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COLLECTIVE BARGAINING AGREEMENT
between
TOWNSHIP OF DELHI
and
DELHI FIREFIGHTERS ASSOCIATION

Effective

January 1, 2012

through

December 31, 2014

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This Agreement is made and entered into this 28th day of December, 2011, by and between the Township of Delhi, hereby referred to as the "Township," and the Delhi Firefighters Association, hereby referred to as the "Association."

It is the intent and purpose of this agreement to promote and improve harmonious relations between the Township and its part-time firefighter employees, to set forth a basic Agreement and to provide a procedure for the prompt disposition of grievances so that there shall be no interruption or impeding of the work.

In prior agreements between the parties, Sections of each article were unnumbered. By inserting sub-numbers (e.g. 6.1, 6.2, etc.) and titles, the parties do not intend to, nor should it be construed to be, a change in the meaning, interpretation, or application of the language.

Whenever the male pronoun or adjective is used in the agreement, it shall be deemed also to include the female, unless otherwise indicated.

Nothing in this agreement shall be interpreted to prevent the Township from complying with Federal discrimination or other similar laws.

Article 1 Recognition

The Township hereby recognizes the Association as the sole and exclusive representative and collective bargaining agent for all part-time firefighter employees. The Township recognizes the right of the employees covered by this Agreement to elect representatives to represent the bargaining unit for the Association.

Article 2 Management Rights

Section 2.1 The Association recognizes the Township's exclusive right to manage its affairs and the township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the Resolutions of the Township of Delhi. Further, all rights which ordinarily vest in and are exercised by employers except as specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

- a) The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.
- b) The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed.
- c) The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications.
- d) The right to determine the existence or non-existence of facts which are the bases of the management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Delhi Township and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the Township of Delhi; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or

demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Fire Department of the Township of Delhi, Ohio, subject to the terms of this Agreement; provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any article or specific term of this Agreement.

Section 2.2 The parties further agree that the management rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference and that the recitation of the above management rights herein does not make them subject to bargaining in the future. Nothing in this Article shall abrogate rights otherwise obtained through negotiations or as in other clauses of the Agreement.

Article 3 Association Security

Section 3.1 Upon the written authorization of the employee, the Township agrees to deduct each pay period from the wages of each employee a specific amount for membership dues, initiation fees, and assessments. This shall be in effect until the employee revokes the authorization by written notice to the Clerk or until the employee's employment by the Township is terminated. Any money so deducted shall be remitted monthly to the Association with a listing of the employees for whom deductions were made and the amount remitted for each such employee. If an employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that period.

Section 3.2 Employees in the unit who are not members of the Association shall pay the Association a fair share fee. This arrangement does not require any employee to become a member of the Association. The deduction of a fair share fee by the public employer from the payroll check of the employees and its payment to the Association is automatic and does not require the written authorization of the employee. The fair share fee shall be equal to the Association dues that all the members pay.

Section 3.3 The Association hereby indemnifies and holds the Township and/or the Clerk of the Township harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

Article 4 Representatives

Section 4.1 The Employer recognizes the right of the employees covered by this Agreement to elect one (1) representative and two (2) alternates from employees in the classifications comprising the bargaining unit. The authority of the representative and alternates so elected by the members shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of grievances with a represented employee's supervisors, Fire Chief, Administrator or Trustees in accordance with the provisions of this Agreement.

Section 4.2 The representative and alternates have no authority to take, encourage, or tolerate strike action, or any actions interrupting the Employer's business. The representative shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during his regular working hours, provided that in each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the representative and the Fire Chief. The scheduling of such meetings will not be disruptive to the normal work schedule and where possible efforts will be made to conduct such meetings on off-duty hours.

Article 5 No Strike

Section 5.1 During the life of this Agreement or any extensions hereof, the Association, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice or economic), slowdowns, walkouts, refusals to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the Township. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

Section 5.2 In the event any employee covered hereunder is engaged in any violation of Article 5, paragraph one, the Association shall, upon notification by management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Article 5, paragraph one. The Association, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike or other activity in violation of this Article.

Section 5.3 Any strike or any other prohibited activity of the employees entered into or called for by the Association shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 5.4 The Township shall have the right to impose discipline up to and including discharge for any employee, who directly or indirectly authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.

Article 6 Grievance Arbitration Procedure

Section 6.1 A grievance is a difference or dispute between the parties or an employee concerning the application, meaning or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded.

Section 6.2

- a) A grievance may be brought by the Association on behalf of any member or in its own name where a group of bargaining unit members is affected. The grievance shall be dated and signed by the employee or, where a group of employees are involved, by an Association Representative. The grievance shall set forth the facts which are the basis for the grievance, the article(s) of the Agreement allegedly violated, and the remedy sought.
- b) A grievance may be brought by the Township. The grievance shall be dated and signed by a representative of the Township. It shall set forth the facts that are the basis for the grievance, the Articles of the Agreement allegedly violated, and the remedy sought. A Township generated grievance shall be delivered to an officer or a representative of the Delhi Firefighters Association within ten (10) working days of the date on which the grievance arose or on which the Township became aware of the grievance. The Township and the Association shall meet as soon as possible and attempt to resolve the grievance. If the grievance cannot be resolved, the Township may process the grievance directly to the Arbitration procedure (Step 5) set forth in this Article.
- c) This Procedure constitutes the sole recourse by an employee with respect to disciplinary actions taken by the Township, including removals. Accordingly, this procedure constitutes a procedure for removal "as otherwise provided for" within the meaning of Ohio Revised Code Chapters 505 and 733.
- d) All disciplinary action shall be subject to this Grievance/Arbitration Procedure, except counseling and reprimands. Disciplinary actions and layoffs shall be processed directly to Steps 4 and 5 of this Procedure.

Section 6.3 In all grievance proceedings the employee has the right to represent himself or to be represented by an association representative or Association legal counsel.

Section 6.4 A "working day" shall be defined as Monday through Friday, excluding holidays, or any day that the Township Administration Building is closed for normal business.

Section 6.5 If any employee, the Association, or the Township does not comply with the time limits set forth herein for the filing or processing of a grievance, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration by the same Grievant or be made the basis for any action under this Agreement or otherwise. If a Supervisor, Fire Chief, or Township Administrator does not answer a grievance within the time limits set forth herein, the grievance will be considered as denied and automatically appealed to the next step in this Procedure. The parties may extend any of the time limits set forth in this procedure by mutual written agreement.

Section 6.6 The following steps shall be followed with regard to all grievances unless otherwise specifically provided for in this Article.

Step 1:

The aggrieved employee or his representative shall orally present the facts to the an Assistant Chief within fifteen (15) working days of the date on which the grievance arose. The Assistant Chief shall render a written decision within ten (10) working days from the date on which the grievance was submitted, and present same to the aggrieved employee or his representative. An employee may initiate a grievance with the Fire Chief in Step 1 if it involves a grievance dealing with actions taken directly by the Assistant Chief.

Step 2:

If the grievance is not resolved to the satisfaction of the Association in Step 1, the Association within ten (10) working days from the receipt of the written response of the Assistant Chief (or Chief if Step 1 is with the Assistant Chief) may submit a written grievance form to the Fire Chief (or Administrator if Step 1 is with the Chief). The Chief (or Administrator if Step 1 is with the Chief) shall, within ten (10) working days from the receipt of the grievance, call a meeting to include the Supervisor and Assistant Chief (or Chief if Step 1 is with the Assistant Chief), the aggrieved party and, if requested, his Association representative or Association legal counsel. The Chief (or Administrator if Step 1 is with the Chief) will preside over the meeting. The purpose of the meeting is to discuss all pertinent facts and positions of the parties. The Chief (or Administrator if Step 1 is with the Chief) shall then render a written decision within ten (10) working days from the completion of the hearing.

Step 3:

If the grievance is not resolved to the satisfaction of the Association in Step 2, the Association within ten (10) working days from the receipt of the response to the grievance may appeal this decision by filing written notice with the Township Administrator requesting a meeting. The Township Administrator may conduct a hearing. A written decision will be issued within 20 days of the date of the written notice requesting a meeting.

Step 4:

If a grievance is not resolved to the satisfaction of the Association at Step 3, it may be submitted to arbitration upon request of the Delhi Firefighters Association. The Association shall notify the Township of its intent to seek arbitration within ten (10) working days of its receipt of the Step 3 answer. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the ten (10) workday period described above shall be deemed settled on the basis of the last answer by the Township or its representative(s).

- a) The arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are residents from FMCS Area #16 (Southwest Ohio). The parties shall alternately strike the name of the arbitrators until only one name remains. Either party may once reject the list prior to said striking and request from FMCS another list of nine (9) until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- b) If either party challenges the arbitrability of a grievance it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles of the Agreement. In no way may the arbitrator add to, subtract from, alter, change, modify or amend this Agreement.
- c) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) calendar days of the conclusion of testimony and arguments and submission of final briefs. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the parties.
- d) The fees and costs, if any, of any witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts.

Article 7 Discipline

Section 7.1 All disciplinary action shall be for just cause. Counselings and reprimands are not subject to the grievance process.

Section 7.2 With the exception of counselings, verbal and written reprimands, disciplinary actions will only be implemented after an informal meeting between the Employee and the Fire Chief or his designee.

Section 7.3 The employee shall be entitled to representation at this meeting and shall be afforded the opportunity to answer all charges against him. Prior to any such meeting, the employee shall be provided at least 48 hours advance notice of the meeting and a copy of the charges. The Employee may request a continuance of the meeting, which shall not be unreasonably denied.

Section 7.4 Pending any meeting described above, an employee may be suspended at the sole discretion of the employer.

Section 7.5 During the investigation and/or interrogation leading up to the informal meeting, the following safeguards shall be observed:

1. Interviews and meetings will be conducted at reasonable times, preferably (but not necessarily) during the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. In the event that the interviews or meetings are not conducted during an Employee's tour of duty, the Employee will be paid at his normal hourly rate of pay for the time of the interview or meeting.
2. If during the investigatory interview session there is cause to believe that the Employee may be charged with a criminal violation, the Employee will be immediately so notified.
3. The Fire Department will use reasonable efforts to notify the affected Employee of any decision rendered as a result of a disciplinary meeting prior to any public statements.
4. The nature of the violation and the Employee's record, shall be taken into account before any disciplinary action is taken.
5. Any part-time non-probationary Employee disciplined by the Fire Chief or his designee (other than a counseling or reprimand) may appeal the disciplinary action in accordance with the grievance procedures as set forth in the "Grievance" Article of this Agreement. A probationary Employee may be terminated without a meeting or hearing, with or without cause, and without recourse of right of appeal.
6. No Employee will be subject to discipline based on alleged wrongdoing for which the Employer had knowledge for more than two (2) years. This does not prevent the Employer from taking the Employee's work record into account before any disciplinary action is taken.

7. This Article is specifically intended to supersede Ohio Revised Code Section 505.38.

Article 8 Probationary Employees

Each new or rehired employee, after the date of this Agreement, shall be required to serve a probationary period of twelve (12) months. A probationary employee may be discharged for any reason or no reason during the period of probation, in the sole discretion of the Employer. Employees recalled from layoff will not be considered probationary employees.

Article 9 Personnel Evaluations

As of the effective date of this contract, personnel evaluations, if done, shall take the form and be made in such a manner as prescribed by the Chief and the Standard Operating Procedures, Standard Operating Guidelines and General Orders. Signatures of employees shall be required on performance evaluations and such signing will only mean the employee has read the evaluation. No subsequent evaluation comments may be made on the record copies once signed by the employee.

Article 10 Allowances

Section 10.1 Employees who travel on official Township business or for training or professional development purposes, approved by the Chief or his designee as being in the best interests of the township, shall be reimbursed for reasonable travel expenses, including air, rail, or bus fares, parking, lodging and meals. The Delhi Township Trustees may establish maximum reimbursable limits for travel expenses.

Section 10.2 Registration fees for conferences, seminars, or other such events deemed to be in the best interests of the Township, when approved by the Fire Chief or his designee, shall be paid for the employee either by direct payment, by advance, or by reimbursement.

Section 10.3 If an employee has personal property that is destroyed in the line of duty, the Township will replace the item at a cost of up to \$150.00, provided the item is presented to the Township and its damage is substantiated and verified, except eyeglasses destroyed in the line of duty may be reimbursed up to \$300 in the sole discretion of the Township.

Section 10.4 Travel allowances and allowances for personal property destroyed in the line of duty must be approved by the Fire Chief or his designee in advance.

Article 11 Uniforms

Section 11.1 Newly employed part-time firefighters will be provided on or before the date they report for regular duty the following:

Item	Quantity
Shirts	3
Pants	3
Belt	1
T-shirts	3
Ballcap	1
Sweatshirt	1
Work Shoes or Boots	1 pair
Coat	1
Shirt (Class B)	1
Pants (Class B)	1
Tie	1

Section 11.2 Additional uniforms may be issued to Employees at the discretion of the Fire Chief or his designee.

Section 11.2 The items provided to newly employed firefighters may be new items or items that are in the possession of the Township which are usable. After one (1) year of employment, employees will be provided replacement items on an as needed basis as solely determined by the Fire Chief or his designee.

Section 11.3 A complete Class A uniform will be provided to an Employee as required by the Fire Chief

Article 12 Holidays

If an employee works on one of the following holidays, they will be paid two times their regular rate:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Article 13 Physicals

Physicals will be conducted according to the department SOG. If the Township makes changes to the SOG, it will provide notice and an opportunity for input to the Union.

Article 14 Seniority

Section 14.1 Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated as an employee in the service of Delhi Township and the Delhi Township Volunteer Fire Department, Inc.

Section 14.2 In the event of a layoff, the Fire Chief or his designee will have complete discretion to determine which classifications will be subject to layoff. Within each classification, layoffs will be determined by seniority. For purposes of this Article of the Agreement, the classifications shall be as follows:

- Firefighter/FAO/Paramedic
- Firefighter/Paramedic
- Firefighter/FAO/EMT
- Firefighter/EMT

Section 14.2.1 In the event of a recall from layoff, the Fire Chief or his designee will have complete discretion to determine which classifications will be subject to recall. Within each classification, recalls will be determined by seniority. For purposes of this Article of the Agreement, the classifications shall be as follows:

- Firefighter/FAO/Paramedic
- Firefighter/Paramedic
- Firefighter/FAO/EMT
- Firefighter/EMT

Section 14.3 An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reports for paid duty. If two employees have the same hire date, then alphabetical order of last name shall apply.

Section 14.4 An employee's seniority will not be affected for any employee who left service during the period of September 1, 2004 through November 30, 2004 and returned to service before May 1, 2006. Such employees shall be

considered to have maintained their seniority for all previous service with Delhi Township despite the break in service.

Section 14.5 An Employee's seniority shall be lost when he or she:

- (a) Terminates voluntarily.
- (b) Is discharged for cause.
- (c) Exceeds an official leave of absence.
- (d) Is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years seniority or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years seniority. If a fire fighter is laid off and remains active and keeps up training on a volunteer basis, the Township, after establishing that the Employee has kept up training, will allow seniority to be continued in effect.
- (e) Fails to notify the Employer of his intent to return to work on a recall from layoff, within fifteen (15) days, excluding weekends and holidays after the Employer has sent written notice by certified mail to him to return or telegram to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

Article 15 Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

Section 15.1 Leaves of absence, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 15.2 Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer.

Section 15.3 When an employee returns to work following a leave of absence, he shall be returned to his former classification without loss of seniority and with all across-the-board wage increases, unless otherwise provided in this Agreement.

Article 16 Court Appearances

If an employee is subpoenaed as a witness to appear in a court of law on his scheduled day off to testify about facts which occurred in the line of duty he will be paid up to four (4) straight time hours.

Article 17 Hours of Work and Overtime

Section 17.1 Each employee is expected to work their assigned shifts as posted during the 28-day work cycle. If employees find that they will be or are unable to work a given shift, they are expected to complete the following procedure:

- a. Find coverage for the shift by another employee with appropriate skill levels, i.e., paramedic, engineer, etc. as determined by the Fire Chief or his designee based on the skill level of the remaining employees scheduled to work.
- b. Notify the Station Officer on duty that they are unable to work and who will be the replacement at least one (1) hour prior to the scheduled start of the shift. If a trade is made within 24 hours prior to the start of the shift, the person accepting the trade shall have, at least, the same qualifications as the person requesting the trade.
- c. If unable to find coverage, notify the Station Officer on duty of the situation and what steps have been taken to find coverage, including who was contacted to fill the shift at least six (6) days in advance of the assigned shift.
- d. Emergency situations will be resolved on a case by case basis.

Section 17.2

1. Personnel will work a unit-day rotation depending on availability and current Department needs for coverage. Groups are as follows:

Group A – 24 hours every sixth day (1460)
Group B – 12 hours every third day (1460)
Group C – 12 hours every third night (1460)
Group D – 12 hours every sixth day (730)
Group E – 12 hours every sixth night (730)

Part-time personnel working a rotation will be scheduled based upon their unit day rotation during each scheduling period, but nothing in the Unit-day guidelines will be construed as a guarantee of hours of work per day or per week or for any other period of time should manpower needs of the Department change.

2. Rotation Assignment shall be based on seniority in the bargaining unit and depending on availability and current Department needs for coverage. If two or more firefighters have equal seniority, rotation assignments will be based upon seniority in the Department. Any vacancies in unit day rotation assignments shall be filled by seniority.

3. Requests for a change of Unit-day rotation assignment must be submitted in writing to the Fire Chief or his designee. Each firefighter may only be granted one request for a change of Unit-day rotation assignment every twelve months.
4. Personnel at the 24-hour level (every six days) or 12-hour level (every three days) will be automatically scheduled for approximately 120 hours per 28-day work cycle. Personnel at the 12-hour level (every six days or evenings) will be scheduled for approximately 60 hours per 28-day work cycle. All personnel may request to work more hours than those for which they will automatically be scheduled, as set forth herein.

Section 17.2.1

1. Each member working on Groups A, B, or C shall be permitted up to 96 hours scheduled time off per year (Time off will be paid based on the Employee pay Class in accordance with this Section). and each member working on Groups D or E shall be permitted up to 48 hours scheduled time off per year (Time off will be paid based on the Employee pay Class in accordance with this Section), at their discretion, provided at least six (6) days advance notice is given to the Township and provided the request does not reduce daily staffing below levels established by the Fire Chief or his designee at the time of request.
2. Effective January 1, 2012, Employees shall be entitled to Paid Time Off (PTO) each year as follows:

Group(s)	Min. Hrs. ¹	Class 1	Class 2	Class 3	Class 4
A, B and C	1,095	24 hours	48 hours	72 hours	96 hours
D and E	548	12 hours	24 hours	36 hours	48 hours

¹ Minimum hours worked in rotation in previous year, based on an employee's rotational assignment as of December 31st of the year previous to the paid time off given.

New Employees hired to Group Rotations after June 1st in a given calendar year shall be entitled to Paid Time Off for the following year as follows:

<u>Minimum Hours worked in rotation previous year</u>	<u>Paid Time Off</u>
Group A, B, and C	548 hours 12 hours
Group D and E	205 hours 6 hours

3. At the discretion of the Fire Chief, if PTO requests for the same day cannot be accommodated, PTO requests will be granted by seniority. PTO requests will occur December 1st thru December 14th. The Employee will be notified before January 14th of the approval or denial

of the PTO request. PTO is not permitted for use on the following holidays: New Years Day, Columbus Day, President's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4. If an Employee does not request time off as PTO, unpaid leave, or a combination up to the hours permitted in this agreement between December 1st thru December 14th, then time off will be scheduled by the Fire Chief or his designee in the order that the request was received, as the staffing needs of the Fire Department, at the time of request, will permit in the sole discretion of the Fire Chief or his designee.
 - a. If two (2) requests are received on the same day, then time off, if approved, will be granted by seniority.
5. If an Employee is in a situation in which he/she cannot take his/her allotted paid time off, the Township will attempt to resolve the situation in a manner that is acceptable to both the Employee and Township. Paid time off shall not be carried over from a given year and cannot be paid out if not used.
6. If an Employee who has resigned, or has been terminated, and has not taken their allotted paid time off to which he/she is entitled, they shall not receive any pay out of the PTO.
7. If an Employee working a Group Rotation takes more than their permitted contractual time off in a given year they shall forfeit those hours (hour for hour) over their permitted contractual PTO for the following year. There shall be no reduction in total scheduled time off permitted from year to year. An employee who takes a leave of absence of more than ninety (90) calendar days for any reason shall have all their contractual PTO forfeited the following year.
8. Scheduled Time off for Education and Training that requires attendance away from the Fire Station shall be permitted if the classes are Fire Service related. Approval of Scheduled Time off for Education and Training will be approved in the order that the request was received, as the staffing needs of the Fire Department will permit in the sole discretion of the Chief or his designee. Time off requests for Training and Education with less than six days advance notice shall be considered under the Unscheduled Time off Section 17.2.3. Approved time off for Training and Education shall not be deducted from the contractual time off allotment.

Section 17.2.2 Coverage

1. The procedure for requesting coverage shall be at the discretion of the Township.
2. Coverage must be with personnel of appropriate skill level as determined by the Fire Chief or his designee based on the skill level of the remaining employees scheduled to work.
3. All coverage requests must be approved by the Fire Chief or his designee.

Section 17.2.3 Unscheduled Time-Off (Paid and Unpaid)

1. An unscheduled absence will be counted against the allotted time off provided for each employee in the Group Rotation assignment. It is the understanding of the Township that personnel may be absent during their normally scheduled hours due to an emergent or unscheduled event. Any request for time off with less than six days notice shall fall under the designation of unscheduled time off. Only those requests for sick time, sick time to take care of family, and/ or a personal emergency shall be eligible for the compensation under the PTO program with less than six days notice. It is the employee's responsibility to contact a Chief Officer within 24 hours of an unscheduled absence to confirm that they are requesting the use of PTO for those hours. If the confirmation is not made in the time allotted those hours shall not be compensable under the PTO program. Depending on the nature of the absence, the Employee may be subject to disciplinary action.
2. The Fire Chief or his designee has the discretion to approve the use of PTO for unscheduled absences not specifically addressed in the previous section, based on the merit of the excuse for absence.

Section 17.3 Leave of Absence

1. An Employee may be granted a Leave Of Absence for a period not to exceed 90 calendar days at the discretion of the Fire Chief or his designee. The leave may be extended an additional 30 days at the discretion of the Fire Chief or his designee at the request of the employee.
2. An Employee shall return all issued equipment and uniforms to the Township during a leave of absence.
3. If an Employee fails to return to work upon the expiration of the leave of absence, and without an approved extension or notice to the Township, the Employee will be considered to have resigned from employment.

Section 17.3 Recall

The Township agrees to pay a recalled employee at time and one-half for the first four hours of the recall. All additional hours worked are at regular rates of pay, but a recalled employee will be paid for at least four hours of pay, at time and one-half rate, regardless of time served. Recall is defined as an emergency, non-scheduled call to duty to which the employee voluntarily responds. Recall does not include a request to cover a short-notice vacancy or any scheduled time and only relates to the current emergency detail.

Section 17.4 Overtime

As long as the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, are applicable to state and local government fire department employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. Notwithstanding the above language, overtime pay shall begin to accrue one (1) hour after an employee's scheduled departure time if such hold over is in response to a Township service demand.

Section 17.5 Waiver of Benefits

It is the expectation of the Township, the Association, and all part-time employees covered by this Collective Bargaining Agreement, that no part-time employee will work in excess of 1,500 hours in any given year. Nonetheless, it is hereby stipulated that any part-time employee who works in excess of 1,500 hours in any year shall not be entitled to Township provided benefits for hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, health related insurance or any combination thereof, provided by the Township. Accordingly, each part-time employee shall be required to execute a waiver of benefits consistent with this provision. It is therefore stipulated and agreed that all rights which may exist under Section 505.60 of the Ohio Revised Code are hereby knowingly and voluntarily waived on behalf of all employees covered by this Collective Bargaining Agreement.

Article 18 Personnel Files

Section 18.1 Every employee shall be allowed to review the contents of his personnel file at all reasonable times. Memoranda clarifying and explaining alleged inaccuracies of any document in his personnel file may be added to the file by the respective employee. If there are unsubstantiated or unproven allegations of misconduct, the employee will be so notified and given the opportunity to respond to the allegations in writing and this will not be voluntarily shared outside the Fire Department or used for disciplinary action. An employee will be required to sign an acknowledgement of receiving all disciplinary action when it is placed in their personnel file.

Article 19 Longevity Pay

Section 19.1 The Township shall pay employees the rate of Five Dollars (\$5.00) per month for each month of part-time service after the first twenty-four (24) months of service of an employee with a maximum limit of Seven Hundred Fifty Dollars (\$750.00). For purposes of this agreement, eligibility for Longevity Pay will be determined using the same criteria for PTO eligibility in Section 17.2.1 of this agreement. For the sole purpose of determining the anniversary date for longevity pay under this Article, the first day of the month in which the employee was hired shall be used as the anniversary date. Longevity pay shall be paid once each year on the last pay date of June. Any time an employee separates employment with the Township, all of the employee's accrued longevity pay shall be paid at the time severance pay is paid. Service with the Delhi Township Volunteer Fire Department, Inc. shall be included in longevity calculations.

Section 19.2 Any employee who separated from service with the Township between September 1, 2004 and November 30, 2004 and returned to service on or before May 1, 2006, shall receive service credit for all previous service for purposes of longevity calculations.

Article 20 Wages

Section 20.1 Wage Rates

The following are the base hourly wages to be received by Employees over the term of the contract. Pay rates are effective through December 31, 2014.

Service and Training Qualifications	Class 1		Class 2		Class 3		Class 4	
	0-36 months Firefighter I		36-60 Months FIREFIGHTER II FAO or CFSI 1 Optional		60-84 Months FIREFIGHTER II FAO CFSI 1 Optional		>84 Months FIREFIGHTER II FAO CFSI FIRE/ EMS INSTR. or 2 Optional	
	EMT	Medic	EMT	Medic	EMT	Medic	EMT	Medic
	12.51	13.61	15.12	16.22	16.71	17.81	17.00	18.28

- A. Employees hired prior to June 1, 2009 will be grandfathered to the nearest applicable wage (based on their wage as of December 31, 2011). Employees who are grandfathered, will have no later than June 30, 2012 to meet the qualifications of the Class they are grandfathered into. On July 1, 2012, Employees will be strictly classified to the Class they are qualified.
- B. As much of the training as possible will be provided by the Fire Department in house. The department will pay associated expenses to administer the courses. The employee will not be eligible for pay while attending the course unless the employee is on duty during the instructional hours. If the Employee does not complete one qualification (as listed in Section 20.1.1 of this Agreement) in a calendar year, the Employee will be re-classified to the appropriate Pay Class based on actual qualifications in Section 20.1, Wage Rates, of this Agreement.
- C. Wage increases for Paramedic certification will be effective upon approval by the Trustees. All other wage increases associated with an additional certification or license (as listed in Section 20.1.1 of this Agreement) will be effective the first day of the first pay period of the following year. When an EMT receives Paramedic certification he will begin receiving Paramedic wages upon approval.

Section 20.1.1 The Township and the Association agree that the following certifications and/or qualifications meet the requirements for "Optional" skill levels in *Section 20.1, Wage Rates* of this agreement. This list of certifications and/or qualifications may be revised or edited upon agreement of both parties without re-opening the entire agreement.

- Ohio Certified Fire Instructor
- Ohio Certified EMS Instructor
- Certified Car Seat Technician
- SCBA Technician (certified by the manufacturer of SCBA's used by Delhi Township Fire Department)
- Certified Basic Emergency Rescue Technician
- Certified CPR Instructor
- Certified First Aid Instructor
- Fire Officer I certification
- Minimum of an Associates Degree from an accredited college or university.

Article 21 Non-Discrimination

Section 21.1 The Township will not discriminate against members of the bargaining unit on the basis of race, color, creed, national origin, age, sex or handicap.

Section 21.2 There shall be no discrimination, interference, restraint, coercion, or reprisals against any employee because of Association membership, or non-membership or participation or non-participation in any lawful activity on behalf of the Association.

Article 22 Labor/Management Meetings

In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief shall meet with the Officers of the Association to discuss issues within the department and to promote a harmonious labor/management relationship.

Article 23 Association Business

Section 23.1 The Township agrees to allow the Association to conduct its business meetings in Township facilities and allow on-duty personnel to attend such meetings, provided the attendance does not interfere with the operation of the Department and on-duty personnel have supervisory permission to attend the meeting which will not be unreasonably denied.

Section 23.2 The Township allows the members of the Association access to the Association website from Township computers during time periods that are not disruptive to the normal work schedule. The Association recognizes the Township's right to develop and enforce policies and procedures regarding use of Electronic Communications. All Township Policies and Procedures regarding the use of Electronic Communications shall apply.

Article 24 Copy of Agreement

The Township agrees to post the contract on SharePoint and allow access to all members of the Association.

Article 25 General Provisions

Section 25.1 The Association and the Township acknowledge that during the negotiations which preceded this Agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the Association and the Township after the exercise of such opportunity are set forth in this Agreement. All other areas or matters are not part of this Agreement. Therefore, unless a written provision of this Agreement specifically requires otherwise, the Association and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this Agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date this Agreement was executed.

Section 25.2 This Agreement is the entire agreement between the Association and the Township. It may be modified or amended during its term only as the result of a mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Association and the Township.

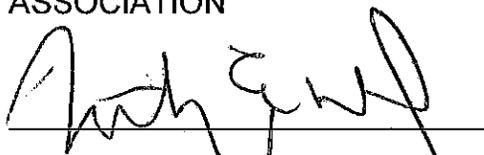
Article 26 Savings Clause

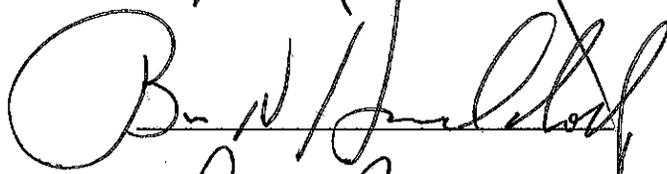
This Agreement is subject to all future and existing applicable state laws and Township resolutions and in the event the Township adopts a civil service township, civil service rules and regulations would prevail, or in the event the Township becomes a city, city ordinances and resolutions would prevail and if any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall be automatically terminated. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to the specific article, section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

Article 27 Expiration

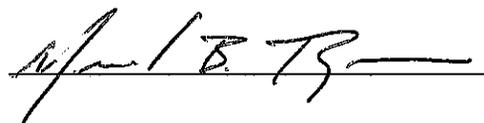
This Agreement shall be for the 3 year period ending on December 31, 2014. It is agreed that this Agreement shall renew itself automatically on January 1, 2015 and on each January 1 thereafter unless either party hereto notifies the other party at least ninety (90) days prior to the Agreement's expiration date of its intention to terminate or modify the Agreement and by delivering its proposals to the other party not less than 60 days before the expiration date of this Agreement.

DELHI FIREFIGHTERS
ASSOCIATION







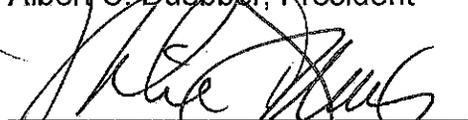


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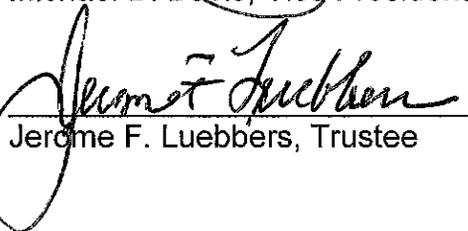
TOWNSHIP OF DELHI



Albert C. Duebber, President



Michael D. Davis, Vice President



Jerome F. Luebbers, Trustee

December 28, 2011

Date