BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date:

December 19, 2016 at 6:00pm

Bazetta Township Administration Building

3372 State Route 5 Cortland, Ohio 44410

Present:

Chairman Trustee Paul Hovis Trustee Frank Parke Vice Chairman Trustee Ted Webb Fiscal Officer Rita K. Drew

• Trustee Parke reminded the assemblage of the Public Comment procedures

286-16 To accept the minutes, with requested changes, from the December 12 Regular Meeting.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

287-16 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

288-16 To authorize the Fiscal Officer to make the following transfers.

\$4,286.09 from 01-A-10 (General: Legal Counsel) to 01-A-27 (General: Transfers)

\$100.00 from 01-F-01A (General; Salaries Groundskeeper) to 01-A-90 (General; FICA/Medicare)

\$10,000.00 from 03-A-03 (Road & Bridge: Workmens Compensation) to 03-A-01 (Road & Bridge: Salaries)

\$3,392.75 from 09-A-01E (Police: Salaries IT) to 09-A-01 (Police: Salaries)

\$3,784.51 from 09-A-07 (Police: Tools & Equipment) to 09-A-01 (Police: Salaries)

\$3,000.00 from 09-A-07 (Police: Tools & Equipment) to 09-A-02 (Police: Employers Retirement Contribution)

\$4,461.14 from 09-A-10 (Police: Contracts) to 09-A-01 (Police: Salaries)

\$10,000.00 from 10-A-08 (Fire: Tools & Equipment) to 10-A-01D (Fire: Salaries OT)

\$8,286.09 from 01 (General) to 05 (Cemetery)

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

- Trustee Parke asked for an explanation about Board Resolution #289-16
 - Fiscal Officer Drew explained as follows
 - This pertains to employees who are cashing out sick and vacation time
 - Without this plan in place, the cashed out time is not considered earned income for the purposes of retirement
 - With this plan in place, it can be considered earned income
 - The cost to the township would be nominal with the only cost being the employer retirement contribution
- 289-16 To adopt the attached *Bazetta Township OPERS Conversion Plan*, with supporting documentation requested by OPERS, effective upon approval by the OPERS Compliance Division.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

290-16 To approve an expenditure of \$3,501.00 for a Ricoh MP C3504 Printer/Copy/Scan/Fax with Gold Service Agreement from Ricoh USA, to be paid from the General Fund.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

Correspondence (Copies available upon request):

None

Administration:

- Trustees will have their Year End Meeting on December 27 at 4:00pm
- Trustee Parke reminded department heads to have their inventory submitted to Fiscal Officer Drew

Fire Department:

- See Attached Agenda
- Chief Lewis noted that member of the Bazetta Fire Department are not permitted to and will not be carrying weapons of any kind on duty
- 291-16 To recess into Executive Session at 6:09pm to discuss employment of a public employee, per ORC §121.22(G).

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

292-16 To reconvene from Executive Session at 6:45pm with no action taken.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

293-16 To table the resolution to conditionally hire _ as a Firefighter/EMT, at the contracted rate, effective January 29, 2017 pending pre-employment physical assessment, background check, and drug screening results.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

294-16 To table the resolution to approve the attached Resolution to Dispose of Township Property by Public Auction on Location.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

295-16 To authorize Chief Lewis to sell the attached list of obsolete Fire Department equipment, at a sale price not to exceed \$2,500 per ORC §4513.61.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

Police Department:

See Attached Agenda

• Trustee Parke said the township received the insurance settlement for the wrecked cruiser today

296-16 To approve an expenditure of \$5,000.00 for a Ricoh MP C4504 Printer/Copy/Scan/Fax with Gold

Service Agreement from Ricoh USA, to be paid from the Police Equipment Fund.

Motion:

Trustee Parke

Second: Vote:

Trustee Webb
Trustee Hovis – Yes

es Trustee Parke - Yes

Trustee Webb - Yes

Road Department:

Superintendent Parke stated the following

o His inventory has been submitted and forwarded to the Trumbull County Engineer

o All trucks are running well after the current weather

Trustee Webb congratulated the department on an outstanding job on recent snowfall

Planning Director, Zoning Inspector & Code Enforcement Officer:

• See Attached Report

Zoning Commission & Zoning Board of Appeals:

Trustee Webb reported the following upcoming meetings

- o Zoning Board of Appeals on January 4 at 6:00pm in the Administration Building
- o Zoning Commission on January 4 at 6:30pm in the Administration Building

Parks & Recreation Board:

- Trustee Parke said he spoke to Diane at ODNR
 - o She is waiting word back from the state
 - o In the meantime, she said "you have to do what you have to do" concerning closing the park

Safety Committee:

• Chief Lewis said the next meeting will be at 8:00am on January 5 at the Police Station

Health Insurance Committee:

Nothing to Report

Public Information Officer:

Nothing to Report

Asked to be placed on the Agenda:

None

Public Comment:

- Trustee Hovis said calling hours for Sgt. Ray Smith will be Thursday from 5-8pm at Shafer Winans
- Al Simon of Morrow Drive
 - o Asked for an update on his situation
 - Read portions of the Ohio Revised Code and Bazetta Township Zoning Resolution regarding "non-conforming"
 - o Said he doesn't understand why this isn't being enforced
 - o Feels like he is being ignored
 - o Considers this situation a nuisance and that his complaint should continue being pursued

- Trustee Webb replied as follows
 - o He spoke with Inspector Mills, who is in the process of getting an opinion from Atty. Finamore
 - o Part of the problem here is that agricultural issues are involved and these are protected by the State of Ohio, over and above whatever local zoning riles may stipulate
 - o Township officials are working with Atty. Finamore to find a solution
- Trustee Hovis said he would contact Atty. Finamore to find out where he is on this
- Jane Lewis of Durst Clagg Road asked if closing the Park will hurt the Road Department wages
 - Trustee Parke said that it would
 - o Trustee Webb said the park wages are paid from the General Fund
 - Superintendent Parke said the following
 - Under the Teamsters contract, his employees are paid for 40 hours per week no matter where they work
 - If his guys are working more on the roads because they are working less in the Park
 or Cemetery, then less of their wages will come from the General Fund and more of
 their wages will come from the Road Department
 - If cutbacks continue in the Park and Cemetery, then there is a possibility that he will need to lay someone off in the Road Department
- Trustee Hovis announced that there will be a Grand Opening for Tax29 on Millenium Boulevard on January 2, 2017 at 9:00am

297-16 To adjourn the n Motion: Second: Vote:	neeting at 7:14pm. Trustee Webb Trustee Parke Trustee Hovis – Yes	Trustee Park	e - Yes	Trustee Webb - Yes
Attested by: Fiscal Office	oon Bita V. Drow	Dated:	12-0	21-16
Approved by Chairman	ech	Dated:		21-16

PENDING WARRANT REPORT Bazetta Township [2016]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
28790	1704.00	VW28790	Cortland Computers, Inc.	Supplies/Service
28791	894.75	VW28791	Delta Dental	Insurance
28792	112359.86	VW28792	Milcam Inc.	Contracted Work at Fire St
28793	49.32	VW28793	Ricoh USA, Inc.	PAYMENT
28794	300.00	VW28794	Schultz Towing, Inc.	Tows
28795	12.55	VW28795	Southeastern Emergency Equipment	Supplies/Parts
28796	89.10	VW28796	Bazetta Township Road Department	2 Tons of Salt
28797	1012.80	VW28797	Ohio Edison	Service
	========			
	116/22 38	<i>-</i> π- πο	tal Amount of Pending Warrants	

BAZETTA TOWNSHIP OPERS CONVERSION PLAN

Pursuant to Section 145.01 of the Ohio Revised Code and Ohio Administrative Code 145-1-26, Bazetta Township is executing a plan for the conversion of sick leave, vacation leave, and personal leave to cash for leave that is accrued, but not used, during the calendar year, as defined as January 1 to December 31, as part of an annual conversion plan. These earnings are earnable salary on which employee and employer contributions shall be remitted to OPERS.

Leave shall be converted on a last in, first out (LIFO) basis. The leave to be considered earnable salary is the leave accrued to date in the current calendar year, less any leave used to date in the same calendar year. For retiring employees, conversion payment must occur according to the plan and either prior to or during the month of their termination date for this salary to be included in the calculation of Final Average Salary.

The following payments made to employees shall not have retirement contributions withheld as the payments do not meet the definition of earnable salary for OPERS purposes:

- leave in excess of the annual amount of leave accrued January 1 to December 31 less leave used January 1 to time of payment
- leave earned in previous calendar years (other than payments made in January for leave accrued but not used during the previous calendar year)
- conversion of leave to employees separating employment
- conversion of leave to retiring employees outside the regular payment schedule

Employees receive conversion payments in the time periods stipulated in their individual cooperative bargaining agreements, individual employment agreements, or Bazetta Township Administrative Policy Manual. The maximum amount of leave employees earn in a year is set forth in the aforementioned agreements and attached hereto.

Leave accrual is set forth in the aforementioned agreements and attached hereto.

This plan must be submitted to OPERS for approval by March 31 of each year, or prior to any conversion plan payments being made to employees.

Executed by:

Name: Paul Hour Title: Thustee

Date: 12-27-16

Name: Frank w. Parke

Date: 12-27-2016

Name: The WM Title: BAce Ha Truske

Date: 12-27-2016



Bazetta Township Administrative Policy Manual

Adopted by resolution on March 7, 2005

c. The employee will be suspended for a specified period upon approval of the Trustees.

4. Discharge

- a. A record of the meeting will be prepared stating the offense and the action to be taken. The employee will receive a copy and a copy will be placed in the employee's personnel file. The employee will sign the memo indicating s/he has read and received the discharge memo.
- b. The Trustees or their designee will terminate the employee.
- c. The Board of Trustees will review the offense with the employee upon the written request of the employee and in accordance with the Open Meeting Act.

ATTENDANCE AND ABSENTEEISM

Bazetta Township expects all employees to assume diligent responsibility for their attendance and promptness. Should an employee be unable to report to work for any reason, s/he must notify his/her immediate supervisor or Department Head as soon as s/he becomes aware of the reason that s/he cannot report to work. The employee's supervisor must receive such notice TWO HOUR before the employee's normal starting time. Personnel may use the Voice Mail System. Failure to properly notify the employee's immediate supervisor results in an unexcused absence.

A Department Head, may require an employee who is absent three consecutive days from work due to injury or illness to submit a statement from his/her physician regarding the nature of the injury or illness and certifying that the employee is capable of returning to work and resuming his/her full duty responsibilities. Bazetta Township also reserves the right to require an employee to submit to an examination by a physician designated by the Township at its discretion. In addition, Bazetta Township may require the employee to either submit a statement from his/her physician or to be examined by a Township-designated physician in other instances where abuse is suspected. (For example, where an employee's record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends.)

Absenteeism or tardiness that is unexcused or excessive in the judgment of Bazetta Township may result in the time being deducted from personal leave time and is grounds for discipline as provided for in this Manual. The Township shall consider any unauthorized consecutive three (3)-day absences as a voluntary termination of employment.

VIII. EMPLOYEE BENEFITS

ELIGIBILITY FOR BENEFITS

A Full-Time employee is eligible for insurance benefits 60 days from the date of hire and vacation and personal/sick time benefits on the date of hire.

PROBATIONARY PERIOD (see each negotiated Union Contracts for specifics)

<u>VACATION</u> Full-Time Regular Employees (non-contract) (see Negotiated Contracts) For contracted employees	1-5 Yrs 6-10 Yrs	2 Weeks
Vacation Days Based upon years of service	11-15 Yrs 16-20 Yrs 21-Plus Yrs	4 Weeks 5 Weeks 6 Weeks

Bazetta Township will adhere to Ohio Revised Code in regards to vacations.

No vacation will be allowed without written permission from the Department Heads/Supervisors and Trustees.

Eligibility for additional vacation days resulting from years of service is the anniversary date of the employee's hire date. Vacation days will be credited in January of each year. If an employee leaves employment early of additional time and is credited, but not yet earned, they must reimburse township for days used.

Each Department Head shall prepare the vacation schedules and it shall be his/her-responsibility not to allow conflicts of vacations for employees within that department. All departments shall coordinate vacation schedules with the person designated by the Trustees who will assure appropriate vacation scheduling that will maintain continued service to the public. Vacations may be taken as weekly periods, individual full or half days as long as the periods chosen meet with departmental approval. All employees should submit a vacation request at least two (2) weeks prior to the date they wish their vacation to begin.

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit, which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employees' leave balance. In case of death of an employee, such unused vacation leave shall be paid in accordance with section 2113.04 of the Revised Code, or to the employee's estate.

LONGEVITY

Employees shall receive (.05) cents per hour or equivalent for each year worked based upon the number of years of service.

Longevity may be computed and/or credited by the employee's service date/ hire date. However, if an employee leaves employment before their anniversary date, the difference will be deducted from their severance pay.

HOLIDAYS

All full-time regular (non-Contract) employees shall receive the following days as paid holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

General Election Day (November)

Thanksgiving Day

Christmas Day

When a holiday falls on a Saturday, the proceeding Friday shall be considered the paid holiday. When a holiday falls on a Sunday, the following Monday shall be considered the paid holiday. If a holiday falls on a Saturday or Sunday and is part of a dual holiday the Trustees will determine the day of the extended holiday. The Trustees in its sole discretion may schedule extended holidays as necessary to assure continued uninterrupted service to the public. (Employees cannot bank holidays)

PERSONAL/SICK TIME (see Negotiated Contracts for Bargaining Employees)

Non-Bargaining employees have 4 Personal days

Personal Days must be used during the calendar year and cannot be carried over from year to year

Sick time governed by Ohio Revised Code

Sick hours may be donated: Motion 67-99

Holiday pay while an employee is on sick leave is to be paid for the holiday when it occurs during a period of paid sick leave Motion: 96-00

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program provides confidential counseling and referral services for any type of personal concern to the extent of the Townships Health Insurance Policy. This program is available to all employees, volunteers, and family members.

AGREEMENT BETWEEN

THE BAZETTA TOWNSHIP TRUSTEES

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 377

> Effective January 1, 2015 through December 31, 2017

SERB Case Number: 2014-MED-10-1523



- A. Nature of the sickness, injury, or illness.
- B. Date leave shall begin and approximate date of termination of such leave.
- C. Statement that employee is unable to perform his regular duties.

Section 4. The Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position any time during such unpaid leave of absence as defined in Section 1 above. The cost of the examination shall be paid by the Employer. In the event the Employer's doctor and the employee's doctor are in disagreement, a third doctor selected mutually by the parties will perform the deciding examination, the cost of which will be divided between the Employer and the employee. The decision of the third doctor shall be final and binding.

Section 5. Upon completion of such leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge. Failure to return to work upon the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

An eligible full-time employee shall be granted family and medical leave in accordance with the Township's policy in effect at the time of this agreement in accordance with applicable law.

ARTICLE 18 SICK LEAVE

Section 1. Crediting Sick Leave. Sick leave credit for full-time employees shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit. Any accumulated sick leave earned by an employee with the Employer prior to the execution of the agreement shall remain to the employee's credit until unused.

<u>Section 2.</u> <u>Expiration of Sick Leave.</u> If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

Section 3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or week earnings.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 - 1. Illness or injury of the employee;

2. Death of a member of his immediate family;

3. Medical, dental or optical examination or treatment of employee during normally scheduled working hours;

4. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

5. Pregnancy and/or childbirth and other conditions related thereto.

<u>Evidence Required for Sick Leave Usage.</u> The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 6. When an employee is unable to work, he shall notify the supervisor or other designated person within one-half (1/2) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employée has made other reporting arrangements with the supervisor.

<u>Section 7.</u> <u>Abuse of Sick Leave.</u> Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

Section 8. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement shall be required after an absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

Section 9. Physician Examination. Prior to an employee's return from a medical or workers' compensation leave of absence, and/or when reasonable suspicion exists that an employee is medically unable to perform his/her job, the Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a mutually selected licensed physician or psychologist. The fees of such a mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

Section 10. Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave. Employees may receive, after completion of twenty (20) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed three hundred forty (340) hours of pay calculated at one-fourth (1/4) of thirteen hundred sixty (1,360) hours of sick leave.

For the purposes of this provision, retirement shall be considered the criteria established for retirement from active employment with the Township at the time of separation under the Ohio Public Employees Retirement System (OPERS).

In order to ensure payment in a timely manner, an employee shall advise the Employer in writing at least thirty (30) calendar days prior to the expected date of retirement. Said payment shall be forwarded to the employee within the thirty (30) calendar day period following the last day the employee receives compensation from the Employer.

ARTICLE 19 FUNERAL LEAVE

Up to three (3) days paid leave shall be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, loco parentis. Up to two (2) days paid leave shall be granted to the employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise to work, the consecutive work days will be scheduled with the approval of the Employer. Such leave shall not be deducted from sick leave.

ARTICLE 20 COURT APPEARANCES

Section 1. Court 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 his regular hourly rate of pay.

Section 2. Jury Duty. An employee called for jury duty shall be granted time off for jury duty. The Township shall compensated the employee in the usual manner and accept from the

ARTICLE 28 HOLIDAYS

Section 1. All full-time employees covered under this agreement shall be entitled to the following holidays:

New Year's Day

Martin Luther King Day

Good Friday

Thanksgiving Day

Labor Day

Presidents' Day

Veterans Day

Memorial Day

Independence Day

Columbus Day

General Election Day

Memorial Day

Christmas Day

<u>Section 2.</u> In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above, when no work is performed on such holiday. Holidays shall be of twenty-four (24) hour duration.

<u>Section 4.</u> Any work performed by an employee on any one of the days listed in Section 1 that is an emergency or presence required situation will be paid at the holiday rate of two (2) times over the regular rate of pay.

<u>Section 5.</u> For full-time employees covered by this agreement to receive holiday pay for those days listed in Section 1, the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to funeral leave and/or vacation.

ARTICLE 29 <u>VACATION LEAV</u>E

<u>Section 1.</u> Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

Length of Service	<u>Vacation</u>
1 year through 5 years 6 years through 10 years 11 years through 15 years 16 years through 20 years 21 years and over	80 hours 120 hours 160 hours 200 hours 240 hours

Such vacation leave shall be accrued to employees at the following rates:

Annual Vacation Entitled To

Credited Per Period

80 hours			3.1 hours
120 hours	and the same and the		4.6 hours
160 hours			6.2 hours
200 hours	apa.	:	7.7 hours
240 hours	er.		9.2 hours

Effective January 1, 2007, and/or January 1 thereafter, full-time employees who have completed the one (1) year of service shall be credited their individual vacation amount for that calendar year. In the event an employee uses vacation leave that has been credited/advanced, but not earned, and said employee leaves the employment of the Employer for any reason prior to earning the amount used, the employee shall reimburse the Employer all monies paid for such leave. Reimbursement to the Employer shall be made based on the following schedule:

- 1. employee's regular paycheck;
- 2. Article 18, Conversion of Unused Sick Leave, when applicable;
- 3. employee submitting payment (cash or check) to the Employer.

<u>Section 2.</u> No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of full-time employment with the Employer.

Section 3. Vacation leave requests for five (5) consecutive work days or more for the current calendar year shall be submitted at least thirty (30) calendar days prior to the requested date. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employee's vacations or to cancel vacations.

Section 4. Vacations may be taken in minimum increments of one (1) regular scheduled work day. Should an employee request vacation leave of one (1) regularly scheduled work day increment, such requests are subject to prior approval of the Employer and must be given at least twenty-four (24) hours prior to the date requested.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

<u>Section 5.</u> Once the vacation had been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

<u>Section 6.</u> Days specified as holidays in the agreement shall not be charged to an employee's vacation leave.

Section 7. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave to his credit at time of separation.

Section 8. In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall-be paid to the deceased employee's spouse and then to the estate if no spouse survives.

Section 9. Full-time employees covered by this agreement, after one (1) year of service with the department, shall be granted three (3) days/twenty-four (24) hours paid personal leave for each year (January to December). Effective January 1, 2007, and each year thereafter, a total of four (4) days/thirty-two (32) hours of paid personal leave for full-time employees shall be granted. Written application for use of personal leave must be submitted by the employee to the Employer/designee at least twenty-four (24) hours in advance of the requested date. Personal leave will be granted if the work schedules permit said usage, as determined by the Employer. Unused personal leave shall be non-cumulative.

Section 10. In the event a part-time employee of the Township becomes a full-time employee, the amount of time such employee has actually worked shall be used in computing vacation leave. Actual work time shall be computed on a prorated basis. The provisions of Section 2 herein shall apply.

ARTICLE 30 HEALTH AND SAFETY / PROTECTIVE CLOTHING

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for its employees. The employees accept the responsibility to maintain tools, equipment, and work areas in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Road Superintendent as soon as said unsafe working conditions are known. The Superintendent shall inform the Employer/designee of the situation at the earliest practicable opportunity; however, in no event will such transfer of information exceed two (2) work days from the incident. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by employees.

Section 2. If an employee has justifiable reason to believe that his safety and health are in danger due to an unsafe working condition, or unsafe equipment, he shall inform the Employer who shall have the responsibility to determine what action, if any, should be taken including whether or not the job should be shut down.

Section 3. The Employer shall provide full-time employees in this agreement work clothing suitable for the duties of the position. "Clothing suitable for the duties of the position" shall include work shirts (with Bazetta Township identification), work pants, and coveralls on an as-needed basis, as determined by the Employer.

AN AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

AND



BAZETTA TOWNSHIP TRUESTEES

ALL FULL-TIME PATROL OFFICERS AND SERGEANTS

EFFECTIVE: JANUARY 1, 2014 EXPIRES: DECEMBER 31, 2016 B. the Chief or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

<u>Section 3</u>. Each employee shall be afforded the opportunity during non-duty hours to voluntarily enter into his file favorable data not so previously included, such as verifiable letters of commendation, diplomas, awards and/or other descriptions of professional/educational accomplishments and advancements.

ARTICLE 21 HEALTH AND SAFETY

<u>Section 1</u>. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for his employees. The employee(s) accepts the responsibility to maintain his cruisers, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by bargaining unit employees.

ARTICLE 22 SICK LEAVE/FUNERAL LEAVE

<u>Section 1</u>. Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. An employee who has prior law enforcement service with the State of Ohio or any political subdivision within Trumbull County may be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment of credit given by the previous Employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service, as defined herein, may be placed on his credit as provided by this section upon his employment with the Employer provided that such employment takes place within ten (10) years from the date on which the employee was last separated from public service as defined herein.

<u>Section 3</u>. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

<u>Section 4</u>. Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to

work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

<u>Section 5</u>. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee, illness or injury of an employee's immediate family where the employee's presence is substantiated and approved by the Chief;
- B. Medical, dental or optical examinations or treatment of employee which cannot be scheduled during non-working hours;
- C. A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and,
- D. Pregnancy and/or childbirth and other conditions related thereto.

<u>Section 6</u>. Three (3) days of paid leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, or other person standing in loco parentis (in place of a parent) to the employee. Up to two (2) days of paid leave may be granted to the employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer. Funeral leave days will not be charged against an employee's accrued but unused sick leave balance.

<u>Section 7</u>. The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action.

<u>Section 8</u>. When an employee is unable to work, he shall notify the Chief or other designated person no less than two (2) hours prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the Chief.

<u>Section 9</u>. Employees intentionally failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with intent to defraud may be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

<u>Section 10</u>. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician's statement shall be required for absence of

three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

<u>Section 11</u>. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

ARTICLE 23 CONVERSION OF UNUSED SICK LEAVE

<u>Section 1</u>. An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the Bazetta Township Police Department, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed 240 hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the Department at the time of separation under the Public Employees Retirement System (PERS).

ARTICLE 24 LEAVE OF ABSENCE

<u>Section 1</u>. The Employer may grant a leave of absence without pay to the employee for a maximum duration of sixty (60) calendar days per calendar year upon the written request by the employee for any personal reason. An employee's written request for a leave of absence must be submitted to the Chief at least sixty (60) calendar days prior to the beginning date of such leave. The authorization of a leave of absence without pay is a matter of administrative discretion. In the event such personal leave is requested due to medical reasons, such request shall be reviewed by the Chief/Employer on a case-by-case basis. Further, such request shall be subject to the provisions of Section 3 herein.

<u>Section 2</u>. The Employer may, upon the receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury, or illness, including pregnancy-related matters, and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If an employee has been granted a leave of absence as defined in Section 1 above, such time granted will be included in the one (1) year period, if applicable.

ARTICLE 27 VACATION

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

Length of Service	Vacation
Less than one (1) year	None
One (1) year through five (5) years	80 hours
Six (6) years through ten (10) years	' 120 hours
Eleven (11) years through fifteen (15) years	160 hours
Sixteen (16) years through twenty (20) years	200 hours
21 years and over	240 hours

Such vacation leave shall be accrued to employees at the following rates:

Annual Vacation Entitled To	Credited Per Period
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	. 7.7 hours
240 hours	9.2 hours

Employees shall earn/be credited with vacation leave while in active pay status.

Section 2. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer. Effective January 1, 1996, and/or each January 1 thereafter, full-time employees who have completed the one (1) year of service shall be credited their individual vacation amount for that calendar year. In the event an employee uses vacation leave that has been credited/advanced, but not earned, and said employee leaves the employment of the Employer for any reason prior to earning the amount used, the employee shall reimburse the Employer all monies paid for such leave. Reimbursement to the Employer shall be made based on the following schedule:

- 1. employee's regular paycheck;
- 2. deduction of vacation leave payment pursuant to Section 5 and 7 herein;
- 3. any accrued but unused compensatory time pursuant to Article 18, Sections 5 and 8;
- 4. Article 23, Conversion of Unused Sick Leave, when applicable;
- 5. employee submitting payment (cash or check) to the Employer.

Section 3. Vacations shall be taken in minimum increments of eight (8) hours. Vacations are scheduled in accordance with the work load requirements of the Employer. For this reason, the Employer shall require vacation requests to be made prior to April 1 of each calendar year. The vacation schedule shall be posted no later than April 30. When requesting vacation leave, employees shall, if applicable, submit their request for vacation carryover. Vacation leave requests submitted prior to April 1 shall be awarded based on seniority. Should an employee fail to submit vacation requests prior to April 1, the granting of vacation leave will be subject to the staffing and work load requirements of the Department, as determined by the Board of Trustees/designee.

<u>Section 4</u>. An employee wishing to change his scheduled vacation shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a first-come/first-served basis for those unscheduled and available weeks remaining. The Employer may waive the advance notice requirements.

The Employer shall make a reasonable attempt to accommodate an employee's request for such vacation time herein; however, the Employer shall have the right to deny vacation requests if work load requirements so mandate.

<u>Section 5</u>. The Employer shall permit an employee to carry vacation from year to year not to exceed three (3) years, and limited to a maximum of thirty (30) days. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the stated accrual. Such leave shall be eliminated from the employee's leave balance. The Employer shall post on the bulletin board in January and July a list of bargaining unit employee's accumulated unused vacation leave.

<u>Section 6</u>. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

<u>Section 7</u>. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth in this article.

<u>Section 8</u>. In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the estate of such employee. Employees shall be required to provide written documentation as to their beneficiary for the purposes of this section.

<u>Section 9</u>. Effective January 1, 2011 non-probationary employees covered by this agreement shall be granted three (3) twelve (12) hour personal days leave with pay. Employees shall be required to give the Employer or Chief at least a ten (10) working day advance notice when requesting such leave. The granting of such personal leave is subject to the staffing and work

load requirements of the Department, and may be denied if staffing and work load requirements so mandate. Special consideration shall be given in the event of a personal emergency, and such time period (i.e., ten (10) work day notice) may be waived at the sole discretion of the Chief. The personal leave day must be taken in the year earned and may not be carried over from one (1) year to the next.

ARTICLE 28 CALL-IN PAY

<u>Section 1</u>. An employee, who is required to report to work at a time that does not abut his regular shift, or is not court related as described herein, shall be paid a minimum of four (4) hours pay at the appropriate rate of pay.

Section 2. The Employer may reassign the employee who is called in within the Department in order to provide work for that employee. If an employee elects to refuse the reassigned work, the employee shall be paid for only those hours actually worked and negate the Employer's obligation for compensation as provided in Section 1 herein. Such reassignment shall not be made for the sole purpose of avoiding payment under this section.

ARTICLE 29 COURT TIME

Section 1. Employees in an off-duty status who must appear in court in reference to their official duties as an employee of the Bazetta Police Department shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.

ARTICLE 30 UNIFORM AND EQUIPMENT ALLOWANCE

Section 1. A newly hired probationary employee shall be entitled to an initial uniform allowance of \$425.00, which shall be utilized to purchase departmentally approved clothing and/or equipment. A newly hired probationary employee may, after the completion of six (6) months of satisfactory duty, be entitled to an annual uniform allowance in accordance with the provisions of Section 2 herein.

Should an employee fail to successfully complete their probationary period, said employee shall reimburse the Employer any monies forwarded to the employee.

Section 2. The annual uniform and equipment allowance shall be paid in accordance with the following schedule:

Effective December 1, 2014

Effective December 1, 2015

Effective December 1, 2016

\$875.00 per contract year

\$875.00 per contract year

\$875.00 per contract year

Joel Davis

From:

Joel Davis [jdavis@bazettatwp.org]

Sent:

Wednesday, December 14, 2016 12:31 PM

To:

'twebb@bazettatwp.org'; 'fparke@bazettatwp.org'; 'phovis@bazettatwp.org'

Subject:

New Admin Copier

Gentlemen,

We currently own the copier at the administration building and pay between 55/60 per month for service contract which includes service, toner, & supplies.

The new proposal is for a new copier that **will include gold service for 5 years** and we would have two options to either lease for \$67.00 a month or purchase at \$3501.00

The current machine is about 9-10 years old

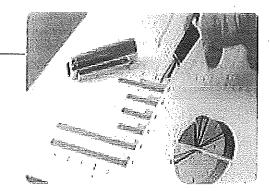
I would like to put on the Agenda for 12/19/16 meeting to take advantage of special pricing.

Let me know your thoughts or please call if you have any questions.

Thank You.

Joel

Financial Considerations



Investment Details

PRICING COMPONENTS

- Installation
- Operator training
- Service performed by Ricoh customer service technicians (you will incur no additional charges for parts or labor)
- Gold Service Includes Parts, Labor, Toner, and Staples

FINANCIAL CONSIDERATIONS

60 Month Lease with 1\$ Out: \$67.00 / month

Service: (Gold) -- 60 Months -

Per Click Rates

B/W overage rate: .004 Color overage rate: .04

\$ 350 \ s

	Cost Summary
	Proposed
Lease	\$67.00 / month
Service	Per Click
Promo	*Has to be booked before end of December

Auction List and Equipment for Sale less than \$2500

Thu 12/15/2016 1:32 PM

From: "Dennis Lewis"

To: rdrew@bazettatwp.org
Cc: trustee@bazettatwp.org



Fiscal Officer Drew,

Attached is two documents. The one labeled auction is the list if items that I would like to auction in January 2017 (date not secured at this time). Any equipment that does not sell at the auction would like the authorization to dispose of.

The other document labeled ORC 4513 is the equipment that other fire department may be interested in purchasing. All the equipment is valued less than \$2500.

This was discussed at caucus with the Trustees.

Professionally,

Chief Dennis Lewis OFE, OFC

3000 Warren Meadviille Road

Cortland, Ohio 44410

Phone 330-637-8816 Ext. 119

Fax - 330-638-4193

RESOLUTION TO DISPOSE OF TOWNSHIP PROPERTY BY PUBLIC AUCTION ON LOCATION

Moved by,	seconded by	, that
WHEREAS, the Township I the Township, obsolete and appropriate public use, and pursuant to Ohio Revised Co	or unfit for the use the Township desires to	
public auction pursuant to	§505.10, ORC, to be	y be offered for sale at held on the day of p administration building;
List Property (itemiz	ed below or attached by	/ Schedule)
BE IT FURTHER RESOLVED, such auction accordingly tright to set a minimum bid	o law, and that the To	
ROLL CALL:		
Mr yes Mr yes Mr yes		

[ADVERTISEMENT REQUIREMENTS]

- 1. Post of Notice of Auction at Town Hall Administration Building at least 10 day prior to date of sale.
- 2. Legal ad in newspaper one a week for three weeks with last publication at least five days before date of sale.

Auction List

1	Metal Office Desk		
1	Wood Mail Box		
1	Cork Board		
1	4 burner/large griddle commercial gas stove (Comstock	Castle)
1	pots and pans used (numerous/sizes vary)		
1	Kitchen Utensils		* * *
50+	Forks, spoons, knives		
7	Lazy boy recliners		
1	Dishwasher (under the counter/heavy duty)		
2	Bun Coffee pots		
1	toaster 4 slice		
4	end tables (non matching)		
1	coffee table		
42	Stackable padded chairs (3 different types)		
6	Office chairs (non-wheeled)		
2	single bed frames		
3	single head boards		
4	metal carts with rollers		
1	metal 2 door cabinet		
1	metal work table 2ft x 2ft		
3	window air conditioners with remotes		
2	Lamps with shades		
1	overhead projector		
3	wood desk		
1	220 volt stick welder w		
1	wood cabinet with rollers		
2	kitchen tables		

- 1 8ft storage table cart with rollers
- 1 back rack for Chevy Silverado
- 2 windows for garage doors 1ft by 2ft
- 1 24ft extension ladder
- 1 12ft folding ladder
- 1 Blue Print Cabinet (metal)
- 7 4 draw file cabinets
- 1 electric dryer
- 2 6ft 2 door metal cabinets (storage with shelves)
- 6 4 shelve metal storage racks
- metal single door clothes lockers
- 3 wood chairs
- 1 boat motor stand
- 1 garden hose reel plastic
- 1 metal cord/hose reel
- 1 metal bolt/nut organizer
- 3 8ft wood tables (legs fold)
- air filter for Detroit Diesel 6V92
- 1 high band base radio antenna
- 1 wheeled mop bucket with ringer
- 2 carrying cases plastic

ORC 4513.61

List of equipment to be sold not to exceed \$2,500 political subdivision to political subdivision.

6	1.5 inch combination nozzles
2	2.5 inch combination nozzles
1	6 inch hard suction strainer
4	4 inch storz to 2.5 inch NST Siamese with clapper valve
1	4 inch Storz to 4 inch storz Siamese with clapper non locking
2	4 inch NST to 4 inch storz non locking
1	1.5 inch foam eductor (adjustable percentages)
2	2.5 inch hose clamps
3	come-along(s)
4	4 inch to 5 inch storz reducer
3	2.5 inch NST to 2.5 inch NST single gate
7	2.5 inch NST to 1.5 inch NST double gates
4	2.5 inch double female NST
2	2.5 inch double male NST
1	1.5 inch double male NST
2	2.5 inch double female NST
7	2.5 inch 30 degree elbows NST
4	2.5 inch to 1.5 inch reducer NST
1	canvas bag (orange)
3	4.5 inch Warren City Thread hydrant steamer to 4.5 inch NST to 4 inch Storz
1	4 inch NST to 5 inch storz 30 degree elbow
4	2.5 female NST to 4 inch storz

2

1

hose strap tools

piercing nozzle

Police Agenda Monday December 19, 2016 Trustee Meeting

Thu 12/15/2016 2:42 PM

From: "Mike Hovis"

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org, cherlinger@bazettatwp.org



Rita,

The only thing I have for the agenda is to purchase a Ricoh MP C4504 Printer/Copy/Scan/Fax from Ricoh for \$5000 to be paid for from the equipment fund.

Also, our insurance company has sent the check in the mail for the wrecked cruiser in the amount of \$10,984.00. We will use these monies to purchase the copy machine and it can be put in the equipment fund. I will not be at the meeting since I have to pick my wife up at Cleveland Airport. Any question please call my cell phone. Thank you and have a great day!!!

*** You will notice that the estimate is for 5200 but I got him to reduce the cost 200.

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Cortland, Ohio 44410

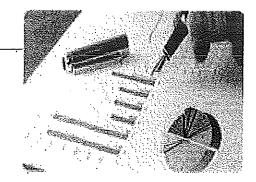
Phone: 330-638-5503

Fax: 330-638-9927

mhovis@bazettatwp.org

www.facebook.com/BazettaTownshipPoliceDept

Financial Considerations



Investment Details

PRICING COMPONENTS

- Installation
- Operator training
- Service performed by Ricoh customer service technicians (you will incur no additional charges for parts or labor)
- Gold Service Includes
 Parts, Labor, Toner, and
 Staples

FINANCIAL CONSIDERATIONS

Purchase Price: \$5,200.00 శీ 🗲 ఎలత

Service: (Gold) - 60 Month -

Cost: \$25:00 / Month - B/W included = 6,000 / Month Golor Included = 300 / Month

Service Base and Overages billed Quarterly

B/W overage rate: .0045 Color overage rate: .04

	Cost Summary
	Proposed
Service	\$75.00 per quarter (18,000 b/w : 900 color)
Cash Option	\$5,200.00° \$5,000
Promo	*Has to be booked before end of December

November Zoning Permits

Demolition Permit -- \$100.00

Zoning Permit --- \$304.55

Total --- \$404.55