

CASE NO. 11-MED-04-0690

June 22, 2011 - June 22, 2014

EFFECTIVE

LOCAL #3417

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



AND

THE TOWNSHIP OF MADISON, DEPARTMENT OF FIRE

BETWEEN

COLLECTIVE BARGAINING AGREEMENT



K31558

2047-01

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## **PREAMBLE**

This agreement, entered into by the Township of Madison and the Madison Township Fire Department, hereinafter referred to as the "Employer" or "Department", and the International Association of Fire Fighters, hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code: to set forth the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein: and to provide a peaceful procedure for the resolution of differences in accordance with the grievance-procedure herein.

The term "employee" or "employees" where used herein refers to all employees within the bargaining unit. "Department", "employer", or "management" means the Township of Madison.

## **ARTICLE 1 RECOGNITION**

**Section 1.** The employer recognizes the union as the sole and exclusive bargaining agent for all full-time employees in the classification of Fire Fighter, Lieutenant, and Captain, and Assistant Chief.

**Section 2.** The union's exclusive bargaining unit includes only the job classifications and positions set forth in Section 1 above. The classifications of Fire Chief and Deputy Fire Chief shall be excluded from the unit.

**Section 3.** Whenever a new classification is created, the employer shall determine if the position is within the bargaining unit, and shall notify the union in writing. Upon written request of the union, the parties shall meet to discuss the inclusion/exclusion of the newly created classification. If the parties are unable to reach an agreement on the issue, either side may petition the State Employment Relations Board for a unit clarification.

## **ARTICLE 2 GENDER NEUTRAL**

**Section 1.** All employees in this agreement designate both sexes, and whenever the male gender is used it shall be construed to include both male and female employees, unless specifically stated otherwise.

## **ARTICLE 3 MANAGEMENT RIGHTS**

**Section 1.** The employer reserves all the customary rights, privileges, and authority of management, except as modified by the express terms of this agreement, including but not limited to, the following:

- A. To manage and direct its operations and employees including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, demote, discharge, or discipline for just cause, and to maintain order among employees.
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, work methods and standards, and the work to be performed.
- C. To determine the department goals, objectives, programs and services, and to utilize and assign personnel in a manner designed to effectively meet these purposes.
- D. To determine the size and composition of the work force, and determine the department's organizational structure.
- E. To determine the hours of work, work schedules, and to establish/revise work rules and regulations for all employees.
- F. To determine when a job vacancy exists, the duties to be included in any job classification, and the standards of quality and performance to be maintained.
- G. To determine the necessity to schedule overtime and the amount required thereof.
- H. To determine the department budget, and uses thereof.
- I. To maintain the security of records and other pertinent information.
- J. To take action to carry out the mission of the employer and determine and implement necessary actions in emergency situations.

**Section 2.** The exercise of any rights, power, authority, duty, or responsibility by the employer, and the adoption of such rules, regulations, and policies as may be deemed necessary, shall be limited only by the specific express terms of this agreement. Any matter or prerogative involving the management or governmental operations invested by law in the employer, and not covered by this agreement, remains in the province of the employer.

## **ARTICLE 4 WORK RULES**

**Section 1.** The union recognizes the right of the employer to promulgate reasonable work rules, policies, and procedures (work rules), inclusive of the right to modify or abolish such work rules. Newly established written work rules or modifications to written work rules shall normally be posted seven (7) days in advance of their effective date, except in case of emergency.

**Section 2.** The employer agrees that, insofar as practical, all work rules shall apply uniformly under similar circumstances within the group or groups of employees to whom such work rules are directed.

**Section 3.** Any decision or action of the employer pursuant to Section 1 above may be raised by as a topic of discussion at a labor-management meeting, held as pursuant to Article 5 herein. Additionally, the reasonableness of a work rule may be pursued through the grievance procedure in accordance with Article 10 herein.

**Section 4.** This article shall not be interpreted in any manner to relieve an employee of his responsibility to follow normal work rules and procedures of good conduct, which can reasonably be expected of an employee, regardless of whether such work rules have been reduced to writing.

## **ARTICLE 5 LABOR-MANAGEMENT CONFERENCE**

**Section 1.** In the interest of effective communications, either party may request a Labor-Management Conference. Such a request shall be made in writing and presented to the other party at least five (5) days in advance of the requested meeting date. The written request shall include an agenda of the items the party wishes to discuss, and the names of those representatives that will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than monthly, unless mutually agreed upon otherwise.

The purpose of this meeting shall be limited to:

- A. Discuss the administration of this agreement.
- B. Notify the union of changes made by the employer which effect bargaining unit employees.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed upon by the parties.
- D. Disseminate information of general interest to the parties.
- E. Give the union representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.

F. Discuss ways to increase and improve efficiency.

G. Consider and discuss health and safety issues relating to employees.

**Section 2.** There may be no more than two (2) employee union representatives present at any scheduled Labor-Management Conference. Any employee representative attending a scheduled Labor-Management Conference during his on-duty time shall suffer no loss of pay, and shall remain available to answer fire/emergency calls as necessary.

## **ARTICLE 6 UNION DUES**

**Section 1.** The employer agrees to withhold periodic union dues from the available wages of any bargaining unit employee, upon presentation of an "Authorization for Payroll Deduction Form (Exhibit A), individually and voluntarily completed by such employee. Individual dues deduction shall commence with the first pay period in which dues are customarily deducted, following the employers receipt of the authorization card. Dues will be deducted on a monthly basis, within the second pay period of the month, and will be transmitted to the union within ten (10) calendar days of the deduction. The union shall certify and furnish in writing, the mount of the dues to be deducted, and the name, title, and address of the authorized person and/or organization to whom the monthly dues shall be sent to by the employer. Changes in the amount of dues deducted must be certified to the employer at least thirty (30) days in advance of the effective date of change.

**Section 2.** Each eligible employee's signed authorization for dues deduction will be honored by the employer for the duration of this agreement, except that an employee may revoke his authorization by notifying the employer and the union, in writing, to cancel his deduction of dues. Such revocation or cancellation may only be submitted during the thirty (30) day time period commencing sixty (60) days prior to the expiration of any contract year and ending thirty (30) days prior to the expiration of any contract year.

**Section 3.** Sixty days following the beginning of employment, employees who are not management, and not members of the employee organization, will pay the employee organization a fair share fee. The arrangement does not require an employee to become a member of the employee organization. Fair share shall be the same amount as the dues paid by members of the organization.

**Section 4.** The employer assumes no obligation, financial, or otherwise, arising from the application of the provisions of this agreement. The union shall indemnify and hold harmless from any claims, actions, or proceedings, brought by an employee, person, or entity, arising from deductions made by the employer, pursuant to the provisions herein. The employer agrees to promptly notify the union of any claim made against the Township, in order that the union may undertake a defense. Once the dues are remitted to the union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the union.

## **ARTICLE 7 UNION ACTIVITIES**

**Section 1.** The employer agrees to recognize one (1) employee union representative for each work location (station). The representative shall represent employees on all shifts.

**Section 2.** No employee shall be recognized by the employer until the union has apprised the employer, in writing, of that person's selection or appointment.

**Section 3.** The investigation and writing of grievances on duty time shall not interfere with the operations, or work duties of employees. If grievance hearings are scheduled during an employee's regular duty hours, the employee and representative shall not suffer any loss of pay while attending the hearing.

**Section 4.** The union agrees that no representative of the union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The union further agrees not to conduct union business during normal working hours except to the extent specifically authorized herein.

**Section 5.** A leave of absence without pay (not to exceed a cumulative total of ten (10) working days per calendar year) may be granted to any employee(s) who has completed his initial probationary period, and who is selected to attend union conventions and conferences. Such leave must be requested at least thirty (30) calendar days in advance of the date(s) being requested. Should the granting of such leave create an operational hardship for the employer, the leave will be denied.

**Section 6.** The employer agrees not to interfere with the rights of employees to become members of the union, and agrees there shall be no interference, restraints, or coercion against any employee because of any lawful activity, in an official capacity, provided that the activity does not conflict with the terms of this agreement. The union agrees not to interfere with rights of employees to refrain or resign from membership in the union, and further agrees that there shall be no interference, restraint, or coercion against any employee exercising the right to abstain from involvement in the union or union activities.

## **ARTICLE 8 BULLETIN BOARDS**

**Section 1.** The employer agrees to provide space for a union bulletin board at each fire station.

**Section 2.** All union notices which appear on the bulletin boards shall be posted and removed by the designated union representative (one (1) per station).

**Section 3.** It is understood that no material may be posted on the union bulletin boards, at any time, which contain the following:

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a bi-partisan nature.

- B. Personal attacks upon, or derogatory statements about any other member, any other employee, or any elected office-holder.
- C. Attacks on any employee organization, regardless of whether or not the organization has local membership.

## **ARTICLE 9 DISCIPLINE**

**Section 1.** No employee shall be disciplined except for just cause.

**Section 2.** Except in circumstances of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the employer's policy.

**Section 3.** In determining appropriate discipline, the employer will take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 4.** In any investigatory interview between an employee and a representative of the employer, where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a union representative be present. Additionally, the employer shall submit to the affected employee, copies of all charges, allegations, and/or statements made against said employee, no later than two (2) business days prior to the interview.

**Section 5.** Records of suspensions and reductions in rank or pay shall be removed from the employee's personnel file after twenty-four (24) months from effective date, provided there are no intervening disciplinary actions of a like nature during that time. Records of written or verbal reprimands shall be removed from the employee's file after twelve (12) months, provided there are no intervening disciplinary actions of a like nature during that time.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to ensure that grievances, which may develop, are promptly advanced and answered. The term "grievance" shall mean an allegation by a bargaining unit employee or the union that there has been a breach, misinterpretation, or misapplication of the express terms of this agreement.

**Section 2.** A grievance under this procedure may be brought by any bargaining unit employee (grievant) or the union. Where a group of bargaining unit employees desire to file a grievance relating to a common issue or situation covered by this agreement, such grievance shall list all affected employees and shall be known as a "group grievance"; one (1) employee (grievant) shall be selected by the group to process the group grievance.

**Section 3.** All grievances must be timely processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure, will be deemed to have been settled on the basis of management's answer at the last completed step. Any grievance not answered by

management within the stipulated time limits, shall be considered to have been answered in the negative, and may be appealed to the next step of the grievance procedure. The bargaining unit or employee union may withdraw a grievance at any time by notifying management in writing.

**Section 4.** A grievance shall be submitted, in writing, on a mutually acceptable grievance form, and shall contain the following information pertinent to the grievance:

1. Aggrieved employee's name(s)
2. Aggrieved employee's classification
3. Date of incident giving rise to the grievance
4. Date grievance was discussed at Step 1
5. A statement as to the specific article(s) and section(s) of the agreement violated
6. A brief statement of the facts involved in the grievance
7. The remedy requested to resolve the grievance

Either party may amend a pending grievance or response at any time prior to a request for arbitration, upon specific written notice to the other party.

**Section 5.** The time limitations provided for in this article may be extended only by a mutual written agreement between the employer and the union.

**Section 6.** In order for a grievance to receive consideration, the following procedure shall be observed:

**A. Step 1 – Informal Step** The employee or the union representative shall submit the grievance, through a verbal discussion with the Deputy Chief or Fire Chief (Chief), within thirty (30) calendar days after the employee knows or reasonably should have known of the facts or events giving rise to the grievance. The Deputy Chief or Chief shall verbally respond to the union representative and the employee, and document his response, in writing, within five (5) calendar days of submission of the grievance.

**B. Step 2 – Fire Chief** If the grievance is not satisfactorily settled at Step 1, it must be presented, in writing, to the Fire Chief within ten (10) calendar days after receipt of the answer at Step 1. The Chief/designee may schedule a meeting between the parties, and shall respond to the grievance, in writing, within fifteen (15) calendar days after any Step 2 meeting, or receipt of the grievance at Step 2, whichever is applicable.

**C. Step 3 -Trustees** If the grievance is not satisfactorily settled at Step 2, it must be presented, in writing, to the Township Trustees within ten (10) calendar days after receipt of the answer at Step 2. The Township Trustees may schedule a meeting between the parties, and shall respond to the grievance, in writing, within fifteen (15) calendar days after any Step 3 meeting, or receipt of the grievance at Step 3, whichever is applicable.

**D. Step 4 -** If the grievance is not satisfactorily settled at Step 3, the union may submit the grievance to arbitration by submitting written notice to the employer within twenty (20) calendar days of receipt of the written answer at Step 3. Simultaneously, the union and the employer shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators.

Upon receipt of the list of seven (7) arbitrators, the parties shall confer and select an arbitrator within ten (10) working days from the date the list was received. Prior to striking,

either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may reject up to two (2) lists. The parties shall use the alternate strike method of selection. The party requesting arbitration shall be the first to strike a name, and the parties shall alternately strike the list until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

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

The arbitrator shall be requested to issue his decision within thirty (30) days of the close of the proceeding. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles or sections of the agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions in this agreement, nor to add to, subtract from, or modify any language therein in arriving at his determination on any issue presented that is proper and 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 issue not submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in no event, more than sixty (60) days prior to the date the grievance was filed.

The decision of the arbitrator shall be final and binding. All costs directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in what proportion the parties shall share the costs.

Expenses of any non-union employee witnesses shall be borne by the party calling the witness. The fees of court reporters 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 the transcript.

**Section 7.** A grievant may have one (1) employee union representative accompany him at any meeting scheduled pursuant to the provisions of Step 1 through Step 3 herein. Additionally, one (1) non-employee union official may be present at any meeting scheduled pursuant to Step 2 or Step 3 herein. Employee representatives and grievants shall suffer no loss of regular pay for attendance at meetings scheduled during their on-duty time

pursuant to the provisions of Step 1 through Step 3 herein. However, such employees may be required to respond to fire/emergency calls as necessary.

**Section 8.** Nothing contained in this agreement shall be construed to interfere with the right of an individual employee to present grievances and have them adjusted without union intervention, provided the union has the opportunity to be present at any grievance adjustment.

## **ARTICLE 11 NO STRIKE/NO LOCKOUT**

**Section 1.** The union does hereby affirm and agree that, during the life of this agreement, it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with, or the withholding of, services from the employer.

**Section 2.** In addition, the union shall cooperate at all times with the employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the union shall immediately notify employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of services from the employer is prohibited, not sanctioned by the union, and will advise all employees to return to work immediately.

**Section 3.** It is agreed that any violation of the above shall be sufficient grounds for disciplinary action. Any employee disciplined in accordance with this article shall have no right to appeal or grieve the discipline or level of discipline imposed; however, an employee may grieve the question of participation in any strike, slowdown, etc. Further, nothing in this article shall be construed to limit or abridge the employer's right to seek any available legal remedies against the union or bargaining unit employees to deal with the unauthorized or illegal strike.

**Section 4.** The Township shall not lockout any employees within the bargaining unit for the duration of this contract, provided there is no violation of Sections 1 or 2 herein.

## **ARTICLE 12 PROBATIONARY PERIODS**

**Section 1.** Every newly hired or promoted employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the employer in the applicable permanent bargaining unit position. The length of the probationary period shall be one (1) year for a newly hired employee. A newly hired employee must attain a State of Ohio approved Professional Fire Fighting Certificate, Emergency Medical Technician Certificate, Any prospective state or federally regulated adjustments to training or licensure shall apply to bargaining unit employees. Additionally, any employee hired after 01/01/93, must have, or have the ability to obtain, certification as an Basic EMT and HAZ-MAT Technician certifications.

**Section 2.** A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period, and shall have no appeal over such removal.

**Section 3.** A newly promoted employee will be required to successfully complete a probationary period of six (6) months in his newly promoted position. Promotion shall mean the act of moving to a higher ranking classification with a higher base rate of pay, but excludes the moving of Fire Fighters through the three (3) steps of Fire Fighter pay. A newly promoted employee who does not meet acceptable performance levels and/or training/licensure requirements, may be returned to his former classification at any time during his promotional probationary period without appeal.

## **ARTICLE 13 PERSONNEL FILES**

**Section 1.** No person may obtain or possess personnel records maintained by the employer except by this procedure.

**Section 2.** Each employee may request to inspect his official personnel file. Inspection of this file will be during the regular work hours of the Fire Chief. The employee is entitled to have a union representative accompany them if they so desire. The Fire Chief shall furnish to the employee, upon request, with a copy of any document in the file, which is not classified as confidential by law.

**Section 3.** If an unfavorable statement or notation is in the official personnel file, the employee may place a written rebuttal or explanation in the file. Any disciplinary records found to be past the time limits in Article 9, Section 5, shall be removed at this time.

**Section 4.** Requests by non-employees to view personnel files shall be processed in accordance with the following guidelines:

- A. The Fire Chief shall request that the person requesting the records provide written notice, with their name and address, forty-eight (48) hours in advance of reviewing the records.
- B. The employee shall be notified in writing that a request has been made to review their personnel file.
- C. Prior to the release of the public records, The Fire Chief will review the personnel file to ensure that it contains no confidential information.
- D. In the event the person requesting review of the personnel file desires copies, the same shall be provided to the employee.

**Section 5.** The employee shall be notified in writing any time that an item is added to their file, that they have not submitted to the employer themselves.

## **ARTICLE 14 SENIORITY**

**Section 1.** Seniority, for the purpose of this agreement, shall be determined by the length of continuous service with the Fire Department, calculated from the date of last employment in a full-time position.

**Section 2.** Continuous service shall be broken upon resignation, discharge, retirement, failure to return or be recalled from a layoff, or a "voluntary quit" as a result of absence without leave for two (2) consecutive work days or more, or failure to return from an authorized leave of absence.

**Section 3.** Station assignments will be done based on the past practice of allowing the most senior personnel to pick/bid a station or crew, provided they are qualified in training or rank for the assignment. Any new or open positions will first be offered to the bid process before any assignments are made. Personnel may only be moved from their bid position due to justifiable operational needs. This process applies to station and crew assignments only.

## **ARTICLE 15 LAYOFF (REDUCTION IN FORCE) PROCEDURE**

**Section 1.** Whenever the employer determines that a layoff (reduction in force) is necessary due to a lack of work, lack of funds, reasons of a substantial or material change in operations, or for the purpose of reorganization for reasons of economy or efficiency, the employer will notify affected employees in writing, seven (7) calendar days in advance of the effective date of the layoff.

**Section 2.** The employer shall determine the number of bargaining unit employees to be affected by any layoff. Any layoff of bargaining unit employees shall occur only after the layoff of all part-time, paid-per-call, and volunteer employees. Any layoff of bargaining unit employees shall occur in inverse order of seniority. Seniority for purposes of this procedure shall mean the uninterrupted length of continuous service within the Fire Department, commencing with the employee's date of hire in a full-time position.

**Section 3.** Any employee who is laid off shall receive payment for any earned and unused vacation and/or compensatory time within the next full pay period following the pay period in which the layoff occurs.

**Section 4. Recall** The employer shall determine when a recall of any laid off employee(s) is feasible, and shall determine the number of employees to be recalled, as well as the effective date of any recall(s).

**Section 5.** Laid off employees will be placed on a recall list by seniority for a period of twenty-four (24) months from the effective date of layoff. Said employees shall continue to accrue seniority during the twenty-four (24) month recall period. Recall from layoff will occur in reverse order of the layoff; that is, the last employee placed on layoff, shall be the first to be recalled. Laid off employees shall be required to maintain necessary certifications in order to be eligible for recall to the same level and position. The employer

agrees to make available and pay the costs of the training necessary to maintain the applicable level(s) of certification.

Section 6. Employees shall be given at least ten (10) calendar days advance notice of recall, and such notice shall be sent by certified mail to the last address of record. Employees shall have five (5) calendar days to accept or reject, in writing, the employer's offer of recall. Employees rejecting recall, or failing to report to work on the effective date of the recall, shall lose all seniority and rights of recall.

## **ARTICLE 16 HOURS OF WORK/OVERTIME**

Section 1. Work hours and work schedules shall be determined and assigned by the employer.

Section 2. The work period for bargaining unit employees assigned to 24 hour shifts shall consist of twenty-one (21) consecutive days.

The normal workday shall consist of twenty-four (24) hours consecutive scheduled hours, with average work weeks of forty-eight (48) hours during the twenty-one (21) day period, based on a rotating schedule of twenty-four (24) hours of work followed by forty-eight (48) hours of time off.

The normal workday for eight (8) hour bargaining unit employees shall consist of eight (8) consecutive hours, with an average work week of forty (40) hours. Monday – Friday: 0800-1600 hours.

The work period for bargaining unit employees assigned to a Kelly day coverage shall consist of twenty-one (21) consecutive days.

The normal workday for the Kelly day coverage shift shall consist of twenty-four (24) consecutive scheduled hours, with set work weeks of forty-eight (48) hours during the twenty-one (21) day period, based on a schedule of twenty-four (24) hours of work on Mondays, followed by seventy-two (72) hours of time off, followed by twenty-four (24) hours of work on Fridays, followed by forty-eight (48) hours of time off.

Employees assigned to the Kelly day coverage shift shall not receive a Kelly day as their schedule is on the same set days of work versus days off every week, therefore maintaining a constant forty-eight (48) hour work week.

All twenty-four (24) hour shifts as described herein, shall be staffed by bargaining unit members prior to the assignment of any bargaining unit member to the eight (8) hour per day, Monday thru Friday shift assignment, this is inclusive of the 24 hour on /48 hour off shift rotations as well as the Kelly day coverage 24 hour shifts, as well as any additional twenty-four hour shift bargaining unit positions added as addendum to this agreement.

Section 3. Work schedules will be posted at least fourteen (14) calendar days in advance of their implementation date. The employer retains the right to adjust the starting times of the shifts; however, any adjustment of more than one (1) hour from the current start time of 07:00 hours (for 24 hour shift employees) or 08:00 hours (for 8 hour shift employees)

will first be discussed with the union, in advance of any such change. In the event of an anticipated reduction in force for reasons of economy, the employer retains the right to modify the work day/week in order to minimize any such reduction, and agrees to provide the union at least fourteen (14) calendar days advance notice of the changes and the reasons thereof. Upon written request of either party, the parties agree to meet and discuss such change.

**Section 4.** The employer shall determine the necessity for overtime. A twenty-four (24) hour shift employee shall be eligible for overtime compensation for actual hours of work in excess of one hundred fifty-nine (159) actual hours of work in an established twenty-one (21) day work period. Time worked in excess of one hundred forty-four (144) hours of work, up to, and including one hundred fifty-nine (159) actual hours of work in a work period, shall be compensated as straight time. For the purpose of calculating straight time from the one hundred forty-four (144) hours through one hundred fifty-nine (159) hours, the time in active pay status shall count toward the one hundred forty-four (144). A eight (8) hour shift employee shall be eligible for overtime compensation for actual hours of work in excess of one hundred twenty-six (126) actual hours in an established twenty-one (21) day work period. Time worked in excess of one hundred twenty (120) hours of work up to, and including one hundred twenty-six (126) actual hours of work in a pay period shall be compensated as straight time.

**Section 5.** Actual hours worked in excess of one hundred fifty-nine (159) actual hours of work for a twenty-four (24) hour shift employee, in an established work period shall be compensated as overtime, at time and one half (1 ½) the regular rate of pay. (Time in active pay status only shall be counted toward the one hundred fifty-nine (159) hours of actual work). Actual hours worked in excess of one hundred twenty-six (126) actual hours of work for an eight (8) hour shift employee in an established work period shall be compensated as overtime, at time and one half (1 ½) the regular rate of pay. At no time will scheduled hours of work be amended to preclude the payment of overtime.

**Section 6.** An employee may elect compensatory time in lieu of authorized overtime compensation earned in accordance with Section 5 herein, provided the employee notifies the employer, in writing, prior to the end of the applicable pay period. For twenty-four (24) hour shift employees, compensatory time shall be on a time and one half (1 ½) basis for each hour of overtime worked in excess of one hundred fifty-nine (159) hours. For eight (8) hour shift employees, compensatory time shall be on a time and one half (1 ½) basis for each hour of overtime worked in excess of one hundred twenty-six (126) hours. An employee shall not accumulate nor bank more than one hundred eighty (180) hours of compensatory time. Compensatory time must be requested at least forty-eight (48) hours in advance, must be approved by the Chief or designee, and must be requested in increments of four (4) hours or more.

**Section 7.** Any employee called in to work by the employer on a non-scheduled day, shall be entitled to a minimum of two (2) hours work or two (hours) pay at the applicable rate of pay.

**Section 8.** Bargaining unit employees shall be permitted, but not required, to respond on all second calls, requests for extra manpower, structure fires, and any other call at which the unit member's skills are needed. If other personnel of sufficient number and level of training arrive at the situation, the bargaining unit member shall cease to function, and notify the employee in charge of the situation to note the time of the bargaining unit

member's departure. The bargaining unit member's time shall commence at the time that they respond. Bargaining unit members shall have the choice to receive compensation for these calls as compensatory time or overtime. If the member chooses compensatory time it will be computed in accordance with Article 15: section 6 of this agreement. If the bargaining unit member chooses overtime it will be compensated in accordance with Article 16: section 5 of this agreement.

**Section 9.** Premium and/or overtime compensation shall not be paid more than once for the same hours under any provision of this agreement.

**Section 10.** An eight (8) hour shift employee is one who is scheduled to work a forty (40) hour/five day work week vs. a 24 hour tour. Hours of work for a shift employee will normally be eight (8) hours per day. Bargaining unit employees working this shift will be eligible for overtime in accordance with Article 16: section 5 of this agreement.

**Section 11.** Whenever the Chief or designee determines it necessary to fill a full shift, or portion thereof, the employer agrees to utilize an Overtime Rotation System (ORS) in accordance with the procedures set forth herein. The Chief or designee may utilize full-time, non-bargaining unit employees until the ORS can be utilized.

**Section 12.** Bargaining unit employees shall be placed in the ORS based on seniority, (Exhibit B). Vacant shifts, or portions thereof, will be offered to the first employee on the list and successively thereafter, until all shifts or portions are filled, (the first shift or portion shall commence with the starting time of the vacant shift). An ORS form shall be filled one at a time, in the order in which they were received. Full shifts or portions shall not be offered as partial shifts until the second rotation is reached, as defined in section 13 herein. Employees working a forty (40) hour week will be included in the ORS rotation as has been past practice. Bargaining unit members shall have the right to fill any vacancy that is normally staffed by bargaining unit members, in accordance with the ORS.

**Section 13.** Once a bargaining unit member has taken a rotation, the ORS will commence with the next in line, bargaining unit members shall be offered each shift or portion three (3) times, and full shifts may not be offered as partial shifts until the second rotation. Station assignments for the open shift shall not affect the order in which personnel are offered the shift, although the bargaining unit realizes that some personnel may be unqualified for a rotation based on certification levels. The ORS shall start anew the first of January of each calendar year.

**Section 14.** In the event that the open shift, or portion thereof, is not filled as per sections 11, 12, and 13 herein, the employer may fill the shift or portion as they see fit. The completed ORS forms shall have a copy made, and placed in a binder in the radio room at Central Station.

**Section 15.** Once a bargaining unit employee has accepted a full shift or portion thereof, they shall be entitled to work the shift.

**Section 16.** The union is to check, monitor, and govern the bargaining unit employees in the use of compensatory time, and report the same to the employer. The union shall appoint a member of the local to make such reports to the employer. The reports should include the amount of comp-time in each employee's account. The union shall notify the

bargaining unit employee as to when he is close to the maximum allowed in his comp bank. No comp-time may be earned and placed in another employee's comp-time bank.

**Section 17.** The employer reserves the right to send any bargaining unit employee home from any situation listed before its completion. The employee is to notify the employee in charge if his 180 hour comp-time bank will be filled before the situation is deemed completed.

**Section 18.** Leap year. In order to maintain the current rotation set-up using a 24/48 hour schedule. When an extra day in February comes due to leap year, it will be worked as follows:

The shift will be divided into three crews. Ex. If "A" Crew is working Feb 28<sup>th</sup>, "A" Crew works the first eight (8) hours on the 29<sup>th</sup>, "C" Crew works the second eight (8) hours, and "B" Crew is back on until the next full 24.

**Section 19.** Overtime will be used to cover shifts to which the ORS applies. Also, with the understanding of past practice, all eight (8) hour employees have received personal days. This past practice shall continue as follows. Three personal days per year shall be given to eight (8) hour bargaining unit employees. These may be taken in any combination; but shall not exceed three total days. Personal days may not be accumulated. Personal days require at least an eight (8) hour notice to the Fire Chief.

## **ARTICLE 17 SHIFT TRADE**

**Section 1.** An employee may trade time (shifts) when the trade does not interfere with the operation of the Fire Department, and only with prior approval of the Chief/designee.

**Section 2.** Requests for trade time should be submitted in advance of the trade.

**Section 3.** In the event a trade is requested and authorized, it shall remain the obligation of the scheduled employee to ensure a qualified employee reports to work his shift. Traded time must be paid back within six (6) months of the initial trade. The employer has no obligation or responsibility to ensure the repayment of trade time.

**Section 4.** Traded time shall not be considered hours worked for the purposes of calculating overtime compensation.

## **ARTICLE 18 JURY DUTY/CIVIL LEAVE**

**Section 1.** The employer shall grant court leave, with full pay, to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the employer with a copy of the jury duty summons when requesting such leave. All leaves granted pursuant to this article shall commence on the date of appearance on the summons. Employees shall notify the employer immediately upon completion of the jury duty obligation.

**Section 2.** All compensation received by the employee for jury duty shall be remitted to the employer by the employee.

**Section 3.** On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift, provided reasonable time remains in the shift.

**Section 4.** Any employee who is appearing in court as a result of being a party to a non-work related action, either criminal or civil, may request vacation time, or leave without pay, in accordance with the applicable provisions of such leave.

## **ARTICLE 19 BEREAVEMENT LEAVE**

**Section 1.** A bargaining unit employee may be granted bereavement leave, with pay, to attend the funeral and or attend to the necessities resulting from the death in the immediate family, in accordance with the applicable provisions of such leave.

- A. One (1) twenty-four (24) hour shift will be granted during the four (4) calendar days following the date of death. If the employee is an eight (8) hour shift employee, they will be granted three (3) eight (8) hour shifts during the same time period.
- B. The employee must notify his supervisor of the reasons for his absence not later than one (1) hour prior to his scheduled time.
- C. Immediate family is defined as; parent, step-parents, parents-in-law, spouse, child, step-child, brother, sister, step brother or sister, brother or sister-in-law, grandparent or grandparent-in-law.

**Section 3.** Additional time off may be granted on a case by case basis, if extended travel or other hardships are encountered.

## **ARTICLE 20 MILITARY LEAVE**

**Section 1.** Any bargaining unit member who is a member of the Ohio organized militia or member of other reserve component of the armed forces of the United States, including the Ohio national guard shall be entitled to a military leave of absence without loss of pay for such time, in accordance with (ORC 5923.05)

- A.) Time on military leave shall be considered hours worked.

## **ARTICLE 21 SICK LEAVE**

**Section 1.** Each employee shall earn 0.125 hours of sick leave for each hour worked. Earned and unused sick leave shall accumulate without limitation.

**Section 2.** Sick leave may be granted to an employee as approved by the Chief and only for the following reasons:

- A. Illness, injury, or other disabling condition of the employee, inclusive of pregnancy related conditions.
- B. Illness, injury, or disabling condition of a member of the employee's immediate family (i.e., spouse, child, or step-child) where the employee's presence is reasonably necessary as verified by a physician. (Sick leave for attendance to an immediate family member is normally limited to one (1) twenty-four hour shift, or three (3) eight (8) hour shifts if applicable, unless otherwise ordered by a physician).
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. A female employee will be eligible for maternity leave for that period of time that she is physically incapable of performing her regular work-related duties.
  - 1. In the event of extended disability resulting from pregnancy or childbirth, the employee shall be entitled to use her accumulated sick leave, personal days, compensatory time, and vacation time. The employee may, request additional time-off in the form of an unpaid leave of absence beyond the extent of her accumulated time-off. Such request shall be submitted to the Fire Chief in writing.
  - 2. The female employee shall be entitled to sick leave pay for maternity to the extent of the total accumulated days to the credit of the employee. In the event the employee does not elect pay under this section, or if the employee has used all the sick leave to which she is entitled, the employee shall be placed on Maternity Leave. Maternity Leave under this section is an unpaid leave of absence the duration of which to be determined by the physical limitation or inability to perform regular work-related duties due to pregnancy or childbirth. It is incumbent upon the employee to notify the Fire Chief in writing, upon her learning of the pregnancy. It is further required that this notification is accompanied by a physicians statement regarding the length of time the employee can function in her normal work-related duties during the pregnancy. Upon the employee's return to work following Maternity Leave, a physicians statement must be submitted to the Fire Chief indicating that the employee is fit to return to full regular duty,
  - 3. A male employee shall at the option of the employee, be entitled to sick leave usage for the maternity of his spouse. The male employee shall be entitled to take up to ten (10) eight hour days, or four (4) twenty-four hour shifts, for the purpose of staying home to assist his family at the time of his spouse's delivery.

Absences due to service-connected illness or injury shall be charged against injury (medical) leave, in accordance with the provisions of article 22 herein.

**Section 3.** When an employee is unable to report to work due to illness, injury or disabling condition of himself or a member of his immediate family, he shall notify his supervisor, or

other designated person, at least one (1) hour in advance of his scheduled starting time, unless an emergency condition prevents such notice. When an absence extends for two (2) twenty-four (24) hour shifts or, three (3) eight hour shifts if applicable, or more the employee is required to provide a physician's statement indicating the nature of the illness, injury, or disabling condition, inclusive of the verification that the employee is able to return to work.

**Section 4.**

- A. Any employee who fully retires from active service with the Fire Department, and in accordance with the (age, service, and/or disability) requirements of the Police and Fire Retirement System, shall be compensated for one-fourth (1/4) the value of his unused sick leave. The rate of compensation shall be computed on the basis of the employee's rate of pay at the time of retirement.
- B. Any employee with eight (8) or more years of service with the Fire Department, who resigns from employment, exclusive of retirement as set forth in sub-section "A" above, shall be entitled to compensation for one-fifth (1/5) the value of his unused sick leave, not to exceed six-hundred (600) hours. The rate of compensation shall be computed on the basis of the employee's rate of pay at the time of resignation.
- C. An employee eligible to receive pay outlined in A or B will be given the following options;
  - 1. A one-time payment of the full amount; or
  - 2. Annual payments of equal amounts up to three (3) years. Payments will be provided in April of each year.
  - 3. If death would occur during the utilization of these options, the balance remaining will be paid to the appropriate beneficiary.

**Section 5.** Any employee with five (5) or more years of service with the Fire Department who has accumulated a minimum of two thousand (2000) hours of unused sick leave, may elect to receive an annual "attendance award." This award, in the form of a once annual payment to the employee for one third of the first two hundred forty (240) hours of unused sick leave. At no time can the employee's sick leave bank fall below two thousand (2000) available hours. Payment of this award will be made in a separate check during the first pay following the employee's departmental anniversary date. Employee's who wish to take advantage of this annual award, must inform the employer in writing, not less than thirty (30) days prior to the employees departmental anniversary date. Employees may elect to participate or not based on the criteria herein, on a year-by-year basis.

**Section 6.** Light duty may be offered by the employer for an extended sick leave.

- A) Extended sick leave : shall be defined per Section 2 (A),(D) with an expectation of time off greater than fourteen (14) calendar days.
- B) Transitional work Article 36 section 3 and Section 4 shall be used.
  - A) ORS shall be used to cover 100% of the back-fill for the first calendar month. ORS shall be used to cover 50% of the back-fill for the second calendar month. Any additional back-fill shall be covered by any means management deems appropriate.
  - B) Member on Light Duty/TD shall not be charged "Sick Leave".

## **ARTICLE 22 INJURY LEAVE**

**Section 1.** Injury leave is defined as leave granted for a service connected injury or illness occurring during the discharge of duty, and in the course of employment with the Madison Township Fire Department. Injury leave hours will not be deducted from an employee's accumulated sick leave. Injuries to individuals engaged in "horseplay", or for reasons not related to the employee's scope of duty, special assignment, and/or other on-duty activity, shall not qualify for injury leave.

**Section 2.** In order to initially qualify for injury leave, the employee's service connected injury or illness must be confirmed in writing by a physician designated by the Madison Township Trustees, or the employee's personal physician, as being one which prevents the employee from working.

**Section 3.** Up to nine hundred sixty (960) hours of injury leave may be granted by the Fire Chief, pursuant to the requirements set forth above.

**Section 4.** Additional increments of up to two hundred forty (240) hours may be granted by the Madison Township Trustees (majority vote), up to a total of two thousand four hundred eighty (2,480) hours. Employees seeking an additional increment of up to two hundred forty (240) hours, must have his injury or illness reaffirmed by his personal physician, or a physician designated by the Madison Township Trustees. This physician shall issue a statement as to the continued need for leave, inclusive of a probable date whereupon the employee will be able to resume his duties.

**Section 5.** After exhaustion of two thousand four hundred eighty (2,480) hours of injury leave, an employee must request accumulated sick time.

**Section 6.** Any employee who suffers a compensable injury or illness shall be eligible for wage continuation benefits in lieu of workers' compensation lost time benefits. Payment of related medical benefits shall remain the responsibility of the Bureau of Workers' Compensation (BWC). Wage continuation benefits are subject to the following conditions.

- A) The employee shall receive all appropriate and necessary medical treatment as soon as possible.
- B) The employee must complete a BWC FROI-1 application.
- C) The employee must complete a C-55 wage continuation agreement .
  - 1. Valid for forty-five (45) days.
- D) The employee shall complete a Outside employment history form. Exhibit C
- E) Provide needed documentation for outside employment wages.

**Section 7.** Wage continuation benefits shall commence immediately upon receipt of disability proof and completed claim application.

- A) Wage continuation benefits shall be the employee's then current rate of pay including all incentives multiplied by the employee's regularly scheduled hours per week.
- B) Wage continuation benefits shall include current outside employment, computed by an average of the previous twelve (12) months of documented pay. (If unable to work)
  - 1. Current outside employment will be paid at 100% of the Section 7 (B) average.

**Section 8.** While on wage continuation, an employee shall accrue sick leave, earn seniority and receive all normal benefits. Employee's on wage continuation shall be eligible to reschedule any vacations or other pre-scheduled time off which falls during the period of leave.

**Section 9.** Wage continuation will cease upon any of the following conditions.

- A) The employee returns to work.
- B) The employee has reached maximum medical improvement (MMI) and/or the condition has become permanent.
- C) The employee attempts to collect both temporary total compensation and wage continuation.

## **ARTICLE 23 VACATION**

**Section 1.** Employees are entitled to vacation based upon length of continuous full-time service with the Madison Township Fire Department as follows:

Length of continuous service	Annual vacation time	
	40 hr Employee	48 hour employee
Less than one (1) year	0 hours	0 hours
One (1) year, but less than (2) full years	40 hours	48 hours
Two (2) full years, but less than ten (10) full years	80 hours	96 hours
Ten (10) full years, but less then twenty (20) full years	120 hours	144 hours
Twenty (20) full years or more	160 hours	192 hours

In addition, employees working beyond twenty (20) full years of active service, will also be awarded an additional twenty-four (24) hours (or one duty day) per year until separation or retirement.

Vacation time shall be credited on the applicable anniversary date of employment and shall not be pro-rated. Vacation time shall be taken within one (1) year of the date it was credited, or it shall be forfeited. In the event that unused vacation is not taken within (1) year, and carryover is unapproved, the employee whose vacation time is forfeited, will be compensated for said forfeited time in the form of pay. This compensation will occur during the first pay period following the forfeiture, at the current rate of pay of the affected employee at the time of the forfeiture. However, upon written request of the employee, and with the approval of the Fire Chief, up to (48) hours of vacation may be carried over into the next anniversary year. Additionally, if vacation requests are denied based upon operational needs, and such time cannot be authorized within the one (1) year period, such time will be approved for carryover into the next anniversary year. Employees shall have the right to request an annual vacation buyout up to ninety-six (96) hours per year in lieu of carrying the time over into the following year. A written request for such vacation buyout shall be submitted to the Fire Chief at least 30 days prior to the anniversary date of employment of

the employee requesting. Compensation for vacation buyout shall be paid on the first pay period following the employee's anniversary date of employment.

**Section 2.** Employee vacation requests may be submitted at any time, and will be granted on a first come, first served basis. The Fire Chief or designee, based on operational needs, shall determine the number of employees who may be scheduled off at any one time. Every attempt will be made by management to report the status of the request within one (1) week. Ex.: denied, OK, Trying to fill.

**Section 3.** An employee shall be compensated for credited unused vacation upon separation from service. In the event of a death of an employee, such compensation shall be made to the spouse or estate of the deceased, as applicable.

## **ARTICLE 24 HOLIDAYS**

**Section 1.** Employees shall receive premium holiday pay for actual hours worked on any of the holidays listed below:

The following holidays shall be observed:

New Years Day	(January 1 <sup>st</sup> )
Martin Luther King Day	(3 <sup>rd</sup> Monday in January)
President's Day	(3 <sup>rd</sup> Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 <sup>th</sup> )
Labor Day	(1 <sup>st</sup> Monday in September)
Columbus Day	(2 <sup>nd</sup> Monday in October)
Veteran's Day	(November 11 <sup>th</sup> )
Thanksgiving Day	(4 <sup>th</sup> Thursday in November)
Christmas Day	(December 25 <sup>th</sup> )

**Section 2.** Holidays shall be observed on the actual day of the holiday as designated above. Unless mutually agreed otherwise, in writing by the employer and the union, designated holidays shall commence at 00:01 hours and end at 24:00 hours on the date(s) or day(s) set forth above, as applicable. Employees who work for any designated holiday shall receive half time for each hour worked in addition to the regular rate of pay for each hour worked (e.g., an employee who works sixteen (16) hours on Christmas Day would receive twenty-four (24) hours of pay).

**Section 3.** In lieu of any other holiday designation and compensation, except as provided in section 2 above, each employee shall be entitled to annual holiday compensation as follows:

Shall be paid annual holiday compensation of ninety-six (96) hours.

Annual holiday compensation will be paid in the first pay of June of each calendar year, and an employee must have completed one (1) full year of service with the employer to be eligible for annual holiday compensation. Holiday compensation will be paid as a separate check than the normal payroll check. With regard to eight (8) hour employees, such

employees will have an option in which the Fire Chief must be notified in writing by the 15<sup>th</sup> day of December for the next calendar year.

Option A: The eight (8) hour bargaining unit employee shall work all scheduled holidays, and will receive premium pay for actual hours worked at a rate of time and one-half (1 ½) for actual hours worked. The employee shall also be paid annual holiday compensation for (80) hours.

Option B: The eight (8) hour bargaining unit employee shall be off with normal pay, all accepted holidays. If the holiday falls on a Saturday then the employee shall be off the preceding Friday. If the holiday falls on a Sunday then the employee shall be off the following Monday. The coverage of these days shall be with the use of ORS.

## **ARTICLE 25 EDUCATIONAL INCENTIVE**

**Section 1** Employees shall be given credit for attending any educational training, seminar, convention, advanced educational course, junior college, college, university, government training facility, and other approved training facility that are deemed job-related (regularly scheduled department training is excluded, training necessary for recertification will only be counted if the employee attends a refresher course for their of training). Credit will be assigned by a point system, and once five (5) points are obtained the employee will be entitled to an annual one hundred and twenty-five (\$125.00) dollar educational incentive. An employee will be entitled to earn up to eighty (80) credit points for a maximum annual educational incentive of two thousand (\$2,000.00) dollars. Points will be cumulative but will not entitle an employee to an incentive until such time as each set of five (5) points is reached. In order to qualify for an educational incentive, verification of the course work, inclusive of verification of a "C" grade or "PASS", must be submitted to the employer by June 1<sup>st</sup>. of the applicable year. Educational incentives will be paid in the first pay of July of each year.

**Section 2** Employees will be eligible to accrue educational incentives points for successful completion of approved training/coursework in accordance with the following schedule:

<u>Training/coursework</u>	<u>Points</u>
Classes of 6 - 12 hours	.5 points
Classes of one (1) week or longer	1.5 points per week
Accredited courses toward a Degree	.5 points per 1 credit hour

(A week is defined as five (5) or more consecutive days with at least six (6) hours per day)

**Section 3** Employees will be eligible for tuition reimbursement for prior approved training courses and degree programs, that assist in approving the abilities of the employer. The Employer will reimburse the employee for any costs incurred for books, fees, and tuition upon completion of courses that are approved in advanced. The interested employee must submit a request for reimbursement and a course synopsis, inclusive of a cost, to the employer at least thirty (30) days prior to the commencement of the training classes. Employees must provide verification of successful completion of the approved coursework,

inclusive of at least a "C" or "PASS" grade, before reimbursement will be made. Reimbursement for tuition, books, and other fees will not exceed a cumulative total of three thousand (\$3,000.00) dollars in a calendar year.

## **ARTICLE 26 SAFETY**

**Section 1.** The parties recognize and agree that maintaining a safe work environment is a mutual responsibility of the employer and the employees. Employees shall immediately report, in writing, any unsafe condition to the maintenance captain, with a copy to the Fire Chief.

All pumpers, ladder devices, and motor vehicles used in emergency response shall be subject to an annual inspection (i.e., all major parts of the vehicle will be inspected at least once during the year). Personal Protective Equipment (PPE) shall be maintained and will meet the current NFPA 1971 Standard for structural firefighting ensemble (turnout gear), in addition, PPE and related items of equipment will comply with the related section(s) of the Ohio Administrative Code.

**Section 2.** Turnout gear and/or equipment specifically required by the employer shall be provided by the employer and shall remain the property of the employer.

**Section 3.** Employees assigned to twenty-four (24) hour shifts shall have the opportunity to observe a daily crew rest period between the hours of 13:00 – 15:00 each shift. Due to the length of their assigned shift and the probability that the calls for service will interrupt their normal overnight sleep at irregular intervals, it is imperative that the employees be as rested as possible during their shift so as not to encumber their safety, or the level of service to the community. Crew rest periods shall be at the discretion of the employee, so long as daily station duties are completed, and the rest period is conducted in an area of the station not accessible to the general public. Employees observing crew rest must remain available to respond to calls for service.

**Section 4.** The employer shall maintain the mandatory minimum staffing to four (4) Fire Fighters per shift, two(2) at Station #1, and two (2) at the Belmont Station. This minimum staffing shall be in effect 24 hours per day, every day of the calendar year. The employer reserves the right to add additional non-bargaining unit positions/employees in addition to the minimum staffing of bargaining unit positions as indicated herein, so long as the bargaining unit positions account for at least fifty percent (50%) of the total on duty staff at each station.

**Section 5.** With the understanding that even though the staffing levels indicated in this article are a vast improvement in our ability to serve the community, while working in somewhat safer conditions, the increase in career staffing proposed is still far short of the accepted national standard on safe staffing. The union agrees to work with the employer in a concerted effort to improve staffing and response capabilities.

## **ARTICLE 27 UNIFORMS**

**Section 1.** The Fire Chief shall determine the type, style, and kind of uniforms to be worn by employees while on-duty and/or responding to fire/emergency calls. Uniform wear shall be in accordance with the departmental uniform guidelines.

**Section 2.** Each newly hired employee shall be entitled to an initial (1<sup>st</sup> year) uniform allowance of seven hundred fifty (\$750.00) dollars for the purchase of regulation uniforms, including "dress blues", as may be required. Thereafter, each employee shall be entitled to an annual uniform allowance of four hundred (\$400.00) dollars. The annual uniform allowance will be paid through a purchase order system as established by the township. The employee will be credited with the allowance on their anniversary date, and will be cumulative from year to year. It is therefore incumbent upon the employee to ensure that all necessary uniforms and/or uniform accessories be maintained and replaced as necessary, in order to comply with Fire Department SOP(s) governing uniform wear. Use of the uniform allowance is authorized for the purchase of, but not limited to, the following items; duty shirts, T-shirts, polo shirts, duty pants, uniform belt, duty shoes/boots, job shirts, neck ties, cover-alls, uniform coat, squad jacket, head wear, workout-wear, and sleep wear. Since it is understood that uniform items sometimes need replaced throughout the year, the uniform allowance may act as a form or reimbursement to an employee who has already made out-of-pocket expenditures for such items prior to his anniversary date. Any bargaining unit employee who arrives for duty with a uniform that is below standards or un-serviceable, may be subject to disciplinary procedures.

**Section 3.** Employees shall at all times be properly attired in accordance with the uniform standards, and shall be subject to inspection. Regulation uniforms shall not normally be required during attendance at approved training courses/seminars, unless specified otherwise, in writing, by the Chief.

**Section 4.** Any uniforms damaged and rendered un-usable while working, shall be replaced and not be deducted from the employee's uniform allowance. Bargaining unit employees will be entitled to a new dress uniform in the fifteenth (15<sup>th</sup>) year of their employment, provided the current dress uniform is made available to a non-full-time employee.

**Section 5.** The employer shall maintain a uniform supply and cleaning service as currently provided to the Union.

## ARTICLE 28 WAGES

**Section 1.** Effective the first full pay period commencing in April 2012, the rates for bargaining unit employees shall be as follows:

<u>Pay Grade</u>	<u>Hourly Rate</u>	<u>Annual</u>
Probationary Fire Fighter	\$ 11.76	\$ 29,359.45
Fire Fighter 1 (6 months to 1 ½ years)	\$ 12.10	\$ 30,207.84
Fire Fighter 2 (1 ½ years up to 3 years)	\$ 13.47	\$ 33,627.11
Fire Fighter 3 (3 years and up)	\$ 14.86	\$ 37,097.80
Lieutenant	\$ 15.66	\$ 39,103.08
Captain	\$ 16.63	\$ 41,519.71
Assistant Chief	\$ 17.60	\$ 43,936.34

**Section 2.** Effective with the first full pay period commencing in April 2013, the rates for bargaining unit employees shall be as follows:

<u>Pay Grade</u>	<u>Hourly Rate</u>	<u>Annual</u>
Probationary Fire Fighter	\$ 12.11	\$ 30,240.23
Fire Fighter 1 (6 months up to 1 ½ years)	\$ 12.47	\$ 31,114.08
Fire Fighter 2 (1 ½ up to 3 years)	\$ 13.88	\$ 34,635.92
Fire Fighter 3 (3 years and up)	\$ 15.31	\$ 38,210.73
Lieutenant	\$ 16.14	\$ 40,276.17
Captain	\$ 17.13	\$ 42,765.30
Assistant Chief	\$ 18.13	\$ 45,254.43

**Section 3.** Effective with the first full pay period commencing in April 2014, the rates for bargaining unit employees shall be as follows:

<u>Pay Grade</u>	<u>Hourly Rate</u>	<u>Annual</u>
Probationary Fire Fighter	\$ 12.48	\$ 31,147.44
Fire Fighter 1 (6 months up to 1 ½ years)	\$ 12.84	\$ 32,047.50
Fire Fighter 2 (1 ½ years to 3 years)	\$ 14.29	\$ 35,675.00
Fire Fighter 3 (3 years and up)	\$ 15.77	\$ 39,357.05
Lieutenant	\$ 16.62	\$ 41,484.46
Captain	\$ 17.65	\$ 44,048.26
Assistant Chief	\$ 18.67	\$ 46,612.06

**Section 4. Rating Pay** Employees who have completed an approved course of instruction, maintain the applicable certification(s), and actively maintain participation (responses to call requiring such expertise) shall be entitled to rating pay as follows: (may be combined)

- A. Paramedic EMT - seventy-five (\$.75) cents an hour.
- B. Haz-Mat Technician - forty (\$.40) cents an hour.

**Section 5.** All bargaining unit employees shall be required to reach and maintain the level of EMT-B and HazMat Technician within three (3) years of their hire date.

**Section 6.** A paramedic may drop their paramedic status only on the approval of management, according to operational need at the time. This will be reviewed on a case by-case status, and then only after fifteen (15) years of service has been completed. A basic EMT card must be maintained. If the paramedic certification is lost for any other reason, it will be reviewed on a case-by-case basis.

**Section 7.** Eight (8) hour shift employees will receive annual compensation as per twenty-four (24) hour employees within the same classification. Eight (8) hour shift employees hourly rate will be based on a forty (40) hour workweek versus a forty-eight (48) hour workweek (i.e., higher hourly rate).

**Section 8:** The bargaining units payday will be on the current schedule as per past practice.

- A. Each member will have the choice of direct deposit or paper check.
- B. The Township agrees to a consistent method of payment, meaning if a member chooses direct deposit they will always receive direct deposit. If they choose paper checks they will always received paper checks.
- C. The member will notify the Township in writing, 30 days before wanting a change in pay method.
- D. Direct deposits will post to the members account prior to the end of business on Tuesday.
- E. Paper Checks will be available Tuesday by 0800 hours at the Central Fire Station.

## **ARTICLE 29 LONGEVITY**

**Section 1.** Employees shall be eligible to receive longevity compensation after the completion of the required length of continuous service as follows:

<u>Years of Service</u>	<u>Annual Longevity Compensation</u>
Completion of three (3) full years of service but less than five (5) years	\$286.00
Completion of five (5) full years of service but less than ten (10) years	\$440.00
Completion of ten (10) full years of service but less than fifteen (15) years	\$600.00
Completion of fifteen (15) full years of service but less than twenty (20) years	\$750.00
Completion of twenty (20) full years of service or more	\$950.00

**Section 2.** Longevity compensation will be paid in the first pay of December of each calendar year. Longevity pay shall be computed only upon completed years of full-time service with the employer, and shall not be pro-rated. Longevity check is to be given in a separate check from normal payroll.

## **ARTICLE 30 MEDICAL PLAN AND LIFE INSURANCE**

**Section 1.** The employer agrees to make available a group health/medical plan to all bargaining unit employees. The employer further agrees to maintain the same or comparable coverage or benefit levels as in effect on January 2005. Cost factors, experience (usage), and market availability will be considered by the employer when evaluating and determining comparable benefit/coverage levels. The method of provision of these benefits shall be determined by the employer.

**Section 2.** The employer agrees to pay the following cost of the health/medical plan for bargaining unit employees and their dependents, for the term of this agreement.

2012 - 100% of Cost of Health Plan.  
2013 - 100% of Cost of Health Plan.  
2014 - 97% of Health Plan Cost.

**Section 3:** The employer agrees to withhold the employee share of healthcare cost, in equal payments from the biweekly check.

**Section 3.** The employer agrees to provide each eligible full-time employee with group life insurance coverage in the face amount of twenty five thousand (\$25,000.00) dollars.

**Section 4.** The employer agrees to provide employees and their dependents, optical and dental care at the same or comparable coverage or benefit levels as is in effect on January of 2005, at no cost to the employee.

## **ARTICLE 31 PROMOTIONS**

**Section 1.** The employer agrees that bargaining unit employees will not be discriminated against or excluded from any testing or consideration in regards to promotions or promotional exams.

**Section 2.** A union representative may examine any results from promotional exams.

**Section 3.** Promotions will follow the chain of command/progression (i.e., Fire Fighter to Lieutenant to Captain to Assistant Chief).

## **ARTICLE 32 OUT OF CLASS PAY**

**Section 1:** Whenever a Firefighter is required to perform the duties of a bargaining unit officer for a period of at least four (4) consecutive hours during a tour of duty, out of class pay shall apply.

**Section 2:** If the officer vacancy is the Duty Officer, the firefighter shall receive seventy-five cents (\$0.75) per hour worked.

**Section 3:** If the officer vacancy is a Station Officer, the firefighter shall receive ten cents (\$0.10) per hour worked.

## **ARTICLE 33 REPRODUCTION/BINDING**

**Section 1.** The Employer agrees to pay 50% of the cost for reproduction and binding of this agreement.

A. The cover of the agreement shall be Red in color.

**Section 2.** The Union shall provide the Employer with Ten (10) Copies of the Agreement.

## **ARTICLE 34 DRUG FREE WORKPLACE**

**Section 1: Policy:** The employer and the bargaining unit recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the employer's work sites and/or while an employee is on duty.

**Section 2: Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the employer shall inform the employees on how the tests are conducted, what the test can determine, what may cause the prescribed testing methods to produce false positive results, and the consequences for testing positive for drug and/or alcoholic beverage use. All employees, newly hired by management will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Prior to any testing, the employee shall be required to sign a consent and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the employer. No disciplinary action will be taken against an employee unless he refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs or alcohol while on duty within one (1) year of completing an appropriate rehabilitation program.

**Section 3: Employee Testing:** Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering drug or alcohol abuse. If, however there is reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the employer will require the employee to undergo a medical test consistent with the conditions set forth in this agreement. This reasonable suspicion may be based on the following:

- a. Involvement in a fatal or serious bodily injury accident or an accident involving substantial property damage (exceeding \$2,500.00); or
- b. An observable phenomena, such as direct observation of drug/alcohol use, or the physical symptoms of being under the influence of a drug/alcohol; or
- c. A pattern of abnormal conduct or erratic behavior; or
- d. An arrest and conviction of a drug related offense; or
- e. Information provided by reliable and credible sources that have been independently corroborated.

**Exceptions:** Random sample testing may be performed in compliance with the Ohio Bureau of Workers Compensation (OBWC) Drug-Free Workplace Program (DFWP) as outlined in 4123-17-58 of the Ohio Administrative Code, providing;

- a. All employees in all classifications of employ are entered into the random selection pool/process; and
- b. All employees are subjected to the fair and equal selection process regardless of employment classification or position; and
- c. Employees of the bargaining unit are not subject to more frequent testing than those employees in other classifications on the basis of employee availability, work schedules, or attendance.
- d. All employees in all classifications of employ, is defined as any person employed by, and who receives any monetary compensation or stipend payment from the Township of Madison.
- e. This exception only modifies the ability of the employer to choose the OBWC/DFWP random sampling process, and does not grant exception to any other section of this article.

In the event that the OBWC/DFWP exception outlined in this section is violated, this exception shall become void and all bargaining unit employees shall be governed under the normal language of this Article excluding any language pertaining to the OBWC/DFWP exception.

**Section 4: Sample Collection:** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to by the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed as set by NIDA. The bargaining unit and the employer agree that security of the biological urine and blood samples is absolutely necessary, therefore the employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA standards. Employees have the right for union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

**Section 5: Drug Testing:** The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the United States Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100ng/ml
Cocaine metabolites	300ng/ml
Opiate metabolites (1)	300ng/ml
Phencyclidine	25ng/ml
Amphetamines	1,000ng/ml

(1): If immunoassay is specific for free morphine the initial test is 25 ng/ml.

If the initial testing results are negative, testing shall be discontinued, all samples destroyed and the records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values:

Marijuana metabolites (1)	15ng/ml
Cocaine metabolites (2)	150ng/ml
Opiates	
Morphine	300ng/ml
Codeine	300ng/ml
Phencyclidine	25ng/ml
Amphetamines	
Amphetamine	500ng/ml
Methamphetamine	500ng/ml

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylcegonine

If confirmatory testing results are negative, all samples shall be destroyed and the records of the testing expunged from the employee's file.

**Section 6: Alcohol Testing:** An Intoxilizer or similar test equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual through and utilizing equipment certified by the Ohio Department of Public Safety. An initial positive level shall be .08 grams per 210L of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol test. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100ml blood. If confirmatory testing results are negative, all samples shall be destroyed and the records of the testing expunged from the employee's file.

**Section 7: Medical Review Physician:** The Medical Review Physician shall be chosen and agreed upon by the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical review of the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed or over-the-counter obtained medication.

**Section 8: Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The employer will be required to keep the results confidential and it shall not be released to the general public.

**Section 9: Testing Program Costs:** The employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

**Section 10: Rehabilitation Program:** Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by the Employee Assistance Program counselor. Employees who complete a rehabilitation program will be re-tested randomly every quarter for the following twelve (12) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to the re-testing contained herein. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued earned leave for the necessary time off involved in the rehabilitation program. If the employee tests positive during the twelve (12) month period they shall be subject to disciplinary action as per the department rules and regulations, the employee shall be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not

covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twelve (12) month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the department rules and regulations.

**Section 11: Duty Assignment After Treatment:** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed and two (2) years have passed since the employee entered the program, the employee's personnel file shall be purged of any record of his drug/alcohol problem.

**Section 12: Right of Appeal:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner as any other employer action under the terms of this agreement is grievable.

**Section 13: Union Held Harmless:** This drug and alcohol testing program was initiated at the request of the employer. The employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**Section 14: Changes in Testing Procedures:** The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties agree to bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures outlined in the grievance procedure of this agreement.

**Section 15: Conflict With Other Laws:** This article is in no way intended to supercede any constitutional or other rights that the employee may be entitled to under Federal, State, or Local statutes.

## **ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 1:** The employer will establish an Employee Assistance Program for all employees who may require assistance with problems of a personal nature, which program shall be subject to the following conditions:

1. Prior to the implementation of the program a detailed cost of services, methods, and procedures will be agreed upon between the union and the employer with respect to all aspects of the program. No new or additional services, methods and/or procedures will be implemented without the agreement of both the union and the employer.
2. Participation in the Employee Assistance Program will be voluntary, and no employee will be ordered, coerced, or in any way intimidated or influenced in order to require the employee to utilize the services in connection with the program. This does not preclude offering this program in disciplinary proceedings.

3. Any information or communication whatsoever relating to the employee's participation in the program, or obtained as a result of an employee's participation in the program, or in connection with the use of the program, shall be kept in strict confidence, and no such information shall be disclosed in any proceedings involving the employee or between the parties without the consent of the union and the employee involved.
4. No employer's representative, supervisor, or officer shall have access to any information whatsoever relating to an employee's participation in the program, or obtained as a result of or during the course of an employee's participation in the program, or in connection with the use of the program.
5. Any person who provides advice counsel or any other services in connection with the program, shall not be a competent or compellable witness in any proceedings involving the employee or between the parties with respect to any matter relating to or in connection with the program, without the consent of the union and the affected employee.
6. No employee shall be disciplined or adversely affected with respect to any term or condition of employment as a result of his participation in the program or on account of any matter relating to meetings, information, or discussions during the course of his participation in the program or in connection with it.
7. No employee shall be required or ordered to seek advice, counsel, medical, or psychological examinations, counseling, or attention by any doctor retained, employed, or recommended by the EAP Committee. No employee shall be intimidated or otherwise adversely affected with respect to any term or condition of employment in order to require him to utilize services set out above, or as a result of his failure to utilize such services.

**Section 2:** A committee comprised of the Fire Chief, (1) Trustee, Fire Department Chaplain, Union President, and (1) physician shall recommend to management further policies which may govern the E.A.P. for the bargaining unit. The recommendation shall be advisory only. The subject matter which may be included in such recommendation may include but is not limited to:

- a. Drug Abuse
- b. Alcohol Abuse
- c. Critical Incident Stress Debriefing
- d. Immediate Family Loss Counseling
- e. Financial Problems
- f. Stress
- g. Marital Problems
- h. Infectious Disease Exposure

## **ARTICLE 36 TRANSITIONAL DUTY**

**Section 1.** An employee who suffers a compensable workplace injury or illness and is thereby rendered temporarily unable to perform all of the duties of the employee's position may be assigned to Transitional Duty.

**Section 2.** Upon receipt of documentation of a workplace injury/illness which renders a employee eligible for wage continuation, the Township may contact the employee's physician regarding transitional duty.

**Section 3.** After receiving approval for transitional duty from the physician, a written offer will be made to the employee addressing the following.

- A) Reporting requirements.
  - 1. Hours of work
  - 2. Employer will schedule employee on normal duty days.
  - 3. Uniform wear.
- B) The beginning and ending dates of the duty.
- C) Job description.
  - 1. Basic Job descriptions will be developed with the union.

**Section 4.** While on Transitional Duty the employee will:

- A) Not be required to use paid leave for medical appointments.
- B) Not be eligible for overtime or special duty.
- C) Not be permitted to respond to emergencies.
- D) Receive wage continuation benefits.
- E) Be off on holidays.

**Section 5.** Transitional Duty may be offered for sick leave per Article 21.

## **ARTICLE 37 OFFICER ASSIGNMENTS**

**Section 1:** The Union recognizes that Management may wish to have an Officer assigned to each station. In-so much as possible, under normal staffing, the Union agrees that an Officer may be assigned to each station, if Management requests so.

**Section 2:** These assignments shall be made based on the current practice, covering station assignments in Article 14, section 3.

**Section 3:** The bidding process will take into account that an Officer position shall exist at each station on A, B, and C crews.

**Section 4:** While this would assure an Officer is each station 90% of the time, Kelly days, Vacations, Sick Time, or other leaves may reduce the amount of Officers on duty.

**Section 5:** If for whatever reason an Officer is not on duty at either station, then Article 32 would apply.

## **ARTICLE 38 SEVERABILITY/SAVINGS**

**Section 1.** Should any part of this agreement or provisions herein be deemed invalid by operation of applicable law, any applicable federal or state regulation, governmental regulations, or court decisions of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part of a provision of this agreement shall not invalidate the remaining portions, and they shall remain in force and effect.

**Section 2.** In the event any provision herein is rendered invalid, upon written request of either party hereto, the employer and the union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

**Section 3.** This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations, herein, contained shall be affected, modified, altered, or changed, in any respect, whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by change geographically or otherwise in the location of place of business of either party.

## **ARTICLE 39 WAIVER IN CASE OF EMERGENCY**

**Section 1.** In the cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Richland County Commissioners, the federal or state legislature, the Board of Township Trustees, or the Fire Chief, limited to acts of nature or civil disorder, the following conditions of this agreement may be automatically suspended at the direction of the employer:

- A. Time limits for processing of grievances
- B. Any and all agreements, work rules, and/or practices relating to the assignment of employees; except that it is agreed that there shall be no loss of premium pay earned as set forth in this agreement, unless otherwise mutually agreed upon between the parties.

**Section 2.** Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the applicable point in the grievance procedure to which they have properly progressed.

## **ARTICLE 40 DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective June 20, 2011, and shall remain in full force and effect until June 20, 2014.

**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration date of this agreement. The parties shall

attempt to commence negotiations within two (2) calendar weeks upon giving notice of intent.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the parties, after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the employer and the union. Any matter not expressly addressed in this agreement, shall remain the prerogative of management, consistent with the specific provisions of this agreement. Therefore, the employer and the union, for the life of this agreement, each voluntarily and unequivocally waives the right, and agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either.

**Section 4.** However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this agreement provided such an amendment is reduced to writing and signed by both parties as set forth in article 34 herein.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this 22nd day of June, 2011

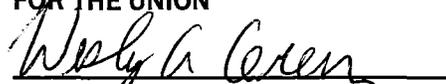
FOR THE TOWNSHIP OF MADISON

  
Mr. David Spain, Chairman

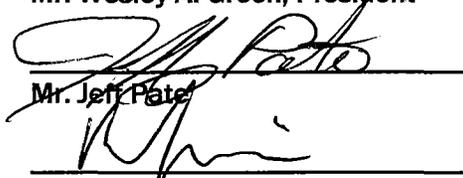
Mr. Homer Hutcheson

  
Mr. Mark McDaniel

FOR THE UNION

  
Mr. Wesley A. Green, President

Mr. Jeff Pate

  
Mr. Kevin Spain, Vice-President

**AUTHORIZATION FOR PAYROLL DEDUCTION (EXHIBIT A)**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Classification: \_\_\_\_\_

To: Madison Township

I hereby authorize, Madison Township, Richland County, Ohio to deduct the sum of \$ \_\_\_\_\_ from my wages each pay period, for dues in the IAFF Local #3417 effective \_\_\_\_\_.

It is my understanding that this authorization can only be revoked by submission in writing, to the Township and Union, no earlier than sixty (60) days, nor later than thirty (30) days prior to the expiration of the contract.

I also hereby authorize Madison Township, Richland County, Ohio to accept and honor the written requests of the IAFF Local #3417, signed by the President and Secretary-Treasurer, to increase or decrease the amount of dues withheld.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness  
Printed: \_\_\_\_\_

Witness  
Signature: \_\_\_\_\_

## ORS FORM (EXHIBIT B)

DATE OF OPEN SHIFT \_\_\_\_\_ STATION ASSIGNMENT \_\_\_\_\_

START TIME OF SHIFT \_\_\_\_\_ END TIME OF SHIFT \_\_\_\_\_

DATE NOTIFIED \_\_\_\_\_ DATE SHIFT FILLED \_\_\_\_\_

CREW \_\_\_\_\_ DAY OF WEEK \_\_\_\_\_ REASON \_\_\_\_\_

CONTACT \_\_\_\_\_ 1<sup>ST</sup> Y / N \_\_\_\_\_ 2<sup>ND</sup> Y / N \_\_\_\_\_ 3<sup>RD</sup> Y / N \_\_\_\_\_

*Bargaining Unit Employee's names listed in this area, in order of seniority. From Highest to Lowest.*

PERSON ACCEPTING SHIFT \_\_\_\_\_

NEXT PERSON IN ROTATION \_\_\_\_\_

FORM COMPLETED BY \_\_\_\_\_

**Current Outside Employment Form**  
**Wage Continuation**  
**Exhibit C**

**Employer #1**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
street address city, state zip

Company Phone Number:(\_\_\_\_\_) \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ Average hours of work per week: \_\_\_\_\_

Total gross income for previous twelve (12) months: \_\_\_\_\_

**Employer #2**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
street address city, state zip

Company Phone Number:(\_\_\_\_\_) \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ Average hours of work per week: \_\_\_\_\_

Total gross income for previous twelve (12) months: \_\_\_\_\_

**Employer #3**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
street address city, state zip

Company Phone Number:(\_\_\_\_\_) \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ Average hours of work per week: \_\_\_\_\_

Total gross income for previous twelve (12) months: \_\_\_\_\_

## Side letter of agreement

### Amendments to the Collective Bargaining Agreement

The Madison Township Professional Firefighters, IAFF Local 3417, hereafter "Union" and the Madison Township Trustees, hereafter, "Employer", do hereby agree to the following.

Due to the separate employee agreement between the employer and Assistant Chief Rick Evans, the following will comply with section 2 of said agreement.

#### ARTICLE 28: Wages

Section 1. Effective the first full pay period commencing in April 2012, the rates for bargaining unit employees shall be as follows:

<u>Pay Grade</u>	<u>Hourly Rate</u>	<u>Annual</u>
Assistant Chief Rick Evans	\$21.80	\$54,412.56

Section 2. Effective with the first full pay period commencing in April 2013, the rates for bargaining unit employees shall be as follows:

<u>Pay Grade</u>	<u>Hourly Rate</u>	<u>Annual</u>
Assistant Chief Rick Evans	\$22.45	\$56,044.94

Section 3. Effective with the first full pay period commencing in April 2014, the rates for bargaining unit employees shall be as follows:

<u>Pay Grade</u>	<u>Hourly Rate</u>	<u>Annual</u>
Assistant Chief Rick Evans	\$23.12	\$57,726.29

The employer agrees and understands that the collective bargaining agreement will be applied to Assistant Chief Rick Evans as all others bargaining units employee's, except as specifically agreed to in the separate agreement.

This side letter of agreement shall be effective immediately upon signatures being affixed.

FOR THE TOWNSHIP of MADISON

David A. Spain  
M. M. Daniel

FOR THE UNION

Wally G. Green  
[Signature]