

13-MED-10-1388

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K# 30764

AGREEMENT

BETWEEN

AUSTINTOWN TOWNSHIP

AND THE

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL 377

PART-TIME FIREFIGHTERS

SERB 2013-MED-10-1388

January 1, 2014

through

December 31, 2016

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PREAMBLE/PURPOSE

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

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

ARTICLE 1 RECOGNITION

Section 1. Included. This Agreement shall apply to all existing and future part-time employees of the Austintown Township Part-time Fire Department and does not apply to full-time employees of the Fire Department who are presently represented by the International Association of Firefighters Local 3356, hereinafter referred to as the "IAFF."

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

ARTICLE 2 MANAGEMENT RIGHTS

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

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

ARTICLE 3
UNION DUES/CHECK-OFF/FEES

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

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

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

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

Section 4. Indemnification. The Union shall defend and indemnify the Township against any and all claims and demands against it arising out of the fair share fee deduction procedures. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions

made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 4
UNION REPRESENTATION

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

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

Section 3. Union Leave. The shop steward or his/her designate shall be entitled to twelve (12) hours time off with pay within the calendar year to attend to Union collective bargaining matters but only in the event the shop steward or his designate is scheduled to work the crew at the same time that Union collective bargaining matters are scheduled. Said leave shall be upon the approval of the Fire Chief and is not cumulative from year to year.

ARTICLE 5
SEVERABILITY

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

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

ARTICLE 6
MID-TERM BARGAINING

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

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

grievant within seven (7) calendar days of receipt of the grievance.

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

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

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

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

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

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

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy,

or regulations do not conflict with this agreement.

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

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

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

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

ARTICLE 8 SENIORITY

Section 1. Definitions.

- a. **Total Seniority.** Total seniority is the continuous, uninterrupted total service with the Austintown Township Board of Trustees from the employee's original date of hire.
- b. **Bargaining Unit Seniority.** Bargaining unit seniority is the continuous, uninterrupted service with the Austintown Township Board of Trustees as a part-time firefighter from the original date of hire.

ARTICLE 9 PROMOTIONS

Section 1. When the Township decides to expand the full-time fire department the Township shall use an evaluation procedure that uses job related criteria, including but not limited to

seniority/experience, actual hours worked on the crew by Union employees, response to station callouts and drill hours attended by Union employees, whether the Firefighter II course has been completed, whether the applicant is an EMT and/or a paramedic, writing skills, physical condition, written test, and education level. The Township reserves the right to make EMT certification, paramedic certification and age thirty-five (35) years as threshold qualifications before an applicant is eligible for the full-time evaluation process. The Township agrees to exempt the existing members of the Union from the thirty-five (35) year age threshold qualification and only apply it to part-time employees hired after January 1, 2002, that apply for full-time employment. The Township shall apply the same criteria to all applicants, both Union and applicants not members of the Union or employees of the Township. Upon completion of the evaluation process the Township shall submit the results to the steward. The Township has the discretion to choose from the top four (4) scorers if the Township is hiring one (1) new full-time employee, from the top seven (7) if hiring two (2) new full-time employees, and from the top ten (10) if hiring three (3) new full-time employees. The Township will not open 3rd party test or evaluation scores or release internal test or evaluation scores without prior forty-eight (48) hours notice to the Union of the time and place of such release. The list will be good for two (2) years.

ARTICLE 10
COMPENSATION/HEALTH INSURANCE

Section 1. Pay Rates. Base pay for working the crew and answering calls from home is as follows:

<u>Classification</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
	(2%)	(2%)	(2%)
Firefighter	\$10.94	\$11.16	\$11.39
Firefighter/EMT	\$11.41	\$11.64	\$11.87
Lieutenant	\$11.97	\$12.21	\$12.46
Lieutenant/EMT	\$12.45	\$12.70	\$12.96
Captain	\$13.02	\$13.28	\$13.54
Captain/EMT	\$13.49	\$13.76	\$14.04

Section 2. EMT Response Bonus. All EMT's shall receive an annual bonus to be paid the first pay period in June for keeping the EMT cards/certifications and for responding to a minimum of 20% of annual calls from home. The amount of the annual bonus will be based upon the percentage of calls responded to from home, as set forth below

<u>Response</u>	<u>Annual</u>
<u>Percentage</u>	<u>Bonus</u>
20%	\$350.00
25%	\$400.00
30%	\$450.00
35%	\$500.00
40%	\$550.00
45%	\$600.00

Section 3. Response Rates. All employees shall be required to respond to at least 20% of the calls from home. Failure to do so in two consecutive years will result in the removal of the employee's name from the roster, at the discretion of the Employer. When calculating the percentage of an employee's responses to call outs from home any call outs that occur while the employee is working the crew will not be added to the total annual call outs.

Section 4. Certification Reimbursement. The Township shall reimburse an employee for their costs to pass their national registry tests for EMT, paramedic or the Firefighter II fire certification. The Township is only obligated to pay for these costs once for each employee. An employee who receives such reimbursement shall pay this reimbursement money back to the Township in the event the employee is no longer an employee of the Township and is an employee of another entity, public or private, and uses the reimbursed skills within one (1) year from the time they receive their certification or pass their test.

Section 5. Mandatory Minimum Crew Hours. At the discretion of the Township, all employees shall be required to work at least eight (8) annual crew hours. An employee may split up their required eight (8) annual crew hours in scheduled segments with the mutual agreement of the Fire Chief and the affected employee. Additionally, all employees may be required to work a minimum of eight (8) hours per month on the crew, if work is available.

Section 6. Maximum Hours/Health Insurance Coverage. All part-time employees have agreed to opt out of the township's group medical insurance without compensation. In the event of the implementation of federal health care legislation that directly affects the Township, the Employer, after consulting with the Union, shall have the option of establishing a maximum number of work hours a bargaining unit employee can work on an annual basis.

ARTICLE 11 **CLOTHING ALLOWANCES**

Section 1. Clothing allowance shall be provided by the Township in the amount of:

- a. \$300.00 per year for employees who work 601 and above hours;
- b. \$200.00 per year for employees who work 201 to 600 hours;
- c. \$100.00 per year for employees who work 100 hours to 200 hours.

ARTICLE 12 **WORKING THE CREW**

Section 1. EMT Scheduling Preference/Crew Eligibility. The Township retains the right to give preference to EMT's in scheduling; however, all part-time personnel hired prior to July 1997 who do not possess EMT certification shall still be permitted to work the crew. If the Employer determines in its discretion that a firefighter may not be able to successfully perform his/her work on a crew, it has, after providing the employee and the Union with a minimum of seven (7) days notice, the right to require an employee to pass a performance test in order to remain eligible to work the crew. The performance testing of employees shall not be arbitrarily or capriciously administered.

Section 2. Required Uniforms. The Part-time Firefighter shall work in clothes deemed appropriate by the Township.

Section 3. Shift Changes. The Part-time Firefighter shall have the right to switch shifts subject to the approval of the Employer. He must also notify the officer working on the shift of the switch.

Section 4. Scheduling. Scheduling of part-time firefighters shifts shall continue to be performed by a part-time firefighter for the length of the contract, as has been the past practice with the Chief retaining the right to approve the final schedule.

ARTICLE 13 LEAVE OF ABSENCE

Section 1. A part-time firefighter may request one (1) leave of absence from the Fire Department for one hundred eighty (180) calendar days without loss of rank or seniority during the length of this contract, limited to one (1) per station.

Section 2. Request for leave shall be submitted to the Township for recommendation for approval or denial.

ARTICLE 14 DEATH BENEFIT

Section 1. The Township shall pay fifty thousand dollars (\$50,000.00) to the beneficiaries of an employee killed in the line of duty.

ARTICLE 15 RULES AND REGULATIONS

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

Section 2. Upon the request of the Union, the Employer shall provide the Union with a copy of the proposed rules and will meet and confer with the Union prior to any imposition of a new or revised rule. Copies of newly established written work rules or amendments to existing work rules will be posted at least five (5) business days prior to their implementation, except in cases of an emergency.

Section 3. No work rules, regulations, policies, or procedure may violate any of the express, written terms of the Agreement. Should the Union believe a work rule, regulation, policy, or procedure violates this Agreement, it may file a grievance.

ARTICLE 16
PROBATIONARY FIREFIGHTERS

Section 1. Probationary firefighters shall earn the same hourly rate as non-probationary firefighters for responding from home for an alarm.

Section 2. Probationary firefighters training shall be conducted by training officers appointed by the Fire Chief

Section 3. EMT Certification. Probationary firefighters will be terminated if they fail to become Emergency Medical Technicians (EMT's) within one (1) year from their appointment.

ARTICLE 17
HOLIDAY PAY

Section 1. Rate of Pay for Holiday Work. When a part-time firefighter is working the crew on one of the Township's eleven (11) holidays, he shall receive one and one-half (1 1/2) times the normal hourly wage. If a part-time firefighter answers calls from home on described holidays, they will receive pay calculated at time and one-half (1 1/2).

Section 2. The Union shall provide the Township with a written change of holiday in the event the Union wishes to substitute the day after Thanksgiving for Columbus Day. The holiday begins at 8:00 a.m. and runs for three (3) eight (8) hour shifts, ending at 8:00 a.m.

ARTICLE 18
AMBULANCE CLAUSE

Section 1. If the Township decides to incorporate an ambulance, the Township shall pay all part-time Firefighter/EMT's the same rate as working the crew.

Section 2. If the Township decides to hire paramedics for the ambulance, the Township will give consideration to Union members who are paramedics.

ARTICLE 19
DRILL

Section 1. Drills will be scheduled by the Township.

Section 2. Drills will be conducted by the training officers appointed by the Fire Chief.

ARTICLE 20
JURY DUTY

Section 1. Jury Duty. Jury duty will be paid if the part-time firefighter is on the schedule previously to work the crew. Township will be reimbursed jury duty pay.

ARTICLE 21
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Township. However, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any employee is involved in a dispute about which matters in his personnel file may be material, a Union representative will also be granted access to the employee's personnel file at reasonable times where such access is authorized in writing, in advance, by the employee.

Section 2. Inaccuracies. For the duration of this Agreement, and any extension thereof, if an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the employee shall write a memorandum to the Chief or his appropriate representative explaining the alleged inaccuracy. If upon investigation, the Chief or his representative sustains such allegations, he shall do one of the following:

- a. The employee's memorandum shall be attached to the material in question and filed with it and the department head or his representative, may note thereon his concurrence; or
- b. The department head or his representative shall remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

Section 3. Clarification. For the duration of this Agreement and any extensions thereof, any new material placed in an employee's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (see Section 2 above) but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Chief or his representative a written clarification or explanatory memorandum not to exceed one (1) page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief or his representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the Employee's personnel file.

Section 4. Privacy. The parties recognize that R.C. 149.43 provides that certain portions of an employee's personnel file are public records and the Township is prohibited from denying access to those materials. In the event that a public records request is made for an employee's personnel file, the Employer agrees to notify the employee that the request has been made.

ARTICLE 22
BULLETIN BOARDS

Section 1. Bulletin Boards shall be provided in each station.

Section 2. All notices which appear on the bulletin board shall be posted by a Union official/steward in the bargaining unit during non-working time and shall relate to items of

interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports.

All other notice of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 23 **NO STRIKE/NO LOCKOUT CLAUSE**

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

ARTICLE 24 **REWARD SYSTEM ESTABLISHED**

Section 1. An employee's immediate supervisor will submit his opinion, in writing for the proper consideration. All reports so referred will be screened through the echelon of command and where authorized by the appropriate supervisor a letter appropriately drawn will be presented to the employee by the Department Head. All such commendations will become a part of the permanent record of the employee receiving commendation.

Austintown Township Letter of Appreciation:

Employees and supervisors may recommend a letter for a job well done or where something special is done for the Austintown Township or others. Documentation of the known facts should be submitted through the echelon of command. Where so approved, such letter will be issued by the department head with a copy of same retained in the personnel file of that employee or in the case of a citizen, the original is mailed and the copy attached with the appropriate file in Austintown Records Division.

ARTICLE 25
DURATION

Section 1. This Agreement shall be effective January 1, 2014, and shall continue in full force and effect until December 31, 2016.

Section 2. Total Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled, and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be unilaterally modified or discontinued by the Employer upon notification to the Union at the expiration date of the agreement.

Section 3. Waiver. Except as provided specifically within this Agreement, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

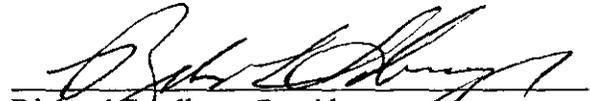
SIGNATURE PAGE

Signed and dated at Austintown, Ohio, on this 25th day of March, 2014.

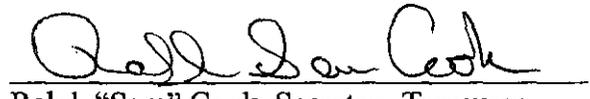
For Austintown Township

For the Union

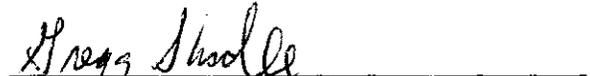

Lisa Oles
Trustee


Richard Sandberg, President,
Teamsters Local 377

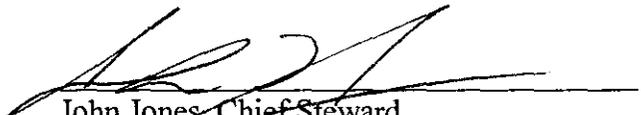

Jim Davis
Trustee

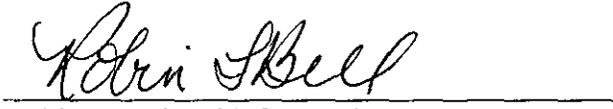

Ralph "Sam" Cook, Secretary Treasurer
Teamsters Local No. 377


Ken Carano
Trustee


Gregg Shadle, Vice President
Teamsters Local No. 377


Michael Dockry,
Township Administrator


John Jones, Chief Steward
Austintown Township Part-time Firefighters


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

SIDE LETTER
SIGNING BONUS

In addition to general wage increases and contingent upon ratification of the agreement by both parties, bargaining unit members on the active roster as of January 10, 2014, shall receive a one-time lump sum payment of \$375.00.