

**FACT-FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**
July 30, 2025

IN THE MATTER OF:)	SERB CASE NUMBERS
AUSTINTOWN TOWNSHIP, OHIO)	2025-MED-10-1328
82 OHLTOWN ROAD)	
AUSTINTOWN, OHIO 44515)	
(EMPLOYER))	
)	
-AND-)	
)	
THE TEAMSTERS LOCAL NO. 377)	FACT-FINDER
1223 TEAMSTER DRIVE)	RICHARD F. NOVAK
YOUNGSTOWN, OHIO 44502)	
(EMPLOYEE REPRESENTATIVE)	Hearing Date: July 1, 2025
UNION))	

APPEARANCES

For the Teamsters

John R. Sauter, Esq.
Attorney For The Union
Doll, Jansen & Ford

Bobbi Terwilliger
Vice President
Teamsters Local #377

Tex Martin
Shop Stewart

For The Employer

Robin L. Bell
Regional Manager – Human Resources –
Director Clemans, Nelson & Associates Inc.

Mark D'Apolito
Austintown Township
Township Administrator

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Legend:

- Single spaced yellow shading is ORC or OAC Sections
- Red type = Fact-Finder's Findings
- Words Underlined or in Quotes ("") = Fact-Finder Emphasis

ADMINISTRATION

By correspondence dated June 9, 2025, from the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his appointment to serve as Fact-Finder in compliance with Ohio Revised Code Section 4117.14(C)(3) to hear arguments and issue recommendations relative thereto, pursuant to Ohio Administrative Code Rule 4117-9-05(J) and (K), in an effort to facilitate resolution of those issues that remained at impasse between the Parties.

The Fact-Finding Hearing commenced in Austintown, Ohio on July 1, 2025, at 82 Ohlton Rd., Austintown, Ohio in the Township Conference Room. The Fact-Finding Hearing commenced at 9:30 am and concluded at 3:15 pm. Extensive mediation was conducted and successful in bridging the impasses on all issues except for wage adjustments and term of the agreement.

In all, extensive exhibits, and information regarding the financial operating condition of the Township and Wage Survey Data were received in evidence.

I. Background of 2025-Med-10-1328

The Collective Bargaining Agreement was effective January 1, 2022 and expired on December 31, 2024.

The parties held several brief negotiation sessions, beginning January of 2025. The parties have reached Tentative Agreements (T/A's) in Fact-Finding mediation on all articles with the exception of (wage adjustments and the term of the successor CBA. The parties agreed to the date of the hearing and the date for the Fact-Finder Report.

II. Description of the Bargaining Unit

Local 377 has represented the Parks Department bargaining unit employees for the Employer since 2004. Local 377 and the Employer have signed seven (7) consecutive collective bargaining agreements, with the most recent collective bargaining agreement effective through December 31, 2024 (see attached Joint

Exhibit 1 Collective Bargaining Agreement “CBA”). There are three (3) employees in the bargaining unit.

III. The Austintown Township Parks Department

The bargaining unit employees are employed within the Township’s Parks Department. The Parks Department is responsible for the maintenance of over 250 acres of dedicated parks in the Township.

The Township Parks system consists of a 220-acre Township Park plus four (4) satellite parks located throughout the Township. The Parks Department also maintains five open-air pavilions which are available for rent by Township residents. An enclosed pavilion, the Stacey Pavilion, features a kitchen and banquet hall.

The Township Park is comprised of natural areas, including grassland, forest, ravines, a meadow, and pond with observation deck. It contains a bandshell, sand volleyball court, disc golf course, two basketball courts, splash pad, playground, dog park, five baseball/softball fields, horseshoe pits, five tennis courts, and two pickleball courts.

In the performance of their duties, the bargaining unit employees perform grounds maintenance, cut grass, maintain athletic fields, spread mulch, and remove trash. They operate dump trucks, pick-up trucks, tractors, front end loaders, back hoes, brush hogs and various tree trimming tools. They perform all snow plowing and snow and ice control at all the Township parks and, when needed, assist the Township Road Department employees with snow plowing. The bargaining unit employees also perform engine repair, oil changes, and other necessary mechanical work on the equipment owned by the Township and assigned to the Parks Department.

IV. Statutory Township Funding of Austintown Township

Austintown Township was founded in 1793 and is located in Mahoning County, in northeast Ohio. Austintown Township comprises approximately 26 square miles and is a mix of suburban and rural community. The 2020 U.S. Census count places Austintown Township’s population as 35,821.

Ohio Townships have only those powers conferred upon them by the State Constitution and State Statutes. Austintown Township, as well as other townships in the state, is governed by a 3-member Board of Trustees.

Townships, unlike other forms of local government, have very limited funding streams. Townships are primarily funded through property taxes levied on real property within the township. Any increases to these levies, or any additional levies must be brought before the Austintown Township electorate and affirmed by majority vote.

The Park System in Austintown Township is funded in part by a 0.8 mil levy originally passed by the voters of Austintown in 1986. It has consistently been renewed by the voters, but that 1986 levy has never been increased or replaced. The Auditor's Rate Resolution Work Sheet for Tax Year 2024 (Calendar Year 2025) estimates the park levy raising \$314,024; however, this estimate is for a 100% collection rate. History has shown that tax collections run somewhere between 92% and 95% and are projected to be a revenue of approximately \$297,916 (95%) for 2025. Any increases to this levy, or any additional levies, must be brought before the Austintown Township electorate. In 2024, the Austintown Township electorate rejected a 2.4 mil continuous levy for the Austintown Police Department by 750 votes. Additional funding for the park is acquired through available grants, donations, sponsorships, and transfers of funds from the general fund. The status of the projected 2025 general fund is materially below historical levels due to the failure of voters to renew the Police levy in 2024.

V. The Parties Joint Exhibit

The following was submitted during the hearing and by reference is included and adopted in this report:

A copy of the expired Collective Bargaining Agreement, through December 31, 2024 titled:



08/04/2022
1533-10
21-MED-10-1392
41887

AGREEMENT
BETWEEN
AUSTINTOWN TOWNSHIP
AND THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL 377

PARKS DEPARTMENT

SERB 2015-MED-10-1156

Effective upon Execution

Through

December 31, 2024

VI. Fact-Finding Defined by this Fact-Finder

“Fact-Finding” is a default process to failed negotiations. “Objective Facts” (OAC 4117-9-05) are required to be considered by statute. Then and in conjunction with such, the Fact-Finder applies “subjective judgment” to other factors (based upon CBA bargaining experience). Those subjective factors are the parties: movement from impasse positions, counter vailing priorities of the parties, timing of the solutions, and overall perception of fairness and equity within Collective Bargaining reality. The findings are then a result of “objective facts” and subjective evaluation of the evidentiary record by the Fact-Finder.

“NOTWITHSTANDING, THE “BEST AGREEMENTS” ARE THOSE REACHED BY THE PARTIES”. Application of OAC 4117-9-05-(K)(5) and/or ORC 4117.14(C)(4)(f).

VII. The Statutory Requirement of ORC 4117

The ORC 4117 requires that the Fact-Finder must consider the factors in ORC 4117.14(C)(4)(e) when determining his/her findings of resolution to issues at impasse. Those factors are set forth in Ohio Administrative Code (OAC) 4117-9-05(J)(K) and are set forth as follows:

Factors to be Considered by Fact-Finding Panel

- 4117-9-05(J)** The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel;
- 4117-9-05(K)** The fact-finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code;
- 4117-9-05(K)(1)** Past collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(2)** Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and

private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

4117-9-05(K)(3) The interests and welfare of public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4117-9-05(K)(4) The lawful authority of the public employer;

4117-9-05(K)(5) Any stipulations of the parties;

4117-9-05(K)(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

VIII. The Results of Mediation Conducted by The Fact-Finder in Accordance with ORC 4117.14.(C)(4)(f). “The Fact-Finder may attempt mediation at any time during the Fact-Finder process”.

Upon reflection of the evidence presented at the hearing and comments by the Fact-Finder, the Fact-Finder proposed mediation to the representatives of the parties. The majority of the 6-hour hearing time was spent in constructive mediation and negotiations between the parties.

In the mediation process the Fact-Finder offers his/her labor relations expertise in the form of “solutions” and “recommendations” to the issues at impasse. The resulting agreements by the parties best address the counter vailing interest and important nuances of the resolutions. **“The Fact-Finder is 100% supportive of the outcomes from the mediation process and adopts these (T/A’s) results as his findings for resolution for the impasse issues in this report”.**

Accordingly, after several hours of joint mediation sessions with the Fact-Finder the representatives of the Township and Teamsters identified and agreed to solutions (Tentative Agreements T/A’s) to all impasse issues except those related to wages and the term of the agreement.

IX. The Fact-Finder's Findings on the Impasse Issues of Wages and Term of Agreement

The following is a summary of the parties last wage and term proposals and the Fact-Finder's findings on wages and term of the successor CBA.

Article 12. Wages – The Parties Final Positions

After periods of exchange of offers on wages, the parties entered Fact-Finding at impasse based upon the following positions.

A. The Township's Final Offer

Contract term – 2 years, January 1, 2025 through December 31, 2026.

Wage Rate Adjustment

Year 1 – 0%

Year 2 – 0%

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

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

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

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

Perfect Attendance - \$160.00

One Day of Absence - \$80.00

B. The Teamsters Local #377 Final Offer

Contract term – 3 years, January 1, 2025 through December 31, 2027.

Wage rate adjustment

Year 1 - \$1.00 p/hour increase in all rates plus a 2% rate increase

Year 2 – 2.0% Rate Increase

Year 3 – 2.0% Rate Increase

Wage Rate Progression

The following wage progression in Article 12 for both full and part-time employees and submits the language in Article 12 should read as follows:

1 st Year	2 nd Year	3 rd Year	4 th Year
85%	90%	95%	100%

Contract Signing Bonus

Each employee will receive upon the execution of the agreement in 2025 a two hundred fifty dollar (\$250.00) signing bonus.

Attendance Incentive

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

Perfect Attendance - \$160.00

One Day of Absence - \$100.00

C. The Fact-Finder's Findings Regarding Article 12 and Term of Agreement

The following are the Fact-Finder's findings regarding Article-12 Wages and Term of Agreement based upon the evidence presented by the parties; and Fact-Finder's rationale set forth within this report.

Contract Term – 3-years, January 1, 2025 through December 31, 2027.

Wage Rate Adjustment

Year 1 – 2.0% retroactive to January 1, 2025

Year 2 – 2.0% effective January 1, 2026⁽¹⁾ Wage Reopen

Year 3 – 2.0% effective January 1, 2027

Wage Rate Progression

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

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

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

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

Perfect Attendance - \$160.00

One Day of Absence - \$80.00

Wage Reopener⁽¹⁾

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

X. Fact-Finder's Evaluation of the Evidence and Basis for Findings

As previously stated, ORC 4117.14(C)(4)(e) is the guidelines and guard rails the State requires the Fact-Finder to operate within.

The most compelling “Factors” in this case are:

- 4117-9-05(K)(1) – Past collective bargained agreements, if any, between the parties, and
- 4117-9-05(K)(3) – The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.

Regarding Factor 4117-9-05(K)(1). The Union presented the history of bargaining unit wage increases dating back to 2013 (four contract terms). That data is set forth as follows:

The wage increases for the bargaining unit dating back to 2013 are shown below. The bargaining unit employees have received a 2% wage increase in years Two and Three of their contract every year dating back to 2014. As for the first year of their contract, in 2013 the Union achieved an approximately 5% wage increase between 2012 and 2013. After six years of 2% wage increases, the Union achieved an approximate 6.5% wage increase in the first year of the contract in 2022.

2013	Wage	Wage Increase (from year prior)	2014	Wage	Wage Increase	2015	Wage	Wage Increase
Foreman	19.38	Approx. 5% (\$0.50 + 2%)	Foreman	19.77	2%	Foreman	19.77	2%
Ass't Foreman	n/a	n/a	Ass't Foreman	n/a	n/a	Ass't Foreman	n/a	n/a
Laborer	16.41	Approx. 5% (\$0.50 + 2%)	Laborer	16.74	2%	Laborer	16.74	2%

2016	Wage	Wage Increase	2017	Wage	Wage Increase	2018	Wage	Wage Increase
Foreman	20.56	2%	Foreman	20.99	2%	Foreman	21.39	2%
Ass't Foreman	n/a	n/a	Ass't Foreman	n/a	n/a	Ass't Foreman	n/a	n/a
Laborer	17.41	2%	Laborer	17.76	2%	Laborer	18.12	2%

2019	Wage	Wage Increase	2020	Wage	Wage Increase	2021	Wage	Wage Increase
Foreman	21.82	2%	Foreman	22.26	2%	Foreman	22.71	2%
Ass't Foreman	19.62	n/a (newly created position)	Ass't Foreman	20.01	2%	Ass't Foreman	20.41	2%
Laborer	18.48	2%	Laborer	18.85	2%	Laborer	19.23	2%

2022	Wage	Wage Increase	2023	Wage	Wage Increase	2024	Wage	Wage Increase
Foreman	24.14	Approx. 6.5%	Foreman	24.62	2%	Foreman	25.11	2%

(The same wage percent increases were applied to Ass't Foreman and Laborer rates for 2022 CBA)

The history is clear. There is a three-year term CBA. Second and third year wage increases are two percent (2%). There are some larger first year wage increases (2013 and 2022) however, the Fact-Finder considers them as anomalies since 2013 is post 2008 financial crisis and recovery catch-up period to significant financial constraints; and 2022 is post covid highest year U.S. inflation period in years. The 2025 financial and/or inflation conditions “do not mirror” those periods. It is noteworthy the non-anomalies years' first year wage increases are two percent (2%).

Regarding Factor 4117-9-05(K)(3) the Township has presented an extensive spreadsheet (Employer Exhibit 24) attached. This data which shows a "Parks Department" projected 2025 budget cash balance of \$549.00 on December 31, 2025 and the testimony of the Township administrator Mr. D'Apolito is persuasive to these findings. In summary, Mr. D'Apolito described:

- The unique funding limitations of any Ohio Township imposed by State Statute.
- The financial policy of the administration to manage Township departments/divisions expenditures within the revenues generated by the specific levies for the respective Unit. This principle albeit represents the implied mandate of the public vote originating or renewing the specific Levy.
- The dilemma of the Township to fund adequate police/safety services in light of the Township's electorates rejection of a 2.4 mil continuous level in 2024. Police department manning was reduced to 79% of full complement, overtime reduced, K-9 unit eliminated, capital expenditures reduced, and other cost reductions put in place. Notwithstanding all the above, for 2025 the Township general fund had to transfer over one million dollars (\$1,000,000) to the police operating budget for 2025 to provide adequate safety services to the community. (See 417-9-05-(K)(3)). "It is not the purview" of this Fact-Finder to second guess the Trustees' prioritization of Township services or allocation of resources. The rejection of the 2024 Police Levy also speaks to the difficulty of the Township's, "ability to finance" under the relevant ORC section, for a possible Parks funding Levy.
- "The Fact-Finder also considers it noteworthy that in the process of allocating resources due to the 2024 Levy rejection, the Park's Department budget for 2025 has had a \$69,368.00 reduction in transfers from the General Fund for 2025".
- Mr. D'Apolito also described Township's plans to place on the November 2025 ballot the Police Department Levy again for voter ratification. If the Levy were to pass, Police Department resources would increase by over 2.0 million dollars per year for the term of this Levy. In the Fact-Finders view this would have a positive impact of Township financial flexibility and could provide an

opportunity to increase general fund transfers to the Park's Department. EG
"ability to finance improved" (4117-9-05(K)(3)).

Accordingly, this possible event of the voter approval of the 2025 Police Levy "is the basis for" the Fact-Finder's wage increase and wage reopeners in year 2026 of the CBA.

- Lastly it is noteworthy that while the Township has a total of seven (7) collectively bargained for Units, none of the other Units have yet to complete negotiations of a successor CBA. Therefore, at this time, ORC Factor 4117-9-05(K)(2) is moot "at this time".

XI. Fact-Finder Adopts the Parties T/A's

The Fact-Finder affirms and adopts in this report the parties' Tentative Agreements (T/A's) which were agreed to by the parties and attached to this Fact-Finder Report.

The subject matter of those T/A's are set forth below:

- Article 16 Benefit Clause
- Article 20 Bereavement Leave
- Article 15 Uniform Allowance
- Article 11 Hours of Work/Overtime
- Article 31 Duration

XII. Adoption of "Current Collective Bargaining Agreement" Articles (CBA) to the Fact-Finder's Report

The Fact-Finder affirms and adopts in this report the Articles in the current CBA which was submitted as the Parties' Joint Exhibit #1. The Articles in the CBA shall carry forward in the successor CBA unless modified by adopted T/A's or modified to conform to the Fact-Finder's findings in this report.

XIII. Effective Date(s) and Term of Successor CBA

Unless otherwise specified in each agreement and in the Fact-Finder's findings, the effective date is retroactive January 1, 2025 and the agreement remains in effect through 23:59 on December 31, 2027.

The Fact-Finder retains jurisdiction over any issue in the report which provides changes to the successor Collective Bargaining Agreement, if the parties are unable to agree upon the application of such change(s).

XXXXX

Respectfully Submitted,

Dated: July 30, 2025
Chagrin Falls, Ohio 44023

ss//: Richard F. Novak
Fact-Finder
rnovak.metalstrategies@yahoo.com

216-440-0684

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2025 a copy of the foregoing Fact-Finder Report for Case No. 2025-MED-10-1328 was electronically transmitted to: John R. Sauter, Attorney for Teamsters Local 377, at jsauter@djflawfirm.com and to Robin L. Bell, Representative for the Austintown Township of Ohio, at rbell@clemansnelson.com and SERB at med@serb.ohio.gov.

ss//: Richard F. Novak
Fact-Finder

Dated: July 30, 2025

Austintown Township and IBT Local 377
Tentative Agreement

ARTICLE 16
BENEFIT CLAUSE

Section 1. Medical Insurance. The Employer shall provide coverage to all full-time bargaining unit members represented by IBT 377 through the Teamsters 377 Health & Welfare Benefit Fund or make available comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plans in effect presently or subsequently selected by the insurance committee under this article. Where coverage is provided by the Township, the applicable plan offering shall be reduced to writing and appended to the agreement as Appendix A. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Teamsters Local 377 Health & Welfare Fund. Within sixty (60) days of execution of this Agreement, all full-time bargaining unit members, not electing to opt-out for insurance, shall be transitioned to and be provided coverage under the IBT 377 Health & Welfare Fund or its successor. Effective the first pay period after execution of this agreement, the Employer agrees to contribute to the fund the applicable per employee weekly contribution for each participant, up to a maximum amount (i.e., not to exceed) of three hundred forty dollars (\$340.00) ***three hundred seventy-five dollars (\$375.00)*** for each week of coverage provided so long as the employee would have otherwise been eligible to receive coverage under the Township's insurance plan. The maximum amount shall increase to ***three hundred fifty dollars (\$350.00) three hundred eighty-five dollars (\$385.00)*** in 2023-2026, and ***three hundred sixty dollars (\$360.00) three hundred ninety-five dollars (\$395.00)*** in 2024-2027. Under no circumstances shall the Township be obligated to contribute an average weekly per employee participant amount greater than that of other fund participants or provide funds for any time period where the employee would not have been eligible to receive coverage under the Township plan.

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

In the event that the average weekly per employee participant coverage contribution exceeds the maximum amount per week, set forth above, all of the members of the various IBT 377 bargaining units receiving coverage under the Fund shall either (1) be obligated to pay any amount in excess of the maximum funding set forth herein through payroll deduction or (2) cease to be covered under the Teamsters Local 377 Health & Welfare Fund and transitioned back to the Township

Austintown Township and IBT Local 377
Tentative Agreement

insurance plan as provided for in this article. The Union shall be required to provide the Township with a minimum of sixty (60) days notice in the event that it becomes necessary to transition all of its members back to the Township plan, and upon providing such notice, payments to the IBT 377 Health & Welfare Fund by the Township shall cease for the nine (9) week period prior to members transitioning back to Township coverage. Those payments withheld during that nine (9) week period shall be retained by the Township in order to offset the initial enrollment funding of nine (9) weeks to the IBT 377 Health & Welfare Fund and the member shall be covered by the Fund during that time period. Upon returning to the Township plan, members will receive coverage in accordance with the plan requirements and be subject to all other terms and conditions for insurance contained in the article.

Section 3. through Section 12. Maintain current contract language.

FOR AUSTINTOWN TOWNSHIP

DATED

FOR IBT LOCAL 377

Bokki Ferwilleij

Tex Martin

7-1-25

DATED

AUSTINTOWN TOWNSHIP
PROPOSALS AT FACTFINDING
IBT LOCAL 377 (PARKS UNIT)
JULY 1, 2025

ARTICLE 20
BEREAVEMENT LEAVE

Section 1. Immediate Family. For the purposes of bereavement leave under this article, immediate family includes the employee's parent, child, spouse, sibling, stepchild residing or having had resided in household, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law (sibling-in-law limited to spouse's sibling or sibling's spouse) or person who stood in the place of a parent (in loco parentis) when the employee was a child.

Section 2. Amount/Eligibility. In the event of the death of a member of the immediate family as defined in Section 1, a full-time employee shall be eligible to receive paid bereavement leave of up to three (3) consecutive calendar days, one of which must include the day of the funeral, without using sick leave. Additional leave may be requested under Article 18, Sick Leave, Section 5.

Section 3. Other Family. In the event of the death of an aunt or uncle, the employee may request bereavement leave of up to three (3) consecutive calendar days, one of which must include the day of the funeral. Any leave taken under this section shall be deducted from the employee's sick leave balance.

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

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

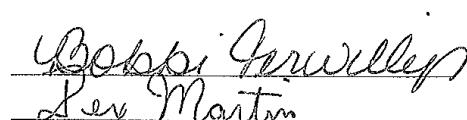
Section 3. *Bereavement leave must be used within thirty (30) days of the death of the family member. Bereavement leave may be taken as a continuous period or on an intermittent basis. Additional leave may be requested under Article 17, Sick Leave, Section 5.*

FOR AUSTINTOWN TOWNSHIP



DATED

FOR IBT LOCAL 377



DATED

**AUSTINTOWN TOWNSHIP
PROPOSALS AT FACTFINDING
IBT LOCAL 377 (PARKS UNIT)
JULY 1, 2025**

ARTICLE 15

UNIFORM ALLOWANCE

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

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

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

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

FOR AUSTINTOWN TOWNSHIP

— 4 —

FOR IBT LOCAL 377

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AUSTINTOWN TOWNSHIP
PROPOSALS AT FACTFINDING
IBT LOCAL 377 (PARKS UNIT)
JULY 1, 2025

ARTICLE 11
HOURS OF WORK/OVERTIME

Section 1. The workweek shall be defined as five (5) consecutive eight (8) hour days from Monday through Friday. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight consecutive hours) ending at 12:00 midnight the following Saturday.

Section 2. Shift Times/Adjustments. Regular hours of work shall be consecutive from ~~7:30 a.m. to 4:00 p.m. from the day after Labor Day through June 1 of the following year, then 7:00 a.m. to 3:30 3:00 p.m. from June 2 until labor day~~, except for interruptions of work for ~~one (1) paid fifteen (15) minute break for every four (4) hours of work, and for an unpaid thirty (30) one paid fifty (50) minute lunch period to be normally taken scheduled~~ during the middle of the shift ~~and to be taken at the same time by all bargaining unit employees. If the unpaid thirty (30) minute lunch period is not taken, then the end of the regular hours of work above are moved back by thirty (30) minutes.~~ Shift times may be adjusted in accordance with the operational needs of the Township, provided that such adjustments are intended to be temporary or limited in nature, relative to the project, circumstances, or event that they are designed to address, and a reasonableness standard will be applied to the determination of the need for adjustment. The Employer will not establish separate shifts for only part of the bargaining unit without the consent of the union and such consent shall not be unreasonably withheld.

Section 3. Overtime. All hours worked in excess of the normal eight (8) hour work day or forty (40) hours in a seven (7) day work period shall be at a rate of time and one-half, except for Section 6. For purposes of hours worked, the parties agree that all hours paid, except for sick leave, shall be considered hours worked for overtime eligibility. Any employee may elect to receive compensatory time in lieu of overtime pay. Any employee who is promoted shall have the option of cashing out their AT Bank at their old rate of pay. If the employee does not cash out, the employee's AT Bank shall be recalculated to reflect a lesser entitlement in hours based on the employee's higher or new rate of pay. This recalculation will also apply to employees whose rate of pay increases due to step increases. Across the board wage increases due to annual wage increases are not affected by the provision.

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

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

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

AUSTINTOWN TOWNSHIP
PROPOSALS AT FACTFINDING
IBT LOCAL 377 (PARKS UNIT)
JULY 1, 2025

Article 11, Hours of Work/Overtime (continued)

Section 7. Weekend Pavilion Work. The practice of Parks Department employees performing work on Saturdays and Sundays for Pavilion Rentals shall be maintained with the exception of the Stacey pavilion. *Pavilion work shall be scheduled only on Saturdays, Sundays, or Holidays when a paid rental is scheduled at an outdoor pavilion on that day. A minimum of two (2) hours shall be worked and a minimum of three hours shall be paid at the appropriate rate of pay.*

FOR AUSTINTOWN TOWNSHIP



7-7-25

DATED

FOR IBT LOCAL 377

DATED

AUSTINTOWN TOWNSHIP
TENTATIVE AGREEMENTS
IBT LOCAL 377 (PARKS UNIT)
JULY 1, 2025

ARTICLE 31
DURATION

This Agreement shall be effective upon execution and shall continue in full force and effect until December 31, 2024 2027.

FOR AUSTINTOWN TOWNSHIP



7-7-25

DATED

FOR IBT LOCAL 377

DATED

X-24

AUSTINTOWN TOWNSHIP AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 377 (PARKS UNIT)
 SERB 2024-MED-10-1328
 FACTFINDER RICHARD NOVAK
 JULY 1, 2025

General →

				Budget Projection Summary for 2025				Adjust prior year expenses in formula in column J				
Fund #	Fund Name	Cash Balance 12/31/2024	Prior Year Encumbrances	Unencumbered Cash Balance	Projected Property Tax	Projected Transfers	Projected Non-Levy & Other Revenue From GF	Total Revenue	Projected Non-transfer Expenses	Projected Transfers	Projected Total Expenses	Projected Cash Balance 12/31/2025
1000	General	2,198,351	174,955	2,023,396	756,985	-	1,559,776	2,316,761	2,229,588	1,493,000	3,722,588	617,569
2011	Motor Vehicle License Tax	32,727	-	32,727	-	-	45,000	45,000	47,222	0.00%	47,222	30,505
2021	Gasoline Tax	162,780	342,893	(180,113)	-	-	492,983	492,983	342,226	0.00%	342,226	(29,356)
2031	Road and Bridges	298,918	7,038	291,877	1,596,689	-	198,445	1,795,134	1,828,306	0.00%	1,828,306	258,705
2041												
2081	Police District	431	33,760	(33,329)	5,113,291	1,050,000	1,300,529	7,463,820	7,400,000	70.33%	7,400,001	30,490
2111	Fire District	313,902	37,517	276,385	4,638,697	-	685,309	5,324,006	5,224,397	0.00%	5,224,397	375,994
2171	Park	1,341	1,633	(292)	276,916	96,000	133,673	506,589	505,748	6.43%	505,748	549
2181	Zoning	29,225	905	28,320	-	325,000	112,859	437,859	431,095	21.77%	431,095	35,084
2231	Permissive Motor Vehicle License Tax	113,012	28,787	84,225	-	-	110,000	110,000	66,875	0.00%	66,875	127,350
2261				-			-	-		0.00%	-	-
2271		-								0.00%	-	-
2801			-							0.00%	-	-
2191	Senior Center	156,976	956	156,020	281,594	-	89,406	371,000	364,561	0.00%	364,561	162,459
3101				-				-				
4301	Permanent Improvement-resurfacing OPWC grant & County Sales tax			-		-	1,377,797	1,377,797	1,377,797	0.00%	1,377,797	(0)
4401							-			0.00%	-	-
4501				-			-			0.00%	-	-
4901	Communications Equipment			-				-	71,102	0.00%	71,102	(71,102)
5001	Westchester	581,884	-	581,884	-	-	340,575	340,575	295,465	0.00%	295,465	626,994
6001	Maintenance	15,103	1,030	14,073	-	22,000	178,895	200,895	218,002	1.47%	218,002	(3,034)
6002	Communications	5,406	13,655	(8,249)	-	-	2,541,813	2,541,813	2,593,881	0.00%	2,593,881	(60,317)
9001												
9002												
9003												
Totals		3,910,052	643,128	3,266,923	12,664,772	1,493,000	9,167,060	21,831,232	22,898,255	1,493,000	24,489,256	2,101,889

Projections:
 NG Austintown Twp Teamsters Park Fact Finding Comps and Costings 4913-3303-0988 v.1

*SUBST 50%
 From General Fund*

Employer Exhibit 24