREAS, Austintown Township believes that a county-wide road sales and use tax is an equitable and efficient mechanism to address the significant financial demands of maintaining a road network.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Austintown Township, Mahoning County, Ohio, that:

COPY

1. Austintown Township has benefited from the Mahoning County Road Sales and Use Tax which provided funding for the repair, maintenance, and improvement of roads, bridges, and other infrastructure within Austintown Township and Mahoning County.

2. Austintown Township will benefit from the renewal of the Mahoning County Road Sales and Use Tax and recognizes its importance for the repair, maintenance, and improvement of our roads, bridges and shared infrastructure.

Trustee Santos seconded the motion to adopt the Resolution. The Roll Call resulted as follows:

Trustee <u>Shepas</u>	<u>yes</u>
Trustee <u>Santos</u>	<u>yes</u>
Trustee <u>Deavers</u>	<u>yes</u>

Resolution regarding the renewal of the Mahoning County Road Sales and Use Tax for the repair, maintenance and improvement of roads, bridges, and other infrastructure within Mahoning County, Ohio, is hereby duly adopted upon reading this 15th day of Sept., 2025.

By order of the Austintown Township Board of Trustees, Mahoning County, Ohio:

Bruce N. Shepas
Bruce N. Shepas, Trustee

Robert J. Santos
Robert J. Santos, Trustee

Monica S. Deavers
Monica S. Deavers, Trustee

CERTIFICATION

I, Laurie L. Wolfe, Fiscal Officer of Austintown Township, do hereby certify that the foregoing is taken and copied from the Minutes of Austintown Township on Sept. 15, 2025, that the same has been compared by me with the Resolution regarding the renewal of the Mahoning County Road Sales and Use Tax for the repair, maintenance and improvement of roads, bridges, and other infrastructure, of said Minutes, and that same is a true and correct copy thereof.

Laurie L. Wolfe
Laura L. Wolfe, Fiscal Officer

COPY

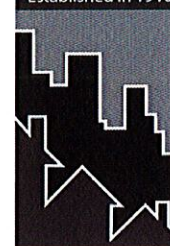
CENTURY 21

Lakeside Realty

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form

Established in 1910

**O H I O**
ASSOCIATION
OF REALTORS®**To Be Completed By Owner**

Property Address:

Elmwood Ave vacant land

Owner's Name(s):

Austintown Township Trustees

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☒ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner:

Date:

Owner:

Date:

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer:

Date:

Buyer:

Date:

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

**EXCLUSIVE RIGHT TO SELL OR EXCHANGE**

Prior to signing listing agreement, the seller acknowledges receiving and signing the required "CONSUMER GUIDE TO AGENCY RELATIONSHIPS" explaining the various kinds of agencies.

DISCLOSING CENTURY 21 LAKESIDE REALTY POLICY ON AGENCY

The agent who lists your home will be working in the best interest of you, the seller. Any other agent affiliated with CENTURY 21 Lakeside Realty, (or any other company) will be representing the buyer. Any confidential information received regarding the buyer or the seller can not be disclosed unless given permission to do so. Any confidential information should be told, faxed, or emailed directly to the agent who listed your home (or the Broker).

A dual agent may not disclose any confidential information that would place one party at an advantage over the other party without informed consent to do so. If the agent who personally lists your home, also obtains a buyer who wants to purchase your home, then that agent would also be in a dual agent capacity. See "CONSUMER GUIDE TO AGENCY RELATIONSHIPS"

In consideration of your agreement to use your efforts in finding a purchaser for my property, I give exclusive right to sell my property located at Elmwood Ave vacant land to CENTURY 21 Lakeside Realty, start date 09/22/2020 up to and including 03/22/2026, My property shall be sold for the sum of \$98,000 or any other price I may accept.

After securing a purchaser for my property, I agree to pay a brokerage fee of \$350.00 and negotiable commission of, ---- % of the purchase price, with a minimum commission of \$ 4000.00, also negotiable. If someone who learned of the availability of the property through CENTURY 21 Lakeside Realty returns within 90 days after the listing expires, and I wish to sell, the commission is still owed. **Agency Authorization and instructions.** Seller agrees that Broker and Brokers agent named herein shall represent the seller as described in the *Consumer Guide to Agency Relationships* provided by Broker at time of signing this Agreement. Seller authorizes Broker to offer only Buyers Broker agency to Co-Brokers, unless otherwise approved in writing by seller. For property sold by a Co-Broker Company, Broker will split the commission as follows: The Co-Broker Company will receive 2 % of the Sale Price or Gross Rent of Lease or \$ ----- Unless otherwise approved by Seller in writing, also negotiable

Owner hereby agrees to pay Broker a rental or lease fee of ----- of the gross rent or lease or a minimum of \$ ----- whichever is greater, furthermore, should a sale result from this rental or lease agreement, owner further agrees to pay a fee based on the above listing agreement. "SELLER IS AWARE THAT BROKERS COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE" I agree to release dower rights and give marketable title free of all liens upon the sale of the property.

FAIR HOUSING STATEMENT: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status as defined in that section, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

The sellers property will be entered into the Multiple Listing Service plus key/lockbox & sign on home for sale unless stated otherwise. I give my permission to offer my property for sale, and offer compensation through CENTURY 21 Lakeside Realty with other agencies being a buyers agent as to limit any connected liability.

MARKETING: Broker is authorized to enter property in one or more MULTIPLE LISTING SERVICE(s), in accordance the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Brokers choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the MLS(s), and any Brokers assisting in the sale of said property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owners knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a Lock Box on the premises at the time during the term of this Listing Agreement. Such a Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

Mark D'Agostino, Assistant Top Admin, per 91525

dotloop verified
09/19/20 1:39 PM EDT
BZPE-AZTN-AZTF-PLUM

Seller

Date

Seller

Date

MLS#

Print

Print

Lockbox #

Address

Licensee-CENTURY 21 Lakeside Realty

Sign #

Maureen Olivo-Sharon

dotloop verified
09/19/20 3:27 PM EDT
NM-B-RSDD-GRDY-AQCE

CENTURY 21

Lakeside Realty

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form**To Be Completed By Owner**

Property Address:

W Webb Rd, Youngstown, OH 44515

Owner's Name(s):

Austintown TWP Trustees

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.



Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☒ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner:

Date: _____

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.



EXCLUSIVE RIGHT TO SELL OR EXCHANGE

Prior to signing listing agreement, the seller acknowledges receiving and signing the required "CONSUMER GUIDE TO AGENCY RELATIONSHIPS" explaining the various kinds of agencies.

DISCLOSING CENTURY 21 LAKESIDE REALTY POLICY ON AGENCY

The agent who lists your home will be working in the best interest of you, the seller. Any other agent affiliated with CENTURY 21 Lakeside Realty, (or any other company) will be representing the buyer. Any confidential information received regarding the buyer or the seller can not be disclosed unless given permission to do so. Any confidential information should be told, faxed, or emailed directly to the agent who listed your home (or the Broker).

A dual agent may not disclose any confidential information that would place one party at an advantage over the other party without informed consent to do so. If the agent who personally lists your home, also obtains a buyer who wants to purchase your home, then that agent would also be in a dual agent capacity. See "CONSUMER GUIDE TO AGENCY RELATIONSHIPS"

In consideration of your agreement to use your efforts in finding a purchaser for my property, I give exclusive right to sell my property located at W Webb Rd, Youngstown, OH 44515 to CENTURY 21 Lakeside Realty, start date 09/19/2025 up to and including 03/19/2026, My property shall be sold for the sum of \$38,000 or any other price I may accept. 150.00 

After securing a purchaser for my property, I agree to pay a brokerage fee of \$350.00 and negotiable commission of, --- % of the purchase price, with a minimum commission of \$2750.00, also negotiable. If someone who learned of the availability of the property through CENTURY 21 Lakeside Realty returns within 90 days after the listing expires, and I wish to sell, the commission is still owed. **Agency Authorization and instructions.** Seller agrees that Broker and Brokers agent named herein shall represent the seller as described in the *Consumer Guide to Agency Relationships* provided by Broker at time of signing this Agreement. Seller authorizes Broker to offer only Buyers Broker agency to Co-Brokers, unless otherwise approved in writing by seller. For property sold by a Co-Broker Company, Broker will split the commission as follows: The Co-Broker Company will receive 2 % of the Sale Price or Gross Rent of Lease or \$----- Unless otherwise approved by Seller in writing, also negotiable

Owner hereby agrees to pay Broker a rental or lease fee of ----- of the gross rent or lease or a minimum of \$----- whichever is greater, furthermore, should a sale result from this rental or lease agreement, owner further agrees to pay a fee based on the above listing agreement. "SELLER IS AWARE THAT BROKERS COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE" I agree to release dower rights and give marketable title free of all liens upon the sale of the property.

FAIR HOUSING STATEMENT: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status as defined in that section, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

The sellers property will be entered into the Multiple Listing Service plus key/lockbox & sign on home for sale unless stated otherwise. I give my permission to offer my property for sale, and offer compensation through CENTURY 21 Lakeside Realty with other agencies being a buyers agent as to limit any connected liability.

MARKETING: Broker is authorized to enter property in one or more MULTIPLE LISTING SERVICE(s), in accordance the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Brokers choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the MLS(s), and any Brokers assisting in the sale of said property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owners knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a Lock Box on the premises at the time during the term of this Listing Agreement. Such a Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

Mark D Gordon, Youngstown, Top Admin, per 9/15/25

dotloop verified
09/19/25 1:42 PM EDT
KXSV CQOQ-08W-9V19

Seller

Date

Seller

Date

MLS#

Print

Print

Lockbox #

Maureen Blase-Shawon

dotloop verified
09/19/25 2:27 PM EDT
EVEN QNTR-15A2-7XAS

Sign #

Address

Licensee-CENTURY 21 Lakeside Realty

CENTURY 21

Lakeside Realty

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form*To Be Completed By Owner*

Property Address:

S Meridian Rd, Youngstown, OH 44511 vacant land 3 Parcels

Owner's Name(s):

Austintown TWP Trustees

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.



Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☒ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner:

Date: _____

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

**EXCLUSIVE RIGHT TO SELL OR EXCHANGE**

Prior to signing listing agreement, the seller acknowledges receiving and signing the required "CONSUMER GUIDE TO AGENCY RELATIONSHIPS" explaining the various kinds of agencies.

DISCLOSING CENTURY 21 LAKESIDE REALTY POLICY ON AGENCY

The agent who lists your home will be working in the best interest of you, the seller. Any other agent affiliated with CENTURY 21 Lakeside Realty, (or any other company) will be representing the buyer. Any confidential information received regarding the buyer or the seller can not be disclosed unless given permission to do so. Any confidential information should be told, faxed, or emailed directly to the agent who listed your home (or the Broker).

A dual agent may not disclose any confidential information that would place one party at an advantage over the other party without informed consent to do so. If the agent who personally lists your home, also obtains a buyer who wants to purchase your home, then that agent would also be in a dual agent capacity. See "CONSUMER GUIDE TO AGENCY RELATIONSHIPS"

In consideration of your agreement to use your efforts in finding a purchaser for my property, I give exclusive right to sell my property located at S Meridian Rd, Youngstown, OH 44511 (3 parcels) to CENTURY 21 Lakeside Realty, start date 09/19/2025 up to and including 03/19/2026, 150.00. My property shall be sold for the sum of \$25,000 or any other price I may accept.

After securing a purchaser for my property, I agree to pay a brokerage fee of \$350.00 and negotiable commission of, ---- % of the purchase price, with a minimum commission of \$2500, also negotiable. If someone who learned of the availability of the property through CENTURY 21 Lakeside Realty returns within 90 days after the listing expires, and I wish to sell, the commission is still owed. **Agency Authorization and instructions.** Seller agrees that Broker and Brokers agent named herein shall represent the seller as described in the *Consumer Guide to Agency Relationships* provided by Broker at time of signing this Agreement. Seller authorizes Broker to offer only Buyers Broker agency to Co-Brokers, unless otherwise approved in writing by seller. For property sold by a Co-Broker Company, Broker will split the commission as follows: The Co-Broker Company will receive \$1000 of the Sale Price or Gross Rent of Lease or \$----- Unless otherwise approved by Seller in writing, also negotiable

Owner hereby agrees to pay Broker a rental or lease fee of ----- of the gross rent or lease or a minimum of \$----- whichever is greater, furthermore, should a sale result from this rental or lease agreement, owner further agrees to pay a fee based on the above listing agreement. "SELLER IS AWARE THAT BROKERS COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE" I agree to release dower rights and give marketable title free of all liens upon the sale of the property.

FAIR HOUSING STATEMENT: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status as defined in that section, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

The sellers property will be entered into the Multiple Listing Service plus key/lockbox & sign on home for sale unless stated otherwise. I give my permission to offer my property for sale, and offer compensation through CENTURY 21 Lakeside Realty with other agencies being a buyers agent as to limit any connected liability.

MARKETING: Broker is authorized to enter property in one or more MULTIPLE LISTING SERVICE(s), in accordance the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Brokers choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the MLS(s), and any Brokers assisting in the sale of said property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owners knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a Lock Box on the premises at the time during the term of this Listing Agreement. Such a Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

Mark D. Spolite, Austintown, Top. Admin, per 91525

dotloop verified
09/19/25 1:45 PM EDT
AHTA-KEN-MCFG-DHXC

Seller

Date

Seller

Date

MLS#

Print

Print

Lockbox #

Address

Licensee-CENTURY 21 Lakeside Realty

Sign #

Maureen Chae-Shoan

dotloop verified
09/19/25 2:27 PM EDT
KMMF-CNTH-MPCG-2HLS

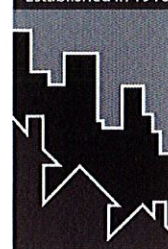
CENTURY 21

Lakeside Realty

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form

Established in 1910

**OHIO**
ASSOCIATION
OF REALTORS®**To Be Completed By Owner**

Property Address:

3794 & 3796 Mahoning Ave Youngstown Ohio 44515 Commercial vacant land

Owner's Name(s):

Austintown Twp Trustees

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☒ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner:

Date: _____

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

**EXCLUSIVE RIGHT TO SELL OR EXCHANGE**

Prior to signing listing agreement, the seller acknowledges receiving and signing the required "CONSUMER GUIDE TO AGENCY RELATIONSHIPS" explaining the various kinds of agencies.

DISCLOSING CENTURY 21 LAKESIDE REALTY POLICY ON AGENCY

The agent who lists your home will be working in the best interest of you, the seller. Any other agent affiliated with CENTURY 21 Lakeside Realty, (or any other company) will be representing the buyer. Any confidential information received regarding the buyer or the seller can not be disclosed unless given permission to do so. Any confidential information should be told, faxed, or emailed directly to the agent who listed your home (or the Broker).

A dual agent may not disclose any confidential information that would place one party at an advantage over the other party without informed consent to do so. If the agent who personally lists your home, also obtains a buyer who wants to purchase your home, then that agent would also be in a dual agent capacity. See "CONSUMER GUIDE TO AGENCY RELATIONSHIPS"

In consideration of your agreement to use your efforts in finding a purchaser for my property, I give exclusive right to sell my property located at 3796 & 3794 Mahoning Ave Youngstown Ohio 44515 (Commercial Land) to CENTURY 21 Lakeside Realty, start date 09/19/2025 up to and including 03/19/2026, My property shall be sold for the sum of \$29900 or any other price I may accept. 150.00 

After securing a purchaser for my property, I agree to pay a brokerage fee of \$350.00 and negotiable commission of, ---- % of the purchase price, with a minimum commission of \$2500, also negotiable. If someone who learned of the availability of the property through CENTURY 21 Lakeside Realty returns within 90 days after the listing expires, and I wish to sell, the commission is still owed. **Agency Authorization and instructions.** Seller agrees that Broker and Brokers agent named herein shall represent the seller as described in the *Consumer Guide to Agency Relationships* provided by Broker at time of signing this Agreement. Seller authorizes Broker to offer only Buyers Broker agency to Co-Brokers, unless otherwise approved in writing by seller. For property sold by a Co-Broker Company, Broker will split the commission as follows: The Co-Broker Company will receive \$1000 of the Sale Price or Gross Rent of Lease or \$----- Unless otherwise approved by Seller in writing, also negotiable

Owner hereby agrees to pay Broker a rental or lease fee of ----- of the gross rent or lease or a minimum of \$----- whichever is greater, furthermore, should a sale result from this rental or lease agreement, owner further agrees to pay a fee based on the above listing agreement. "SELLER IS AWARE THAT BROKERS COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE" I agree to release dower rights and give marketable title free of all liens upon the sale of the property.

FAIR HOUSING STATEMENT: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status as defined in that section, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

The sellers property will be entered into the Multiple Listing Service plus key/lockbox & sign on home for sale unless stated otherwise. I give my permission to offer my property for sale, and offer compensation through CENTURY 21 Lakeside Realty with other agencies being a buyers agent as to limit any connected liability.

MARKETING: Broker is authorized to enter property in one or more MULTIPLE LISTING SERVICE(s), in accordance the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Brokers choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the MLS(s), and any Brokers assisting in the sale of said property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owners knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a Lock Box on the premises at the time during the term of this Listing Agreement. Such a Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

Mark D Upditch, Youngstown, Ohio, per 91525

dotloop verified
09/19/25 1:41 PM EDT
EUP-25KQNP-CYS

Seller

Date

Seller

Date

MLS#

Print

Print

Lockbox #

Address

Maureen Alice-Sharon

dotloop verified
09/19/25 2:28 PM EDT
Q1N-C35E-ED3P-V4K3

Licensee-CENTURY 21 Lakeside Realty

Sign #

AGREEMENT

BETWEEN

AUSTINTOWN TOWNSHIP

AND THE

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL 377**

PARKS DEPARTMENT

SERB 2024-MED-10-1328

EFFECTIVE UPON EXECUTION

THROUGH

DECEMBER 31, 2027

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Preamble / Purpose	1
Article 1 Recognition.....	1
Article 2 Management Rights.....	1
Article 3 Union Dues / Check-Off / Fees	2
Article 4 Union Representation	3
Article 5 Severability	3
Article 6 Mid-Term Bargaining.....	3
Article 7 Grievance and Arbitration Procedure	3
Article 8 Layoff and Recall	6
Article 9 Subcontracting	6
Article 10 Seniority.....	7
Article 11 Hours of Work / Overtime.....	7
Article 13 Longevity Pay	9
Article 14 Pension Pickup	10
Article 15 Uniform Allowance	10
Article 16 Benefit Clause.....	10
Article 17 Sick Leave	14
Article 18 Anniversary Date and Vacation Period	15
Article 19 Holidays / Personal Days.....	17
Article 20 Bereavement Leave	17
Article 21 Injured on Duty Leave & Transitional Work	18
Article 22 Court Appearances	21
Article 23 Leave of Absence	21
Article 24 No Strike / No Lockout Clause.....	21
Article 25 Health and Safety.....	21
Article 26 Probationary Period	22
Article 27 Alcohol and Drug Testing Policy	22
Article 28 Waiver In Case of Emergency Clause	23
Article 29 Discipline and Discharge.....	23
Article 30 Work Rules	26
Article 31 Duration	26
Signature Page	27
Appendix A CPR & Defibrillator Training	28
Appendix B IOD/Workers' Compensation Providers	29
Side Letter # 1 Snow/Ice Control Work	30
Side Letter # 2 Foreman Bonus	30
Side Letter # 3 Tex Martin.....	30

PREAMBLE / PURPOSE

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

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

ARTICLE 1 **RECOGNITION**

Section 1. Included. This agreement shall apply to all full-time and regular part-time employees of the Parks Department, including Working Foreman, Assistant Working Foreman, Groundskeeper, and Program Education Coordinator.

Section 2. Excluded. The Parks Superintendent and all other employees of the Township not specifically included in Section 1, are excluded.

ARTICLE 2 **MANAGEMENT RIGHTS**

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

- a. to direct the work of employees;
- b. to determine the mission of the Township, departments, and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission;
- c. to determine the size and composition of the work force;
- d. to suspend, demote, discipline, or discharge employees for just cause;
- e. to take actions as may be necessary to carry out the mission of the Township and Departments in emergencies;
- f. to hire, schedule, transfer and assign employees in accordance with law and the provisions of this Agreement;
- g. to recruit, select and determine the qualifications and characteristics of new employees;
- h. to schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
- i. to train or retrain employees as appropriate;
- j. to do all other things which the Township Trustees find necessary and proper in the operation and management of the Township and its Departments.

ARTICLE 3
UNION DUES / CHECK-OFF / FEES

Section 1. Union Membership. All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing. No employees are required to join the Union as a condition of employment. Those bargaining unit employees who are or decide to become members of the Union shall be obligated to pay dues to the Union the first month after the bargaining unit employee completes thirty (30) calendar days of employment with the Employer.

The Employer will notify the Union and the Steward in writing of all new hires by routinely providing the Union Business Representative with the new employee's name, mailing address and telephone number.

Section 2. Dues Check-off. An employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Employer an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues, fees and assessments in the Union. Such authorization shall continue in effect from year to year until the employee submits written revocation of the authorization to the Employer. Pursuant to each authorization, the Employer shall deduct such dues, fees and assessments from the wages of said employee each of the two normal pay periods each month in equal installments. The amount deducted in any month shall be remitted to the Union within the first ten (10) days of the month following the deductions. The Union shall provide the Employer with written notice of the amount of the withholdings and any changes in the withholdings with the effective date. The Employer may rely exclusively on such written notice.

Section 3. Indemnification. The Union shall defend and indemnify the Township against any and all claims and demands against it arising out of the fair share fee deduction procedures. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4. OHIO DRIVE Contributions. The Employer agrees to deduct voluntary OHIO DRIVE contributions from the paycheck of any bargaining unit employee that voluntarily signs and submits a written deduction authorization. OHIO DRIVE shall notify the Employer of the amount designated by each contributing employee to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE

Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 4

UNION REPRESENTATION

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

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

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

ARTICLE 5

SEVERABILITY

Section 1. If during the term of this Agreement any provision herein is declared null and void by a court or administrative authority, then all other provisions of this Agreement shall remain in full force and effect for the duration of the term of this Agreement.

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

ARTICLE 6

MID-TERM BARGAINING

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

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

Step 1. Within seven (7) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department

head/designee, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The department head shall schedule a meeting to discuss the grievance and respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

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

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

Section 7. Selection of the Arbitrator. Once FMCS submits a panel of arbitrators to the parties, each party shall have ten (10) calendar days from the mailing date in which to alternately strike any name to which it objects. Parties shall determine who strikes first by a coin toss between a Company representative and Union representative. The remaining name shall be the arbitrator for the parties' dispute.

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

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

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

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

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

Section 9. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

Section 10. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 8 **LAYOFF AND RECALL**

Section 1. In the event it becomes necessary to lay-off employees in the Parks Department due to any circumstances, employees shall be laid off according to seniority with the least amount of departmental seniority shall be the first to be laid off. An employee laid off shall be subject to recall pursuant to Article 8, Section 2.

Section 2. No new, part-time or temporary employee shall be hired in the Parks Department unless all laid off employees are first recalled to full-time status.

Section 3. Recall from layoff shall occur according to Park department Seniority with the most senior employee recalled first.

ARTICLE 9 **SUBCONTRACTING**

Section 1. Notwithstanding any other terms of this contract the Township has the right to contract with a third party for the provision of services pursuant to the provisions contained herein and elsewhere in the Agreement. The Township agrees that subcontracting will be limited in nature to

situations involving emergencies, exigent circumstances, or the abatement of nuisances and/or public health and safety matters.

Section 2. In exercising its subcontracting rights, the Township agrees that it will not sub-contract any work currently being performed by the Parks Department to the extent that such action would produce a layoff or a reduction in regularly scheduled hours for bargaining unit members.

Section 3. During large snow and ice storms or natural disasters the Parks employees can be used for non-Park work and shall receive the applicable Road Department rate if higher than the regular Park rate.

ARTICLE 10 **SENIORITY**

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

ARTICLE 11 **HOURS OF WORK / OVERTIME**

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

Section 2. Shift Times / Adjustments. Regular hours of work shall be consecutive from 7:00 a.m. to 3:00 p.m., except for interruptions of work for one paid fifty (50) minute lunch period to be normally taken during the middle of the shift and to be taken at the same time by all bargaining unit employees. Shift times may be adjusted in accordance with the operational needs of the Township, provided that such adjustments are intended to be temporary or limited in nature, relative to the project, circumstances, or event that they are designed to address, and a reasonableness standard will be applied to the determination of the need for adjustment. The Employer will not establish separate shifts for only part of the bargaining unit without the consent of the union and such consent shall not be unreasonably withheld.

Section 3. Overtime. All hours worked in excess of the normal eight (8) hour work day or forty (40) hours in a seven day work period shall be at a rate of time and one-half, except for Section 6.

For purposes of hours worked, the parties agree that all hours paid, except for sick leave, shall be considered hours worked for overtime eligibility. Any employee may elect to receive compensatory time in lieu of overtime pay. Any employee who is promoted shall have the option

of cashing out their AT Bank at their old rate of pay. If the employee does not cash out, the employee's AT Bank shall be recalculated to reflect a lesser entitlement in hours based on the employee's higher or new rate of pay. This recalculation will also apply to employees whose rate of pay increases due to step increases. Across the board wage increases due to annual wage increases due to annual wage increases are not affected by the provision.

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

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

Section 6. Holiday Work. Work performed on the holidays identified in Article 19 shall be paid at double time.

Section 7. Weekend Pavilion Work. Pavilion work shall be scheduled only on Saturdays, Sundays, or Holidays when a paid rental is scheduled at an outdoor pavilion on that day. A minimum of two (2) hours shall be worked and a minimum of three (3) hours shall be paid at the appropriate rate of pay.

ARTICLE 12 WAGES

Section 1. All full-time employees shall be compensated according to the wage schedule listed below. The rates set forth below reflect a two percent (2%) increase retroactive to January 1, 2025, a two percent (2%) increase effective January 1, 2026, subject to a wage reopener as set forth below, and a two percent (2%) increase effective January 1, 2027. The rates are as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/31/2027</u>
Foreman	\$25.61	\$26.12	\$26.64
Assistant Foreman	\$23.07	\$23.53	\$24.00
Laborer	\$21.78	\$22.22	\$22.66

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

1 st Year	2 nd Year	3 rd Year
90%	95%	100%

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

Wage Reopener. Provided the November 2025 Police levy is passed by the voters, there shall be a wage reopener effective December 15 through December 31, 2025, during which the parties shall meet and conduct good faith negotiations on the subject of whether the wage adjustment of 2% effective January 1, 2026, should be increased considering all current and relevant facts surrounding the Township's financial status and projections. Failing to reach an agreement by December 31, 2025, the parties agree to move to an expedited Fact Finding pursuant to Ohio Revised Code 4117.14 as "Final Resolution" to the wage reopener issue. SERB will provide the parties Fact Finders to select from, or the parties may mutually agree upon the specific Fact Finder. The Fact Finding Hearing will be held by January 20, 2026, unless otherwise agreed by the parties.

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

Perfect Attendance - \$160.00
One Day of Absence - \$80.00

Each employee subject to this agreement, upon Qualifying for same, shall be paid the applicable amount.

The incentive award shall be calculated on a semi-annual basis of six (6) consecutive months commencing January 1, 2007, and continuing for each six (6) month period thereafter.

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.

Section 3. Steward Supplement. Shop Steward shall receive \$.25 per hour.

Section 4. Out of Class Pay. If a higher paid employee is on sick leave or Workers' Compensation leave of absence for thirty (30) days consecutive workdays, the substituting employees pay rate will increase to the higher rate of the absent employee.

ARTICLE 13 **LONGEVITY PAY**

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

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

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

ARTICLE 14 **PENSION PICKUP**

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

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

ARTICLE 15 **UNIFORM ALLOWANCE**

Section 1. All full-time bargaining unit members shall receive eight hundred dollars (\$800.00) per year for the purchase and maintenance of clothing.

Section 2. All part-time members of the bargaining unit shall receive four hundred dollars (\$400.00) per year for the purchase and maintenance of clothing.

Section 3. The uniform allowance shall be paid no later than the last day in February.

Section 4. Work clothing and shoes/boots worn for work shall meet the requirements of the Employer as set forth herein. Steel toed shoes/boots or equivalent must be worn at all times and a safety yellow top with Austintown Township printed on the back must be worn at all times. Tops may not have any other text or logos larger than 3 inch by 3 inch. In the alternative a safety yellow vest printed with Austintown Township must be worn at all times. The safety yellow top must be outward facing and may not be covered. The Township will purchase for each member one (1) safety vest that is marked Austintown Township.

ARTICLE 16 **BENEFIT CLAUSE**

Section 1. Medical Insurance. The Employer shall provide coverage to all full-time bargaining unit members represented by IBT 377 through the Teamsters 377 Health & Welfare Benefit Fund or make available comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plans in effect presently or subsequently selected by the

insurance committee under this article. Where coverage is provided by the Township, the applicable plan offering shall be reduced to writing and appended to the agreement as Appendix A. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Teamsters Local 377 Health & Welfare Fund. Within sixty (60) days of execution of this Agreement, all full-time bargaining unit members, not electing to opt-out for insurance, shall be transitioned to and be provided coverage under the IBT 377 Health & Welfare Fund or its successor. Effective the first pay period after execution of this agreement, the Employer agrees to contribute to the fund the applicable per employee weekly contribution for each participant, up to a maximum amount (i.e., not to exceed) of three hundred seventy-five dollars (\$375.00) for each week of coverage provided so long as the employee would have otherwise been eligible to receive coverage under the Township's insurance plan. The maximum amount shall increase to three hundred eighty-five dollars (\$385.00) in 2026, and three hundred ninety-five dollars (\$395.00) in 2027. Under no circumstances shall the Township be obligated to contribute an average weekly per employee participant amount greater than that of other fund participants or provide funds for any time period where the employee would not have been eligible to receive coverage under the Township plan.

Annually on January 1st of each year, the Employer's contribution rate shall be adjusted up or down and rounded to the nearest whole dollar, if the benefit claims experience of the fund over the preceding twelve (12) to thirty-six (36) months (as determined to be actuarially appropriate by the Fund consultant) projected over the next twelve (12) months would either reduce or increase the net assets of the Fund, after deducting actuarially determined benefit obligations and administrative expenses (determined by the last above actuarial process) in order to maintain a reserve equal to a projected twelve (12) months of benefit and administrative expenses. For the purposes of this process, the actuarially determined benefit obligations are the estimated amount of pending and unrevealed incurred claims. This calculation includes a reasonable estimate of the current pending and unrevealed incurred benefit claims obligations but does not include the value of retiree benefit obligations which are determined under the provisions of SOP-92-6.

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

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

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

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

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

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

Section 6. Insurance Committee/Insurance Changes for Township Coverage. The Union agrees that the Employer may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the Township

bargaining units having members receiving insurance benefits through the Township insurance plan, one (1) or two (2) representatives of the Board/designee, whichever is needed for an odd number, and one (1) representative of the Township Fiscal Officer/designee. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 2 of this Article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 2 of this Article, pass that increase along to the parties.

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

Section 8. Opt Out. No employee may elect to "opt-out" coverage under the Teamsters 377 Health & Welfare Fund, however, the employee may elect to "opt-out" of the Township's healthcare plan. The employee is eligible to receive 50% of the net savings to the Township for single coverage (\$2,000 deductible plan), 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 other insurance must be submitted to the Township.

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

Section 10. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of fifty thousand dollars (\$50,000.00) for all employees. Employees may elect to self-pay life insurance premium when they retire.

Section 11. Coverage Continuation Options for Township Coverage. Your individual and your family coverage terminate on your last day of work when you cease to be an employee of the Township. When you cease work because of a leave of absence, your individual and your family coverage terminates on the last day of the month in which you last worked. You have the privilege of continuing your Medical Insurance coverage for the number of months prescribed by law if the full premium payment is made in advance to the Township. Coverage will terminate if the employee's portion of any premium payment due is not received within fifteen (15) days of its due date. You have thirty-one (31) days from the end of the continuation period to convert to an individual policy with the insurance company. Coverage is strictly between the insurance company and the former employee.

Section 12. Medical Coverage Termination. Employee must pay the appropriate employee medical premium contribution to the Township no later than the same time and in the same amount as employee would have had it withheld from their pay, had employee continued their employment with the Township.

ARTICLE 17 **SICK LEAVE**

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

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

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

Section 4. Sick Leave Conversion/Severance. Fifty percent (50%) of unused accumulated sick leave shall be paid to an employee upon retirement, or to the surviving spouse or estate of any employee who dies, or to an employee who separates from employment with Austintown Township for any reason.

This 50% of unused accumulated sick leave shall be reduced at retirement by any sick leave the employee elected to convert to Earnable Salary or wages and/or cash pursuant to Section 7.

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

1. Personal illness or non-occupational injury of the employee;
2. Disability due to pregnancy of the employee or spouse;
3. Exposure to contagious disease which would be communicated to their persons;
4. Illness, injury or death to a member of the immediate family of the employee. Immediate family shall be defined as: spouse, parents, child, step-child residing or having had resided in the household, mother-in-law, father-in-law, grandparents, grand-children, brother, and sister.

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

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

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

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

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

ARTICLE 18 **ANNIVERSARY DATE AND VACATION PERIOD**

Section 1. Entitlement. Full time employees shall be entitled to vacation as follows:

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

Vacation is credited each bi-weekly pay period for each hour of actual paid time or 2080 hours, whichever 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. Taking Vacation Leave. Employees may take vacation leave to which they are entitled beginning the first full pay period following the date they complete the required years of service. Years of active service shall be computed in the same manner as is service credit for purposes of longevity.

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

Section 4. Vacation Carryover. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. There will be no restriction on the amount of vacation an employee can carry over, however, upon separation of employment with the Township, the employee will only be paid a maximum of 6 weeks of vacation time.

Section 5. Rate of Pay. Vacation pay shall be paid at the highest hourly rate an employee works in a calendar year so long as the employee worked at this higher rate of pay for at least 1040 hours in the calendar year.

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

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

Section 8. Selling One Week Vacation Leave. An employee may submit in writing no later than December 1 of each year a request to sell one (1) week of vacation time (five [5] days). The principal of Last in First out applies. The vacation time sold back to the Employer shall be that

which is earned during the calendar year and not taken and shall be paid to the employee by January 30 of the following year. The maximum amount of converted vacation time that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year. The maximum amount that can be sold back each year is one (1) week of vacation time.

ARTICLE 19

HOLIDAYS / PERSONAL DAYS

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

Section 2. Holidays. Full-time employees shall be paid for the following eleven (11) 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 of December |
| 11. | Christmas Day | 25 th of December |
| 12. | Juneteenth | 19 th of June |

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

Section 3. Personal Days. Each full-time employee, after one (1) year of service within their department, shall be entitled to two (2) personal days per year instead of the Township's Emergency Leave policy. Personal days not taken can be banked up to forty (40) hours. Any days not taken over the forty (40) hours shall be forfeited.

ARTICLE 20

BEREAVEMENT LEAVE

Section 1. In the event of the death of an employee's parent, child, spouse, former spouse with a minor child in common, brother, sister, stepparent, stepchild, mother-in-law, father-in-law, or the member is a legal guardian of the deceased relative, the employee shall be permitted time off with pay for five (5) days.

Section 2. In the event of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, stepsibling or half sibling, the employee shall be allowed time off with pay for there (3) days. If the death or funeral occurs beyond thirty miles from the employee's home the days off shall increase to five (5) days.

Section 3. Bereavement leave must be used within thirty (30) days of the death of the family member. Bereavement leave may be taken as a continuous period or on an intermittent basis. Additional leave may be requested under Article 17, Sick Leave, Section 5.

ARTICLE 21

INJURED ON DUTY LEAVE & TRANSITIONAL WORK

Section 1.

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

1. Follow the Incident Reporting Policies which have been discussed with the Union prior to implementation.
2. Submit a completed and signed internal incident report containing the nature of the injury, the date occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.
3. Furnish the Township with a signed Austintown Township Authorization(s) 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 full-time bargaining unit employee is injured in the line of duty while actually working for the Township on regular assignment, and is disable 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 complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty.

The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the I.O.D 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 full-time employee shall:

1. Follow the Incident Reporting Policies which have been discussed with the Union prior to implementation.
2. Submit a completed and signed internal incident report containing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.
3. Furnish the Township with a signed Austintown Township Authorization(s) to Release Medical Information relevant to the claim.
4. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.
5. In the event the employee seeks medical care the employee shall immediately Provide a medical certification from a physician on the list of Township approved providers opining that the claimant is disabled from employment of excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

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

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

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

Section 6. Denial of Claim/Reimbursement. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee shall reimburse the Township for any amounts paid pursuant to this section. The

Township may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods.

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

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

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

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

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

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

If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Township may extend the transitional assignments for a period of ten (10) more working days.

An employee that was injured in a work-related incident will not be eligible to return to Injured on Duty status at the expiration of their sixty (60) calendar days of Transitional Duty.

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

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

ARTICLE 22 **COURT APPEARANCES**

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

Section 2. Jury Duty. An employee called for jury duty shall be granted time off for jury duty. The Township will compensate a full-time employee for the difference between his jury duty pay and his regular pay. The full-time employee must remit his jury duty pay to the Township. An employee who reports for jury duty and is subsequently excused or released from jury duty shall report to work for the remainder of the work day.

ARTICLE 23 **LEAVE OF ABSENCE**

Section 1. Each employee is permitted one ninety (90) day unpaid leave of absence during the term of this contract. Such leave cannot be used to work at another job.

ARTICLE 24 **NO STRIKE / NO LOCKOUT CLAUSE**

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

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

ARTICLE 25 **HEALTH AND SAFETY**

Section 1. Townships Duties. The Township agrees to furnish, and to maintain in safe working

condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each Employees. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

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

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

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

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

ARTICLE 26 **PROBATIONARY PERIOD**

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

ARTICLE 27 **ALCOHOL AND DRUG TESTING POLICY**

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

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

Consequences of First Positive Test:

1. **Suspension.** Suspended immediately without pay except that employee may use vacation days or sick leave if permitted by law during suspension;
2. **Reinstatement Requirements.** Return to work dependent upon:
 - A. SAP (Substance Abuse Professional) approval;
 - B. Negative drug test;
 - C. Completion of recommended Rehabilitation program with termination the result for failure to complete rehabilitation.
3. **Follow-up/Aftercare Agreement.** Subject to 24 months of testing with at least six tests in the first year plus execution of aftercare agreement. Violation of aftercare agreement can result in suspension and additional testing with additional positive tests during these 24 months resulting in discipline as set out below:

Consequences of Second Positive test:

Second Positive test, regardless of whether this occurs during the 24 months of the 1st positive test aftercare agreement or at any time in the future and regardless of whether for the same or different drug (including alcohol): the penalty is a 10-day suspension without pay plus the requirements of 2 and 3 above.

Consequences of Third Positive test:

Third positive test will result in termination.

ARTICLE 28
WAIVER IN CASE OF EMERGENCY CLAUSE

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

ARTICLE 29
DISCIPLINE AND DISCHARGE

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

Progressive Discipline Policy is as follows:

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

Category One Offenses:

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

Category Two Offenses:

1. Refusing to comply with superior's orders or assignments.
2. Failure to perform work.
3. Each day absent without leave.
4. Abusive language to the public.
5. Sleeping on duty.
6. Any unsafe act that threatens the health or safety of any person, including but not limited to driving while distracted (e.g., using cell phone, eating, etc., while driving.)

Category Three Offenses:

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

Category Four Offenses:

1. Failure to return to work after leave of absence has expired.

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

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

Application of Progressive Discipline Policy

- A. Any offense(s) that result in a documented oral reprimand or a written reprimand and that occurred more than six (6) months prior to the current offense(s) shall not be considered a prior offense(s) in determining the applicable penalty for the current offense(s).
- B. A Higher Category offense may be classified, at the Township's option, in a lower Category, even if to do so results in a more severe penalty. For example, a current Category II, 1st offense that occurs within six (6) months of two (2) prior Category I offenses, shall subject an employee to a Category I, 3rd offense five (5) day suspension, instead of a Category II, 1st offense of a written reprimand.
- C. Multiple offenses in the same incident can result in multiple penalties, such that a written reprimand can issue along with a suspension, or suspensions can be consecutive. For example, if the same incident involves a Category I, 2nd offense and a Category III, 1st offense, the resulting penalty is a ten (10) day suspension plus a written reprimand.
- D. All suspensions apply to work days and can be satisfied by an employee giving up vacation days or other days off, with the Township's consent.

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

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

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

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

ARTICLE 30 **WORK RULES**

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

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

Section 3. Notice/Violation of Agreement. Prior to the effective date of any newly established or adjusted work rule, regulation, policy or procedure, the Employer will notify the Union and upon the Union's request, will meet with the Union to discuss the effect of the rules prior to implementation. The parties agree that no work rules, regulations, policies or procedures shall be established or maintained that are in violation of the Agreement.

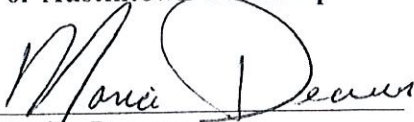
ARTICLE 31 **DURATION**

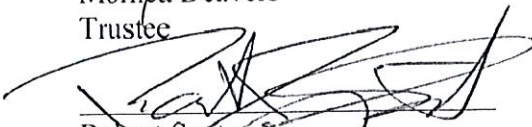
This Agreement shall be effective upon execution and shall continue in full force and effect until December 31, 2027.

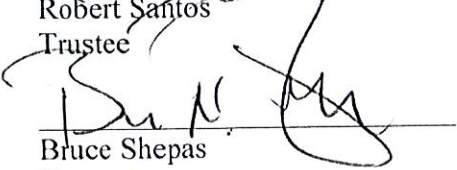
SIGNATURE PAGE

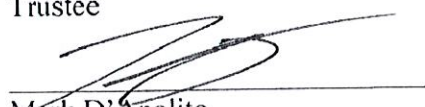
Signed and dated at Austintown, Ohio, on this 15th day of September 2025.

For Austintown Township


Monica Deavers
Trustee

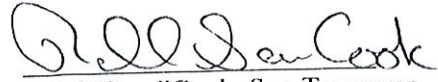

Robert Santos
Trustee

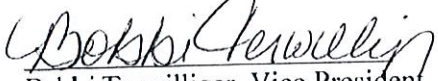

Bruce Shepas
Trustee

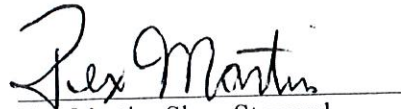

Mark D'Apolito
Township Administrator

Per meeting of 9/15/25

For the Union


Ralph "Sam" Cook, Sec-Treasurer
Teamsters Local 377


Bobbi Terwilliger, Vice President


Tex Martin, Shop Steward

APPENDIX A
CPR & DEFIBRILLATOR TRAINING

Employees covered under the Teamsters CBA shall receive an annual bonus of \$500.00 for having a certification covering CPR & Defibrillator Training. Said bonus will be paid on the second Friday of December of each calendar year to all bargaining unit employees who are certified.

APPENDIX B
IOD/WORKERS' COMPENSATION PROVIDERS

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

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

SIDE LETTER # 1
SNOW/ICE CONTROL WORK

Section 1. Rate of Pay. The parties agree that should members of the bargaining unit be utilized to perform snow and ice control work so as to supplement road department operations, members shall be entitled to be paid the Operator per diem rate set forth in the contract covering IBT 377 and the Austintown Township Board of Trustees for the Road Department.

Section 2. The parties agree that by entering into this side letter, the union is not waiving any potential challenges that it may raise to the utilization of park department personnel for Snow/Ice control duties or agreeing that such action is proper. This letter is for the sole purpose of establishing an appropriate rate of pay.

SIDE LETTER # 2
FOREMAN BONUS

The Township agrees to continue the practice of paying a monthly bonus payment in the amount of \$400.00 to the Park Foreman and \$200.00 for the Assistant Park Foreman, as long as there is not a person filling the dedicated position of Superintendent.

SIDE LETTER # 3
TEX MARTIN

Tex Martin is presently eligible for opt-out even though the Park unit has elected the Teamster's 377 Health & Welfare Fund plan. Tex Martin was permitted by the Teamster's 377 Health & Welfare Fund plan to opt out. This option is no longer available to Teamster's 377 Health & Welfare Fund plan participants. Tex Martin will lose this opt out exception if he decides to join the Teamster's 377 Health & Welfare Fund plan at any time in the future.

This side letter is void as of April 1, 2022, as that is the date Tex Martin enrolled in the Teamster's Health Care Plan.

Ralph "Sam" Cook
Secretary Treasurer/Principal Officer
Teamsters Local # 377

Mike Dockery
Austintown Township Administrator

Tex Martin