

BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: February 2, 2015 at 7:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

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

- Trustee Hovis reminded the assemblage of the Public Comment procedures

037-15 To accept the minutes from the January 20 Regular Meeting.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

038-15 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

039-15 To authorize the Fiscal Officer to transfer \$190,000.00 from the township's Chase Bank account to the regular Huntington Bank account.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

040-15 To authorize the Fiscal Officer do the following Temporary Supplemental Appropriations.

\$10,000.00 to 01-B-02 (General: Improvement of Sites)
\$10,000.00 to 01-F-02 (Park: Tools & Equipment)

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

041-15 To adopt the attached *IT Services Cooperative Agreement* with Bristol Township.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

042-15 To adopt the attached *IT Services Cooperative Agreement* with Lordstown Village.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

043-15 To adopt the attached *IT Services Cooperative Agreement* with Champion Township.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

044-15 To approve April 16-18 as the dates for free garage sale permits in 2015.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

045-15 To donate \$100.00 to the Trumbull Township Association for their hospitality suite at the Ohio Township Association conference, to be paid from the General Fund.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

046-15 To require the Fiscal Officer to revise the manner in which township legal fees are paid, i.e. the retainer will be paid by the General Fund and all additional charges will be charged to the department that caused them to be incurred, effective with January 2015 charges.

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

Correspondence (Copies available upon request):

- Invitation from Trumbull County Engineer to attend a series of Injection Well Meetings
- Invitation from Trumbull County Engineer to attend a meeting concerning winter road maintenance and the impact of crude oil prices on the 2015 road construction season
- Invitation from Youngstown Warren Regional Chamber to attend a presentation on site selection
- Resignation letter from Mark Sember

Administration:

- Trustee Parke reported the following
 - All residents are automatically in as aggregation through Trumbull County unless you specifically opt out
 - RIF, a new charge on water/sewer bills beginning this month, stands for Replacement Improvement Fund
 - Jean Eddy will inform David Ross that he has been appointed to the Board of Zoning Appeals
- Trustee Hovis report the following
 - Thanked Trustee Parke and Zoning Inspector Mills for filling in for him at a county meeting
 - Noted that two articles had recently appeared in the Tribune Chronicle about the Bazetta Police Department

Fire Department:

- Chief Lewis stated that the changes in the resolution below were necessary to conform with Medicare requirements

047-15 To amend the Bazetta Township Records Retention Schedule (RC-2) as follows.

Change Fire08 to "7 years with no action pending"

Change Fire25 to "7 years with no action pending"

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

Police Department:

- See Attached Agenda & Report

048-15 To approve the attached *Memorandum of Understanding* (Counseling Sessions).

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

049-15 To accept the resignation of Mark Sember, effective immediately.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

050-15 To approve the expenditure of \$2,000.00 as Bazetta Township's annual contribution to Mahoning Valley Crisis Response Team (SWAT), to be paid from the Police Fund.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

051-15 To rescind Board Resolutions #372-14 and #373-14.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

052-15 To approve the attached *Donation Agreement* between Bazetta Township and Mark Thomas Ford.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

053-15 To approve the attached *Resolution to Accept the Donation of Property for Use by the Bazetta Township Police Department*.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

054-15 To authorize Chief Hovis to sell the following vehicle obtained via the Police Department Impound Lot, at a sale price not to exceed \$2,500 per ORC §4513.61.

1994 Crown Victoria (VIN 2668)

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

Road Department:

- Superintendent Parke reported the following
 - Got through the last snow with a few issues that have now been taken care of
 - Salt supply is holding up well
 - Beet heet is working very well

- o Beet heet is working very well

055-15 To approve an expenditure not to exceed \$11,000 with Agnew's Lawn and Garden for a 2015 Ferris IS3200 Mower Model #5901353 in conjunction with the trade-in of Bobcat Mower #06384, to be paid from the Park portion of the General Fund.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

056-15 To approve the attached *Agreement between the Bazetta Township Trustees and the International Brotherhood of Teamsters, Local #377.*

Motion: Trustee Hovis
Second: Trustee Webb
Vote: Trustee Hovis – Yes Trustee Parke - Abstain Trustee Webb - Yes

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Inspector Mills reported the following
 - o Thanked Trustees for allowing him to attend the Ohio Township Association Conference
 - o Thanked Trustee Hovis for setting up a meeting with Sean O'Brien and the Ohio EPA
 - o Still scheduling meetings regarding the sanitary sewer at Trumbull County Fairgrounds
 - o Discussed a number of chambers of commerce meetings he has attended

Zoning Commission & Zoning Board of Appeals:

- Inspector Mills reported the following
 - o Going to work on mobile home language
 - o Going to contact Zoning Board of Appeals members regarding being the appeals board for property maintenance code issues
 - o Looking into creating an environmental court in the area

Parks & Recreation Board:

- Nothing to report

057-15 To affirm and reappoint the following members of the Park & Recreation Board with the expiration date of their terms to be determined.

Steve Belcher, as Chairman with a 3 year term, 12/31/16

Karin Hudson

Robert Giering

Ron Jones

Open

Arnie Roman

Eleanor Governor

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

Safety Committee:

- Nothing to report

Health Insurance Committee:

- Nothing to report

Asked to be placed on the Agenda:

- None

Public Comment:

- None

058-15 To recess into Executive Session at 7:27pm to discuss collective bargaining matters, per ORC §121.22(G).

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes

059-15 To reconvene from Executive Session at 8:18pm with no action taken

Motion: Trustee Hovis
Second: Trustee Webb
Vote: Trustee Hovis – Yes Trustee Parke - Abstain Trustee Webb - Yes

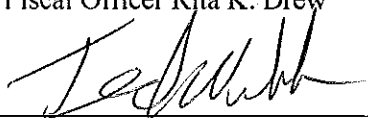
060-15 To adjourn the meeting at 8:18pm.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes



Attested by: Fiscal Officer Rita K. Drew

Dated: 02-12-15



Approved by: Chairman Trustee Ted Webb

Dated: _____

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 08th day of February 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Bristol Township, (hereinafter "Cooperative Agency User") whose address is PO Box 254 Bristolville, Ohio, 44402

I. RECITALS

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Terms of Agreement:

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 08th day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 09 day of February, 2016. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

IT Service Provider shall provide the following services to Cooperative Agency User, including but not limited to; planning, managing, maintenance and operation of Cooperative Agency User's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and repair of all Cooperative Agency User's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for Cooperative Agency User's needs and requirements; integration of such products with Cooperative Agency User's organizational needs and infrastructure; install; reasonable repair and maintenance of department printers; provision of a secure and effective environment that supports the activities of the Cooperative Agency User's computer users; programming as needed to connect existing components (scripting) of Cooperative Agency User's server and system, data storage devices and any and all other applicable Information Technology requirements of Cooperative Agency User.

3. Time Requirements:

IT Service Provider agrees to furnish Cooperative Agency User with consulting services as required by Cooperative Agency User and as mutually agreed upon in advance by the parties hereto. Time Requirements will include emergency call outs to provide services for Cooperative Agency User that may require an immediate response. IT Service Provider shall be reasonably available for response for emergency call outs as soon thereafter as is practicable. In addition, IT Service Provider shall make arrangements for a substitute IT professional to cover its services and any emergency call outs that may occur when IT Service Provider is unavailable, including for any vacation or sick days

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provider will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at its sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users.

4. Compensation and Terms:

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.

IT Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

5. Expenses:

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

6. Confidentiality:

All LEADS (law enforcement assistance data system) and law enforcement records, data and information are **STRICTLY CONFIDENTIAL**, as is all records, data and information contained therein or acquired for or from the Cooperative Agency User's Information Technology infrastructure system. IT Service Provider agrees to treat all such information in which it comes in contact or acquires knowledge thereof during the performance of its duties under this Agreement as confidential. IT Service Provider shall treat as confidential and shall not disclose or use for the benefit of IT Service Provider, or any person or entity other than Cooperative Agency User, any and all information made available or disclosed to IT Service Provider as a result of or related to this Agreement. Provided however, that IT Service Provider may disclose or use such information when necessary in the normal and customary scope and performance of this contract and/or with the consent of the Cooperative Agency User, but otherwise IT Service Provider shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all Cooperative Agency User's records, information and data.

7. Rights and Licenses:

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to any software, documentation, and information produced or created by or for IT Service Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information **not first produced or**

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

- (c) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

8. Independent IT Service Provider Relationship:

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider. Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

9. Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

10. Assignment:

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

11. Indemnification:

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

12. LEADS (Law Enforcement Assistance Data System) Requirements: *(if applicable)*

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

13. Cooperative Agency User's Requirements:

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

14. Severability:

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. Governing Law:

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 12th day of February 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Village of Cortland, Ohio 44410 and Lordstown Township, (hereinafter "Cooperative Agency User") whose address is 1455 Salt Springs Road, Ohio, Lordstown, OH 44481

I. RECITALS

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Terms of Agreement:

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 12th day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 11 day of February, 2016. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

IT Service Provider shall provide the following services to Cooperative Agency User, including but not limited to: planning, managing, maintenance and operation of Cooperative Agency User's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and repair of all Cooperative Agency User's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for Cooperative Agency User's needs and requirements; integration of such products with Cooperative Agency User's organizational needs and infrastructure; install; reasonable repair and maintenance of department printers; provision of a secure and effective environment that supports the activities of the Cooperative Agency User's computer users; programming as needed to connect existing components (scripting) of Cooperative Agency User's server and system, data storage devices and any and all other applicable Information Technology requirements of Cooperative Agency User.

3. Time Requirements:

IT Service Provider agrees to furnish Cooperative Agency User with consulting services as required by Cooperative Agency User and as mutually agreed upon in advance by the parties hereto. Time Requirements will include emergency call outs to provide services for Cooperative Agency User that may require an immediate response. IT Service Provider shall be reasonably available for response for emergency call outs as soon thereafter as is practicable. In addition, IT Service Provider shall make arrangements for a substitute IT professional to cover its services and any emergency call outs that may occur when IT Service Provider is unavailable, including for any vacation or sick days

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provider will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at its sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users.

4. Compensation and Terms:

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.

IT Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

5. Expenses:

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

6. Confidentiality:

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7. Rights and Licenses:

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to any software, documentation, and information produced or created by or for IT Service Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information **not first produced or**

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

- (c) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

8. Independent IT Service Provider Relationship:

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider. Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

9. Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

10. Assignment:

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

11. Indemnification:

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

12. LEADS (Law Enforcement Assistance Data System) Requirements: (if applicable)

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

13. Cooperative Agency User's Requirements:

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

14. Severability:

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. Governing Law:

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 12th day of February 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Champion Township, (hereinafter "Cooperative Agency User") whose address is 149 Center Street E, Ohio, (Warren 44481)

I. RECITALS

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Terms of Agreement:

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 12th day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 11 day of February, 2016. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

IT Service Provider shall provide the following services to Cooperative Agency User, including but not limited to: planning, managing, maintenance and operation of Cooperative Agency User's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and repair of all Cooperative Agency User's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for Cooperative Agency User's needs and requirements; integration of such products with Cooperative Agency User's organizational needs and infrastructure; install; reasonable repair and maintenance of department printers; provision of a secure and effective environment that supports the activities of the Cooperative Agency User's computer users; programming as needed to connect existing components (scripting) of Cooperative Agency User's server and system, data storage devices and any and all other applicable Information Technology requirements of Cooperative Agency User.

3. Time Requirements:

IT Service Provider agrees to furnish Cooperative Agency User with consulting services as required by Cooperative Agency User and as mutually agreed upon in advance by the parties hereto. Time Requirements will include emergency call outs to provide services for Cooperative Agency User that may require an immediate response. IT Service Provider shall be reasonably available for response for emergency call outs as soon thereafter as is practicable. In addition, IT Service Provider shall make arrangements for a substitute IT professional to cover its services and any emergency call outs that may occur when IT Service Provider is unavailable, including for any vacation or sick days

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provider will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at its sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users,

4. Compensation and Terms:

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.,

IT Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

5. Expenses:

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

6. Confidentiality:

All LEADS (law enforcement assistance data system) and law enforcement records, data and information are **STRICTLY CONFIDENTIAL**, as is all records, data and information contained therein or acquired for or from the Cooperative Agency User's Information Technology infrastructure system. IT Service Provider agrees to treat all such information in which it comes in contact or acquires knowledge thereof during the performance of its duties under this Agreement as confidential. IT Service Provider shall treat as confidential and shall not disclose or use for the benefit of IT Service Provider, or any person or entity other than Cooperative Agency User, any and all information made available or disclosed to IT Service Provider as a result of or related to this Agreement. Provided however, that IT Service Provider may disclose or use such information when necessary in the normal and customary scope and performance of this contract and/or with the consent of the Cooperative Agency User, but otherwise IT Service Provider shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all Cooperative Agency User's records, information and data.

7. Rights and Licenses:

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to any software, documentation, and information produced or created by or for IT Service Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information **not first produced or**

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

- (c) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

8. Independent IT Service Provider Relationship:

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider. Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

9. Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

10. Assignment:

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

11. Indemnification:

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

12. LEADS (Law Enforcement Assistance Data System) Requirements: (if applicable)

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

13. Cooperative Agency User's Requirements:

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

14. Severability:

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. Governing Law:

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

Police Agenda for trustee meeting Monday February 2, 2015



Fri 1/30/2015 8:49 AM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: iparke@bazettatwp.org

Rita,

The following is the police agenda for trustee meeting Monday February 2, 2015

1. Memorandum of Understanding for Counseling (Attached)
2. Accept the resignation of Ptl. Mark Sember effective immediately (Attached).
3. Make payment of \$2000.00 to Mahoning Valley Crisis Response Team (Invoice Attached) paid from the police budget.
4. To accept the Donation agreement of a 2015 Ford Police Utility vehicle from Mark Thomas Ford (Attached) **RESOLUTION LANGUAGE ATTACHED**
5. Authorize the sale of a 1994 Ford Crown Victoria from Impound lot Vin#2FALP74W4RX162668

Thank you and have a great day!!!

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Cortland, Ohio 44410

PH:330-638-5503

DNEW



January 2015 Bazetta Police Department Activity

Published Date: February 2, 2015

Activity	Total
Calls for Service	423
Incident Reports Filed	100
Traffic Crash Investigations	18
Number of Persons Arrested	42
Traffic Offenses	58
Traffic Citations Issued	48
Vehicle Miles Traveled	10648.1 (Does NOT Include #1333)
Office Contacts	189

Numbers are subject to change due to report status and other circumstances

ME

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 18 day of December, 2014, by and between the Board of Township Trustees, Bazetta Township, Trumbull County, Ohio (hereinafter referred to as "Township"), and the Bazetta Township Police Department (hereinafter referred to as "Employees.")

WHEREAS, the Township and Employees are parties to a current Collective Bargaining Agreement that was negotiated between and agreed to by the parties hereto and their representatives, effective January 1, 2014 through December 31, 2016; and

WHEREAS, the Township desires to offer to Employees job performance counseling sessions to assist Employees with improving and/or maintaining appropriate job performance levels to address actions or omissions that may effect said job performance; and

WHEREAS, Employees desire to take advantage of said counseling sessions to improve and/or maintain job performance levels and to avoid instituting progressive discipline under the current Collective Bargaining Agreement for actions or omissions that may be better addressed through the use of a counseling session; and

WHEREAS, this Memorandum of Understanding is for the purpose of clarifying the agreement of the parties' concerning the use of said counseling sessions.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Chief of Police or his designee will perform counseling sessions where, in his sole discretion, such sessions may be warranted to improve and/or maintain Employees' job performance for actions or omissions that may be better addressed through a counseling session rather than progressive discipline;
2. Counseling sessions offered to Employees for the improvement and/or maintenance of job performance shall not constitute progressive discipline as described by the current Collective Bargaining Agreement;
 - a. Progressive discipline under the current Collective Bargaining Agreement shall continue pursuant to Article 17: Corrective Action.

- b. Counseling sessions shall normally be conducted during the employee's regularly scheduled working hours, and employees will be in "paid" status during said counseling sessions if held during the employees' regularly scheduled working hours.
 - c. Counseling sessions shall not require the Township to advise the Employee of his/her right to Union representation for the counseling session, as said counseling sessions do not constitute progressive discipline/corrective action under the current Collective Bargaining Agreement.
 - d. All counseling sessions shall be performed in a private and professional manner.
 - f. The Township and/or its Police Chief or designee has the right in its sole discretion, to determine when and if counseling sessions are needed by any employee, and the manner in which such counseling sessions shall address the issues to be presented to that particular employee.
3. Attendance at counseling sessions is mandatory to avoid the institution of any progressive discipline under the current Collective Bargaining Agreement, Article 17: Corrective Action.
 4. Counseling sessions shall not become part of the Employees' disciplinary records or personnel file.

[Rest of Page Intentionally Left Blank.]

SIGNATURE PAGE

FOR THE BAZETTA TOWNSHIP TRUSTEES:

Paul W. Ho /s, Trustee

Frank W. Parke, Trustee

Theodore Webb, Trustee

Rita K. Drew, Township Fiscal Officer

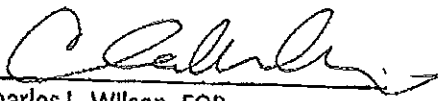
Approved as to form:

Mark S. Flnamore, Township Legal Counsel

FOR THE FRATERNAL ORDER OF
POLICE (FOP/OLC):

Sergeant Christopher Herlinger

Patrolman Shawn Rentz



Charles L. Wilson, FOP
Senior Staff Representative

Mark Sember
7995 Brookwood St. NE
Warren, OH 44484
(330) 553-4551

January 27, 2015

Attention: Chief Michael Hovis
Bazetta Township Police Department
2671 McCleary Jacoby Rd.
Cortland, OH 44410

This letter is to serve as a formal notice of my resignation from the Bazetta Police Department for the position of Patrolman effective February 2, 2015. This resignation comes with my decision to accept a full-time police officer position with the Youngstown Police Department.

I would also like to express my appreciation for the knowledge and training the Bazetta Police Department and my Field Training Officers has provided me with. I feel as though this knowledge and training will only help facilitate my career as a law enforcement officer. The Bazetta Police Department has some of the most professional, experienced and well-trained officers in the area, and I have been grateful to have had the opportunity to work with said officers.

I wish the best for the future of this department and for the continued safety of its officers.

Respectfully yours,

Ptl. Mark Sember #1333



MAHONING VALLEY CRISIS RESPONSE TEAM (SWAT)

A multi-jurisdictional tactical team providing a specialized response to critical incidents.

Detective Sergeant John Elberty, Commander, MVCRT (SWAT)
Phone (330) 502-3589 * Fax (330) 758-3250 * Email- elberty@mvcrtf.com
904 Sahara Trail Suite 2
Youngstown, OH 44514

2015 INVOICE

DATE: January 15, 2015

TO: Bazetta Twp. Police Department

DESCRIPTION OF SERVICES

Annual Contribution to Support Crisis Response Team

TOTAL DUE - \$2,000

DUE BY: February 15, 2015

Please submit payment to the address above. Thank you!

DONATION AGREEMENT

[R.C. 505.10]

This **DONATION AGREEMENT** is entered into this 2nd day of February, 2015, by and between Mark Thomas Ford, Inc., an Ohio corporation (hereinafter Donor) and Bazetta Township Board of Trustees, a political subdivision of the State of Ohio (hereinafter Donee).

WHEREAS, the Donor has within its new vehicle inventory a 2015 Ford Interceptor Utility Police Vehicle, VIN _____, for which title is held in the name of Mark Thomas Ford, Inc.;

WHEREAS, the Donor desires to donate the lease of the above described police vehicle to Donee for use by its Police Department;

WHEREAS, Donor and Donee desire to utilize the Ford Credit Municipal Finance Program for the purposes of facilitating a lease between the Donee and the Ford Credit Municipal Finance Program for the above described vehicle

WHEREAS, Donor shall be solely responsible to timely make and pay all of the lease payments on behalf of the Donee there under and shall hold the Donee harmless from any lease payment liability under such lease.

WHEREAS, Donee desires to accept the donation of the lease of the above described police vehicle and is authorized pursuant to R.C. 505.10 to accept donations of personal property for township use;

WHEREAS, Donor and Donee have agreed to allow Donee to purchase the police vehicle at the completion of the lease for One Dollar (\$1.00);

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation.

TERMS:

1. Donative Intent.

The lease of the police vehicle is being donated by the Donor to Donee as a charitable gift.

2. Term and Amount of Donated Lease:

The payments on the lease of the police vehicle being donated by Donor to Donee shall be in the sum of Nine Thousand Seven Hundred Four Dollars and Forty Cents (\$9,704.40) per year.

The payments on the lease of the police vehicle being donated will be made by Donor to Ford Municipal Credit Program in three (3) installments as follows: the first lease payment to be made on March 1, 2015; the second lease payment to be made on March 1, 2016; and the third lease payment to be made on March 1, 2017.

At the end of the lease term, Donor shall offer to Donee the opportunity to purchase the police vehicle for One Dollar (\$1.00);

3. Conveyance of the Police Vehicle at End of Lease Term:

The conveyance by the Donor of the police vehicle to the Donee shall be by vehicle title transfer.

4. Donor Warranties and Representations:

As a Ford Motor Company authorized franchisee, Donor will recognize and honor the Ford Motor Company New motor Vehicle warranty for the police vehicle described herein during the full term of said Warranty. Donor does not, however, separately make any warranties in relation to the mechanical condition/operation of the vehicle.

5 Donee Warranties, Representations and Acknowledgements:

Donee hereby warrants and represents to the Donor that it is a political subdivision of the State of Ohio and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

- (a) Donee acknowledges that it has inspected the police vehicle to its full and complete satisfaction with the full cooperation of the Donor.
- (b) Donee shall be fully and solely responsible to insure the vehicle according to and consistent with the requirements of the lease with Ford Motor Credit.
- (c) Donee shall be responsible to provide and pay for all non-warranty maintenance, repairs and upkeep for the vehicle.

6-. Miscellaneous:

Relationship of the Parties.

Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of Donor and Donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

Severability.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

Waiver.

The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Notices.

All notices herein authorized or required to be given to the parties hereto shall be sent certified mail, return receipt requested, as follows:

To Donor at:

Mark Thomas Ford, Inc.
3098 Elm Road Ext3372 State Route 5
Cortland, Ohio 44410 Cortland, Ohio 44410

To Donee at:

Bazetta Township

Entire Agreement.

This Donation Agreement sets for the complete understanding and agreement of the parties with respect to the police vehicle and the transaction that is the subject of this Donation Agreement. No oral statements, representations or agreements other than this Donation Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

Further Assurances.

Both party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

Survival.

All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the police vehicle being conveyed hereunder.

Headings.

The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

5. Applicable Law and Binding Effect.

This Donation Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Counterparts.

This Donation Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

EXECUTED on the date first written above.

FOR MARK THOMAS FORD, INC.:

By: [Signature]
THOMAS M. LEVAK
Printed Name

FOR BAZETTA TOWNSHIP:

[Signature]
Trustee Paul Hovis
[Signature]
Trustee Frank Parke
[Signature]
Trustee Ted Webb

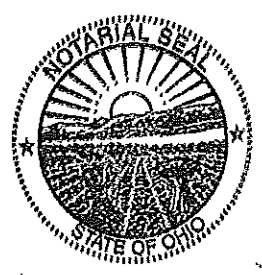
STATE OF OHIO)
) SS:
COUNTY OF TRUMBULL)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared Thomas Levak, its President, who acknowledged that s/he did sign the foregoing instrument on behalf of MARK THOMAS FORD, INC. and that the same is his/her free act and deed, both individually and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cortland, Ohio, this 3 day of FEBRUARY, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9-6-19



JOEL E DAVIS
Notary Public
In and for the State of Ohio
My Commission Expires
September 06, 2019

COPY

RESOLUTION #14- 053

RESOLUTION TO ACCEPT THE DONATION OF PROPERTY
FOR USE BY THE BAZETTA TOWNSHIP POLICE DEPARTMENT

WHEREAS, Mark Thomas Ford, Inc., has approached the Township regarding the donation of the lease of a police vehicle described as a 2015 Ford Interceptor utility Police Vehicle, VIN _____, for use by the Bazetta Township Police Department, with an option to purchase said vehicle at the culmination of the lease for One Dollar (\$1.00);

WHEREAS, the Board of Trustees has decided that it is in the best interest of the township and its police department to accept the donation of the police vehicle lease as outlined in the Donation Agreement;

THEREFORE BE IT RESOLVED, the Bazetta Township Board of Trustees hereby accepts the donation of the lease of a police vehicle described as a 2015 Ford Interceptor utility Police Vehicle, VIN _____, for use by the Bazetta Township Police Department, with an option to purchase said vehicle at the culmination of the lease for One Dollar (\$1.00).

ROLL CALL VOTE:

- Paul Hovis Yes
- Frank Parke Yes
- Ted Webb Yes

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

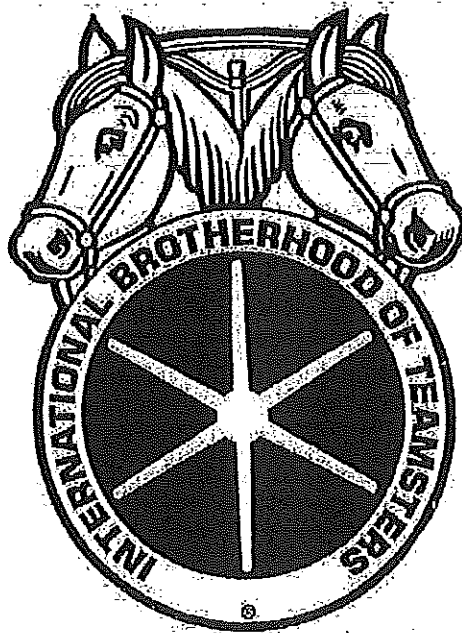


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ARTICLE 1 **PURPOSE**

Section 1. This agreement by and between the Bazetta Township Trustees, hereinafter referred to as the "Employer" and the Chauffeurs, Teamsters, Warehousemen, and Helpers, Local Union No. 377, hereinafter referred to as the "Union", is established for the purpose of defining an understanding governing wages, hours, and terms and conditions for those employees included in the bargaining unit as defined herein.

ARTICLE 2 **UNION RECOGNITION**

Section 1. The Employer recognizes the Union as a sole and exclusive representative for the bargaining unit employees. Whenever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed in the following classifications as certified in SERB Case No. 04-REP-07-0120.

Section 2. This agreement shall apply to all full-time and regular part-time employees of the Employer, including Road Superintendent (Working Foreman), Assistant Road Superintendent (Assistant Working Foreman), Mechanics, Equipment Operators/Truck Drivers/Laborers (Operators/Drivers), and future full-time and regular part-time employees excluding Janitor, Zoning Inspector, seasonal/casual employees (as determined by SERB), supervisory, and management level employees of the Employer as per the SERB certification.

Section 3. If, during the term of this contract, the Township established non-bargaining unit supervisory job classifications or additional non-bargaining employment positions, written notice of the same shall be provided to the Union so that interested Union members may make application for and/or submit resumes for said positions. Non-bargaining unit employees shall not perform any bargaining unit work except in the case of an emergency as defined in Article 5 of this agreement.

Section 4. The Employer shall advise the Union of any proposed new classifications and the responsibilities of said classifications. If the Union and the Employer are unable to agree as to whether said classification shall be in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classifications shall be included in the bargaining unit.

ARTICLE 3 **UNION SECURITY**

Section 1. All present employees who are members of the Local Union on the effective date of this agreement shall either remain members of the Local Union in good standing as a condition of employment or pay a fair share in accordance with state law as a condition of employment. All such employees hired on or after its effective date shall become and remain members in good standing on the 31st day following the beginning of their employment as a condition of employment

or pay a fair share fee in accordance with state law on the 61st day following the beginning of their employment as a condition of employment.

Section 2. The Employer agrees to deduct regular Union dues from the pay of any employee in the bargaining unit upon receiving written authorization signed individually by the employee. The signed payroll deduction authorization form provided by the Union must be presented to the Employer by the employee or steward, with one (1) copy for each of the following: the Employer, the Union, and the employee. Upon receipt of the proper authorization form, the Employer shall deduct Union dues from the payroll of each employee as billed by the Union and remitted within the first ten (10) days of the month following such deductions.

Section 3. The Union 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.

ARTICLE 4 **PROBATIONARY PERIOD**

Section 1. Each newly hired employee shall serve a probationary period of ~~six (6) months~~ ninety (90) days during which the Township may discharge the employee without cause of explanation of the reasons thereof. Neither the employees nor the Union shall have recourse to the grievance procedure.

Section 2. An employee awarded a new bid position will be required to successfully complete a probationary period in his new position. The probationary period for a newly promoted employee shall begin on the first day he begins to work in the new positions and shall continue for a period of ninety (90) days. A newly promoted employee who evidences unsatisfactory performance in the new position may be returned to his former position any time during this probationary period. Any employee who is awarded a new bid position may elect to return to their former position any time during this probationary period.

ARTICLE 5 **CASE OF EMERGENCY CLAUSE**

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Trumbull County Commissioners, the Trumbull County Sheriff, or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall be automatically suspended:

- A. Time limits for the Employer or the Union's replies or filing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the agreement relating to overtime compensation and assignment shall remain in full force and effect during the emergency.

Section 2. Upon the termination of the emergency, should valid grievance exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the procedure to which they (the grievance[s]) had progressed.

ARTICLE 6 **CONTINGENCIES UNFORESEEN**

Section 1. 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 **SEVERABILITY**

Section 1. If any provision of this agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the agreement will continue in full force and effect.

Section 2. The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language for any provisions found to be unlawful.

ARTICLE 8 **DISCIPLINE AND DISCHARGES**

Section 1. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The Road Department Supervisor shall not be responsible for the imposition of employee discipline.

Section 3. The Employer shall follow a policy of progressive discipline except in instances of severe employee misconduct.

Section 4. All verbal and written discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action(s) after the expiration of a twelve (12) month period during which there has been no intervening discipline for the same offense or a similar offense during said twelve (12) months. All suspension discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action after the expiration of an eighteen (18) month period during which there has been no intervening discipline said eighteen (18) months.

Section 5. All suspensions pertaining to work days may be satisfied by an employee giving up unused vacation days or other unused paid days off. The Employer shall make the final determination with regard to such request.

Section 6. If, in any case, the Employer feels there is just cause for discipline, the employee and his steward will be notified in writing that the employee may be disciplined and must follow all rules contained herein.

Whenever the Employer determines that an employee may be suspended or terminated, the Employer will conduct a pre-disciplinary hearing. The Employer shall notify the employee in writing of the nature of the charges against the employee, and the date, time, and place of the hearing. The employee may be accompanied by the Union steward during the pre-disciplinary hearing, if requested by the employee. Prior to the time of the hearing, the employee may waive his rights to a hearing; such waiver shall be in writing. The employee shall have an opportunity to respond to the charges prior to the discipline being imposed.

Section 7. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment in accordance with any appeal binding resolution.

Section 8. No disciplinary action will be taken against any employee because of an anonymous complaint or until an investigation of such complaint is made.

ARTICLE 9 **GRIEVANCE COMMITTEE**

Section 1. The employees selected as stewards shall constitute the Union Grievance Committee. The Committee shall meet amongst themselves from time to time during non-work hours for the purpose of adjusting pending grievances and discussing procedures for avoiding future grievances. In addition, the Committee may discuss with the Board of Trustees ways in which to improve the relationship between the Union and the Township.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. The term "grievance" shall mean an allegation by the Union or a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

Section 2. Any grievance which is not submitted by the employee or the Union within the time limits provided herein shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

In formal

In order for an alleged grievance to receive consideration under this procedure, the grievant, with appropriate Union steward, if the former desires, must identify the alleged grievance to the

Employer or designee within seven (7) calendar days of the occurrences that gave rise to the grievance, or within seven (7) calendar days of the grievant's reasonable knowledge of the occurrence. The Employer/designee shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the Employer/designee was informed of the alleged grievance.

Step 1

If the grievance is not resolved in Step 1, the employee may refer the grievance to the Trustees or designee within ten (10) calendar days of receipt of the Step 1 answer. The Trustees/designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative if the former desires.

The Trustees/designee shall investigate and respond to the grievant, and with the grievant's authorization, appropriate Union representative within fourteen (14) calendar days following the Employer's regular meeting.

Step 2 - Arbitration

If the grievance is not satisfactorily settled in Step 1, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 1 of the grievance procedure.

Upon receipt of a request for arbitration, the Union shall within ten (10) calendar days following the request for arbitration agree to request a list of seven (7) impartial arbitrators from those arbitrators with offices in Northern Ohio and/or Western Pennsylvania from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. Prior to striking, each party shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or later any provisions of this agreement. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues.

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 or grievance. The arbitrator shall not establish any new or different wage rates negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date of the occurrence that gave rise to the grievance.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be borne by the moving party. All costs directly related to the services of the arbitrator shall be borne by the moving party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration, or in what proportion the parties shall share the cost.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or requesting a copy of any transcript.

Section 4. All grievances must be filed using the grievance form provided by the Union and attached as Appendix A.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance and/or be identified.

Bargaining unit employees have the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and as long as the Union stewards have the opportunity to be present at the adjustment meeting.

Section 6. The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 11

RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in the performance of their assigned duties or any representative capacity of the Township, and the conduct of the Employer's services and programs.

Section 2. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

ARTICLE 12
SENIORITY

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Employer. Seniority for part-time employees shall be computed on the basis of actual hours worked with the Township.

Section 2. Full-time and part-time employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 3. Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement
- C. Layoff in excess of twenty-four (24) months, or as otherwise provided in Section 2 herein;
- D. Failure to return to work within three (3) days of receipt of recall from layoff, unless the failure to return within such three (3) days is not within the control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;
- F. Absence of three (3) or more consecutive work days no call/no show;
- G. Resignation from employment with the Employer.

Section 4. The Employer shall post a seniority list, once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

ARTICLE 13
TEMPORARY TRANSFERS

Section 1. Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification.

Section 2. Employees who are temporarily assigned to classifications above their permanent classification for a period of one (1) work day or more shall receive the rate for the higher position for all hours worked in such higher classification.

ARTICLE 14
VACANCY AND PROMOTIONS

Section 1. The parties agree that all appointments to positions covered by this agreement, other than the original appointments, shall be filled in accordance with this article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five (5) days. During the posting period anyone wishing to apply for the vacant position shall do so by submitting a written bid to the Employer. The Employer shall not be obligated to consider any bid submitted after the posting date or who do not meet the minimum qualifications for the job.

Section 3. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position with another bargaining unit employee for a period not to exceed thirty (30) calendar days, pending the Employer's determined to fill the vacancy on a permanent basis.

Section 4.

A. Bids for the positions of Road Superintendent and Assistant Road Superintendent shall be review considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability, seniority. In the event two (2) or more applicants are equally qualified, then seniority shall be the determining factor.

B. When filling positions other than Road superintendent and Assistant Road Superintendent, the most senior qualified bidder shall be award the position.

C. If no internal bidders are qualified, the Employer will notify all bidders of the selection.

Section 5. Once the selection has been made, the Employer will notify all bidders of the selection.

Section 6. Upon acceptance of a vacancy, the employee may, at his discretion, return to his former position within thirty (30) calendar days from the acceptance of the vacancy. Should this occur, the Employer may use the original bid list to fill the resulting vacancy.

ARTICLE 15
LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff or job abolishment of employee is necessary, the affected employees shall be notified five (5) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine in which classification layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. Prior to laying off full-time employee(s), the Employer agrees to layoff all part-time bargaining unit employee(s).

Section 3. Full-time employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled first, in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without further training. Part-time employees hired after the effective date of this agreement shall retain recall rights for a period of twenty-four (24) months from the date of layoff.

Section 4. Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to return to work, unless the Employer agrees to an alternate date for the employee to return to work and/or the failure to return within three (3) days is not within the control of the employee.

ARTICLE 16
MILITARY LEAVE

Section 1. The Township and employee will comply with all federal and state law concerning the granting of unpaid leave to employees so that they can meet their military obligations.

ARTICLE 17
LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to an employee for a maximum of sixty (60) calendar days per calendar year upon the written request by the employee for any personal reasons. The authorization of a leave of absence without pay is a matter of administrative discretion; however, such request shall not unreasonably be denied.

Section 2. The Employer may, upon the receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury, or illness and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If any 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.

Section 3. An employee who requests an unpaid leave of absence as defined in Section 2 above shall submit to the Employer a signed physician's statement to include the following information:

- 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.

Section 2. Expiration of Sick Leave. 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.

Section 5. Evidence Required for Sick Leave Usage. 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 employee has made other reporting arrangements with the supervisor.

Section 7. Abuse of Sick Leave. 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

employee the jury duty pay, thereby paying the difference between the employee's daily pay and the jury duty pay.

Section 3. An employee that is required to appear in court at the request of the Employer on behalf of the Employer outside of his regularly scheduled work day or on the scheduled day off will be compensated at one and one-half (1 ½) times his hourly rate.

Section 4. An employee who may be excused early from jury duty shall be required to report to work provided at least two (2) hours remains of his shift.

ARTICLE 21

SERVICE-CONNECTED DISABILITY

Section 1. In the event a non-probationary full-time employee is injured while in the performance of his job duties, the Employer shall grant to an employee who has filed the appropriate application, and who is required to be absent from work in excess of one (1) calendar week as the result of said injury, temporary disability pay limited to his net wages pending the determination by the Bureau of Workers' Compensation of his claim, not to exceed one hundred eighty (180) calendar days from the date of the reported injury. Should an on-the-job injury not require an employee to be absent from work at least one (1) calendar week, such time absent from work may be charged against the accumulated sick time, or at the employee's option, an unpaid leave. Such payment may be granted under the following conditions:

- A. The Employer shall review each individual reported case of injury, receive a written report from the Superintendent, and be satisfied that such injury occurred during the performance of the employee's duties with the Employer.
- B. The Employer shall receive a written report from a licensed physician, psychologist or hospital stating that the absence is a direct result of the injury and that the employee is totally unable to perform his normally assigned duties.

Section 2.

- A. Should an employee's claim be approved by the Bureau of Workers' Compensation, the employee shall reimburse the Employer for all wages received as defined in Section 1 of this article.
- B. In the event an employee's claim should be rejected by the Bureau of Workers' Compensation, the employee shall reimburse the Employer for all wages received as defined in Section 1 of the article. Should the employee's claim be rejected by the Bureau of Workers' Compensation, the employee may be granted sick leave with pay as defined in Article 18 of this Agreement, provided the employee is eligible for such sick leave.
- C. Falsification of claims, written statements, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

ARTICLE 22
NO STRIKE CLAUSE

Section 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer of his operations. Should any employees engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" and be signed by the staff representative.

ARTICLE 23
CALL IN PAY

Section 1. Whenever an employee is called to work outside his regular work day hours, which do not abut his regular shift hours, he shall be paid a guaranteed minimum four (4) hours pay at the appropriate rate, to be calculated from the time the employee clocks in.

ARTICLE 24
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union and there shall be no discrimination, interference, restraint, or coercion by Employer/representative or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representative in an official capacity on behalf of the Union.

Section 2. All references to employees in this agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 25
MANAGEMENT RIGHTS

Section 1. Except as modified herein, the Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or polity such as:

- A. To determine the functions and programs of the Employer;
- B. To determine standards of services to be delivered;
- C. To determine the overall budget;

- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervisor, evaluate, or hire employees;
- G. To maintain and improve on the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause of layoff, transfer, assign, schedule, or promote employee;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Bazetta Township Trustees as a unit of government;
- L. To effectively manage the work force;
- M. To take actions necessary to carry out the mission of the public employer as governmental unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 26 **STEWARDS**

Section 1. The Trustees recognize the right of the Union to appoint one (1) job steward and in their absence one (1) alternate per shift. The authority of the job stewards and alternates shall be limited to, and not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of this agreement.
- B. The transmission of information and messages which originate with, and are authorized by, the Local Union or its officers.

Section 2. Stewards and/or alternates have no authority to take strike action, or any other action, or any other action interrupting the Trustees' business.

Section 3. Stewards, during normal working hours, shall be permitted to investigate, present, and process grievances on the premises of the Trustees without loss of pay, provided it does not interfere with or impede the business of the Township or its employees.

ARTICLE 27 **HOURS OF WORK / OVERTIME**

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. Before changing the work schedule of any employee(s), the Employer will consult with the employees affected and provide at least a fourteen (14) calendar day advance notice. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours with a half hour paid lunch period for each eight (8) scheduled hours worked. The work week shall be computed between 12:01 a.m. on Saturday of each calendar week and at 12:00 o'clock midnight the following Friday.

Section 3. When an employee is required by the Employer to work more than forty (40) hours in a week or more than eight (8) hours in a work day, as defined in Section 2 above, he shall be paid overtime pay for all time worked in excess of the forty (40) hours or eight (8) hours per day. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Section 4. Each employee of the bargaining unit shall be granted a one-half (1/2) hour paid lunch meal period during each regular work shift as scheduled by the immediate supervisor.

Section 5. Each employee shall be granted a ten (10) minute rest period with pay, which will be scheduled whenever practical, approximately midpoint in the first one-half of the employee's regular work shift. Employees shall also be granted a ten (10) minute rest period midpoint in the second half of the employee's regular work shift. Employees who extend their rest periods shall be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

Section 6. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

ARTICLE 28
HOLIDAYS

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

New Year's Day	Labor Day	Columbus Day
Martin Luther King Day	Presidents' Day	General Election Day
Good Friday	Veterans Day	Memorial Day
Thanksgiving Day	Independence Day	Christmas Day

Section 2. 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.

Section 4. 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.

Section 5. 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
VACATION LEAVE

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:

<u>Length of Service</u>	<u>Vacation</u>
1 year through 5 years	80 hours
6 years through 10 years	120 hours
11 years through 15 years	160 hours
16 years through 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

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.

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 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.

Section 5. 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.

Section 6. 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.

The Township shall provide for each full-time employee and replace for normal wear and tear, as determined by the Employer, the following articles of equipment:

- Boots – knee length construction type
- Rubber / work gloves
- Fluorescent vest
- Hard Hat
- Non-prescription eye protection
- Ear protection
- Rain Gear

All employees shall be required to wear the above-referenced items when performing the duties and responsibilities that necessitate said items. Failure to utilize such items when required or directed by the Employer/designee shall result in disciplinary action.

All items provided above remain the property or in the control of the Employer and are only to be used in accordance with the departmental work rules. All items shall be returned to the area designated by the Employer upon completion of the duties that require such protective clothing as well as upon termination of employment. Failure to return such items as provided above shall result in disciplinary action, including termination.

Section 4. On the first paycheck in December of each year, the Employer will pay each full-time employee a clothing allowance of eight hundred and seventy-five dollars (\$875.00).

ARTICLE 31 **HOSPITALIZATION / BENEFITS**

Section 1. During the term of this agreement, the Employer shall provide hospitalization, prescription, dental, vision, life insurance, and accidental death and dismemberment coverage to full-time employees effective the sixty first (61) day of employment.

The Employer may offer such coverage, as described above, through one (1) or more carriers / plans. Eligible employees may enroll in the plan of their choice during the applicable enrollment period.

The Employee shall contribute the following monthly contribution towards the premium costs of the applicable plan:

<u>Plan</u>	<u>Employees Monthly Contribution</u>
<u>Ohio Insurance Services</u>	
Employee Only	\$30.00
Family	\$70.00

Teamsters Health & Welfare

"The Employees (Teamsters) reserve the right to re-open this Agreement to negotiate with the Employer for the remaining two (2) years regarding Employer's participation in the multi-employer Teamsters Health and Welfare Fund to provide health care insurance coverage for bargaining unit employees to address the potential for cost savings to the Employer through the multi-employer Teamsters Health and Welfare Fund that may become available at the changing economic conditions during the term of the agreement, including pending changes under the Affordable Care Act, and occurs through the mutual assent of the parties.

In order for the right to re-open negotiations regarding Employer's participation in the multi-employer Teamsters Health and Welfare Fund to provide health care insurance coverage for bargaining unit employees,

1. Employer's participation in the Teamsters Health and Welfare Fund shall provide an annual cost savings to the Employer in a minimum of \$10,000.00
 - a. If the savings to the Employer meet or exceed the \$10,000.00 threshold described above, Employees shall be entitled to participate in the annual savings through a distribution of fifty percent (50%) of the total annual savings actually accrued to the Employer. Said fifty percent (50%) shall be divided equally as a one-time bonus payment made by the Employer to all full time bargaining unit employees who participated in the health insurance program, with a maximum fifty percent (50%) pay, out of \$10,000.00, based on actual annual savings determined at the end of the annual participation period.
 - b. Any tax consequences to the full time bargaining unit employees as a result of any bonus payment shall be full responsibility of said employee. Employees should consult a tax professional regarding any questions concerning the bonus payment.
2. If contribution rates for participation in Teamsters H&W rise to a higher rate than the township pays for its other full-time employees or greater than the summary plan benefits with Teamsters H&W, the bargaining unit members may vote to remain in the Teamsters H&W and pay the difference between the cost of the plans up to a maximum of 10% of the total cost, but not more than the difference between the two plans. In the alternative, the bargaining unit member may choose to participate in the Township's current health care plan.

ARTICLE 32

EXPENSE REIMBURSEMENT

Section 1. During the term of this agreement, the Employer shall reimburse full-time employees who are required to have CDL the entire cost for fees paid to successfully renew their CDL. Eligible employees shall provide a receipt of payment to the Employer for such reimbursement; it is understood the reimbursement described herein is payable one during the term of the agreement.

Section 2. Bargaining unit employees who are required to use their private vehicles to perform Township duties and responsibilities shall be reimbursed mileage at the applicable IRS rate. Employees must receive prior written authorization to use their vehicles in those instances described herein. Further, the employee shall provide the Employer/designee written verification of such travel in order to qualify for such reimbursement.

Section 3. Any employee suffering damage to the following personal property while in the service of the Township shall be compensated for the replacement of such items as follows:

Watch	up to a maximum of \$50.00
Eyeglasses	up to a maximum of \$50.00
Sunglasses	up to a maximum of \$50.00
Wedding Ring	up to a maximum of \$100.00

ARTICLE 33 WAGES

Section 1. Effective the first full pay period following the dates noted below, bargaining unit employees shall receive the applicable percentage increases to their hourly rate(s) of pay:

<u>Classification</u>	<u>Current Rate</u>	<u>1/1/15</u> 2.5%	<u>1/1/16</u> 2.5%	<u>1/1/17</u> 2.5%
Superintendent	\$28.97	\$29.69	\$30.43	\$31.19
Asst. Superintendent	\$21.09	\$21.62	\$22.16	\$22.71
Mechanic	\$21.09	\$21.62	\$22.16	\$22.71
Equipment Operator	\$18.51	\$18.97	\$19.44	\$19.93
Equip Op Entry Level	\$17.61	\$18.05	\$18.50	\$18.96
Truck Driver	\$17.07	\$17.50	\$17.94	\$18.39
Laborer (Full-Time)	\$15.26	\$15.64	\$16.03	\$16.43
Laborer (Part-Time)	\$10.99	\$11.26	\$11.54	\$11.83
Clerical	\$18.14	\$18.59	\$19.05	\$19.53

Section 2. Bargaining unit employees hired after the effective date of the agreement shall be paid a starting probationary rate of eighty-five percent (85%) of the hourly rate of pay in effect at the time the individual begins employment with the Employer. Upon completion of each two (2) month period in the probationary period, such employee shall receive a five percent (5%) increase. Upon successful completion of the individual probationary period, the employee shall be compensated at the rate of pay in effect for the classification in which the employee performed the work.

Section 3. Bargaining unit employees shall receive their paychecks on a bi-weekly basis, with pay days of Friday. Any shortage in regular pay, overtime pay, or paychecks will be paid within five (5) working days, provided the Fiscal Officer is available.

Section 4. During the thirty (30) calendar day period prior to the first anniversary date of this agreement, either party may reopen the agreement for the purpose of negotiating hourly rates of

pay and hospitalization. A notice of intent to reopen negotiations filed by the party requesting such re-opener shall be sent, certified mail, to the opposite party. In addition, a copy of such intent shall be sent to the State Employment Relations Board (SERB). The negotiations shall be in accordance with ORC 4117.

Section 5. All bargaining unit employees will receive a one-time signing bonus of \$1500.00 dollars payable in January of 2015.

ARTICLE 34
LONGEVITY

Section 1. In addition to an employee's base pay as provided in Article 33, Wages, each full-time employee shall receive longevity pay of five cents (\$0.05) per hour for all hours worked, based upon years of service as defined in Article 12.

Section 2. In order to be eligible for longevity pay, employees hired after the execution of this agreement must complete five (5) years of continuous service with the Employer.

ARTICLE 35
ALCOHOL AND DRUG TESTING POLICY

Section 1. The Township's current Drug Free Work Place policy shall be incorporated herein by reference and attached hereto.

ARTICLE 36
TEMPORARY LIGHT DUTY

Section 1. The Township's current temporary light duty policy shall be incorporated herein by reference and attached hereto. It is understood and agreed that a full-time bargaining unit employee shall be eligible to participate in the Township temporary light duty program only for illness and/or injury occurring while performing actual Township work-related duties.

ARTICLE 37
AMERICANS WITH DISABILITIES ACT

Section 1. The Employer and the Union agree that the parties are obligated to comply with the applicable provisions of the Americans with Disability Act (ADA).

ARTICLE 38
DURATION OF AGREEMENT

Section 1. This agreement shall be in effect as of January 1, 2015, and shall remain in full force and effect through December 31, 2017 unless otherwise terminated as provided herein.

Section 2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

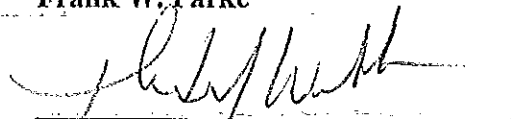
Entered into and signed this _____ day of _____, 2015;

**FOR THE BAZETTA
TOWNSHIP TRUSTEES**



Paul Hovis, Chairman

Frank W. Parke



Theodore J. Webb, Trustee

FOR TEAMSTERS LOCAL 377

Rich Sandberg, President / BA

Gregg Shadle, BA

Ralph "Sam" Cook, Secretary Trs.

Marcus Tempesta