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AGREEMENT
BETWEEN
AUSTINTOWN TOWNSHIP
AND THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL #3356

Effective April 1, 2011

through

March 31, 2014

SERB CASE NO.
2009-MED-10-1322

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ARTICLE 1
PREAMBLE

Section 1. This Agreement is entered into by and between the Township of Austintown, (herein referred to as the “Employer”) and International Association of Firefighters Local #3356, (herein referred to as the “Union”). This Agreement is intended to formalize the terms and conditions of employment of full-time firefighters as approved by the Employer and the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours and other conditions of employment.

Section 2. For the purpose of this Agreement, full-time employees shall be herein referred to as Employee(s). It is agreed that persons employed on a less than full-time basis are not covered by this Agreement nor subject to the terms hereof.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the Fire Department except:

- A. Fire Chief
- B. Secretary

ARTICLE 3
AGENCY SHOP

All employees covered by this Agreement shall either become and remain dues-paying members of the Union within sixty (60) days of being hired or, as a condition of continued employment, remit to the Union a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly-hired employee(s) in the bargaining unit shall, within sixty (60) days of their date of hire as an employee, either elect to become members of the Union, or remit the fair share fee as provided in Ohio Revised Code Section 4117.09(C). Nothing in this Agreement shall be deemed to require any employee to become a member of the Union.

ARTICLE 4
DUES CHECK-OFF

The Employer agrees to deduct Union dues and fees from any member of the Union who provides written authorization for the payroll dues and fees deduction. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article. Furthermore, the Union shall comply in all respects with the requirements of Ohio Revised Code Section 4117.09(C).

ARTICLE 5
NON-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee on the basis of age, sex, race, color, religion, national origin, marital status or handicap.

ARTICLE 6
UNION ACTIVITY

Section 1. There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

Section 2. The Employer shall provide bulletin board space for use by the Union.

ARTICLE 7
UNION BUSINESS

The President of the Union or his designee shall be entitled to three (3) eight (8) hour shifts or one (1) twenty-four (24) hour shift time off with pay within the calendar year to attend to Union collective bargaining matters. Said leave shall be upon the approval of the Fire Chief and is not cumulative from year to year.

ARTICLE 8
EMPLOYER RESPONSIBILITIES/RIGHTS

Except to the extent otherwise limited or modified by this Agreement, the Employer retains the exclusive right and responsibility:

- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate or hire employees;
- C. To maintain and improve the efficiency and effectiveness of the fire department operations;
- D. To determine the overall methods, process, means or personnel by which Employer's Fire Department operations are to be conducted;
- E. To suspend, discipline, demote or discharge employees for just cause, or transfer, assign, schedule, promote, or retain employees;
- F. To determine the adequacy, size, composition, and qualifications, of the work force;

- G. To determine the overall mission of the Employer and the fire department as a unit of government;
- H. To effectively manage the workforce;
- I. To take actions to carry out the mission of the Employer and the fire department as a governmental unit.

ARTICLE 9
PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future Agreement shall be typed and one copy supplied after approval by the Union and the Employer to each employee by the Employer within a reasonable time at no cost to the employee or the Union.

ARTICLE 10
EMPLOYEE CLASSIFICATION

The Employer shall recognize the following classifications of firefighters:

- I. Assistant Chief
- II. Captain or Captain/Inspector
- III. Lieutenant or Lieutenant/Inspector
- IV. Firefighter or Firefighter/Inspector.

JOB DESCRIPTIONS WILL BE REVISED AFTER A JOB TASK ANALYSIS IS CONDUCTED THAT INCLUDES INPUT FROM THE UNION.

ARTICLE 11
PROBATIONARY EMPLOYEES

New hires and those hired after a break in continuity of service will be regarded as probationary employees for the first six (6) months after their date of hire and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by the Trustees. The layoff or discharge of a probationary employee is not subject to the grievance process. Probationary employees continued in the service of the Employer subsequent to the first six (6) months after date of hire shall be credited with continuous service from the date of full-time employment in the Fire Department. Supervisors shall maintain monthly reports on the progress of the probationary employees for review by the Chief.

ARTICLE 12
LABOR-MANAGEMENT RELATIONS

- A. **Meetings.** The Employer or, at the instance of the Township Trustees, the Fire Chief or Township Administrator will meet with the Union representative(s) at the request of either party.

- B. **Notices to Union.** The Employer agrees to make a good faith effort to keep the Union informed in writing of all matters having an effect upon departmental operations that impact upon the employment relations and/or working conditions of employees in the Union. The Employer will post on the bulletin board provided for Union use a notice of all new positions or openings available in the Fire Department.

ARTICLE 13
RULES AND REGULATIONS

- A. The Union agrees that its members shall comply with all Fire Department rules and regulations.

- B. All rules pertaining to employees shall be reviewed by Union before approval of such rules by the Township Trustees.

- C. Copies of the rules shall be provided to employees prior to the execution of this Contract.

- D. Any new rules & regulations implemented during the life of the contract are subject to the grievance procedure if they concern wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

ARTICLE 14
CONTRACTING OUT

The Employer shall not contract out bargaining unit work for the purpose of eliminating positions in the bargaining unit. This shall not apply to any current contracts in place at the signing of this Agreement and mutual aid contracts.

ARTICLE 15
SENIORITY

- A. Seniority shall be determined by continuous service calculated from date of full-time employment in the Fire Department. Continuous service shall be broken only by resignation, discharge, retirement, or layoff in excess of five (5) years. Employees with the same employment date shall be assigned to the seniority list in an alphabetical order A to Z, utilizing the employee's first letter of his last name.

- B. Any time a vacancy is created in a bargaining unit position or a new position is created, these positions shall be posted at all stations where bargaining unit members are employed. Members shall also be notified of new or vacant positions in writing, accompanying paycheck. All positions shall remain posted for a period of fifteen (15) days.

- C. When a position is created, testing, scoring and evaluation by an independent testing firm will determine and create a list of eligible candidates for said positions. Added to all PASSING test scores will be two (2) percentage points for each year of full time service. Total score is test score percentage plus service time percentage points. The Township will select from the three (3) highest total scores to fill the position. Percentage points shall base on passing grade. Example: If candidate scores 75 points of 100 total points, then a candidate with 5 years of service receives an additional 10% of 75 points (i.e., 75 points plus 10% (7.5) equals 82.5 Total Points.)

Eligibility to test for openings in each rank is as follows:

<u>Open Rank/Position</u>	=	<u>Eligible to Test</u>
Assistant Chief	=	Captains and Lieutenants
Captains	=	Lieutenants
Lieutenants	=	Firefighters

ARTICLE 16
PERSONNEL REDUCTION/VACANCIES

Section 1. Layoff Procedure/Recall. When a reduction in force is to be made within the force, the bargaining unit member with the least departmental seniority shall be the first laid off. Such members shall remain on a layoff list for five (5) years, and the Township shall recall from that list in the reverse order in which the members were laid off, before hiring anyone else within the fire department. Members recalled from the list shall report for duty within fourteen (14) days from the date notification of recall is mailed or forever waive their right to be recalled. If a full-time member(s) is laid off, the Township agrees not to use part-time fire personnel to fill the turn. Any full-time member on layoff shall be called out under the normal call out procedures while on layoff. If that full-time member is unavailable, it shall not be considered a refusal to work. No part-time personnel shall be used, except for responding to normal call-out procedures for structure fires, if and when any full-time member is on layoff.

Section 2. Vacancies/Filling. The parties agree to maintain, except as otherwise indicated herein, a core unit size of seventeen (17) full-time personnel. In the event that an opening is created by resignation, retirement, permanent disability, or death, the vacancy shall be filled through the testing procedure within sixty (60) days. The Union agrees with the Employer that this refers to any permanent vacancies caused by resignation, retirement, permanent disability, and death, but not in the event of a long-term sickness, temporary leave, layoff, or other condition which is covered by another article in this contract. If a vacancy is not filled in sixty (60) days, then a layoff has occurred and the provisions of section 1 are applicable.

ARTICLE 17
DISCIPLINE AND DISCHARGE

- A. No employee shall be disciplined or discharged without just cause in accordance with the provisions of this Agreement and the applicable provisions of the Ohio Revised Code.
- B. Any employee who receives time off without pay may use AT or vacation time only, to supplement their loss of pay.
- C. All discipline shall be subject to the grievance procedure.

ARTICLE 18
GRIEVANCE PROCEDURE

- A. Grievance or disputes are claims which may arise between an employee and the Employer based upon an event or condition which affects the conditions of employment as set forth in this Agreement. Grievances subject to the grievance procedure shall be limited to the interpretation or application of the specific terms of this Agreement and shall be settled in the following manner:
 - B. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing contained herein will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with the Fire Chief and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment in the event the Employee so requests.
- C. Procedure
 - 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximum and every effort should be made to expedite the process, however, the time limits may be extended by mutual agreement of the parties.
 - 2. Grievances shall be resolved as follows:

STEP 1: The employee concerned shall, within five (5) calendar days of the occurrence of the grievance, submit a verbal grievance to the Chief. The Chief shall attempt to adjust the grievance at that time.

STEP 2: If the grievance is not settled at Step 1, the grievance shall be submitted in writing to the Administrator, within fourteen (14) calendar days of the occurrence of the grievance, who then shall render a written decision within seven (7) calendar days after receipt of the grievance. The Administrator shall, before rendering a decision, meet with the grievant(s) who may request to have a Union representative present.

STEP 3: If the grievance is not settled at Step 2, the grievance shall be reviewed by the Union grievance committee who shall, before advancing the grievance to the third step, approve further processing of the grievance. If approved by the Union Grievance Committee, the grievance shall be submitted within thirty (30) calendar days of the occurrence of the grievance to the Administrator who then shall set a date for a hearing of the grievance. This hearing shall be set within fourteen (14) calendar days of receipt of the grievance. The grievant and the Union shall be notified of the time and place of the hearing seven (7) calendar days prior to the hearing. The Grievant, the Union committee and Township Representative shall have the right to call any witnesses for the purpose of testimony at the hearing. In attendance at the hearing shall be the Board of Trustees, the Administrator, the Fire Chief, a Union representative, the grievant and any witnesses requested by either party. Once the hearing is completed, the Board of Trustees shall render a written decision within seven (7) calendar days and copies of their decision shall be sent to the grievant and the Union.

STEP 4:

- a. If the grievance is not settled at Step 3 within thirty (30) days of the written decision, the grievance shall be submitted to arbitration by either party upon notice to the other party. Arbitration shall only be submitted on the signed approval of the President of the Union and the Senior Union Grievance Committee Member. Within ten (10) calendar days after filing for arbitration, an Employer representative and a Union representative shall meet to select an arbitrator. If the parties fail to agree on the selection of an arbitrator within three (3) calendar days of the initial meeting, the Union and the Trustees or their designated representative shall request the American Arbitration Association or the Federal Mediation Conciliation Service to submit a list of arbitrators. Upon receiving the list a meeting shall be held within three (3) calendar days, to select an arbitrator. Selection shall be by the alternative striking method. The first strike shall be done alternatively with the Union striking first in the first arbitration, the Trustees or their representative striking first in the second arbitration.
- b. The arbitrator shall conduct a hearing on the grievance as soon as possible after he/she is selected and not later than sixty (60) calendar days unless the parties otherwise agree. All concerned parties shall have the right to attend the hearing if they choose to do so. If the question of the

arbitrability of the issue is raised, the arbitrator shall rule on this question first. If the arbitrator rules that the grievance is arbitrable, then the hearing shall proceed as planned.

- c. The arbitrator shall make his/her written decision on the grievance within thirty (30) calendar days of the conclusion of the hearing.
 - d. All costs (i.e., processing fees for arbitration, arbitrator fees, court reporter fees, transcript fees) shall be borne by the unsuccessful party, with the exception that the costs for witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which requests such individuals or documents.
 - e. All arbitration meetings/hearings shall be held in Austintown, Ohio.
 - f. The arbitrator's decision shall be final and binding upon the Employer, the Union and the grievant.
 - g. The authority of the arbitrator shall be subject to the following limitations:
 - i. The arbitrator shall have no power to add to, delete from, or modify any of the terms of this Agreement or to rule on any matters except when this Agreement is in full force and effect. The arbitrator shall have no power to establish language for this Agreement or to change any existing wage rates or fringe benefits or to change any Fire Department policies, rules or regulations.
 - ii. The arbitrator shall have no authority to impose any obligations upon the Employer unless required by the provision of this Agreement.
- 3. If either party fails to follow the grievance procedures within the specific time limitations, then the opposing party shall be awarded the decision in their favor.
 - 4. In all procedures of the grievance, copies of all documents to be submitted for the record shall be provided to the other party.
 - 5. The grievant, at any time, may withdraw his grievance with or without the consent of the Union or the Employer.

ARTICLE 19

SALARIES AND COMPENSATION

Section 1. Pay Ranges and Rates. The following pay schedule will be the pay rate paid to all employees hired after April 1, 2011, effective April 1, 2011, through March 31, 2014:

Classification	Service Time	Annual Salary
Firefighter - Step 1	Entry	\$25,000.00
Firefighter - Step 2	After 1 year FT	\$28,000.00
Firefighter - Step 3	After 2 years FT	\$31,000.00
Firefighter - Step 4	After 3 Years FT	\$35,000.00
Firefighter - Step 5	After 4 Years FT	\$40,000.00
Firefighter - Step 6	After 5 Years FT	\$43,000.00
Firefighter - Step 7	After 6 Years FT	\$46,760.30
Lieutenant		\$51,022.61
Captain		\$58,639.40
Assistant Fire Chief		\$61,556.32
Firefighter/Inspector		\$47,863.55
Lieutenant/Inspector		\$51,022.61
Captain/Inspector		\$58,639.40

Section 2. Pension Pickup. In addition to the above wage increases, the Employer shall pay or pick-up the following percentages of each rank's gross income to the appropriate state retirement system: six percent (6%) as it is now.

Section 3. Hourly Rate Determination. Hourly rates for any position shall be determined by dividing the annual rate by the employee's regular schedule work hours on an annual basis (excluding scheduled overtime as required by the Federal Fair Labor Standards Act or as otherwise specifically provided herein).

Section 4. Retroactivity. Retroactive pay and benefits shall be paid to each bargaining unit employee on the first pay following the approval of the contract.

Section 5. EMT Bonus. An annual bonus of seven hundred dollars (\$700.00) shall be paid to any bargaining unit employee who successfully completes and passes the National Registry for Emergency Medical Technician-Ambulance (EMT) Certification provided the employee has said certification for no less than nine (9) months in any calendar year. Said bonus will be paid on the second Friday of DECEMBER of each calendar year. This EMT bonus will also pertain to any bargaining employee who currently holds an EMT Certificate or higher. No bonus will be required if prior to a calendar year the Chief exempts a particular employee from EMT responsibilities, or the Trustees decide to discontinue EMT services with the Township.

Section 6. Overtime Rate/AT Compensation.

- A. All overtime which occurs solely as a result of the employee's normal work schedule, i.e., the three (3) hours per week average for the twenty-one (21) day schedule [Article 20, Section B-2] shall be compensated at the rate of one and one-half (1-1/2) times the employee's current hourly rate calculated by dividing the employee's annual

compensation by 2756. All other overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's current hourly rate calculated by dividing the employee's annual compensation by 2080.

- B. Overtime shall be payable for all hours in excess of work week schedules permitted by the Federal Fair Labor Standards Act and as follows:
1. Hours in excess of eight (8) per day or forty (40) per week on a forty (40) hour workweek schedule [Article 20, Section B (1)]; or
 2. Hours in excess of twenty-four (24) or an average fifty-three (53) hours per week on a twenty-one (21) day schedule [Article 20, Section B (3)].
- C. Employees shall have the right to elect to receive accumulated time (AT) in place of overtime pay provide the employee notifies the Fire Chief of such election prior to submission of payroll data by the Fire Chief to the Township Clerk. AT shall be granted at the rate of one and one-half (1-1/2) hours for each overtime hour worked. AT may be accumulated up to a maximum of four hundred eighty (480) hours. Thereafter, any overtime hours shall be paid on the basis of the employee's overtime rate with the employee's regular payroll check.
- D. Employees may use AT at their discretion provided that the employee is the only member of his crew that is then using AT, vacation, or any other scheduled time off and provided that the Fire Chief is given reasonable advance notice to enable the Fire Chief to obtain replacement personnel.

Any employee who is promoted shall have the option of cashing out his/her AT bank at his/her 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.

Section 7. Overtime Opportunity. Employees shall have the right to be offered the opportunity to work overtime in the following situations:

1. Where a specialized skill (Haz-Mat, detail, arson, investigations) is required by the Township to be performed outside the employee's regularly scheduled work shifts.
2. When the alerting signal is activated at any time following the initial activation for part-time personnel to respond to their respective station from home for a call, regardless of the situation or reason, this subsequent or second activation shall constitute a second alarm for that call and all off-duty, full-time personnel shall be alerted at this time to respond to their respective stations. In the event of another initial activation for a second call, this shall not constitute a second alarm.
3. When a bargaining unit employee is absent due to an illness or injury without prior notice to the Employer, limited however, to the first twelve (12) hour shift, at the 2756 rate.

4. Whenever a scheduled call out is authorized by the Chief, the employee shall be compensated at time and one-half (1-1/2) times the 2080 rate for a minimum of two (2) hours.

Section 8. Non-Fire Fighting Duties.

1. No employee shall be ordered to perform capital improvements to Township buildings. However, employees may perform such activities during normal work hours or perform such work during off-duty time for either pay or AT at the 2756 rate. All such arrangements will be at the request of the Fire Chief. This item is neither inclusive of general day-to-day clean-up/decorating for Christmas nor does it obligate the Township to make use of off-duty personnel for capital improvement work. No extra pay during work hours.

ARTICLE 20
WORK HOURS

- A. All employees shall work the scheduled hours and work schedule assigned to them by the Fire Chief. Such hours and schedules shall be in conformance with the Federal Fair Labor Standards Act.
- B. All employees shall regularly work either of the following:
 1. A forty (40) hour workweek schedule consisting of five (5) consecutive eight (8) hour work shifts including a paid thirty (30) minute lunch period on each work day with two (2) non-scheduled work days. For purposes of this work schedule, a work week shall commence at 12:00 a.m. midnight on Sunday and conclude at 12:00 midnight on the following Sunday; or
 2. A twenty-one (21) day schedule consisting of seven (7) twenty-four (24) hour work shifts each followed by a forty-eight (48) hour non-work-scheduled period. For purposes of this work schedule the workweek shall commence at 8:00 a.m. Monday and conclude at 8:00 a.m. the fourth Monday following the commencement of such schedule; or
 3. Any other regular schedule determined by the Fire Chief, which shall be in conformance with the Federal Fair Labor Standards Act.

ARTICLE 21
SHIFT CHANGES

Employees shall have the right to exchange shifts subject, however, to the final approval or rejection of the Fire Chief.

ARTICLE 22
POSTINGS OF SCHEDULES

The Employer shall set up a master shift schedule for a thirty (30) day period for all employees. Such schedule shall be posted in convenient locations accessible to employees. Schedule shall show hours, days of work, and crew assignment.

ARTICLE 23
LONGEVITY PAY

Each employee shall receive longevity pay based on years of full-time active service with the department from the employee's full-time anniversary date. Each employee shall receive fifty dollars (\$50.00) for each two (2) years of completed service up to a maximum of ten (10) years. Thereafter, for years of completed service, the employee shall be entitled to an additional one hundred dollars (\$100.00) for each two (2) years of completed service, without limitation. Payment of service credit is based on total completed years of full-time active service. Payment of the service credit will be granted on the first regular pay in December of each year following the date the employee has completed the required years of active service.

ARTICLE 24
ATTENDANCE INCENTIVE PAY

- A. Each full-time employee shall be paid an incentive award for work attendance as follows:
- Perfect Attendance - \$160.00
Absence of one shift (or any part thereof) - \$80.00.
- B. The incentive award shall be calculated on a semi-annual basis of six (6) consecutive months commencing January 1 and continuing for each six (6) month period thereafter.
- C. Employees absent from work due to vacation, holiday, funeral leave, military leave, attendance at approved seminars and training functions or due to an on-duty injury shall not be considered absent from work for the purpose of this benefit.

ARTICLE 25
UNIFORM ALLOWANCE

- A. The Employer shall supply each employee with the approved structural fire-fighting clothing and safety equipment deemed necessary by the Fire Chief at no cost to the employee.
- B. The Employer shall provide each employee an annual clothing allowance of six hundred dollars (\$600.00).

- C. The Employer shall provide all newly hired employees with all necessary clothing deemed necessary by the Fire Chief, to perform the employee's duties. These purchases must be approved by the Fire Chief.

ARTICLE 26
MILEAGE ALLOWANCE

Employees required to use their private automobiles for Fire Department business shall be compensated therefore in accordance with the current Employer policy affecting all Township employees.

ARTICLE 27
VACATION LEAVE

- A. **Vacation Entitlement.** Each employee shall be eligible for vacation with pay after one (1) year service with the Employer. Vacation allowance shall be earned annually based on the following schedule:

<u>Completed Years of Active Service</u>	<u>Paid Vacation</u>
Less than 1 year	-0-
1 year but less than 7 years	2 weeks
7 years but less than 13 years	3 weeks
13 years but less than 20 years	4 weeks
20 years and over	5 weeks.

- B. **Selection of Vacation Time.** Selection of vacations shall be on a seniority basis. Employees' vacation requests shall be submitted with enough prior notice so that each crew is limited to only one (1) crew member off, on vacation, accumulated time or other scheduled time off. All requests shall be approved by the Fire Chief. No request shall be unreasonably denied. After an employee's vacation has been approved, it can be changed only by mutual consent.

- C. **Vacation Carryover.**

1. Vacation time shall be taken in the year of entitlement unless otherwise agreed upon by the Fire Chief or subject to the following Paragraph 3.
2. If a holiday occurs during the time in which a vacation is taken by an employee, the employee shall be granted eight (8) extra hours of vacation leave time.
3. Employee shall be able to carry over a maximum of one (1) week of vacation to the next year if that week is used on or before May 1 of that year.

D. Vacation Service Credit.

1. For purposes of determining vacation credits only, years of completed service shall be determined by the employee's date of full-time employment with the Employer plus additional vacation service credit calculated as follows:

Actual paid part-time service hours of the employee with the Employer prior to full-time employment shall be totaled and then divided by 520. The result shall be rounded to the nearest full number of additional completed years of vacation service credit granted to each Employee. In no event, however, shall an employee receive more than one (1) year of vacation credit in any calendar year. Any part-time employee of the Fire Department, appointed to full-time status after January 1, 2007, shall receive no more than one (1) week of vacation credit upon receiving full-time status with the Township Fire Department.

2. **Vacation time used as single days.** Vacation time up to two (2) weeks may be taken one (1) shift at a time; provided, however, that approval for such scheduling must be obtained from the Fire Chief seventy-two (72) hours in advance.

E. Vacation Time Off. Vacation time off shall be established for the work schedules as follows:

1. Forty (40) hour work schedule [Article 20 (b-1)]. Each week of vacation shall consist of five (5) eight (8) hour shifts.
2. Twenty-one (21) day work schedule [Article 20 (b)]:
 - a. First week - Three (3) twenty-four (24) hour shifts;
 - b. Second week - Two (2) twenty-four (24) hour shifts;
 - c. Third week - Two (2) twenty-four (24) hour shifts plus twelve (12) hours AT;
 - d. Fourth week - Two (2) twenty-four (24) hour shifts plus twelve (12) hours AT;
 - e. Fifth week - Two (2) twenty-four (24) hour shifts plus twelve (12) hours AT.
3. The AT placed in the employee's AT bank as a result of vacation time off shall not be counted for purposes of calculating the maximum hours of Overtime AT credit permitted in the employee's AT bank. A maximum of forty-eight (48) hours will be permitted in the employee's Vacation AT bank.

F.

Prior Unused Vacation Time. After twenty (20) years of service an employee may convert up to two (2) weeks, eighty (80) hours of vacation leave to cash or wages for a maximum of three (3) years. Otherwise, vacation time must be taken in the year of entitlement unless otherwise agreed upon by the Fire Chief.

ARTICLE 28
TUITION REIMBURSEMENT

The Employer will reimburse all employees for any costs incurred for books, fees, and tuition upon successful completion of courses related to the fire service provided the course is approved by the Fire Chief and Township Trustees in advance.

ARTICLE 29
HOLIDAYS

New Year's Day
Martin Luther King Day
President's Day (Washington/Lincoln)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- A. For each holiday not worked, regardless of the time of scheduled work, an employee will receive eight (8) hours of pay at the hourly rate for the employee's position calculated by dividing the annual wage for such position by 2080.
- B. For each holiday worked, regardless of type of schedule worked, an employee shall receive his regular hourly rate calculated for his work schedule times hours worked times one and one-half (1-1/2) plus eight (8) hours of pay at the hourly rate for the employee's position calculated by dividing the annual wage for such position by 2080.
- C. For employees working a forty (40) hour schedule, in the event a recognized holiday falls on a Saturday, the preceding Friday shall be observed, and in the event a holiday falls on a Sunday, the following Monday shall be observed. This provision is not applicable to employees working on a twenty-one (21) day schedule.
- D. For employees working a forty (40) hour schedule [Article 20 (b-1)] in order to be eligible for holiday pay, an employee must work his scheduled work day or period before and his scheduled work day or period after the holiday. This provision is not applicable to employees working on a twenty-one (21) day schedule [Article 20 (b-2)].
- E. For purposes of holiday pay the holiday shall encompass only the shift which includes the majority of the hours of the holiday date, i.e., for the twenty-four (24) hour shift, the holiday begins at 8:00 a.m. and ends the following day at 8:00 a.m.

ARTICLE 30
SICK LEAVE

- A. All employees shall earn sick leave in accordance with the provisions of the Ohio Revised Code Sections 124.38 and 124.39, except that sick leave shall not be earned for those hours spent on sick leave. These hours shall be accumulative without limit. Thirty-five percent (35%) of unused accumulated sick leave up to a maximum of one hundred (100) calendar days shall be paid to an employee upon retirement, resignation, for good cause, or death. Upon an employee's death, payment shall go to the surviving spouse or estate of the employee.
- B. This 35% of unused accumulated sick leave to a maximum of 100 days (800 hours) shall be reduced at retirement by any sick leave the employee elected to convert to Earnable Salary or wages and/or cash. Each employee is entitled to make such conversion election of up to a maximum of 120 hours each year for a maximum of three (3) years but only after twenty (20) years of service. Such conversion to Earnable Salary and/or cash is further limited by the 35% of unused accumulated sick leave in that 343 accumulated hours are needed to convert 120 hours at the time the conversion takes place. It is the intent of this preceding language that no employee shall receive more through the 3-year conversion option than the employee would have received at retirement had the employee not elected to do a conversion prior to retirement. Therefore, an employee who elects to maximize his conversion of 120 sick hours for 3 years to Earnable Salary shall have the 100 day maximum reduced to 55 days or 440 hours at retirement.
- C. Sick leave shall be used by the employee in accordance with Employer's policy applicable to all Township employees.

ARTICLE 31
COURT LEAVE

When a bargaining unit member makes a court appearance outside of normal working hours, the bargaining unit member shall be entitled to a minimum of 2.67 (2 hours 40 minutes) overtime credit to his or her AT bank. In the event such bargaining unit member is required to remain in court over 2.67 hours (2 hours 40 minutes), the bargaining unit member shall be entitled to overtime hours equal to actual hours spent in court added to the member's AT bank.

ARTICLE 32
MILITARY LEAVE

Any employee, who is member of a reserve force of the United States or of the State of Ohio and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Ohio, shall be granted a leave of absence during the period of such activity but not to exceed fourteen (14) calendar days in any calendar year. Such leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

ARTICLE 33
JURY DUTY

An employee required to be available for jury selection or service and not excused by virtue of his employment shall receive his regular daily wage for each day which would have been worked but for such jury participation. Any employee released from jury duty for any such day shall return to work for the balance of his work day or shift.

ARTICLE 34
EDUCATION LEAVE

Employees shall be granted leave with pay for educational purposes when required to attend planning committees, conferences, seminars, briefing sessions, or other functions of a similar nature, that are intended to improve, maintain, or upgrade the individual's certifications for Fire Department skills and professional ability, upon recommendation of Fire Chief and subject to prior approval of such leave by the Board of Township Trustees.

ARTICLE 35
INJURED ON DUTY LEAVE & TRANSITIONAL WORK

Section 1. Injury on Duty Leave. When a bargaining unit employee is injured in the line of duty while actually working for the Township on assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D), provided that he completes all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 2 and there shall be no loss of benefits provided by this agreement during the period of I.O.D.

Section 2. Eligibility Requirements. To be eligible for injured on duty leave, the employee shall:

1. Follow the Incident Reporting Policies, which have been discussed with the Union prior to implementation.
2. Submit a completed and signed internal incident report containing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.
3. Furnish the Township with a signed Austintown Township Authorization(s) to Release Medical Information relevant to the claim.
4. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

5. Provide a medical certification and seek treatment from a physician on the list of Township approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

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

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

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

Section 6. Denial of Claim/Reimbursement. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee shall reimburse the Township for any amounts paid pursuant to this section. The Township may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods.

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

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

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

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

The Township will determine if the employee is eligible for assignment to the Transitional Work Program. The Township will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The assignment of the employee

will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes in the C.B.A. and will be discretionary assignments by the Township. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.

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

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

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

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

ARTICLE 36
LEAVE OF ABSENCE

- A. All employees may request one (1) Leave of Absence, during this Agreement from the Fire Department, without pay and benefits for a period not to exceed ninety (90) calendar days without loss of rank or seniority. No more than one (1) employee can take this leave at a time, and during the absence of the employee the Employer may fill the employee's position with a part-time non-bargaining unit employee. Any employee granted a leave of absence may continue to receive the benefits provided by the Township during such absence, by paying in advance to the Clerk of the Township, the cost of such benefits.
- B. Request for leave shall be submitted to the Fire Chief for recommendation. Final approval or rejection shall be determined by the Board of Trustees.

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ARTICLE 37
PERSONAL AND EMERGENCY LEAVE

- A. Each full-time employee, after one (1) year of service within his department, shall be entitled to two (2) personal day per year. Prior notice by the end of the requesting employee's last scheduled shift is required except in cases of an emergency when notice shall be given to the Fire Chief or officer in charge as soon as possible.
- B. Unused personal days shall carryover into the next year.

ARTICLE 38
HEALTH BENEFITS

Section 1. Medical Insurance. The Employer shall provide coverage to all full-time bargaining unit members represented by IAFF comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plan selected by the insurance committee under this article. The applicable plan offering(s) 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. Contribution Rates for Township Coverage. The parties shall continue to contribute to insurance in the same manner as was being done on December 31, 2009, until July 1, 2011. Effective July 1, 2011, the parties shall contribute the following amounts toward the monthly premiums for health care coverage provided by the Austintown Township Board of Trustees as follows:

<u>PPO Plan Coverage</u>	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$ 379.80	\$ 42.20	\$ 422.00
Employee/Child(ren)	\$ 694.80	\$ 77.20	\$ 772.00
Employee/Spouse	\$ 795.60	\$ 88.40	\$ 844.00
Family Contribution	\$ 1,120.50	\$124.50	\$1,245.00

<u>HSA Plan Coverage</u>	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$ 294.30	\$ 32.70	\$ 327.00
Employee/Child(ren)	\$ 541.80	\$ 60.20	\$ 602.00
Employee/Spouse	\$ 588.60	\$ 65.40	\$ 654.00
Family Contribution	\$ 868.50	\$ 96.50	\$ 965.00

Should the plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Section 3. Township HSA Contributions. The Township will establish an HSA account for each bargaining unit member covered by its HSA plan and contribute the following annual amounts to each member's respective account based upon the applicable coverage:

	<u>Annual Contribution Amount</u>
Single Coverage	\$1400.00
Employee/Child(ren) Coverage	\$2800.00
Employee/Spouse Coverage	\$2800.00
Family Coverage	\$2800.00

Annual contributions shall be credited to the employee's HSA account effective January 1 of each year. Any employee that separates from service with the Employer during the course of the year shall have his annual contribution prorated on a monthly basis so that any overpayment amount is deducted from the employee's final severance check. Employees may elect to

supplement the above Township contribution, subject to the IRS maximum limits, through the execution of a pre-tax payroll deduction form.

Section 4. Carrier Changes for Township Coverage. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to provide notice to the Union through the Insurance Committee in advance of such action.

Section 5. Insurance Committee/Insurance Changes for Township Coverage. The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the Township bargaining units having members receiving insurance benefits through the Township insurance plan, one (1) or two (2) representative of the Board/designee, whichever is needed for an odd number, and one (1) representative of the Township Clerk/designee. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

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

Section 6. Committee Recommendations for Township Coverage. Recommendations of the committee cannot be unilaterally changed by the Township. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by June 1 or thirty (30) days prior to renewal for the following plan year, the Township may unilaterally adjust the benefit levels if required to stay within the costs set forth in Section 2. If the committee is going to recommend that the Township go out for bid for the following year, the committee must provide the Township with the necessary information by April 1 preceding the plan year for which bids are taken. *J. Pele MBQ 4-6-11*

Section 7. Opt-Out. An employee may elect to “opt-out” of the Township’s health care plan. The employee is eligible to receive \$100.00 per month, minus taxes, to be paid bi-weekly. Proof of other insurance must be submitted to the Township.

Section 8. Employee Costs. Employees shall contribute pre-tax dollars towards the cost of their hospitalization, vision, and dental group insurance.

Section 9. Life Insurance. The Employer will provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of fifty thousand dollars (\$50,000.00) for all employees during the term of this Agreement.

Section 10. Coverage Continuation Options for Township Coverage.

- A. Your individual and your family coverage terminates on your last day of work when you cease to be an employee of the Township. You have the privilege of continuing your Medical Insurance coverage for the number of months prescribed by law if you pay the full premium payment in advance to the Employer. You have thirty-one (31) calendar days from the end of the continuation period to convert to an individual policy with the insurance company. Coverage is strictly between the insurance company and the former employee.
- B. If you cease work because of layoff, the following provisions will be applicable to your coverage under the benefit programs. Your individual and your family Medical Insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month in which you last worked. If you have not returned to work at the end of such period your individual and your family medical coverage terminates subject to the “Continuation” and “Conversion Privilege” described above.
- C. If you cease work because of non-occupational disability, your individual and your family Medical Insurance will be continued during absence due to such disability up to a maximum of three (3) months from the end of the month in which you last worked.
- D. If you cease work because of occupational disability, your individual and your family Medical Insurance will be continued during absence due to such disability, up to a maximum of twelve (12) months from the end of the month in which you last worked but in no event more than the end of the month for which statutory compensation payments terminate.
- E. If you cease work because of a requested and granted leave of absence, your individual and family coverage terminates on your last day of work prior to such leave. You have the privilege of continuing your coverage for benefits provided by the Township during such leave of absence by paying in advance to the Clerk of the Township, the cost of such benefits.
- F. If you return to work following an absence on account of layoff, leave of absence, or disability during which your coverage under the insurance programs shall have terminated, all your coverage under the insurance programs will be reinstated on the date you return to work.

ARTICLE 39
PENSION AND RETIREMENT

All employees shall be placed into the Police and Fire Pension Fund at the rate required by this Fund.

ARTICLE 40
SAFETY AND HEALTH

- A. Equipment. The Employer agrees to furnish, and to maintain at its cost in safe, working order, all tools, facilities, vehicles, supplies, equipment, all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment necessary to preserve and protect the safety and health of the employee.
- B. Physicals. All physicals required by the Employer shall be at no cost to the employee if done by the Township physician, and if the physical is taken during working hours, it shall be taken without loss of pay. All medical records shall be kept confidential.
- C. Alcohol and Drug Testing.
1. Policy Statement. Both the Union and the Employer recognize illegal drug usage as a threat to the public safety and welfare and to the employees of the Fire Department. Thus, the Fire Department will take the necessary steps, including drug testing, to eliminate such illegal drug usage. The parties agree to take the necessary steps to comply with the BWC Drug Free Workplace Program. The goal of this policy is prevention and rehabilitation rather than termination.
 2. Definitions.
 - a. The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code, and alcohol.
 - b. The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
 - c. The term “drug test” means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to procedures and a chain of custody established by the Fire Department Policy on Testing.
 3. Notice and Education of Employees Regarding Drug Testing.
 - a. There will be a ninety (90) calendar day education and information period prior to the testing under this policy for employees.

- b. All employees will be informed of the Fire Department's testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use. All new firefighters will be provided with this information when initially hired. No current employee shall be tested until this information has been provided.

4. Basis for Ordering Employee to be Tested for Drug Use.

Employees may be tested for drug abuse during working hours under any of the following conditions:

- a. Where there is a reasonable suspicion that the employee to be tested is using or abusing illegal drugs, such reasonable suspicion must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using or abusing illegal drugs.

Two examples of when reasonable suspicion shall be deemed to exist are when there has been a serious on-duty injury to an employee, or another person, the cause of which is otherwise unexplained; and when an employee, while driving an Employer vehicle, becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence of substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations which give rise to reasonable suspicion of abuse. A supervisor or the Fire Chief, when ordering an employee to take a drug test, shall give the Fire Chief, in writing, his or her "reasonable suspicions" reasons for ordering the test.

- b. Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Fire Department.
- c. Upon return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, the employee shall be required to undergo three (3) urine tests within the one (1) year period starting with the date of return to duty.
- d. Pursuant to a Township wide Random Drug Testing Program. When the sample is taken it shall be split with one (1) portion used for testing and the other portion preserved at a mutually agreed upon qualified location.

5. Urine Samples.

- a. Specimen collection will occur in an appropriate internal setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- b. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.
- c. The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician prior to and at the time of the test.
- d. The employee designated to give a sample must be positively identified prior to any sample being taken.
- e. Specimen samples shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.
- f. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.

6. Testing Procedures.

- a. The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.
 - i Initial screening step; and
 - ii Confirmation step.
- b. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather, it will be classified as confirmation pending. When a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed

by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

7. Disciplinary Action. Employees who, as a result of being drug tested, are found to be using illegal drugs can be subject to dismissal. Voluntary submission to a treatment program can be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing alcohol or drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of abuse of alcohol or of legally prescribed drugs. Refusal to submit to a drug test, or adulteration of, or switching a urine sample, may also be grounds for dismissal.
8. Right to Appeal. An employee disciplined as a result of a drug test has the right to challenge the results of such drug test through the grievance procedure provided in this Agreement.
9. Voluntary Participation in a Dependency Program. Employees who may be drug-dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employer through the medical insurance program. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.
 - a. Participation in the Employee Assistance Program is voluntary and strictly confidential. Under these provisions, neither the Employer, the Fire Department, nor any unit or entity within shall access the program's files or records. However, the Fire Chief or his designee shall be advised by the assistance program director when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in case of disciplinary action.
 - b. Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized abuse program monitored by the Fire Chief or his designee and shall be required to undergo three (3) urine tests within the one (1) year period starting from the date of return to duty. Urine tests will be conducted immediately upon request without delay.
 - c. If an employee has returned to duty following rehabilitative treatment and subsequently is determined to have again used illegal drugs, the Fire Chief shall have sole discretion in determining whether the Employee involved shall again have additional rehabilitative treatment.
 - d. Illegal drug use or participation in any substance abuse rehabilitation program will not preclude disciplinary action against officers for any law

or rule violation even though such law or rule violation may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

- e. The Employer and the Union shall meet and agree upon the details and language whereby the members of the Union and all other employees of the Austintown Township Fire Department, including all full and part-time employees shall be subject to random drug testing procedures in accordance with a random selection procedure and policy to be agreed upon by the parties.

D. Inoculations/Testing. The Employer shall provide all inoculations and tests to all bargaining unit employees for Hepatitis, Tuberculosis, and related expenses within sixty (60) days of the signing of this agreement. A new hire will receive all inoculations within ten (10) days of hire.

ARTICLE 41 **MEDICAL PERSONNEL AT FIRE SCENE**

The Employer agrees that it will request that an ambulance with trained medical personnel and life support equipment be present at the scene of all fires and emergencies.

ARTICLE 42 **SANITATION, MAINTENANCE AND UPKEEP**

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Employer furthermore agrees to supply all cleaning supplies and equipment necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

ARTICLE 43 **SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 44 **SAVINGS CLAUSE**

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining part or portion of this Agreement, if possible, shall be changed by mutual consent within thirty (30) days of finding the conflict.

ARTICLE 45
GENDER

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 46
APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be numbered (or lettered), dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 47
EMPLOYEE FILE

- A. All employees shall have the right to review their personnel file(s), and no request shall be unreasonably denied. Such review shall be done in the presence of and at the convenience of the Fire Chief.
- B. Unless otherwise provided by law, no one shall have the right to review an employee's file without his written authorization with the exception of the Fire Chief and the Employer.
- C. The only information that may be released shall be the employee name, place of employment, date of employment and job classification, without prior written authorization of the employee.

ARTICLE 48
MINIMUM MANNING

Section 1. The Township shall operate each truck in service with a minimum of two (2) bargaining unit members assigned to each truck. The Township reserves the right to determine how many trucks shall be in service at any given time.

Section 2. Out of Rank Pay when Manning Two Stations. This language does not apply if the Employer is manning only one station. Any time a bargaining unit employee replaces another bargaining unit employee of a higher rank, i.e., lieutenant replacing captain, the employee shall receive the higher rank pay (referred to as out-of-rank pay). If a higher rank replaces a lower rank, i.e., captain replacing firefighter, the higher rank will be paid the lower rank pay at time and one-half (1-1/2) at the 2756 rate and must take pay and has no right to AT.

ARTICLE 49
PROGRESSION TO LIEUTENANT/INSPECTOR

Progression to the Lieutenant/Inspector rank shall occur after a firefighter has achieved four (4) years of full-time service with the Township with at least two (2) of those years as a

Firefighter/Inspector. In the event a Lieutenant/Inspector who has achieved the rank of Lieutenant pursuant to the preceding sentence transfers out of Inspection, then such Lieutenant shall return to the rank of Firefighter. Should said firefighter thereafter return to Inspection, he shall return to the rank of Lieutenant.

ARTICLE 50
AMBULANCE

The Employer shall not during the term of this Agreement require firefighters to respond to medical calls in ambulances. All responses to medical calls by firefighters shall occur in Fire suppression apparatus as in the past.

ARTICLE 51
DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, 2011, and shall remain in full force and effect until March 31, 2014.

SIGNATURE PAGE

Signed and dated at Austintown, Ohio, on this 28 day of March, 2011.

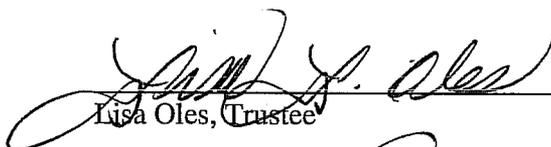
For Austintown Township



Jim Davis, Trustee



David C. Ditzler, Trustee



Lisa Oles, Trustee



Michael Dockry, Township Administrator

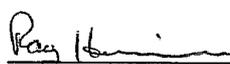


Michael D. Esposito, Chief Negotiator
Clemans, Nelson & Associates, Inc.

For the Union



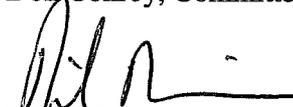
Dave Schertzer, President



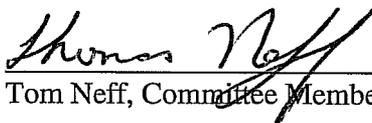
Ray Harnevious, Vice-President



Don Conroy, Committee Member



Mike Maiorana, Committee Member



Tom Neff, Committee Member

SIDE LETTER #1
WAGE SCHEDULE ADMINISTRATION

Section 1. All firefighters hired prior to April 1, 2011, shall continue on the below wage scale until reaching the top firefighter rate. At that time they shall be transferred over to Step 7 of the Firefighter Wage Scale identified in Article 19, Salaries and Compensation. The wage schedule prior to transfer is listed below:

Classification	Service Time	Annual Salary
Firefighter	0-1 Year	\$28,840.00
Firefighter	1-2 Years	\$32,960.00
Firefighter	After 2 Years Completed	\$46,760.30

SIDE LETTER #2
LUMP SUM COMPENSATION

In lieu of general wage increases, the parties agree that current bargaining unit members shall receive annual lump sum payments in the amount of seven hundred fifty dollars (\$750.00) for each year of the Agreement. Payments shall be made in the first pay period in December for each year of the Agreement. A member that retires during a calendar year who has worked less than six (6) months will receive three hundred seventy-five dollars (\$375.00) for that year. If a member works more than six (6) months the full-amount shall be given.

SIDE LETTER #3
2011 HSA CONTRIBUTION AMOUNTS

Section 1. HSA Contributions. For the year 2011 only, the HSA contribution for members enrolling in the plan for the first time effective July 1, 2011, shall be half of the amount listed in the insurance article of the parties' Agreement. For subsequent years the contributions shall be according to the parties' Agreement.

Section 2. Limited Self-Insurance for 2011. In order to bridge the funding gap between the prorated amount for 2011 funding as provided for in Section 1, the parties agree as follows:

- a. **Single Plan Members.** After a single member enrolling in the HSA for the first time effective July 1, 2011, has incurred costs in excess of eight hundred fifty dollars (\$700 + \$150 premium credit = \$850.00), the Township shall self insure the next five hundred and fifty dollars in actual costs incurred. (\$850 EE obligation + \$550 Township Self-Insured Amount = \$1,400.00)
- b. **Other Plan Members.** After a member enrolling in the HSA for the first time effective July 1, 2011, has incurred costs in excess of one thousand seven hundred dollars (\$1,400 + \$300 premium credit = \$1,700.00), the Township shall self insure the next one thousand one hundred dollars in actual costs incurred. (\$1,700 EE obligation + \$1,100 Township Self-Insured Amount = \$2,800.00)

Section 3. Costs/Documentation. Costs in excess of the funding amount (i.e., \$1,400/\$2,800) are the employee's responsibility in accordance with the applicable plan. All expenditures submitted for self-insurance reimbursement must be eligible for HSA expenditure in order to qualify. Further, all expenditures submitted for reimbursement must be properly documented in order to qualify for self-insurance reimbursement. Any monies paid under this side letter shall be done as an additional HSA contribution.

Section 4. Expiration. This side letter shall only apply to the 2011 year and shall expire December 31, 2011.

APPENDIX A
INSURANCE BENEFITS SCHEDULE

APPENDIX B
IOD/WORKERS' COMPENSATION PROVIDERS

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

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

WorkMed – Austintown

Emergency Care suspected fractures or trauma

St. Elizabeth – Austintown, Youngstown or Boardman
Forum Health – North Side Hospital

specialized care

Orthopedic surgery

Joseph Stefko
James Solmen
James Boniface
Raymond Duffett
Leslie Schwendeman
Thomas Joseph
Michael Stanich

Michael Keith
Stephen Lacey
John Sontich
Alan Wilde
James Jamison
John Biondi
Kerwyn Jones

Anthony Miniaci

Spinal or neurosurgery

Paul Pagano
Douglas Musser
Iain Kalfas
Brian Brocker
Morris Pulliam
Joel Siegal

Brian Brocker
Gordon Bell

General Surgery

Mounir Awad
Peter Devito
Salim El Hayek

Physical Medicine/Rehab

Michael Engle
Ronald Yarab

Podiatry

Lawrence Didomenico
William Diorio
Kenneth Emch
John Flauto
Lawrence Karlock

E D Podolsky
Gene Pusateri

2/18/2011

John Kunkel.
Kwame Williams

Psychiatry/Psychology
Anil Nalluri
David Chiarella

Chiropractic
Patrick A Lalama
Thomas Yankush – physical therapy onsite
Joseph DiDomenico – physical therapy onsite
Christopher Clautti

Dermatology
John Bernat
Patrick Shannon
Anthony Mehle

Ear Nose and Throat
John Babyak
Richard Pearlstein
Eugene Potesta
Escarlito Sevilla

Ophthalmology
Hai Shiuuh Wang
Lyn Yakubov
Maureen Matthews

Oral Maxillofacial
Mark Billy
Craig Wagley