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**AGREEMENT BETWEEN**

**THE BAZETTA TOWNSHIP BOARD OF TRUSTEES**

**AND**

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL #3703**

**EFFECTIVE**

**JANUARY 1, 2011**

**TO**

**DECEMBER 31, 2013**

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**Article 1**  
**Preamble**

**Section 1.1 - Preamble.** This Agreement is entered into by and between Bazetta Township Trustees, hereinafter referred to as the "Employer", and Local #3703 of the International Association of Firefighters, hereinafter referred to as the "Union". It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, and to provide for equitable and peaceful adjustments of differences, which may arise, and to establish full and complete agreement governing the wages, hours, terms, and other conditions of employment.

**Article 2**  
**Union Recognition**

**Section 2.1.** The Employer recognizes the IAFF as the sole and exclusive representative for those employees in the bargaining unit listed in Section 2.2. Whenever used in this Agreement, the term "bargaining unit" and/or "employee" shall be deemed to include those individuals employed full-time by the Employer in the classifications listed in Section 2.2.

**Section 2.2.** Included:

All full-time Captains, Lieutenants, Firefighters, EMT-A, EMT-I, Paramedics, Squad Commanders

Excluded:

All part-time Captains, Lieutenants, Firefighters, EMT-A, EMT-I, Paramedics, Squad Commanders, Chief, Assistant Chiefs, Volunteers, Secretaries, Reserves

Notwithstanding the provisions of this article, Management, confidential, professional, fiduciary, supervisory, office, part-time, students, temporary, and seasonal employees shall not be included under the terms of this agreement.

**Section 2.3.** If during the life of this agreement the Employer wishes to establish the use of a new rank or position, the parties shall meet to determine whether or not such rank or position is to be included in the bargaining unit. In the event the parties are unable to reach an agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for disposition. If the

new rank or position is to be included in the bargaining unit, the parties shall meet to negotiate wages, hours, terms and other conditions of said position.

### **Article 3 Non-Discrimination**

**Section 3.1:** The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer of the Union against any employee because of Union membership or non-membership, or because of legal employee activity or representation in an official capacity on behalf of the Union.

**Section 3.2:** All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **Article 4 Union Representation**

**Section 4.1:** The Employer agrees to admit not more than two (2) non-employee Union representatives, unless mutually agreed otherwise, to the Employer's facilities.

The Union representative shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer except in emergency situations whereby the twenty-four (24) hour notice shall be waived. Upon arrival, the Union staff representative(s) shall identify himself to the Employer or the Employer's designated representative.

**Section 4.2:** The Employer shall recognize one (1) employee and one (1) alternate, defined as Union President and Union Vice President, to act as Union Steward for the purpose of processing grievances in accordance with the grievance procedure. The alternate shall be recognized as the steward when the regular steward is the grievant or the subject of disciplinary action, or when the steward is otherwise unavailable. If a grievance hearing or other meeting is scheduled by the Employer during the steward's regular work shift, the steward shall not suffer any loss of straight time pay for attendance of such meeting.

**Section 4.3:** The Union shall provide to the Employer an official roster of its staff representatives and local Union steward which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home Telephone number
4. Union Office held

No employee shall be recognized by the Employer as a Union steward or an alternate until the Union has presented the Employer with written certification of that person's selection.

**Section 4.4:** The investigation and the submission of a grievance may occur during the steward's and/or the grievant's duty hours, provided:

1. There is no disruption of the Department's or the affected employee's regular duties or responsibilities;
2. A reasonable amount of time, as determined by the Fire Chief; and,
3. The affected parties are available (i.e. Fire Chief and Fiscal Officer).

**Section 4.5:** Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work of other employees. The Union further agrees not to conduct Union business between the hours of 8:00 AM to 4:00 PM, except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the officer in charge, of the nature of the Union activity.

**Section 4.6:** The Union shall be permitted to use the Fire Department facilities to conduct the monthly Union meetings provided there is space available. Such meetings shall take place at a time/date mutually agreed to by the Union and the Employer. Further, the meeting shall be of a reasonable duration and will not interrupt the usual/normal services and duties of employees.

## **Article 5 Management Rights**

**Section 5.1:** The Township of Bazetta retains the right and responsibility to:

- 1) 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 public employer, the standard of service, its overall budget, utilization of technology, and organizational structure.
- 2) Direct, supervise, evaluate or hire employees.
- 3) Maintain and improve the efficiency and effectiveness of governmental operations.
- 4) Determine the overall methods, process, means, or personnel by which governmental operations are to be continued.
- 5) Determine the adequacy of the workforce.
- 6) Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote or retain employees.
- 7) Determine the overall mission of the Employer as a unit of government.
- 8) Effectively manage the work force; and, take actions necessary to carry out the mission of the public employer as a governmental unit.

**Section 5.2:** The employees recognize the rights and responsibilities of the Township as set forth above, and all other rights and responsibilities of the Township not specifically modified by this agreement which shall remain the exclusive function of the Township.

## **Article 6 Bulletin Board Space**

**Section 6.1:** The Employer agrees to provide space for a bulletin board in the private quarters of the two (2) facilities for the use of the Union.

**Section 6.2:** Union notices which appear on a bulletin board shall be signed, posted, and removed by a local Union officer.

## **Article 7 Rules and Regulations**

**Section 7.1:** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies, and procedures consistent with Employer's statutory authority to regulate conduct of employees while in

performance of their assigned duties or in any representative capacity of the Township, or in the conduct of the Employer's services and programs.

**Section 7.2:** Copies of written work rules, policies, and directives or amendments herein, promulgated following the effective date of this agreement, will be furnished to the Union prior to the effective date of implementation. The Employer/Designee(s) will meet with the representatives of the Union to discuss the effects of any new or modified (of current) work rules, regulations, policies or procedures, upon the bargaining unit employees. Such work rules, regulations, policies and procedures shall be distributed to the affected employees and/or posted on department bulletin boards prior to the effective date.

**Section 7.3:** The Employer/Fire Chief may, in an emergency situation, implement a work rule, regulation, policy or procedure to rectify a situation. However, following the resolution of the emergency, the Employer will meet with representatives of the Union pursuant to the provisions contained in Section 2 of this article.

**Section 7.4:** The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

## **Article 8 Dues Deduction**

**Section 8.1** The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

**Section 8.2:** The Employer agrees to deduct regular Union membership dues in equal amounts per pay period from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the payroll authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the Employer.

**Section 8.3:** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Secretary/Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 8.4:** The Employer shall be relieved from making such individual “check off” deductions upon an employee’s (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or, (6) resignation by the employee from the Union.

**Section 8.5:** The Employer shall not be obligated to make dues deductions from any employee, who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 8.6:** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 8.7:** The rate at which dues are to be deducted shall be certified to the Fiscal Officer by the Secretary/Treasurer of the Union during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in an individual’s dues deductions.

**Section 8.8:** Except as otherwise provided herein, each eligible employee’s written authorization for dues deductions shall be honored by the Employer for the duration of this agreement.

## **Article 9 Health and Safety**

**Section 9.1:** The Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for all employees. The employee(s) and the Union accept the responsibility to maintain the Department’s equipment and work area in a safe and

proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Chief/designee as soon as said unsafe working conditions are known. The Chief/designee will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by bargaining unit employees.

**Section 9.2:** Within sixty (60) calendar days following the execution of this agreement, as Safety Committee shall be formed. Two (2) individuals from the Union and two (2) individuals designated by the Township shall comprise the Committee.

It is understood that the Committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review all outstanding health and safety complaints and make recommendations for corrective action.
2. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of Employees or others.
3. Make recommendations regarding safety training programs and amendments, modifications, or additions to the Department's safety manual and the safety of equipment to be purchased.
4. Make recommendations as they deem necessary regarding safe working practices and methods, equipment, tools and facilities, including health and safety education, first aid, defensive driving, CPR, and other programs to enhance the safety of others and services to the citizens of the Township.

The committee shall meet quarterly to discuss the above-referenced items. Union representatives shall not suffer any loss of pay for time spent in these meetings. Written recommendations agreed upon shall be forwarded to the Board of Trustees within ten (10) calendar days following such meeting(s) for review by the Board.

## **Article 10** **No Strike/No Lockout**

**Section 10.1:** The Township agrees that it will not institute for any cause a lock-out during the term of this agreement.

**Section 10.2:** The Union agrees there will be no strike or work stoppage during the term of this agreement.

## **Article 11 Personnel Files**

**Section 11.1:** It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, books, documents, and property pertaining to the Township and/or Fire Department. However, every employee shall be allowed to review his personnel file upon written request to the Employer and in the presence of the Chief or designee. A Union representative may also be granted access to review the employee's file where such access is authorized in writing in advance by the employee. The Employer agrees to provide an employee with an advance notice of an individual's (other than described herein) request to review that employee's personnel file.

**Section 11.2:** If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum, limited to two (2) 8-1/2 x 11 sheets of paper, to the Chief or his representative explaining the alleged inaccuracy. If, upon investigation, the Chief or his representative sustains the allegations, he shall do one of the following:

1. The employee's memorandum shall be attached to the material in question and filed with it, and the Chief or his representative may note thereon his concurrence;
2. The Chief or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal and will dispose of such material in accordance with applicable law; and,
3. The employee's social security number and any medical records or references shall be removed before viewing.

**Section 11.3:** The employee shall be provided a copy of any/all documents placed in his personnel file at the same time such document is made part of the employee's personnel file.

## **Article 12 Labor Management Conference**

**Section 12.1:** In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those

representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than semi-annually, unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiation meetings.

**Section 12.2:** The purpose of such meeting shall be limited to:

1. Discuss the administration of this agreement;
2. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
3. Disseminated general information of interest to the parties;
4. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
5. Discuss ways to increase productivity and improve efficiency;
6. Consider and discuss health and safety matters relating to employees;
7. Discuss matters pertaining to the administration of the non-discrimination provisions of this agreement; and,
8. Review and discuss, when applicable, update(s) of the SOP manual.

**Section 12.3:** There shall be no more than three (3) Union representatives in attendance at the Labor-Management Conference. There shall be nor more than three (3) Employer representatives at the conference. Union representatives shall not suffer any loss of pay for time spent in these meetings.

### **Article 13 Corrective Action**

**Section 13.1:** No non-probationary employee shall be disciplined, reduced in pay, suspended or removed except for just cause.

**Section 13.2:** Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 13.3:** Prior to any disciplinary action taking place that may result in reduction, suspension, or termination; the employee shall receive a notice of alleged misconduct. Said notices shall state the alleged misconduct by the employee including dates, times, and places, and shall be provided to the employee within forty-five (45) calendar days following the date the Chief/designee becomes aware of such misconduct (twenty-one [21] days for verbal/written warnings). At any informal meeting, the affected employee shall be given an opportunity to respond to the specific charges. The informal meeting may be conducted by a person designated by the Employer. Prior to the informal meeting, the employee may elect to waive, in writing, participation in the meeting.

The employee shall be advised in writing that he is entitled to Union representation at the informal meeting.

**Section 13.4:**

1. Should an employee wish to respond to the charges, he shall be entitled to represent himself or be represented by a Union representative.
2. Upon conclusion of the meeting or upon the receipt of the written waive by the employee, if the Employer/designee believes that just cause exists, discipline will be imposed. The affected employee shall be notified in writing of the discipline. The disciplinary action may be subject to appeal through the grievance procedure, filed at Step 1 Board of Trustees, within five (5) working days following the day the employee receives the final notice of discipline.
3. No recording devices or stenographic record shall be used during questioning unless agreed to mutually by the parties. The employee will be supplied with a copy of the transcript is requested. The cost of the transcript will be borne by the party requesting the copy of the transcript.

An employee may resign at any time following the receipt of a notice of discipline. Any such resignation will be processed in accordance with the Employer's rules and regulations, and the employee's employment shall be terminated.

**Section 13.5:** Where the Employer seeks a penalty the imposition of a suspension without pay, a demotion, or a removal from service, notice of such discipline shall be made in writing and served on the employee personal, or by registered or certified mail, return receipt requested, within five (5) calendar days after the meeting or waiver of such meeting, as provided in this section.

**Section 13.6:** An employee may be placed on administrative leave with pay at any time during the disciplinary investigations, if the Employer at its sole discretion determines that it is necessary.

**Section 13.7:** Corrective action regarding verbal and/or written warnings shall cease to have force and effect after eighteen (18) months following the issuance of such actions, unless a similar offense(s) occurs within that eighteen (18) month period. In such instance, the reprimands from these similar offenses shall remain in force and effect for a two (2) year period.

Corrective action regarding suspensions and/or demotions shall cease to have force and effect after a thirty (30) month period following the effective date of such demotion or suspension, unless a similar offense occurs within that time period. In such instance, the thirty (30) month period shall begin on the date the last/latest demotion or suspension occurred.

Once any of the above corrective action documents cease to have force and effect, such action shall be removed from the employee's personnel file in accordance with applicable law.

## **Article 14 Grievance Procedure**

**Section 14.1:** The term 'grievance' shall mean any dispute between an employee and the Employer or its representative involving the interpretation or application of this collective bargaining agreement, resolutions of the Township related to or matters involving discipline, discharge, or safety and welfare.

**Section 14.2:** All grievances must be processed at the proper step in order to be considered at subsequent steps.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved upon the Employer's last answer.

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

**Section 15.3:** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of

grievances at the earliest step possible. In furtherance of this objective, the follow procedure shall be followed:

### **STEP 1**

In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union representative, if the former desires, must identify the alleged grievance in writing to the Chief, or a Trustee when the Chief is unavailable, within fifteen (15) calendar days of the occurrence, or the employee's reasonable knowledge of the occurrence, that gave rise to the grievance.

The Chief shall respond in writing to the grievance within five (5) calendar days following the date the alleged grievance was discussed by the parties. Should the Chief's response not resolve the grievance, the employee shall reduce the grievance to writing and with five (5) calendar days submit the grievance to the Board of Trustees or its designee.

The Chief's response, as described herein, shall contain at least one (1) Trustee's signature when the alleged grievance involves discipline or issues related to compensation.

Step 1 shall apply only after the alleged grievance is discussed with the Chief/designee.

### **STEP 2**

Upon receipt of the grievance, the Board, or its designee, shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative, if the former desires. The Board or its designee shall investigate and respond to the grievant and/or appropriate Union representative within fourteen (14) calendar days.

### **STEP 3**

If the grievance is not satisfactorily settled at Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request of arbitration must be submitted with fourteen (14) calendar days following the date the grievance was answered at Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits

prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Upon receipt of a request for arbitration, the Employer or its designee and the representative of the Union shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. Prior to striking, each party shall have the option to completely reject the list of names provided by the FMCS and request another list. The parties then shall use the alternate strike method from the accepted list. The moving party shall be the first to strike a name from the list, then other party shall strike a name, and the parties will alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinions which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

the arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding.

All costs directly related to the services of the arbitrator shall be paid by the losing party. Any cost involved in obtaining the list(s) shall be borne by the moving party.

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

**Section 14.4:** All grievances must contain, within reason, the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;
8. Specific articles and sections of the agreement violated; and,
9. Desired remedy to resolve the grievance.

**Section 14.5:** A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 14.6:** Any grievance that originates from the Board's level may be submitted directly to the Board of Trustees.

**Section 14.7:** The Employer shall provide the Union with a list of Management's designated representative for each step of the grievance procedure.

## Article 15

## **Seniority**

**Section 15.1:** “Seniority” shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer, defined as the Bazetta Township Fire Department.

**Section 15.2:** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 15.3:** Employees shall lose all seniority and employment rights upon any of the following:

1. Discharge;
2. Retirement;
3. Layoff in excess of twenty-four (24) months;
4. Failure to return to work within seven (7) days after responding to notice of recall from layoff, unless the failure to return within such days is not within the control of the employee, or within such days the employer agrees to an alternate date for the employee to return to work; and,
5. Resignation from employment with the Employer, except as noted in ‘4’ below.

**Section 15.4:** The following situations shall not constitute a break in continuous service and an employee shall continue to accrue seniority:

1. Absence while on an approved leave of absence;
2. Absence while on an approved sick leave or disability leave;
3. Military leave in accordance with applicable state and/or federal law;
4. Re-employment/reinstatement within ninety (90) calendar days following an employee’s resignation date; however, no seniority is accrued /earned during the ninety (90) day period.

**Section 15.5:** The Employer shall post a seniority list in the Department and update said list when appropriate.

## **Article 16 Probationary Periods**

**Section 16.1:** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day the employee begins to perform the duties of the classification in to which he is hired and earn compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period, as described herein, and shall not have appeal rights of this termination.

Nothing contained herein shall be interpreted as prohibiting the Chief from assigning these individuals to overtime opportunities due to the unavailability of personnel and/or refusal of such assignment and/or in those situations where the Chief has determined additional staffing is required.

**Section 16.2:** All newly promoted employees will be required to successfully complete a probationary period in their newly promoted position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for no more than a six (6) month period. Once probation is completed said employee shall be promoted to Captain if the vacancy exists.

A newly promoted employee who unsatisfactorily completes the probationary period shall be returned to his former position. An employee who wishes may return to his previous position at any time before completion of the probationary period, but may do so only one (1) time per contract year.

## **Article 17 Layoff and Recall**

**Section 17.1:** Whenever the Employer determines that a layoff is necessary, the Employer shall notify the affected employee(s) in writing at least ten (10) calendar days in advance of the effective date of the layoff. The Employer, upon written request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

**Section 17.2:** When the Employer determines that a layoff will occur, employees will be laid off in accordance with their seniority, beginning with the employee with the least seniority.

**Section 17.3:** Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

**Section 17.4:** Part-time employees who are qualified to perform bargaining unit work will be laid off prior to bargaining unit employees.

Full-time employees who are laid off shall be offered part-time work when required and/or available.

In the event that layoffs are considered and/or in effect, the Township shall suspend the clothing allowance for all volunteers.

**Section 17.5:** Notice of recall from a layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 17.6:** In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to respond to the Employer/designee and no more than seven (7) calendar days to return to work, unless the Employer agrees to an alternative date for the employee to return to work.

## **Article 18 Promotions/Transfers**

### **Section 18.1: Promotions:**

- A. The parties agree that all appointments to positions covered by this agreement, other than original appointments, shall be filled in accordance with this section.
  
- B. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer and Union's bulletin boards for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. In addition to the application, the employee shall provide an updated resume and any copies of job related credentials or documents such as certificates, degrees, licensures, etc. The Employer need not consider any applications submitted after the posting date or that do not meet the minimum qualifications for the job.
  
- C. Nothing in this section shall be construed to limit or prevent the Employer from temporarily filling a vacant position for a period not to exceed thirty (30) calendar

days, pending the Employer's determination to fill the vacancy on a permanent basis. Individuals assigned to such vacancy(s) shall be paid in accordance with the provisions of Article 37.

- D. For the purpose of this article, a firefighter must have a minimum of three (3) years of completed full-time service with the Bazetta Township Fire Department to be eligible to apply for a vacant Lieutenant/ Paramedic position.
- E. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and medical capability.
- F. The Trustees and their representative will schedule an interview to be conducted with each qualified bargaining unit applicant.
- G. Following the interviews described in "F" herein, the Chief, the Trustees, and one (1) designated representative of the Union will meet to discuss the results of the interviews.
- H. Once the selection has been made, the Employer will notify all bargaining unit applicants of the selection.

**Section 18.2: Permanent Transfer within Classification/Rank:**

- A. Should the Employer decide to fill a vacancy on a shift other than described above, the following shall apply:
  - 1. Said vacancy shall be posted for at least seven (7) calendar days; and,
  - 2. Employees in a similar classification may submit a written request during this period to the Chief advising the Chief of their desire to fill the vacant position.
- B. Should no employee submit a request, the Employer/designee shall have the option to assign an employee to fill the vacancy or fill the vacancy as an original appointment.

**Section 18.3: Trading Shifts:**

- A. Employees in a similar/same classifications may trade shift/work days, subject to the approval of the Chief, provided:
  - 1. A written request signed by the affected employees is submitted to the Chief/designee at least three (3) calendar days in advance of the date requested; and,
  - 2. As a result of the trade, no overtime is created for/by the affected Employee.
- B. The Chief may in special situations, waive the three (3) calendar day advance notice described above.

## **Article 19**

### **Service Connected Disability**

**Section 19.1:** In the event a non-probationary employee is injured while in the performance of his job duties or contracts a service-connected illness, the Employer shall grant to an employee who filed the appropriate application, and who is required to be absent from work in excess of one (1) calendar week as the result of said injury or illness, temporary disability pay as described herein, pending the determination by the Bureau of Workers Compensation of his claim, not to exceed sixty (60) calendar days from the date of the reported injury or illness.

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

**Section 19.2:** Employees who are eligible for temporary disability pay shall exercise one (1) of the following options:

#### **Option 1**

An employee may elect to continue to receive his weekly net wages for the sixty (60) day period described herein. Upon receiving payment from the Bureau of Workers Compensation, the employee shall forward/reimburse said payment, limited to the sixty (60) day period, to the Employer. The difference between the monies received from the Employer and the Bureau of Workers Compensation shall be deducted from or charged against the employee's accrued but unused sick leave balance. Should the employee have no sick leave balance, the difference shall be deducted from or charged against the employee's vacation leave.

**Option 2**

For the sixty (60) day period described herein, the employee shall receive seventy-two percent (72%) of his weekly net wages. Upon receiving pay from the Bureau of Workers Compensation, such difference shall be remitted to the Employer.

Bargaining unit employees shall submit in writing to the Employer their preference as to which option they wish to exercise. Failure to submit such preference shall negate the employee's option and the terms and conditions of **Option 2** shall apply.

In the event the employees claim is denied, and the appeal process has been exhausted, all payments received from the Employer under this article shall be charged against the employees unused sick leave balance. Should the sick leave balance be exhausted and additional money is owed to the Employer, the remaining balance shall be charged or deducted against accumulated but unused vacation leave.

In the event an employee's employment is terminated and the repayment of all or any of the payments received from the Employer has not been reimbursed to the Employer, the Employer shall deduct all monies owed based upon the following schedule:

1. Conversion of unused sick leave, when applicable; or
2. Vacation leave; or
3. Employee's final paycheck.

Nothing contained herein shall be construed to prevent the Employer from seeking recovery of monies owed through any other available legal means.

Falsification of claims, written statement, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

**Article 20**  
**Hours of Work/Work Periods**

**Section 20.1:** Fifty-three (53) hours per week shall constitute a normal work week based on twenty-four (24) hours of duty and forty-eight (48) consecutive hours off.

Starting time will begin at 08:00 hours and continue for twenty-four (24) hours ending at 08:00 hours.

**Section 20.2:** When the Fire Chief assigns an employee to a forty (40) hour work week for special detail such as, but not limited to, training, Fire Department projects, Fire Inspection detail, etc., said employee shall be assigned to work Monday through Friday from 8AM to 4PM. This assignment shall not last any longer than thirty (30) calendar days. During this assignment, employees shall be paid their regular bi-weekly pay for those pay periods being covered. If eligible, employees may work overtime for hours outside of the assigned forty (40) hours.

## **Article 21 Rotation of Overtime**

**Section 21.1:** Whenever the Employer/Chief determines that overtime is necessary, such opportunities shall be offered first to bargaining unit employees on a rotating basis.

Whenever a full-time bargaining unit employee reports off utilizing vacation leave, personal day, comp time, and/or service connected disability, and the Chief/ designee determines to fill the vacated hours, such assignment will be offered to a qualified part time 240/paramedic. In the event there are no qualified part time individuals available, the Chief/designee shall offer the assigned hours to a bargaining unit employee. In the event no bargaining unit employees or qualified part time individuals accept the assigned hours, and the Chief/designee determines it is necessary to fill such time, a bargaining unit employee shall be required to fill the time, pursuant to Section 3 herein.

**Section 21.2:** Whenever a bargaining unit employee reports off utilizing approved sick leave, and the Chief/designee determines to fill the vacated hours, such assignment will be offered to qualified bargaining unit employees on a rotating basis. Should the bargaining unit employee refuse or be unavailable to work such assignment, the Chief/designee shall offer the assignment to a qualified part-time individual.

**Section 21.3:** In the event a bargaining unit employee is required to work the above-referenced assignments, the following shall apply:

1. The senior employee(s) working the shift preceding the vacated hours shall be offered the hours first;

2. If refused, then
3. The next senior qualified employee shall be offered such time and such offers shall be made until the least senior qualified employee is reached. At that point, that individual shall be required to accept such assignment, and shall be compensated for this mandatory overtime assignment at two (2) times his regular rate of pay for all hours in the overtime assignment.

This rotation schedule shall apply should the Chief/designee determine it necessary to contact bargaining unit employees scheduled to work the shift that abuts the vacated hours. Overtime opportunities shall be offered to bargaining unit employees on a rotating basis.

**Section 21.4:** Effective upon the execution of this document, whenever a vacancy occurs due to a voluntary resignation, termination, or a disability leave due to a non-work related accident or illness, the employer may utilize a qualified part-time individual for a period not to exceed thirty (30) calendar days. The aforementioned thirty (30) calendar day period shall begin on the last day the affected individual is on the Township payroll.

After the aforementioned thirty (30) calendar day period has elapsed, the Employer agrees to fill the vacated position with a full-time employee when necessary.

Should the bargaining unit employees refuse, or be unavailable to work such an assignment, the Chief or his designee shall off the assignment to qualified part-time employee.

Nothing contained herein shall be considered a waiver of any rights by either party with respect to the remaining articles of the current CBA.

## **Article 22**

### **Overtime/Compensatory Time**

**Section 22.1:** Full-time bargaining unit employees shall be paid overtime pay at the rate of one and one-half (1-1/2) time their regular straight time hourly rate of pay for all hours worked in excess of their normal work schedule in accordance with Article 20, Hour of Work/Work Periods.

**Section 22.2:** An employee may choose to take comp time in lieu of overtime pay at the same overtime rate. Effective January 2011, employees may accumulate no more than (360) hours of comp time. Those employees in excess of 360 hours as of January 1, 2011, shall be compensated in cash for all hours over 360. Said compensation shall be paid within forty-five (45) calendar days after the execution of this agreement.

Each contract year, employees may cash out up to one hundred eighty (180) hours of accumulated comp time. Payment for said cash out shall be paid in August of each year. Each employee shall make a written request for such in the first week of July.

Upon separation from the Township, the employee shall be paid for all accumulated comp time at the current hour rate of pay.

**Section 22.3:** When a bargaining unit employee is required to attend any mandatory training, drill or school, outside their normal tour of duty, they may choose overtime or comp time at the overtime rate.

**Section 22.4:** When a bargaining unit employee attends any school, seminar, meeting, special detail, or continuing education requirement, he shall receive comp time hour for hour on their outside or their normal tour of duty.

**Section 22.5:** Refer to Article 21, Section 1 of the bargaining unit agreement for filling vacated hours.

### **Article 23 Employee Liability**

**Section 23.1:** The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

### **Article 24 Court/Jury Duty Leave**

**Section 24.1:** An employee who is in off-duty status and is required to appear in court in reference to his/her official duties as an employee of the Fire Department shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) time the employee's regular straight time hourly rate of pay.

An employee who is subpoenaed for jury duty will be paid his regular hourly rate during his absence. He will, however, be required to turn over all monies received from the court to the Employer prior to the Employer providing any payment. In the event an employee is released early from jury duty, he will be required to report for work following jury duty. A copy of subpoena shall be submitted at the time of the request for civil leave.

**Section 24.2:** If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion of the employee. An employee shall give at least one (1) week advance notice, whenever possible, of the need for such a leave.

## **Article 25 Military Leave**

**Section 25.1:** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty periods not to exceed a total of one hundred and seventy-six (176) hours in one calendar year.

**Section 25.2:** An employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty prior to the beginning of such leave, except in cases of emergency. Upon submittal of military verification, the Employer will reimburse the employee his straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time. The maximum number of hours, for which payment may be made in anyone calendar year under the provision, is one hundred and seventy-six (176) hours.

## **Article 26 Sick Leave/Leave of Absence**

**Section 26.1-Sick Leave/Funeral Leave:** Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days or one hundred and sixty-five and six tenths (165.6) hours per year. Unused sick leave shall accumulate without limit.

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a leave of absence in accordance with the appropriate section of this agreement.

Sick leave shall be charged in minimum of units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons;

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

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

Employees intentionally failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with intent to defraud may be grounds for disciplinary action, together with a refund by the employee of any salary or wage paid in connection with such noncompliance by the employee.

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician's statement shall be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, it may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

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

The proper procedure to report off and on to work will be as follows:

**Call off:** Call off to the shift supervisor of the previous shift prior to 06:30 hours.

## **Section 26.2- Leave of Absence (Unpaid)**

- A. The Employer may grant a personal leave of absence to any employee for a maximum period of sixty (60) calendar days. Request for personal leave must be submitted at least two (2) weeks in advance.
- B. The Employer may, upon the receipt of approved medical certification Grant an employee who is unable to work because of sickness, injury or illness, and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If an Employee has been granted a leave of absence as defined in Section A. above, such time granted will be included in the one (1) year period if applicable
- C. An Employee who requests an unpaid leave of absence as defined in Section 26.2 above shall submit to the Employer a signed physician's statement to include the following information:
1. Nature of the sickness, injury or illness
  2. Date leave shall begin and approximate date of termination of such leave.
  3. Statement that employee is unable to perform his regular duties.
- D. The Employer shall require an employee to take a physical examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position any time during such unpaid leave of absence, as defined in Section 2 above. The cost of the examination shall be paid by the Employer.
- In the event the Employer's doctor and the employee's doctor are in disagreement, a third doctor selected mutually by the parties will perform the deciding examination, the cost of which will be divided between the Employer and the Employee. The decision of the third doctor shall be final and binding.
- E. Upon completion of such leave of absence, an employee may be reinstated to employment at a rank no lower than the rank that he had attained at the time leave was granted, subject to the availability of a position within that rank.

**Section 26.3 -Severance Pay:** After ten (10) or more years of continuous service with the Bazetta Township Fire Department, an employee who elects to retire from active service shall receive in one

(1) lump sum a cash payment of one-fourth (1/4) of accrued and unused sick leave. Such payment will be made only once to any employee, not to exceed two hundred forty (240) hours.

Notwithstanding the above-referenced payment, after the completion of twenty (20) years of service with the Bazetta Township Fire Department, an employee who elects to retire from active service shall receive one (1) lump sum cash payment of one-fourth (1/4) if accrued but unused sick leave. Such payment will be made only once to any employee, not to exceed four hundred (400) hours.

For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the Department at the time of separation under the applicable Police and Fireman's Disability and Pension Fund.

## **Article 27 Funeral Leave**

**Section 27.1:** When management is notified of the death of an employee's immediate family member, as defined herein, the employee will be entitled to one (1) twenty-four (24) hour shift of time off with pay from his regularly scheduled turn, for each death, not to be carried over.

**Section 27.2:** Additional time off shall be deducted from the employee's accumulated leave and shall be approved by management.

**Section 27.3:** Compensated "immediate family member" includes spouse, brother, sister, child, stepchild, grandparent, parents, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law.

**Section 27.4:** At the sole discretion of the Employer, an additional day off of paid leave may be used for other family members.

**Section 27.5:** In the event a death in the employee's immediate family occurs while an employee is working his normal work shift, the employee shall notify the Employer/designee and shall be permitted to leave work.

**Section 27.6:** An employee who must travel more than three hundred (300) miles, one way, for a funeral for those individuals described in Section 27.3 herein, shall be granted one (1) additional

shift to be deducted from the employee's accumulated but unused sick leave balance to attend such service.

## **Article 28**

### **Training**

**Section 28.1:** The Employer shall post a notice in advance of available Employer-approved training, relevant to the duties and responsibilities of the respective classifications. A copy of such notice will, upon request, be provided to the Union for its bulletin board. Employees who request relevant training shall be considered on a rotating basis, subject to work requirements, availability or replacement personnel, and funding. Further, all training shall be subject to the approval or denial of the Chief. An employee is required to maintain the necessary certification for his or her employment level. All mandatory training pursuant to the employee's classification shall be paid by the Employer.

Such training shall include, but not be limited to:

- Paramedic Refresher
- ADVANCED Cardiac Life Support (ACLS)
- Basic Life Support (BLS-CPR)

Employees shall lose no regular straight time pay while attending mandatory training should such programs be held during their normal work shifts.

Employees may be granted time off with pay to attend Employer-approved training provided:

- A. Prior approval of the Chief.
- B. The employee returns to duty for the remainder of the affected shift, provided at least twelve (12) hours of the shift remain and/or such Training occurs within a one hundred (100) mile radius of the Bazetta Township Fire Department.

For those training sessions that are scheduled for at least two (2) consecutive calendar days, and that occur outside the one hundred (100) mile radius, an employee will not be obligated to report for duty until after the completion of the training session.

**Section 28.2:** Employees who are required to utilize their private vehicles to attend such training shall be reimbursed mileage at the current IRS rate per mile, or as the Township becomes notified of such change in the IRS rate.

The IRS rate will be computed from their regular duty station to the training site, as well as their return trip. An employee shall provide written verification of such travel to the Chief/designee in order to qualify for such reimbursement.

**Section 28.3:** Except in emergencies and/or situations beyond the control of the Township, no more than one (1) in house training session, per shift, will be scheduled or required.

**Section 28.4:** It is understood and agreed that mentoring of new employees shall not be considered training under the provisions of this article.

## **Article 29 Union Leave**

**Section 29.1:** An employee elected or appointed as a delegate to conferences, conventions, or work-related seminars conducted by the Union may be granted time off to attend such conferences, conventions, or seminars. Such Union leave shall not exceed a total of seventy-two (72) hours per calendar year and the granting of such leave is subject to the work load requirements of the Department and/or the approval of the Chief. To be eligible for the use of such Union leave, the employee shall give at least seven (7) calendar days advance notice to the Chief of the intended use of such Union leave.

**Section 29.2:** Union members shall be able to utilize vacation or personal leave for this purpose.

## **Article 30 Contracting Out**

**Section 30.1:** In the event the Employer determines that subcontracting is a possibility, the parties agree to meet and discuss, prior to implementation, the effects of such possibility/subcontracting.

## **Article 31 Turnout Gear**

**Section 31.1:** The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing, and other protective equipment such as personal alarm devices, boots, Nomex hoods, flashlights, batteries, and other equipment, as determined by the Employer, to safely fulfill the requirements of their duties. All equipment shall meet or exceed National Fire Protection Association (NFPA) requirements at the time the equipment is issued.

## **Article 32 Holidays**

**Section 32.1:** Non-probationary bargaining unit employees shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

**Section 32.2:** Eligible employees as defined herein, shall receive eight (8) hours of holiday pay for each of the above-referenced holidays. Payment for Holiday Pay shall be paid in a separate check to the employee in the first full pay in November of each year, and shall be paid at the employee's regular straight time rate of pay. An employee can opt to be paid throughout the year but must notify the clerk at the start of each year.

If an employee performs work on a holiday, he shall be paid, in addition to eight (8) hours holiday pay, one and one-half (1-1/2) times his regular straight time hourly rate of pay for all hours worked. This rate of pay for work performed shall only be paid when an employee works on the actual holiday in that particular pay period.

An employee not scheduled to work the holiday that is called in for overtime shall be reimbursed at two (2) times his regular rate of pay.

For purpose of this article, a holiday will be defined as the full twenty-four hour period. Employees calling off sick before, the day of, and the shift following a holiday shall forfeit their holiday pay for that holiday period. Employees, who use approved scheduled time off, shall be eligible for the holiday pay.

**Section 32.3:** Each non-probationary employee shall be entitled to (4) four twenty-four hour paid personal day per contract year. The scheduling of such time off shall have the prior approval of the Chief, subject to staffing requirements of the Department. The personal days must be taken in the year that it was earned and may not be carried over from one year to another.

### **Article 33 Vacations**

**Section 33.1:** Full-time employees working twenty-four (24)/forty-eight(48) hour shifts, defined in Article 20 herein, after one (1) year of full-time service with the Department, shall be entitled to vacation leave according to the following schedule.

<u><b>Years of Active Full-Time Service</b></u>	<u><b>Paid Time 24/48 Hour Employees</b></u>
1 year through 5 years	2 weeks/120 hours/5 shifts
6 years through 10 years	3 weeks/192 hours/8 shifts
11 years through 15 years	4 weeks/240 hours/10 shifts
16 years through 20 years	5 weeks/288 hours/12 shifts
Over 21 years	6 weeks/360 hours/15 shifts

**Section 33.2:** An employee shall be eligible for paid vacation leave beginning the first full pay period following his/her first and each year thereafter anniversary date of employment.

Vacation leave shall be granted in accordance with the work load and staffing requirements of the department.

**Section 33.3:** Employees will carry over accrued but unused vacation leave. Such accrued but unused vacation leave shall not exceed a two (2) year accumulation.

Upon separation of employment with the employer, an employee shall be entitled to compensation at his/her current rate of pay at separation, for all accrued but unused vacation leave, limited to the two (2) year accumulation as noted herein. In case of the death of the employee, any accumulated but unused vacation leave shall be paid to the employee's designated beneficiary or the employee's estate, whichever is applicable.

**Article 34**  
**Call in Pay**

**Section 34.1:** An employee in off-duty status who is ordered to report for work and reports for work shall be paid a minimum of two (2) hours pay or for actual hours worked, whichever is greater, at a rate of one and one-half (1 1/2) times his regular pay rate. There shall be no minimum hours required for overtime incurred abutting the employee's regular shift. Once the emergency call is completed, even if less than two (2) hours, the employee shall not be required to stay and still receive the minimum hours as defined herein.

**Article 35**  
**Clothing Allowance**

**Section 35.1:** Each non-probationary employee shall be entitled to an annual clothing allowance of eight hundred seventy-five dollars (\$875.00) per year. This allowance shall be utilized for the purchase and maintenance of clothing worn in the performance of the employee duties with the fire department.

**Section 35.2:** Eligible employees shall receive an annual lump sum payment of the above referenced amount in the first full pay period following April 1 of each year.

Clothing allowances shall be paid on a separate draft in the amount hereby stated.

**Section 35.3:** Each probationary employee shall be entitled to a one (1) time payment of two hundred and fifty dollars (\$250.00) to be utilized to purchase and maintain Employer approved clothing worn in the performance of his duties with the Fire Department.

In the event such employee fails to complete his initial probationary period, the individual shall either reimburse the Employer the above referenced amount, to be deducted from the individual's final paycheck, or be required to return all items purchased, or a combination of both, at the option of the Employer.

**Section 35.4:** Bargaining unit employees who receive the clothing allowance described in Section 35.1 herein shall, prior to the termination of this contract, purchase and have available a full and complete dress uniform, as described in Appendix "B".

**Section 35.5:** The employer shall provide badges for all full-time bargaining unit employees. Such badges remain the property of the Township, and shall be returned to the Township upon termination of employment.

The uniform that employees are required to wear while on regular duty and as described in Section 35.4 and Appendix "B" shall remain consistent for the duration of this agreement.

**Article 36**  
**Wages**

**Section 36.1:** Effective January 2011, bargaining unit employees shall receive the following hourly rate of pay:

Firefighter/EMT-A-1	\$13.25
Firefighter/EMT-P	\$13.97
Lieutenant/EMT-A-1	\$15.06
Lieutenant/EMT-P	\$15.79
Captain/EMT-A-1	\$16.56
Captain/EMT-P	\$17.31

Employees who hold a current/valid Ohio Fire Safety Inspector card shall receive \$0.10 an hour in addition to their regular rate of pay.

**Section 36.2:** The Employer shall continue to assume and pay to the Police and Fireman's Disability and Pension Fund (PFDPF) up to twelve percent (12%) of the individual employee's contribution to the PFDPF. No employee shall have the option of receiving these contributions in cash instead of having them paid to the fund, and the Employer is paying these contributions in lieu of the employee(s) making said contributions.

The Bazetta Township Trustees (Employer) and the International Association of Firefighters (IAFF), Local 3703 agree to the following:

The language contained in Section 36.2, shall be interpreted as the Employer paying up to twelve percent (12%) of an employee's gross wages towards the Police and Fireman's Disability and Pension Fund (PFDPF)

**Section 36.3:** Employees hired after January 1, 2008, shall be paid a starting probationary rate of eighty-five percent (85%) of the hourly rate of pay in effect at the time the employee begins employment with the Employer.

Upon completion of each one (1) year period, said employee shall receive a five percent (5%) increase. Upon successful completion, an employee shall be compensated at the rate of pay in effect for the classification in which the employee is performing the work.

### **Article 37 Longevity**

**Section 37.1:** In addition to an employee's hourly rate of pay, each full-time employee shall receive hourly longevity pay of five cents (\$.05) per hour for each year of service with the Fire Department, as defined in Article 15, Seniority.

To be eligible for longevity pay, as described above, an employee must have completed five (5) years of service/full time seniority with the Fire Department. At such time, twenty-five cents (\$.25) shall be credited to the employee's hourly rate with five cents (\$.05) per year added thereafter.

### **Article 38 Working Out of Class**

**Section 38.1:** Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification.

**Section 38.2:** Employees in the firefighter classification who are temporarily assigned to a supervisory position for at least four (4) hours of work shift shall receive the rate of pay of a Lieutenant, as defined in Article 36, Wages, Section 1, worked in such Supervisory position Payment for such hours shall be verified by the Chief and forwarded to the Township Fiscal Officer.

**Section 38.3:** When an employee is assigned the position of Acting Chief, by the Chief or Trustees, that employee shall be placed on a (40) hr. work week and shall receive the same compensation as the Fire Chief. Said employee shall be issued the Chief's car to take home, and that employee will not be eligible for overtime in matters pertaining to the Chief's responsibilities, but will be able to flex his hours to equal 40 hours in a week. If eligible, the employee may work overtime for hours outside of the assigned forty (40) hours, at their normal overtime rate.

**Article 39**  
**HOSPITALIZATION**

**Section 39.1:** For the duration of this agreement, the Employer shall continue to provide employees with hospitalization, dental, eye care, and life insurance coverage at comparable and equivalent level of benefits and coverage as is currently provided. The Employer may determine the carrier and the nature of the plan to be provided to employees; however, any change in carriers during the life of this agreement is subject to discussions regarding such change with the Union.

**Section 39.2:** Notwithstanding Section 39.1 above, beginning the first full pay period following the execution of this agreement, employees shall pay, per pay period the following payment towards the hospitalization coverage:

Single Coverage:	\$12.00 per pay
Employee/Dependent	\$18.00 per pay
Employee/Spouse	\$25.00 per pay
Family	\$33.00 per pay

**Section 39.3:** If during the life of the agreement, it becomes necessary for the Employer to change carriers or modify coverage, the Employer agrees to meet with the Union in advance of such action for the purpose of discussing the change in carriers and/or modifications of coverage. In addition, the IAFF shall be included in any health insurance committee formed to review health insurance coverage provided by the Township.

**Section 39.4:** Notwithstanding the provision(s) of Sections 39.1 through Section 39.3 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of the agreement.

The terms and conditions of such alternative programs shall be determined by the Board of Trustees. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Board of Trustees and may be subject to change.

In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Sections 39.1 through Section 39.3 herein.

**Section 39.5:** The Employer shall provide each bargaining unit employee with a fifteen thousand dollars (\$15,000.00) life insurance policy, including a double indemnity clause, or what the current health insurance carrier provides, whichever is greater.

**Article 40**  
**Drug Free Workplace**

**ADDENDUM 1 - DRUG-FREE WORKPLACE PROGRAM**

Bazetta Township believes that employees share responsibility for a safe work environment, and that it is reasonable for employees to avoid usage of alcohol and drugs that affects their performance and safety at work. Bazetta Township's primary interest is to prevent all accidents and injuries. In accordance with this belief, Bazetta Township intends to hold employees accountable for violating our DRUG-FREE WORKPLACE POLICY.

Bazetta Township Drug Free Workplace Policy also stated that an employee's refusal to submit to a chemical test will be considered a positive test and creates a presumption that the employee is intoxicated or under the influence. Refusal to test also includes failure to provide a specimen or to provide one in the time frame that an employee is given to do so, or alteration, attempt to alternate or substitute.

Bazetta Township's goal to prevent these accidents from occurring by holding employees accountable for following work rules that exist in the interest of the safety of ALL employees. Employees who fail to follow work rules and thereby endanger themselves, their co-workers and/or our ability to operate the Township will be held strictly accountable.

The Bazetta Township Drug Free Workplace Policy related to Worker's Compensation claims is a change in terms and conditions of employment. Testing will be done by the most reliable system available. Analysis is through a laboratory certified by the U.S. Department of Health and Human Services/Substance Abuse and Mental Health Services Administration consistent with the procedures specified for federally mandated testing. This type of testing (called systems presence testing) provides the greatest accuracy and protection to the employees.

A Medical Review Officer (a physician with a specialization in substance abuse) is contracted with to review the testing process before a test is determined as a positive.

## **BAZETTA TOWNSHIP POLICIES & PROCEDURES FOR A DRUG FREE WORKPLACE**

### **SECTION 100: PURPOSE & SCOPE**

1. The Employer and the Employee hereby agree that illegal drugs in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality, and undermine the public confidence in the work we perform as public servants. Therefore Bazetta Township will not tolerate the illegal use or illegal presence of drugs or alcohol in the workplace.

In addition, in an effort to protect public health, safety and welfare and to uphold public confidence in the work performed. The elected officials, appointed Person's, salary and hourly employees of Bazetta Township agree that drug and alcohol testing should be addressed.

The purpose of this Article are two-fold: to publish a formal policy regarding illegal drugs or alcohol in the workplace and to notify employees of the consequences of illegal use, possession, distribution, or the manufacturing of an controlled drug and/or alcohol in the workplace; and to establish terms, conditions and procedures regarding the drug and alcohol testing.

The Employer and the Employee's, hereby agree that any location at which Employer's business is conducted is hereby declared to be a "Drug-Free Workplace". This means all employees are absolutely prohibited from manufacturing, distributing, dispensing, possessing or using controlled substances or in the workplace. Reporting to work while under the influence of illegal drugs or with any residual effect from illegal drug use is prohibited.

Furthermore, the employer and employee hereby agree that all employees are absolutely prohibited from consuming alcohol while on duty and anytime while the employee is at any location at which the employer conducts business. Reporting for work under the influence of alcohol, with any residual effects of alcohol consumption (e.g. impaired judgment, sickness, impaired reflexes, etc.), or where there is any evidence of alcohol consumption (e.g. odor of alcohol on the breath) is prohibited. Additionally, all

employees are prohibited from consuming alcohol during their designated lunch break or meal period and while off duty when employees are in the employer's uniform.

All employees understand that any building, facility, structure, property, etc. or contents thereof (i.e. employee lockers, offices, decks, etc.), owned or leased by the employer are subject to unannounced inspection at any time by appropriate supervisory personnel. Unannounced inspection of employee lockers, however, shall be based on reasonable suspicion.

2. The possession, sale, or distribution by any employee of alcohol or a drug while on duty or at any time while on the employer's premises shall constitute cause for discipline including possible discharge of the employee, irrespective of whether the employer elects to test the employee in accordance with the procedures herein.

The conviction of an employee for felony, a legal element of which requires proof of possession, sale, use or distribution of a drug shall constitute cause for discharge at any time during the course of employment.

3. This policy applies to all employees of the Township of Bazetta, Elected Officials, Appointed Position, Salary, and Hourly Associate's. Road Department Drivers and Mechanics are also subject to DOT, Drug and Alcohol Testing.

## **SECTION 101: DEFINITIONS**

**Alcohol:** means alcohol or any beverage containing more than one-half (1/2) of one percent (1 %) of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

**Drug:** means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances", and/or Section 202, Schedules 1 through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack", cocaine, heroin, codeine, opiates, amphetamines, "ice", barbiturates and hallucinogens.

**Reasonable Suspicion:** means a conclusion by trained personnel based on personal observation of specific objective instance of employee conduct and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognize and

accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavior changes.

Reasonable suspicion shall be based upon personal observations by (2) two trained supervisors (i.e., Department Head or Trustee) that must be documented in writing at the time of the observation. Reports of drug abuse or abnormal behavior that is not confirmed in writing by (2) two trained supervisors will not constitute reasonable suspicion.

Anonymous reports shall not constitute grounds for testing. Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard. All supervisors will be trained in the recognition of the drug and alcohol related signs and/or symptoms.

**Alcohol Testing:** means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

**Drug Testing:** means collection of urine specimen by trained personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

**Medical Review Officer (MRO):** The MRO interprets the laboratory results of the drug tests and reports positive results to the Township after verifying that there is no valid medical explanation for the positive results. The MRO must be a licensed doctor with appropriate credentials.

**Breath Alcohol Technician (BAT):** The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

**Substance Abuse Professional (SAP):** The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

**Random Testing:** Drug testing will be based on an objective and non-discretionary computer program owned and operated by the outside contractor. **RANDOM DRUG TESTING WILL FOLLOW WORKER'S COMPENSATION REQUIRMENTS FOR MEETING LEVELS TWO THEN THREE AND/ OR DOT GUIDELINES.**

## **SECTION 102: TYPES OF TESTS**

This Drug Free Workplace Policy covers the following type tests:

- a. Pre-employment
- b. Random Testing
- c. Reasonable Suspicion
- d. Post-Accident
- e. Return to Duty
- f. Follow-up Testing

## **SECTION 103: PROCEDURES FOR RANDOM TESTING**

This shall be unannounced testing (drug testing) that occurs for a percentage of the total work force (The work force of Bazetta Township consists of: Elected Officials, Appointed Positions, Salary, and Hourly Associates). The percentage of the workforce to be tested will follow Worker's Compensation guidelines for level 2, then 3 and DOT Regulations. There will be an equal probability of selection each time testing occurs. Random testing will be based on an objective and nondiscretionary computer program operated and maintained by an outside contractor.

Testing shall normally occur during duty hours. If the testing facility is not open and employees are required to stay over their scheduled shift for testing, they will be reimbursed at the appropriate rate of pay.

Normally individuals, who test positive during random testing, will be referred to a substance abuse professional. The individual shall not return to work until all recommended counseling and treatment is completed at the employee's expense except to the extent services are covered by the Township Health Insurance Program. Employees who test positive must sign a release of medical information statement.

## **SECTION 104: POST ACCIDENT TESTING**

Employees involved in any accident in which injury to persons or damage to property occurs, shall as soon as practicable be tested for alcohol and/or controlled substances.

**"Accident"** means an unplanned, unexpected, or unintended event which occurs on the employer's property during the conduct of the employer's business, or during working hours, or which involves employer-supplied motor vehicles or motor vehicles used in conducting the employer's business, or within the scope of employment, and which results in the following:

- A. A fatality of anyone involved in the accident.
- B. Bodily injury requiring medical attention at a hospital or medical facility.
- C. Disabling vehicular damage or damage to a vehicle which requires it to be towed from the scene with damage in apparent excess of \$1000.00
- D. Non-vehicular damage in apparent excess of \$1000.00

The Township can defer the test if it is determined that the test is unnecessary.

An alcohol test should be administered within two (2) hours following the accident/incident and the Township shall cease attempts to administer the test after two (2) hours. Failure to submit to a test within two (2) hours shall be deemed a "refusal".

The urine sample for a post-accident/incident drug test shall be collected as soon as possible and the Township shall cease attempts to administer a post-accident/incident drug test two (2) hours following the accident/incident. Failure to submit to a test within two (2) hours shall be deemed a "refusal".

The employee shall not ingest any alcohol or drugs until testing has been completed. Employees, who seek medical attention and file a claim with BWC following an accident, shall be required to take a drug test immediately upon Township notification of the injury.

### **Implementation Procedures:**

- A. Any employee involved in a reportable accident as defined by this policy, shall notify the Employee's Department Head at the first available opportunity after the accident, at which time the employee will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the employee should not transport himself to the collection site, but should arrange for someone else to transport the employee. However, if local law enforcement officials are on the scene of the accident and request the

employee to undergo urine, and/or breathe tests, the employee shall simply comply with those demands.

- B. In the event the employee is seriously injured and unable to provide the necessary samples, the employee shall authorize the health care provider to release to the Township any information necessary to indicate the presence of any controlled substance or alcohol in the employee's system. The Department Head shall notify the hospital/medical facility of the necessity for testing and arrange for post-accident testing.
- C. The Department Head will be responsible for the transportation of the employee to a site for testing as soon as possible but no later than two (2) hours after the collection accident.
- D. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgement form or to submit to these tests shall be considered as refusal to test, subjecting the employee to removal from service, and is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.
- E. The Township shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident/incident, and state whether testing is or is not required. This Accident Report Form will be kept in the Fiscal Officer's office.
- F. The Township shall retain a copy of results from the MRO. Positive test results shall be kept five (5) years and negative test results shall be kept for five (5) years. The Township shall retain a copy of the letter from an employee requesting a retest of the original sample.

## **SECTION 105: PROCEDURES FOR REASONABLE SUSPICION TESTING**

- A. Reasonable suspicion testing shall be required when (2) two trained supervisor's suspects that an employee is under the influence of a prohibited substance.
- B. Reasonable cause test referrals shall be based on objective facts, circumstances, or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not an instinct or intuition.
- C. An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when

(2) Two supervisors who are trained in the detection of prohibited substances use under this program policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators of probable drug use.

D. A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while on duty must:

1. Call for a second trained supervisor, to fill out a Reasonable Suspicion Checklist Form.
2. Prohibit the employee from working or continuing work.
3. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Township for testing. After testing, arrangements should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.
4. Prepare appropriate documentation and take appropriate disciplinary action.
5. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not allow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action, which could include discharge.
6. The Supervisor shall call the Safety Chairperson. If unavailable, he/she shall call a Trustee. The Supervisor shall notify the affected employee's Union Official if warranted.
7. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.
8. The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying, such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.

9. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it is substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:
- a. Being continually late for work, especially after a day missed,
  - b. Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.
  - c. Getting traffic tickets or warning for speeding, reckless operation, driving under the influence, etc.
  - d. Displaying abrupt mood swings or unexplained, inconsistent changes in the mood or energy level as the day goes on.
  - e. Missing appointments.
  - f. Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.
  - g. Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.
  - h. Disappearing at times throughout the day and not being able to account for those times.
  - i. Becoming isolated from other workers or any other change in relationships with co-workers.
  - j. Being unable to get along with co-workers; or a previously friendly person, avoiding others.
  - k. Although these problems are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has a remote possibility of endangering the employee, co-workers and/or clients or any situation that an employee is not working responsibly.
10. In screening for the presence of drugs or alcohol, generally accepted screening procedures shall be used. Whenever an employee is required to provide urine or blood for the screening procedure, the employee shall be required to provide a split specimen at the time of collection in order to facilitate the screening procedure.
11. When screenings are performed, the threshold level for determination shall be established in accordance with generally accepted medical procedures and existing laws and regulations.

12. In testing urine or blood specimens for the presence of illegal drugs and/or alcohol, the first specimen shall be submitted for testing to a certified laboratory. If illegal drugs and/or alcohol are found in the first specimen, then that same specimen shall be submitted for further verification (confirmatory) testing. If both initial and verification (confirmatory) tests are positive for an illegal drug and/or alcohol, the Township Trustee Liaison for the department shall be notified by the Medical Review Officer (MRO) at the certified laboratory. The Township Trustee Liaison shall in turn contact the employee.
13. The employee must then decide whether or not he/she wishes the second specimen provided at the initial collection to be further tested. If the employee so requests, then the second specimen shall be tested using a second certified laboratory.
14. If the employee does not request the screening of the second specimen after the initial specimen tests positive, or if the employee does request the testing of the second specimen and it also tests positive for an illegal drug and/or alcohol, appropriate rehabilitative and/or disciplinary action shall be taken, which may include, but not be limited to, suspension or dismissal.
15. In the event any employee is tested under reasonable suspicion, said employee shall be sent home and not permitted to return to work until all test results are determined to be negative. If the initial specimen proves to be positive or the second specimen proves also positive for illegal drugs and/or alcohol the employee at that time may elect to use accrued sick time, vacation, and personal time, or take leave without pay. However, if the initial specimen tests negative or the split specimen tests negative the employee shall be compensated at the regular hourly rate retroactive from the of leave for lost wages, sick time, vacation, personal time, lab fees and all other expenses that accumulated from reasonable drug and/or alcohol testing. Compensation shall follow the Union's Collective Bargaining Agreement. All results of second tests are to be ruled final. Mandatory time limit for receipt of test results is a maximum of forty-eight (48) hours.

**AT NO TIME DURING A REASONABLE SUSPICION TEST, SHOULD THE SUPERVISOR LEAVE THE EMPLOYEE BEING TESTED ALONE.**

## SECTION 106: TESTING PROCEDURE

The following test procedure shall apply to all employees:

- A. Urine specimens shall be collected following DHHS/NIDA certified protocols, or at an accredited medical facility when necessary after an accident/incident.
- B. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee.
- C. The testing shall be done by a DHHS/NIDA laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services (53 Fed. Reg. 119704/11/88).
- D. Federal standards shall be used to determine what levels of defected substances shall be considered positive. Current Federal Regulations shall be controlling in case of change or conflict.

### **Drug/Urinalysis 9-Panel Test:**

Amphetamines  
Barbiturates  
Benzodiazepines (Valium, Librium)  
Cannabinoids (THC)  
Cocaine (Crack)  
Methadone  
Opiates  
Phencyclidine (PCP)  
Propoxyphene (Darvon)

### **DHHS CUT-OFF LEVELS FOR THE 9 PANEL DRUGS ABOVE**

<b>Drug</b>	<b>EMIT Screen (mg/ml)</b>	<b>GC/MS Confirmation(mg/ml)</b>
Amphetamines	1000	500
Cannabinoids	50	15
Cocaine (Crack)	300	150
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	300	300

Benzodiazepines	300	300
Methadone	300	300
Propoxyphene (Darvon)	300	300

**Alcohol Testing - Breath or Saliva Initial Screens**

- a) Federally approved by (NHTSA) National Highway Traffic Safety Administration.
  - b) If level is .02% BAC (Blood Alcohol Content) you must do Evidentiary Breath Testing (EBT) by a qualified breath alcohol technician (BAT).
  - c) Administer the test ASAP.
  - d) The body dissipates alcohol hourly.
  - e) Arrange for transportation to the testing site.
- E. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Township expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved DHHS laboratory chosen by the employee. All test results are to be reviewed by the MRO before being released.
- F. Breath alcohol testing for operators, using the EBT device, with any result less than 0.02% alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall not be permitted to operate a Township vehicle for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

**SECTION 107: TEST RESULTS; DISCIPLINE**

- A. All test results shall be treated as confidential medical records.
- B. If the results of the test show that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed:
- C. The MRO shall first contact the employee testing positive, then notify the employer.
- D. The employee shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory. Failure of the employee to have a second test performed shall not be used against the employee as a basis for

discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy, other than a post-accident or a critical incident, (alcohol- over .04, drug - any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge. The union shall be immediately notified upon the request of the employer.

- E. If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Township. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after-care program.
- F. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02% is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional six (6) months. If all tests administered during this time prove to be negative, the record of treatment and positive drug tests shall be retired to a closed medical record. The employee shall be given a fresh start with a clean work record.

#### **SECTION 108: VOLUNTARY ASSISTANCE**

- A. Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities.
- B. Rehabilitation leave is subject to reasonable limitation and the Township's insurance policy.

#### **SECTION 109: SUPERVISOR TRAINING**

Supervisors Training Program Requirements:

- A. All supervisors receive at least (4) four hours of initial skill building and information- sharing sessions.
- B. In subsequent years, supervisors who have already received four hours of initial training must receive (2) two hours of addition training to serve as a refresher and address problems.

- C. New Supervisors receive four hours of initial training, with at least one hour of training occurring within six weeks of a current employee becoming a supervisor or from the date of hire of a supervisor.
- D. Supervisor training is in addition to the annual (2) two hours of employee education.
- E. Supervisor training must be presented by a qualified trainer, or by a person who is supervised by a qualified trainer, holding one of the following substance use credentials:
  - a) Substance Abuse Professional (SAP)
  - b) Certified Employee Assistance Professional (CEAP)
  - c) Certified Chemical Dependency Counselor (CCDCIII)
  - d) Ohio Certified Prevention Specialist (OCPS) 1 AND 2
  - e) Other comparable credential
  - f) Experience with providing these services during the past three years

#### **SECTION 110: CONTENT OF SUPERVISOR TRAINING**

- A. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- B. To effectively and appropriately intervene in reasonable suspicion instances.
- C. To identify basic categories of drugs and their effects.
- D. To understand the methods of the Township's drug and alcohol testing procedures.
- E. To effectively and appropriately document reasonable suspicion cases.
- F. To implement disciplinary measures appropriately.

#### **SECTION 111: EMPLOYEE EDUCATION**

All employees shall be trained annually:

- a) On the Township's policy for a Drug Free Workplace and the assistance which will be provided to employees.
- b) To identify basic categories of drugs and their effect.
- c) To understand the methods of the Township's Drug and Alcohol Testing Procedures.
- d) The Training will be provided yearly and will be at least two hours initially and two hours annually thereafter.
- e) All employees training will be presented by a qualified educator with one of the following credentials:
  - 1) Substance Abuse Professional (SAP)
  - 2) Certified Employee Assistance Professional (CEAP)
  - 3) Certified Chemical Dependency Counselor (CCDCIII)
  - 4) Ohio Certified Prevention Specialist (OCPS) 1 AND 2
  - 5) Other comparable credential
  - 6) Experience with providing these services during the past three years

## **SECTION 200: DRUG TESTING FACILITY**

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol conforms to Federal regulatory requirements. The procedures and methodology in such testing shall be in accordance with governing regulations.

## **SECTION 201: EMPLOYEE ASSISTANCE PROGRAM**

The employee will be given the opportunity to participate in an employee assistance program best suited to the needs of the employee. The assistance program is to be designed by an independent agency agreeable to the union and the employer. Absence from work required as part of the rehabilitation program/assistance program will be treated as leave without pay for illness. Normal sick time accrued can be utilized. Should employees elect to decline the opportunity for assistance, or should a second offense be involved appropriate disciplinary action including, but not limited to suspension or dismissal. Any disciplinary action toward said employee must be for "just cause". Township liability will be limited to Health insurance benefits.

## **SECTION 202: DRUG FREE WORKPLACE PROGRAM MANAGER**

The Bazetta Township Safety Chairperson shall be designated as the anti-drug program manager and confidant with the Other Trustee's as alternate's. The Safety Chairperson and/or alternate shall be responsible for:

- a) Responding to employee questions and concerns about the program
- b) Test scheduling and identification of participants
- c) Feedback from the testing organizations
- d) Maintenance and confidentiality of records
- e) Scheduling of training for employees and supervisors
- f) Other administrative functions required to successfully implement and continue the Drug Free Workplace

### **SECTION 300: NEW EMPLOYEES**

Bazetta Township will inform all new employees that they must pass a 9-item drug test; also all new employee's must receive a copy of the Drug Free Work Place Policy, attend education sessions and sign and turn in acknowledgment of receipt of policy.

The Township will notify all applicants in writing that passing a drug test for all 9 items; amphetamines, barbiturates, Benzodiazepines (Valium, Librium), Cannabinoids (THC), cocaine (crack), methadone, opiates, phencyclidine (PCP) and Propoxyphene (Darvon) shall be a condition for employment. Upon selection, the candidate will be sent to the collection site for testing. If the candidate does not pass the test, the second desirable candidate will be tested.

The Township will contact the prior employers of the candidate to review testing results of the past two (2) years. The candidate must permit this inquiry. If applicable, the employer will review the candidate's compliance with any prior substance abuse professional.

### **SECTION 301: CONFIRMATION TEST**

The Township will hire a candidate only when written confirmation of negative test results has been received by the Township's designated representative from the Medical Review Officer (MRO).

### **SECTION 302: SCOPE**

All persons will be tested under this category before they are hired or can be assigned into a covered position.

**SECTION 303: DOCUMENTATION OF TEST RESULTS**

Records will be retained for one (1) year on all employees passing a pre-employment drug test. Records will be retained for five (5) years on candidates not passing a pre-employment test.

**SECTION 304: BWC PREMIUM DISCOUNT PROGRAM**

The Township is committed to and will continue the program established as part of the Bureau of Workers' Compensation Program to improve workplace safety and safety awareness.

**LEGAL REFERENCES:**

- Ohio Revised Code Chapter 3719
- Federal Controlled Substances Act, 21 U.S.C. 812
- Drug Free Workplace Act of 1988, Public Law 100-790 (1988)
- Omnibus Transportation Employee's Testing Act of 1991
- Department of Transportation Regulations

**REASONABLE SUSPICION CHECKLIST (DRUG/ALCOHOL POLICY)**

Name of employee unfit for duty\_\_\_\_\_

Department\_\_\_\_\_Time\_\_\_\_\_Date\_\_\_\_\_

When there is reasonable suspicion that an employee is at work unfit for duty, (2) two trained supervisors (i.e. Department Head or Trustee) must complete all of the steps outlined below.

**OBSERVATION CHECKLIST** (Circle all pertinent items below)

<b>Walking</b>	Holding on Unsteady	Stumbling Staggering	Unable to walk Swaying	Falling Other:
<b>Standing</b>	Swaying Rigid	Feet Wide Apart Staggering	Unable to Stand Sagging at Knees	Other:
<b>Speech</b>	Whispering Incoherent Slow	Slurred Slobbering Mute	Shouting Silent	Rambling Other:
<b>Demeanor</b>	Cooperative Polite Sarcastic	Calm Sleepy Silent	Crying Sleeping on job Argumentative	Talkative Excited Other:
<b>Actions</b>	Hostile Threatening	Fighting Hyperactive	Profanity Resisting Communications	Drowsy Other:
<b>Eyes</b>	Bloodshot Dilated	Watery Glassy	Droopy Closed	Other:
<b>Face</b>	Flushed	Pale	Sweaty	Other:
<b>Appearance And Clothing</b>	Neat Odor	Messy Dirty	Stains on Clothes Partially Dressed	Other:
<b>Breathe</b>	No Alcoholic Odor Alcoholic Odor	Faint Alcoholic Odor	Heavy Use of Breathe Spray	Sweet/pungent tobacco odor Other:
<b>Movements</b>	Fumbling Slow	Jerky Normal	Nervous Hyperactive	Other:
<b>Chewing</b>	Gum Tobacco	Candy	Mints	Other:
<b>Miscellaneous</b>	On the Job Misconduct If there are witnesses to Employee's conduct, list below:		Employee admissions concerning the use of alcohol and/or drug use possession Presence of alcohol and/or drug in employee's possession or vicinity	
Other Observations:			Employee's explanation of circled items:	
Once this portion of the form has been completed you are ready to follow the procedures for testing				
Employee has agreed to testing (circle one) Employee has not agreed to testing				
Signature of Supervisor:			Signature of Employee:	
Date:			Date:	

The Board of Trustees for Bazetta Township, Ohio, recognizes the impact of the abuse of drugs and alcohol in our society, and in particular, in our workplaces. Drug and alcohol abuse undermine the full potential of employees who are using these substances and they affect us all too

some degree. The cost in terms of quality services and goods is staggering, but the impact on families and individuals cause a ripple effect that is more difficult to measure.

Therefore, it is the policy of Bazetta Township Board of Trustees that the use, sale, manufacture, distribution, dispensation or possession of illegal drugs and/or alcohol is prohibited in the workplace. It is further prohibited that any employee be under the influence of drugs and/or alcohol while in the workplace or during the scope of their employment. For purpose of this policy, a drug is defined as all forms of narcotics, stimulants, hallucinogens, prescription drugs which are obtained illegally or used/sold/distributed in violation of their original intent, and any other drug which is not legally obtainable. Further, under the influence, is defined for purposes of this policy, in accordance with the Ohio Law as being;

"when a person consumes some alcohol and/or drug of abuse, whether mild or potent, in such a quantity, whether small or great, that is adversely affected and appreciably (noticeable or perceptibly) impaired his or her actions, reactions, or mental processes under the circumstances then existing and deprived him or her of that clearness of intellect and control of himself or herself which he or she would otherwise have possessed. The question is not how much alcohol and/or drug abuse would affect an ordinary person. The question is what effect did any alcohol and/or drug of abuse, consumed by the person, have on him or her at the time and place involved."

While it is not our intention to minimize the importance of treatments/rehabilitation for these people, our overall commitment to a township work force that is healthy, productive and as risk free as possible is our main goal. Employees found in violation of this policy will be subject to disciplinary action, up to and including discharge from employment in accordance with Bazetta Township's existing personnel policy. Employees seeking help through a treatment center or other rehabilitation service will be encouraged to do so. In the event that a treatment alternative is offered to the employee, refusal to complete the treatment program may result in disciplinary action, up to and including discharge from employment in accordance with Bazetta Township's existing personnel policy.

Any employee who is convicted of a criminal drug offense in the workplace or outside the workplace is required to notify the Bazetta Township Clerk's office within five (5) days of said conviction. Within ten (10) days of receiving this information, the Bazetta Township Clerk's office shall notify the appropriate government agency of the workplace violation. Failure to do so will result in disciplinary action up to and including the termination of employment. The terms of this policy also apply to any contractors directly reimbursed for services through the Township.

The Township shall provide drug awareness information for its employees in the form of supervisory training, educational materials and programs. This will be done annually and may include the use of payroll envelopes containing updated information for the benefit of employees.

As a condition of employment, all employees are required to abide by the terms of this policy. All employees shall acknowledge same by use of a sign-off sheet for this purpose. By implementing these policies and providing an ongoing awareness program to its employees, this Board of Trustees will continue to show their efforts in making Township offices safe and healthy environments in which to work.

## **Article 41**

### **TEMPORARY LIGHT DUTY POLICY**

**Section 41.1: PURPOSE:** It is the purpose of this policy to establish the authority for temporary light duty assignments and procedures for granting temporary light duty to eligible bargaining unit members within this agency.

**Section 41.2: POLICY:** Temporary light duty assignments are for bargaining unit members in this agency who, because of injury, illness, or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative light duty assignments. Use of temporary light duty can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. It is the policy of this agency that eligible personnel are given reasonable opportunity to work in temporary light duty assignments.

#### **Section 41.3: Definitions:**

**Eligible Personnel:** For purpose of this policy, any bargaining unit member suffering from a medically certified illness, injury or disability requiring treatment of a licensed health care provider and who, because of injury, illness or disability, is unable to perform the regular assignment but is capable of performing alternative assignments.

**Family Medical Leave Act (FMLA):** Federal law providing for up to 12 weeks of annual leave for workers- in addition to leave provided by this agency- due to illness, injury, or certain other family conditions or situations.

**Section 41.4: Procedures:**

A. General Provisions.

1. Temporary light duty assignments may be changed at any time upon the approval of the treating physician, if deemed in the best interest of the employee or the agency.
2. This policy in no way affects the privileges of employees under the provisions of the Family Medical Leave Act, fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.
3. Assignments to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits.
4. No specific position within this agency shall be established to use a temporary light duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on light duty.
5. Light duty assignments as strictly temporary and shall not exceed six (6) month in duration.
6. After six (6) months, personnel on temporary light duty who not capable of returning to their original duty assignment shall pursue other forms of medical, disability or family leave (FMLA) as provided by this agency and State or federal law.
7. Employees on temporary light duty are prohibited from engaging in any off duty work related employment. Non-work related off duty employment will only be allowed with approval from the treating physician.
8. Depending upon the nature and extent of the disability an employee on temporary light duty may be prohibited or restricted from wearing the departmental uniform.
9. Light duty assignments shall not be made for disciplinary purposes.
10. Employees covered by this policy may not refuse temporary light duty assignments that are supported by and consistent with the recommendations of an attending physician or certified health care provider employees may protest such assignments through established grievance procedures.

B. Temporary Light Duty Assignments:

1. Temporary light duty assignments may be drawn for a range of technical and administrative areas that include but are not limited to the following:
  - a) Administrative functions (e.g. report review, special projects.)
  - b) Clerical functions (e.g. filing, computer work)
  - c) Desk assignments
  - d) Report taking writing (e.g. Computer reports)
  - e) Communications (e.g. complaint taker)
2. Temporary light duty assignments shall only be made to personnel within their respective departments.

C. Request for and assignment to temporary light duty.

1. Request for temporary light duty shall be submitted to the Chief or Department Head in writing. Request must be accompanied by a statement of medical certification to support reassignment, which must be signed by either the treating physician or other licensed health care provider. The certificate must include an assessment of the nature of work restrictions, and an acknowledgement by the health care provider of familiarity with the light duty assignment and the fact that the employee can physically assume the duties involved.
2. The request for light duty and the physician's statement shall be forwarded to the Board of Trustees, who shall make a Recommendation regarding the assignment to the Department head or designee.
  - a) This agency may require the employee to submit to an independent medical examination, by a health care provider of the agencies choosing to determine the employee's ability to return to full duty. The employer shall pay for the cost of this examination.
  - b) Should the employee's and the employer's examinations conflict, the parties will refer to **Section 26.2-D** to resolve the issue.
  - c) The employee shall cooperate and act in good faith in regards to the independent medical examination.
3. As a condition of continued assignment to temporary light duty, employees shall be required to submit monthly a statement of medical certification to support the continuation of assignment to temporary light duty. The statement must be signed wither by the treating physician or other licensed health care provider. The statement must include as assessment of the status of recovery, prognosis, and modification of previous work restrictions if any.

#### **D. Pregnant Employees:**

- 1) Pregnant employees are eligible for temporary light duty assignments as appropriate to their physical capabilities and well-being.
- 2) On a monthly basis, pregnant employees shall submit a physician's medical certificates that document:
  - a) The employee's physical ability to perform the present assigned duties.
  - b) The physician's appraisal that the type of work being performed will not injure the employee or her expected child.
  - c) Any recommended duty restrictions or modifications including temporary light duty.
- 3) Pregnant employees shall be permitted to continue working on regular duty or light duty assignments as long as they present monthly certificates or until a physician recommend that work be curtailed.

### **Article 42 Waiver in Case of Emergency**

**Section 42.1:** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Trumbull County Commissioners, the Trumbull County Sheriff, or the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this agreement shall be automatically suspended:

A. Time limits for Management or the Union's replies on Grievances.

B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding the provisions in the agreement relating to overtime compensation shall remain in full force and effect during the emergency.

**Section 42.2:** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure in which the grievance(s) had properly progressed.

### **Article 43 Severability**

**Section 43.1:** It is the intent of the Employer and the Union that this agreement complies with all applicable law(s) and legal statutes.

**Section 43.2:** If any provision of this agreement is subsequently declared by a judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provisions of this agreement are declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination to review the affected provision to determine if the conflict can be resolved to the mutual satisfaction of the parties.

#### **Article 44 Duration of Agreement**

This agreement shall be retroactive and effect as of January 1, 2011, and shall remain in full force and effect through December 31, 2013, unless otherwise re-opened and/or terminated as provided within this agreement.

No later than ninety (90) days prior to December 31, 2013, either party shall submit in writing a request to modify, amend, or terminate this agreement, it shall give written notice of such intent. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations with two (2) calendar weeks upon receiving notice of intent.

Any re-opener or the negotiations for a successor agreement shall follow all terms and conditions of ORC Chapter 4117. This condition shall remain in full force and effect for the term of this agreement.

Effective no later than October 15, 2011, the parties shall re-open this agreement to discuss and negotiate wages and the health care insurance package that would be effective January 2012 and January 2013.

Signature Page

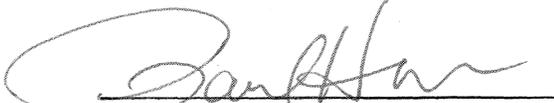
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 16 day of February, 2011.

STATE EMPLOYMENT  
RELATIONS BOARD

2011 MAR 21 P 12:42

FOR BAZETTA TOWNSHIP

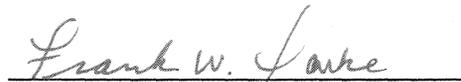
FOR IAFF Local #3703



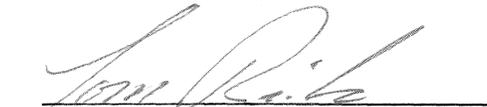
Paul Hovis, Trustee  
Bazetta Township



Dave Walter  
IAFF Local #3703



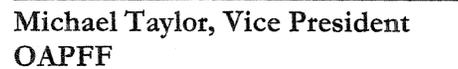
Frank Parke, Trustee  
Bazetta Township



Tom Rink  
IAFF Local #3703



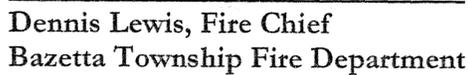
Don Urchek, Trustee  
Bazetta Township



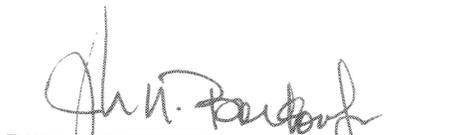
Michael Taylor, Vice President  
OAPFF



Rita Drew  
Township Fiscal Officer



Dennis Lewis, Fire Chief  
Bazetta Township Fire Department



John N. Barkan, Jr.  
Labor Relations Consultant,  
Bazetta Township