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# NEGOTIATED AGREEMENT

# BETWEEN THE

# JACKSON TOWNSHIP BOARD OF TRUSTEES

# AND THE

# JACKSON TOWNSHIP PROFESSIONAL FIREFIGHTERS

# LOCAL 2280

**Effective 1-1-12 to 12-31-14**

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## ARTICLE 1. PURPOSE AND INTENT

**Section 1.** This Agreement is hereby entered into by and between the Board of Trustees of Jackson Township, Stark County, Ohio, hereinafter referred to as the "Township" and Local 2280 of the International Association of Firefighters, also known as the Jackson Township Professional Firefighters Local 2280, hereinafter referred to as the "Local."

**Section 2.** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Township now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

A. To recognize the legitimate interests of the employees of the Township to participate through collective bargaining in the determination of the terms and condition of their employment;

B. To promote the efficiency of public firefighting and emergency medical services in Jackson Township;

C. To avoid interruption and interference with the efficient operation of the Township's business; and

D. To provide an orderly and equitable means of resolving future differences between the Township and the Local.

## ARTICLE 2. RECOGNITION

**Section 1.** The Township hereby recognizes the Local as the sole and exclusive bargaining representative for those employees of the Fire Department in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all full-time firefighters and full-time captains of the Jackson Township Fire Department with the Chief of the Fire Department, the full-time Battalion Chiefs, Deputy Chiefs and all other employees of Jackson Township being excluded from the bargaining unit. "Employee" as used in this Agreement shall refer to members of the bargaining unit. All currently existing positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 2.** Management, confidential, supervisory, part-time, volunteer, temporary, auxiliary, and seasonal employees shall not be included in the bargaining unit.

**Section 3.** The Local in contract negotiations may be represented by designated Local employees in the bargaining unit, legal counsel and/or representatives of the International Association of Firefighters and Ohio Association of Professional Firefighters.

**Section 4.** A Labor-Management Committee shall be established for the sole purpose of communicating matters of mutual concern within the department. The Committee shall consist of the Local President and two (2) others from the Local and the Fire Chief, a member of Fire Department administration, a Township Trustee, and one (1) other member of the management team of the employer. In the interest of sound labor management relations, the Committee shall meet on a quarterly basis at the request of either party at any agreed upon site or more often if jointly determined. The Labor-Management Committee meetings shall be limited to the purpose of communications and are not meetings for any other purpose including collective bargaining negotiation. The party requesting such a meeting shall furnish an agenda outlining the issues to be discussed to the other party at least five (5) working days in advance of the scheduled meeting.

## ARTICLE 3. DUES DEDUCTIONS

**Section 1.** The Township shall deduct bi-weekly from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Local dues. The Township shall deduct bi-weekly from the pay of each probationary employee 75% of the amount of dues withheld from all non-probationary employees, for the payment of Local dues. The Township's willingness to deduct these dues from each probationary employee shall in no way be construed to grant the probationary employee or any future probationary employees any rights under the Agreement which are not specifically and expressly applicable to probationary employees.

**Section 2.** The Township agrees to deduct from the pay of each employee from whom it receives a written authorization to do so, the amount specified upon the authorization. Each employee utilizing the Township deduction from pay for the remittance of sums to the Local shall provide the Township an authorization on the form attached hereto as Attachment 1. The form shall include an agreement by the employee to hold the Township harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken or not taken by the Township for purposes of providing the deduction service, the form shall contain a statement that the employee hereby reserves the right to revoke this authorization upon written notice by certified mail to the Fiscal Officer of Jackson Township and the Local.

**Section 3.** The Local Treasurer shall submit a bill to the Fiscal Officer for the purpose of remitting said dues to the Local. Upon receipt of said bill, the Fiscal Officer shall forward to the Treasurer of the Local such sums deducted from employees' pay. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in an individual's dues deductions.

**Section 4.** In the event that a refund is due any employee for any sums deducted from wages and paid to the Local, it shall be the responsibility of such employee to obtain the appropriate refund from the Local.

**Section 5.** It is specifically agreed that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues or withholdings for a Political Contributing Entity. The Local hereby agrees that it will indemnify and hold the Township harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Township pursuant to this Article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local.

**Section 6.** It is agreed that neither the employees nor the Local shall have a claim against the Township for errors in the processing of deductions unless a claim of error is made to the Township in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction will normally be made by deducting the proper amount.

**Section 7.** The Township shall be relieved from making such individual "check-off" deductions upon: (A) termination of employment, or (B) transfer to a job other than the one covered by the bargaining unit, or (C) layoff from work, or (D) an agreed unpaid leave of absence, or (E) revocation of the check-off authorization in accordance with its terms or with applicable law.

**Section 8.** Each eligible employee's written authorization for dues deduction shall be honored by the Township for the duration of this Agreement unless the eligible employee certifies in writing by certified mail to the Township and the Local that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which written dues deduction revocation was received by the Township.

All dues deductions for any month in which Local members, individually or collectively engaged in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the Township's option upon written notice by certified mail to the Local.

**Section 9.** All current members of the bargaining unit who have completed their probationary period prescribed in this agreement and all other members, current or new, upon completion of the probationary period shall at their option:

A. Maintain membership in the Local;

B. Become members of the Local; or

C. Pay a fair share service fee to the Local in an amount not to exceed the normal dues and in accordance with the Ohio Revised Code Section 4117.09.

**Section 10.** Fair share fee shall be deducted by the Employer in the same manner as dues deductions as provided in Article III of this Agreement.

**Section 11.** The township shall deduct from the regular pay of each employee from whom it receives an authorization to do so, an amount specified on the form attached hereto as Attachment 1 for the purpose of funding a Political Action Committee (PAC). The Fiscal Officer shall forward the amount collected monthly to a designated representative of the Local. The form shall include an agreement by the employee to hold the Township harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken or not taken by the Township for purposes of providing the deduction service. The form shall contain a statement that the employee hereby reserves the right to revoke this authorization upon written notice by certified mail to the Fiscal Officer of Jackson Township.

## ARTICLE 4. NON-DISCRIMINATION

The Township and the Local agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, handicap or disability in accordance with state, federal and constitutional law or membership or non-membership in the union.

## ARTICLE 5. LOCAL REPRESENTATION

**Section 1.** One employee representative of the Local shall be allowed reasonable time off to attend grievance meetings or hearings after the grievance has been filed pursuant to the Grievance Procedure, and two (2) employee representatives to attend arbitration hearings required under the Grievance and Arbitration Procedure set forth in Article IX of this Agreement during the employee representative's normal work hours without loss of pay.

**Section 2.** Upon reasonable notification of the Battalion Chief, two (2) employees of the Local shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer if scheduled by mutual agreement during a member's regular working hours without loss of pay.

**Section 3.** The Local President or his designate shall be granted up to forty-eight (48) hours off with pay annually to attend District, State or National meetings, classes, seminars, or conventions. Such time off from scheduled work hours must be arranged at least five (5) calendar days in advance, and must be made in writing. In the event that it is not possible to give five (5) calendar days notice, notice should be given as soon as possible. Approval by the Fire Chief, or his designee, shall not be unreasonably denied.

## ARTICLE 6. MANAGEMENT RIGHTS

**Section 1.** The Local shall recognize the right and authority of the Township to administer the business of the Township and the Local further recognizes the full right and responsibility of the Township to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as a governmental unit.

**Section 2.** The Local recognizes and accepts that all rights and responsibilities of the Township not specifically modified by this Agreement or ensuing agreements shall remain the function of the Township.

**Section 3.** Any rule changes or directives which substantially affect the working conditions of the local shall be put in writing and submitted to the Local President prior to implementation.

## ARTICLE 7. BULLETIN BOARDS

**Section 1.** The Township agrees to provide space for a bulletin board in each station where employees are housed. The boards shall be identified with the name of the Local and the Local may designate persons responsible therefore. The space provided for the bulletin board shall be approximately 3' x 4'. The local agrees that this shall be the only area used by the Local or its members for the posting of notices

of Local business. All notices which appear on the Local's bulletin board shall relate to items of interest to the members. Local notices relating to the following matters may be posted without the necessity of receiving the Township's prior approval:

A. Local's recreational and social affairs;

B. Notice of Local's meetings;

C. Local's appointments;

D. Notice of Local's elections;

E. Results of Local's elections;

F. Reports of standing committees and independent arms of the Local; and

G. Legislative reports.

**Section 2.** All other notices of any kind not covered in "A" through "G" must receive prior approval of the Township or its designated representative. It is also understood that no material may be posted on the Local bulletin board at any time which contains the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous, or derogatory attacks upon the administration; and

C. Attacks and/or favorable comments regarding a candidate for public office.

## ARTICLE 8. MEETINGS

**Section 1A.** The Local may schedule one meeting per month on Township property in accordance with Township Policy, not to exceed three (3) hours in length, insofar as such meetings are not disruptive of the emergency duties of the employees or the efficient operation of the department.

**Section 1B.** In the event the Local is unable to start, conduct, and/or finish the meeting because of occupational duties required of the employees, the Local shall be able to meet at a later date with the approval of the Fire Chief.

**Section 2.** Any monthly meeting which does not comply with the provisions of Section 1 or any additional Local meeting that the Local proposes to conduct on Fire Department property shall be requested in writing to the Chief. All such meetings are subject to the approval of the Chief at his sole discretion.

**Section 3.** All on or off duty Local members shall be afforded the opportunity to attend said meetings.

## ARTICLE 9. GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1.** Purpose

A. The Grievance Procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. The Parties agree that the terms and conditions of this Agreement are binding on both the Employer and the Union.

**Section 2.** Definitions

A. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

B. For purposes of counting time under this procedure, "working days" as used in the procedure shall mean calendar days excluding Saturdays, Sundays, and legal holidays.

C. All grievances must be processed at the proper step in the order of progression to be considered at the subsequent step.

D. A "grievant" is an employee or group of employees within the bargaining unit of the Union.

**Section 3.** Rights of the Grievant and Union

A. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance.

B. The Local shall designate to the Township a Local Grievance Committee containing not more than three (3) representatives who shall have sole authority to determine whether a grievance shall be processed and when a grievance may be withdrawn. The Local Grievance Committee may withdraw the grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

C. All written grievances must be filed on the Grievance Procedure Form attached hereto as Attachment 2 and contain the following information to be considered:

1. Aggrieved Employee's name, address, and signature.

2. Aggrieved Employee's classification.

3. Date grievance was first discussed with Department Head.

4. Date grievance was filed in writing.

5. Date when grievant first became aware of grievance.

6. Person or persons to whom grievance is directed.

7. Description of incident giving rise to the grievance.

8. Articles and Sections of Agreement violated.

9. Remedy sought.

D. No settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, which shall be a Union recognized representative, or an IAFF employee to accompany him in any step of the grievance procedure.

**Section 4.** Procedure

A. Informal Step - Within ten (10) working days of the time the grievant becomes aware of the alleged grievance, the grievant shall present the grievance in writing on the attached Grievance Procedure Form to the Chief of the Department or his designee. The Chief or his designee shall provide a written answer to the grievant and the Union within five (5) working days after presentation of the grievance.

B. Formal Step - Township Trustees: If the grievance is unresolved in the Informal Step, it may be processed to Step 2 of this procedure. A copy of the grievance submitted at Step 1 may be filed with the Board of Trustees within five (5) days from the date of rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Board of Trustees shall convene a hearing within thirty (30) days of the receipt of the written grievance. The hearing will be held with the Grievant, his Local Grievance Committee representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Board of Trustees shall issue a written decision to the employee and representative within thirty (30) days from the date of the hearing.

C. Arbitration - If the grievant is not satisfied with the disposition at Step 2, the Union may, within thirty (30) working days of the receipt of the written decision at Step 2, request, in writing, that the grievance be submitted to a disinterested third party for arbitration. No later than ten (10) working days after such notice is given, representatives of the Employer and the Union shall attempt to mutually agree on an arbitrator who is Ohio State Employment Relations Board certified. If unable to agree within ten (10) working days after the notice to arbitrate is given, the Parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are Ohio State Employment Relations Board certified, and the Parties will choose one (1) by the alternative strike method. If the Parties are unable to choose an arbitrator within five (5) working days of receipt of the panel list or the panel list is rejected by either party, the Parties shall request the FMCS to submit another panel of seven (7) arbitrators who are Ohio State Employment Relations Board certified, and selection of the arbitrator shall be in accordance with the voluntary labor arbitration rules promulgated by the FMCS. The person so selected shall hold the necessary hearings promptly and issue his findings and recommendation in writing within thirty (30) days from the date the record is closed. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator authority is confined solely to interpreting the specific written terms of this Agreement as they apply to the submitted grievance. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. If the decision does not wholly affirm the position of either party, the arbitrator shall determine what amount of the payment of the costs of the arbitrator that each party shall be responsible. All other expenses shall be borne by the party incurring them.

D. Time Limits - The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be advanced to the next step. The time limits specified for either party may be extended only by written mutual agreement.

E.

## ARTICLE 10. PROBATIONARY PERIOD

**Section 1.** Firefighters shall be on probation during their schooling and training for certification as an EMT-Paramedic and as a Firefighter.

**Section 2.** Firefighters employed after the effective date of this agreement shall be on probation for twelve (12) months after their completion of schooling and training for and/or certification as an EMT-Paramedic and as a Firefighter. The twelve (12) months probation commences upon presentation of a certification of completion and written acknowledgment of receipt by the Chief and/or his representative.

**Section 3.** Firefighters employed after the effective date of this agreement who have obtained the certification described in Section 1 shall be on probation for twelve (12) months after their employment date.

## ARTICLE 11. DISCIPLINARY PROCEDURE

**Section 1.** The provisions contained in this Article apply only to the Board of Trustees' suspension without hourly base rate of pay as defined in Article 23(C), (D), and (E) for more than twenty four (24) duty hours or the Board of Trustees' discharge of an employee. Any other form of employment action including, but not limited to, being relieved of duties with hourly base rate of pay or leaves of absence or any other form of discipline or suspension other than a suspension without hourly base rate or pay for more than twenty four (24) duty hours or a discharge is not contemplated by this Article.

Further, a probationary employee serves at the pleasure of the Township during their probationary period described in Article 10 and is not contemplated by this Article.

**Section 2.** The provisions of this Article are in lieu of and supersede the provisions of ORC Sections 505.38 (A) and 733.35 through 733.37.

**Section 3.** A non-probationary employee may be suspended without hourly base rate of pay for more than twenty four (24) duty hours or discharged if he has been guilty in the performance of his official duty of bribery, misfeasance, malfeasance, non-feasance, misconduct in office, gross neglect of duty, gross immorality, alcohol or drug intoxication, incompetence, insubordination, or failure to follow any written rules or regulations promulgated by the Township.

A. Whenever the Fire Chief determines that an employee maybe suspended without hourly base rate of pay for more than twenty four (24) duty hours or discharged, the Fire Chief shall file a written outline of charges with the Board of Trustees setting forth the grounds and facts upon which the charges are based. The Board of Trustees shall schedule a pre-disciplinary

hearing to be held within fifteen (15) calendar days of the receipt of the written outline of charges. The hearing can be extended once up to fourteen (14) calendar days upon written application of the employee or the Fire Chief.

B. Not less than seventy-two (72) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Fire Chief shall serve the employee with a copy of the written outline of the charges. Such service may be made personally or by leaving a copy of the charges at the residence or office of the employee. Return shall be made to the Board of Trustees as is provided for the return of the service of summons in a civil action.

C. The Local shall be notified in writing of the initiation of the disciplinary action provided such employee authorized such notification by completing and signing Attachment 3. The employee must choose to: (1) appear at the hearing to present an oral or written statement in their defense; (2) appear at the hearing and have an employee or one Local representative and/or legal counsel present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing as set forth in Attachment 4.

D. The pre-disciplinary hearing will be held by the Board of Trustees. The hearing shall be held in executive session. All employees hereby waive their right to request a public hearing under ORC. Section 121.22(G) (1). Pursuant to ORC Sections 733.38 and 733.39, the Board of Trustees can issue subpoenas or compulsory process to compel the attendance of persons and/or the production of books, paper and documents at the hearing. Nothing in this Article abrogates, alters or conflicts with the provision of ORC Sections 121.22, 733.38, or 733.39 except for the employee's waiver of their right to request a public hearing under ORC Section 121.22(G) (1) described above in this Subsection 3 (D) of this Article.

E. At the pre-disciplinary hearing, the Board of Trustees will ask the employee or their Local representative and/or legal counsel to respond to the allegations of misconduct which were outlined to the employee. The employee, their Local representative and/or legal counsel and the Fire Chief's representative or legal counsel may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee, their Local representative and/or legal counsel and the Fire Chief's representative or legal counsel may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee, their Local representative and/or legal counsel and the Fire Chief's representative or legal counsel will be permitted to confront and cross-examine witnesses.

F. A written report will be prepared by the Board of Trustees concluding whether or not the alleged conduct occurred and deciding what disciplinary action, if any, is appropriate. A copy of this report will be provided to the employee within five (5) days following the hearing. After three (3) days of the employee's receipt of the written report, the Board of Trustees shall take formal action on their written report under ORC Section 121.22 (H) unless, during said three (3) day period, the employee consents to the disciplinary action to be taken by signing Attachment 4. If the employee decides to consent to the disciplinary action in accordance with the preceding sentence and the disciplinary action is carried out by order of the Fire Chief, no further action shall be taken by the Board of Trustees.

G. An employee who had received an unfavorable written report from the Board of Trustees or who has elected, pursuant to Section 3 (B) of this Article, to waive the opportunity to have a pre-disciplinary hearing may, within ten (10) days of receipt of the written report or written outline of charges required under Section 3 (B), appeal the written decision or outline of charges by filing a written grievance at Step 4 of the Grievance Procedure in accordance with the provisions contained in Article IX of this Agreement. The remedy provided for in this Article for appealing discipline decisions covered by this Article is in lieu of any statutory rights provided to the employee under Ohio Revised Code Sections 505.38, 733.35, 733.37, 733.38, and 733.39, or otherwise provided by law.

**Section 4.** The Township agrees that all disciplinary procedures set forth herein shall be carried out in a business-like manner and in private except for those actions required to be made public under ORC Section 121.22.

## ARTICLE 12. PERSONNEL FILES

**Section 1.** An employee, upon reasonable request, shall have access to the employee's personnel file and add memoranda to the file clarifying any documents contained in the file. The employee may obtain a copy of any document from within his or her own file at no expense. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. The Township shall notify the Union President immediately upon receiving a request to access an employee's personnel file.

## ARTICLE 13. LAYOFF PROCEDURE

**Section 1.** It is agreed that prior to the implementation of an abolishment of a position or the lay-off of bargaining unit personnel, the Township will meet and confer with the Local to consider alternatives.

**Section 2.** No bargaining unit member will be laid off until all part-time firefighters have been previously laid off.

**Section 3.** Bargaining unit employees shall be laid off in reverse order of department seniority. (The employee with the least amount of department seniority shall be laid off first, and the process shall continue until the specific number of employees has been achieved). No new bargaining unit employees or part time firefighters can be hired until all laid off bargaining unit employees are recalled. All recalled bargaining unit employees shall have two (2) weeks to accept or reject the recall offer.

**Section 4.** In the case of callbacks, the schedule of seniority shall also be followed. Last laid-off, first called back. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required during the twelve (12) month period described herein shall be at the Employer's expense.

## ARTICLE 14. NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Township and the Local recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jackson Township. Therefore:

**Section 1.** The Local agrees that it will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Township a written notice stating the Local's authorized representative who will deal with the Township and make commitments for the Local. When there is a change in the listed authorized representative, the Township will be notified in writing.

**Section 2.** The Local further agrees that neither it, its officers, agents, representative, or members of the bargaining unit will, directly or indirectly, authorize, sanction, instigate, cause, aid, finance, participate in or assist in any way in any strike. The Local shall undertake every reasonable means to notify all employees that an unauthorized strike is unlawful and not sanctioned by the Local, and the Local shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

**Section 3.** If the Local fails to meet its obligations under this Section, all dues deductions, at the Township's option, may be canceled upon written notice by certified mail to the Local. It is specifically understood and agreed that the Township, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the whole and complete right of discipline, short of discharge, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty-four (24) hours period of such stoppage and, if such stoppage continues, the Township shall have the sole and

complete right to immediately discharge any bargaining unit member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement.

**Section 4.** The Township agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit unless those members shall have violated Section 2 of this Article.

## ARTICLE 15. SEVERABILITY

This Agreement is subject to the laws of the State of Ohio, with respect to the powers, rights, duties, and obligations of the Township, the Local, and the employees in the bargaining unit; and in the event that any provisions of the Agreement shall, at any time, be rendered invalid or unenforceable by the enactment of legislation or by a Court of competent jurisdiction from whose final judgment or decree no appeals have been taken within the time provided thereof or by any administrative or executive official having authority to rule in the matter, such provisions shall be void and inoperative. However, such legislation, decision, or ruling shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

## ARTICLE 16. MILEAGE REIMBURSEMENT

Reimbursement for mileage accrued by the use of an employee's private automobile shall be made in accordance with the existing Township policy for reimbursement of mileage allowance.

## ARTICLE 17. MEMORIAL FUND

In the event of an "In the Line of Duty" death to a firefighter within a three hundred (300) mile radius of Jackson Township, two (2) delegates shall be provided an opportunity to attend Memorial and/or Funeral Services as representatives of the Township and Local.

Reasonable expenses incurred in attending the services shall be reimbursed in accordance with the terms of the Township Travel Policy. The Local and the Township shall share equally in the payment of reimbursable expenses.

The Local and the Township each shall select one of two (2) delegates who will be attending the services.

## ARTICLE 18. WAGES AND FRINGE BENEFITS

**Section 1.** Abbreviations

The following abbreviations apply to the administration of the Article:

F3 - First Year Firefighter (0-12 months without certifications described in Article 10, Section 1)

F2 - Second Year Firefighter (obtained required certifications, but still within one (1) year probationary period). The F2 status begins the 1st full pay period following the filing of the required certification with the Chief's Office. Such filing shall be receipted by the Chief's Office.

F1 - Obtained all certifications (firefighter and paramedic with Stark County Standing Orders) and completed one (1) year probationary period.

C – Captain

Any forty (40) hour employee, (F1 or C), assigned to the Fire Prevention Bureau, that obtains and maintains Fire Inspector, Fire Investigator and Emergency Medical Technician (basic level) certifications is not required to maintain a Paramedic certification. If the employee does not maintain a Paramedic certification and is reassigned by the Chief outside of the Fire Prevention Bureau, said employee shall be required to obtain a Paramedic certification with eighteen (18) months at his own expense and on his own time.

## ARTICLE 19. COMPENSATION

A. Effective the first pay period that ends in January, increases in compensation as follows:

| | |
|---|---|
| January 2012 | 2% |
| January 2013 | 0% |
| January 2014 | 0% |

B. Pay periods shall be every two (2) weeks.

In each year of the Contract the Township shall continue to pay the employee's present required ten (10) percent contribution to the Police and Firemen's Disability and Pension Fund with the express understanding between the parties to this Agreement that any increase in the required employee's contribution percentage to the Police and Fireman's Disability and Pension fund shall be paid by the employee and further that the employees shall not make any claims for lost compensation should the present required 10% employee contribution rate be

reduced. Employees hired after December 31, 2008 shall be solely responsible for payment of the employee's contribution to OPFPF.

C. At the end of each quarter, employees shall receive with their pay check, an attachment showing the most current Sick Leave Balance, Vacation Balance, and Personal Day/Personal Time Balance.

## ARTICLE 20. JURY DUTY/SUBPOENA PAY

A. Any employee who is called for jury duty, Federal, State, County or Municipal, shall be paid their regular salary for hours spent on jury duty during scheduled work time less any compensation received from the Court required by the Ohio Revised Code.

B. Whenever approved by the Fire Chief, an employee appearing in court or in a deposition on behalf of the employer during non-scheduled time shall receive a minimum of two (2) hours overtime pay defined in Section 6 for time spent by the employee traveling to and from court/deposition and before, during, and after the employee's appearance for actual time spent at the court/deposition location up to two (2) hours. An employee who is required to spend more than two (2) hours at the court/deposition location for an appearance shall receive overtime pay for any time spent at the court/deposition location exceeding two (2) hours which is additional to the overtime pay received for the first two (2) hours spent at the court/deposition location.

## ARTICLE 21. MILITARY LEAVE

Shall be in accordance with all state and federal laws.

## ARTICLE 22. HOLIDAY PAY

A. All full-time employees shall receive holiday pay for the days designated:

1. New Year's Day, the first day of January;
2. Martin Luther King Jr. Day, the third Monday in January;
3. Presidents Day, the third Monday in February;
4. Easter
5. Memorial Day, the last Monday in May;
6. Independence Day, the fourth day of July;

7. Labor Day, the first Monday in September;

8. Columbus Day, the Second Monday in October

9. Veteran's Day, the eleventh day of November;

10. Thanksgiving Day, the fourth Thursday in November;

11. Christmas Day, the twenty-fifth day of December.

Employees working the forty (40) hour tour of duty shall be granted the designated holiday off. For these employees, if any day designated as a paid holiday falls on a Saturday, the preceding Friday is the paid holiday, and if the designated holiday falls on a Sunday, the next succeeding Monday is the paid holiday.

B. An employee who is required to work or is on authorized vacation leave, personal day or Kelly Day on a designated holiday that falls on a shift when they normally would have been scheduled to work shall receive an additional hour of regular straight pay for each hour worked or each hour of vacation leave, personal day or Kelly Day on a designated holiday.

## ARTICLE 23. HOURS OF EMPLOYMENT AND OVERTIME

A. Employees shall work either a forty (40) hour or a fifty-two (52) hour work week based on the assignment of the Fire Chief. The employee shall pick Kelly days by seniority within a shift. Employees can switch Kelly days within a shift with the approval of the Shift Battalion Chief. Kelly days may only be traded within the same Kelly day cycle. Kelly days may not be traded with an employee on light duty.

B. The Fire Chief or authorized representative, at their discretion, may require an employee to work overtime. Attachment 7 is incorporated herein by reference.

C. Each employee who is assigned to the fifty-two (52) hour work week who is required to work beyond their normal scheduled shift assignments in any one week shall be compensated at one and one-half time their hourly base rate of pay for each hour worked beyond their normal assigned fifty-two (52) hour work week. Hourly base rate of pay shall be the employee's annual base salary divided by two thousand seven hundred four (2,704) hours.

D. Each employee who is assigned to the forty (40) hour work week who is required to work beyond their normal scheduled shift assignments in any one week shall be compensated at one and one-half times their hourly base rate of pay for each hour worked beyond their normal assigned forty hour

work week. Hourly base rate of pay shall be the employee's annual base salary divided by two thousand eighty (2,080) hours. If an employee assigned to the forty (40) hour work week performs duties in the firefighting division beyond their normal scheduled duty shift, their hourly base rate of pay shall be at the firefighter's annual base salary divided by two thousand seven hundred four (2,704) hours.

E. Annual base salary is defined as the employee's compensation set forth in Article 19 plus compensation the employee is entitled to under paragraph B of Article 24.

F. Any training that is mandated by the Jackson Township Fire Department and is necessary for employment purposes will be compensated at the overtime rate when attended off duty.

With approval of the Fire Chief, employees voluntarily attending a training session shall be covered by the Township as it pertains to liability and worker's compensation. Attendance at an off duty paramedic training session, that is mandated by the Stark County Paramedic Program and is not offered by the Jackson Township Fire Department while the employee is on duty, will be compensated at the overtime rate of the individual. Department required approval must be obtained for attendance in the class.

A minimum of two (2) hours overtime shall be paid for any fire callback and a minimum of one (1) hour overtime shall be paid for any EMS callback as authorized by the Fire Chief. Any non-emergency overtime requires the prior approval of the Fire Chief or authorized representative.

G. Part-time Firefighters will not be used to supplement or fill vacancies when there are fifteen (15) or less career (full-time) positions per shift, excluding Battalion Chiefs. Existing part-time positions (duty assignments) will not be affected.

## ARTICLE 24. EDUCATION

A. The Township shall pay for tuition, textbooks, and supplies with the provision that the textbooks become the property of the Township. The books are to be turned in upon completion of the course with receipt and final grade within ten (10) days of receipt of grade to allow for prompt reimbursement of schooling costs. This will provide for the establishment of a fire science library in Jackson Township. The Township shall reimburse the tuition costs of two (2) courses per quarter or semester up to $800 total per quarter or $1200 per semester in an Associate or Bachelor fire degree program upon the approval of the courses by the Chief of the Department. Township shall reimburse all textbook costs related to the approved courses.

B. An employee's salary shall be increased at a rate of One Dollar and Twenty-Five Cents ($1.25) per month per credit hour earned up to a maximum of 110 hours of quarter college credit hours or 83 semester college credit hours. Salary adjustments to be made July 1 and December 31 of each year. It shall be the employee's responsibility to furnish written proof to the Fiscal Officer of any additional credits above. Failure to provide needed information before salary adjustment dates shall prevent any salary adjustment for schooling until the next adjustment period.

## ARTICLE 25. VACATION

A. All full-time employees shall be entitled to vacation in the following manner:

| | | 52 Hour Work Week | 40 Hour Work Week |
|---|---|---|---|
| | Full-Time | No. of Tours | No. of Weeks |
| Anniversary Date | Less than 1 year | None | None |
| | After 1 year | 5 (120 hours) | 2 (80 hours) |
| | After 5 years | 7 (168 hours) | 3 (120 hours) |
| | After 10 years | 10 (240 hours) | 4 (160 hours) |
| | After 15 years | 12 (288 hours) | 5 (200 hours) |
| | After 20 years | 14 (336 hours) | 6 (240 hours) |

B. Full-time employee means an employee whose regular hours of service for the Township total forty (40) hours per week, or who renders any other standard of service accepted as full-time by the Township.

C. For the purpose of administering vacations, a tour shall be a twenty-four (24) hour shift beginning at 0800 hours and ending the following day at 0800 hours.

D. Anniversary date shall be the last date of hiring by the Township.

E. A maximum of five (5) tours of earned, unused vacation may be carried over to the next year for 52 hour employees, and a maximum of two (2) weeks of earned, unused vacation may be carried over to the next year for 40 hour employees. At least three (3) tours of earned vacation must be taken during each eligibility year by 52 hour employees, and at least one (1) week of earned vacation must be taken during each eligibility year by 40 hour employees. Employees may at their request cash out annually up to one hundred twenty (120) hours of their accrued unused vacation in a

separate check to be paid with the first pay period following the employee's anniversary date.

F. Vacation shall be used in increments of one (1) tour or more. The vacation schedule period shall be from January 1 to December 31 of each year.

G. Vacation requests must be approved by the Fire Chief. A request for annual vacation leave must be submitted by the employee at least nine (9) calendar days prior to the effective beginning date. Annual vacation will be taken at such time as the employee and the Fire Chief mutually agree. The nine (9) calendar day notification may be waived at the discretion of the Fire Chief.

H. Annual vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence, unpaid military leave, or while working on a part-time basis.

I. An employee may extend vacation with the approval of the Fire Chief.

J. Upon termination of employment from Township service, payment for earned but unused vacation leave shall be made in one lump sum at the employee's current base rate of pay. Payment shall be made within ninety (90) days of the time of termination of employment. Upon death of full-time employee, one lump sum payment of earned but unused vacation leave shall be paid in accordance with Ohio Revised Section 2113.04. Payment shall be made within ninety (90) days of the time it is determined under Ohio Revised Code Section 2113.04 which person will receive payment.

## ARTICLE 26. UNIFORM ALLOWANCE

A. All new hires shall receive an annual uniform allowance credit in the amount of Six Hundred Dollars ($600.00). All Fl and F2 employees shall receive an annual uniform allowance credit in the amount of Five Hundred Dollars ($500.00). All C employees shall receive an annual uniform allowance credit in the amount of Five Hundred Fifty Dollars ($550.00). The uniform allowance shall take the form of a voucher draw account to be maintained by the Fire Chief. Any item authorized for wear by the Fire Department Uniform Policy may be purchased through the uniform allowance. If the charges to an employees account are more than the amount provided for, the difference, not to exceed $25.00, shall be charged against the employee's next year's annual voucher draw account. If the difference is more than $25.00, the employee shall be required to reimburse the Township for the amount of such expenses.

B. Loss/Destruction of property: the Township agrees to replace eyeglasses or contacts (up to a maximum value of $200), dentures, and/or any personal clothing or items lost or destroyed during the course of Fire Department duties. The Township will also repair or replace watches up to a maximum value of $50.00 that are damaged during the course of Fire Department duties. Any loss/destruction of property must be reported to the Battalion Chief in writing within seventy two (72) hours of the occurrence, and any damaged property must be turned into the Battalion Chief in order to qualify for the provisions of this section.

C. An employee can carry forward One Hundred Fifty Dollars ($150.00) of unused uniform allowance annually.

D. Any changes in uniforms mandated by the Fire Chief shall be paid for by the Township.

E. The Township will give as a gift to each retiring employee his or her badge at the time of retirement.

## ARTICLE 27. HEALTH INSURANCE

The level of benefits for hospitalization, major medical, dental, vision and prescription drug insurance coverage shall be as set forth in Appendix B.

## ARTICLE 28. HIGHER RANK PAY

A. Temporary assignments for the purpose of filling vacancies in higher ranks shall be made at the discretion of the Fire Chief from among no more than the twelve (12) highest scoring individuals from the Captain's Eligibility list. That list shall be used for the filling of temporary assignments starting with those eligible "OIC" employees on duty.

B. Individuals selected for assignment to temporary higher rank shall complete a minimum of six (6) hours of fire training as approved by the Fire Chief during the year in which they are declared eligible by the Fire Chief. Failure to obtain such training shall prevent the individual from being considered in succeeding years without obtaining such training in advance of any assignment. Such training shall be approved by the Fire Chief.

C. Where an officer of higher rank is off-duty, on an authorized leave or is out of the township for more than two (2) consecutive hours and an employee is assigned the responsibilities of the higher rank for a period of two (2) continuous or more hours, that employee shall receive fifteen percent (15%) additional compensation over the employee's base rate of pay.

## ARTICLE 29. ABSENTEE POLICY

A. An incident of absence is any day or part of a day (four hours or more) that an employee is not at work other than a Personal Day, Holiday, Vacation, Jury Duty, Court Appearance, approved leave of absence, Injury Leave, Pre-Approved Union Time, Family Medical Leave, or Funeral Leave.

B. After the Fourth (4th) incident of absenteeism within a 12 month period, the Battalion Chief will counsel the employee and document the session.

C. After the Fifth (5th) incident of absenteeism within a 12 month period will result in a written warning from the Fire Chief.

D. After the Sixth (6th) incident of absenteeism within a 12 month period will result in a hearing with the Board of Trustees as outlined in Article 11 of this agreement.

E. Any further incidents of absenteeism within a 12 month period will result in additional disciplinary action including a possible termination hearing. The infraction period will be based on a "rolling" calendar year.

F. The Fire Chief will proceed through each step of the disciplinary process automatically. Mitigating circumstances will only be considered by the Township when the problem has progressed beyond the written warning stage.

G. "Pattern Abuse" shall constitute grounds for discipline. Pattern abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to Holidays, Weekends, Kelly Days, Vacation Days or Personal Days or consistent or regular usage of available sick leave.

## ARTICLE 30. SICK LEAVE

A. Each full-time employee shall be entitled to sick leave of .06 hours with pay for each regular completed hour of pay on active pay status. Employees may use sick leave, upon approval of the Chief, for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. For a person who is assigned to the forty (40) hour workweek, up to thirty-two (32) hours of sick leave may be granted in the event of death in the immediate family. For a person who is assigned to the fifty-two (52) hour workweek, up to forty-eight (48) hours of sick leave may be granted in the event of death in the immediate family. Two such funeral leaves per year shall not be charged against sick leave or vacation allowance but shall be time off with pay.

Funeral leaves in excess of two such leaves shall be charged against sick leave. For purposes of funeral leave only, the definition of immediate family shall include great grandparents and a spouse's grandparents.

B. Immediate family is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other person who stands in the place of a parent.

C. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work

D. 1. Short term use of sick leave.

Short term use of sick leave is defined as an absence of 3 or less consecutive calendar days if the employee is assigned to the 40 hour work week, or an absence of less than 2 consecutive normal scheduled shifts if the employee is assigned to the 52 hour work week. Prior to or immediately upon the return to work from a short term use of sick leave, the employee shall be required to submit to the Chief a satisfactory written, signed statement on the Attachment 5 Request for Leave form.

2. Extended use of sick leave

Extended use of sick leave is defined as an absence of four (4) or more consecutive calendar days if the employee is assigned to the 40 hour work week, or an absence of two or more consecutive normal scheduled shifts if the employee is assigned to the 52 hour work week. Prior to or immediately upon the return to work from an extended use of sick leave, the employee shall be required to submit to the Chief both Attachment 5 and a Medical Statement on Attachment 6. Attachment 6 must be completed by their physician or other health care professional verifying the use of sick leave as defined in Paragraph A herein

3. Upon prior written notice to the employee, the Chief may require the employee to furnish a physician's statement related to any and all illnesses.

E. The Township may also require the employee, at the Township's expense, to submit to an examination by a physician or other professional designated by the Township for the purpose of verifying the illness, determining whether the employee is unable to perform his/her required duties, and determining the expected date of recovery. If the employee or the Township's designated physician or other professional determines that the employee is not experiencing a personal illness or injury, any subsequent absences of the employee will be without pay until the

employee submits a physician's or other professional's statement supporting the reasons for the absence(s).

F. Falsification of either the signed statement or physician's or other professional's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse of sick leave with the intent to defraud, abuse of sick leave, or the patterned use of sick leave, shall all be grounds for disciplinary action including dismissal.

G. The Township may, at any time, require that the employee submit to a medical examination in order to determine the employee's capability to perform the duties of a position which the employee is reasonably suited to perform based on the employee's education, training, or experience. Such examination shall be conducted by a physician designated by the Township. The Township must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include: physical and mental requirements of the employee's Position, duty statements, job classification specifications, and position descriptions. The cost of this medical examination shall be paid by the Township.

H. An employee who is unable to report for work, and who is not on a previously approved leave for vacation, sick leave, compensatory leave or approved leave of absence, shall be responsible for notifying the Chief or his designated representative that he/she will be unable to report for work. A reasonable notification requirement may be imposed by the Chief. Any employee failing to fulfill the reasonable notification requirement imposed by the Chief will not be paid for that day.

I. Paid holidays falling during sick leave shall not be charged as sick leave time.

J. It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by the attending physician.

K. An employee who fails to comply with any of the provisions of this policy shall not be allowed to use sick leave for the time absent from work under such noncompliance.

L. An employee, at the time of service or disability retirement from active service with Jackson Township, shall be paid in cash for the value of accrued unused sick leave credit at the employee's base pay rate as follows:

| Percentage | Accumulation |
|---|---|
| 25% | 0-1000 hours |
| 30% | 1,001-1,500 hours |
| 35% | 1,501-2,000 hours |
| 40% | 2,001 – 2,500 hours |
| 45% | 2,501-3,000 hours |
| 50% | 3,001 & above hours |

## ARTICLE 31. INJURY LEAVE

Section 1. Salary continuation/ Workers Compensation

When an employee is injured or suffers an occupational disease in the line of duty while actually working for the employer, employees working the 52 hour work week shall be entitled to 720 hours of injury leave pay and employees working a 40 hour work week shall be entitled to 520 hours of injury leave pay. Injury leave pay shall be the employee's regular weekly pay. The employee must file for Workers' Compensation and execute an assignment to the Employer of his temporary total Worker's Compensation payments to be eligible for injury leave pay.

If the Employer and the Employee mutually agree, the employee may participate in a workers compensation wage continuation program. Under this program, the employee will be paid his or her present hourly rate with applicable federal, state, and local withholdings. This entitlement will be reviewed after 720/520 hours whichever is applicable. In order to be eligible for this salary continuation, the Employee must file for and be eligible to receive Workers' Compensation. Wage continuation will be discontinued when you do not provide proper documentation, you return to work, the maximum of 26 weeks has been reached, if a dispute arises regarding the cause or extent of disability, or if you are able to perform light duties available and you refuse.

Section 2. Physician Examination

The employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Section.

## ARTICLE 32. OTHER PAYS

A. All employees shall receive longevity payments after completion of the required length of continuous full-time service with Jackson Township pursuant to the following schedule:

1. After five (5) years - nine (9) years: two percent (2% additional over the regular hourly rate.

2. After nine (9) years and thereafter: four percent (4%) additional over the regular hourly rate.

B. Longevity payments will be issued in the last pay period ending in September of each year.

C. Each employee shall receive hazard duty pay in the amount of Six Hundred ($ 600.00) to be issued in a separate check in the last pay period ending in June of each year.

## ARTICLE 33. TRADING OF SHIFTS

A. The current practice of trading of shifts as reflected in the Department's Procedures Manual shall be continued with the approval of such trades to be at the discretion of the Fire Chief.

B. Rescheduling of Kelly Days

C. Captains shall be permitted to trade two (2) Kelly Days out of schedule cycle with the permission of the Chief of the department. Such trades shall be between Captains and shall not create overtime.

Kelly days may be rescheduled into areas (days) in the Kelly Day cycle that are empty of a scheduled Kelly Day, or have a vacancy(ies) to schedule time off. These Days may be rescheduled so as they do not cause overtime or interrupt the vacation scheduling procedure as outlined in Article 24 paragraph G.

## ARTICLE 34. PERSONAL DAYS

A. Each employee assigned to 24 hour shifts shall receive two (2) tours of personal time per year with compensation. Employees assigned to 40 hour work weeks shall receive 3 shifts of personal time off per year with compensation. Said personal days are to be designated by the employee with the approval of the Fire Chief or his designated representative on a first come, first serve basis. Such personal time off shall not be indiscriminately withheld. Personal time cannot be used on New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve or Christmas Day and will not be counted against the authorized leave permitted off at any time.

B. An employee hired prior to July 1 will receive their allowed personal time off for that calendar year.

## ARTICLE 35. VACCINATIONS AND IMMUNIZATIONS

Employees shall be entitled to vaccinations and immunizations to include, but not limited to, Hepatitis, Tuberculosis, Tetanus, Flu of any type, and future medication for the prevention of AIDS. Employees are also required to obtain the above described vaccinations and immunizations unless a written medical reason(s) is provided explaining why said vaccination or immunization should not be administered.

## ARTICLE 36. DURATION AND EFFECT OF AGREEMENT

**Section 1.** This Agreement shall be effective January 1, 2012, and shall remain in full force and effect until December 31, 2014.

**Section 2.** If either party desired to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 3.** This agreement constitutes the entire agreement between the Township and the Local.

**Section 4.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Township Trustees, the Federal or State Legislature, such as acts of God, the conditions of this Agreement relating to time limits for Management or the Local's replies on grievances shall automatically be suspended. Upon the 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 point in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievance(s) had properly progressed.

**Section 5.** The Township and the Local acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and Opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Township and the Local each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively 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 even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**Section 6.** Distribution of Agreement - There shall be two (2) original copies of this Agreement. One (1) shall be held for safekeeping by the Fiscal Officer for the Township. One (1) shall be held for safekeeping by the President of the Local for the Local.

## EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of February, 2012.

FOR THE BOARD OF TRUSTEES
OF JACKSON TOWNSHIP,
STARK COUNTY, OHIO

James N. Walters, President

William M. Burger, Vice President

John E. Pizzino, Trustee

Randy Gonzalez, Fiscal Officer

Leslie Iams Kuntz, Chief Negotiator

FOR THE JACKSON TOWNSHIP
PROFESSIONAL FIREFIGHTERS
LOCAL 2280

Mike Peel, President
Local 2280

Gary Martin, Vice President

Rob Leahy, Negotiating Team Member

## ATTACHMENT 1 – PAYROLL DEDUCTION AUTHORIZATION

# PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize the Jackson Fiscal Officer to withhold the following amount from my bi-weekly paycheck:

1. _____ Union Dues

2. _____ Life Insurance

3. _____ Credit Union

4. _____ PAC

5. _____ _____

I further agree to hold the Township harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Township for purposes of providing these deduction services.

I reserve the right to revoke this authorization upon written notice by certified mail to the Fiscal Officer of Jackson Township.

_____
Employee

_____
Date

## ATTACHMENT 2 – GRIEVANCE FORM

Grievant: _____ Phone: _____

Address: _____

_____

Grievant's Classification: _____

Date Grievant Became Aware Of Alleged Grievance: _____

Date When Grievant Submitted To The Battalion Chief: _____

Date Of Formal Written Filing With Board Of Trustees: _____

Person or Persons To Whom Grievance Is Directed: _____

Statement Of Incident Giving Rise To Grievance: _____

_____

_____

_____

Articles And Sections Of Agreement Violated: _____

_____

Remedy Sought: _____

_____

_____

_____ _____

Grievant's signature Date

Recommendation Of Grievance Committee:

Accepted _____ Rejected _____ Date _____

Signature of Committee: _____, Chairman

_____

_____

## ATTACHMENT 3 – DISCIPLINE NOTICE

I, _____, hereby authorize the "Board of Trustees of Jackson Township," Stark County, Ohio, or any of their employees, to notify the Jackson Professional Firefighters, Local 2280, in the event disciplinary action is initiated against me pursuant to Article XI of the Negotiated Agreement.

DATE:_____ SIGNATURE:_____

## ATTACHMENT 4 – DISCIPLINE WAIVER

I, _____, hereby agree to accept the disciplinary action from the "Board of Trustees of Jackson Township," Stark County, Ohio, consisting of:

_____

set forth in their written report and further consent that said disciplinary action be carried out by order of the Fire Chief.

X_____
Signature

## ATTACHMENT 5 – REQUEST FOR LEAVE

**JACKSON TOWNSHIP FIRE DEPARTMENT**
**REQUEST FOR LEAVE**

Date Received:_____
By:_____

Name_____ Date_____

Shift_____

Reason for leave request:

_____ Jury Duty _____ Military _____ Vacation _____ Personal Day

_____ Personal Illness or Injury

_____ Illness or Injury in Immediate Family _____
(Relationship)

_____ Funeral _____
(Name) (Relationship) (Date)

_____ Family Medical Leave _____

_____ Other _____
(Explain, i.e. Job Related Injury, Leave Without Pay, Comp Time)

I hereby apply for _____ tour(s)/hours of leave from the department. The request is for the following scheduled duty date(s):

_____, 20___; _____, 20___; _____, 20___; _____, 20___;
_____, 20___; _____, 20___; _____, 20___; _____, 20___;
_____, 20___; _____, 20___; _____, 20___; _____, 20___;
_____, 20___; _____, 20___; _____, 20___; _____, 20___;
_____, 20___; _____, 20___; _____, 20___; _____, 20___;

Does the leave request occur on a regular scheduled duty holiday?

_____ Yes _____ No

---

Supervisor's Actions:

_____ Approved _____ Approved as Modified _____ Denied

Comments:_____

_____

Signature:_____ Date:_____

## ATTACHMENT 6 – PHYSICIAN'S STATEMENT

As a duly qualified practitioner of medicine, I certify that the use of sick leave for,

_____, is justified, (in my opinion).
(Employee's Name)

_____ The employee was under my professional care.

_____ The employee's presence was necessary for the care of an immediate family member.

I hereby certify that, _____, was under my professional care for
(Patient's Name)

the Treatment of, _____, from _____
(Illness) (Date)

through _____.
(Date)

_____ _____
Signature of Physician Date

_____
Physician's Name (Printed)

_____
Address

_____
City State Zip Code

## ATTACHMENT 7 – OVERTIME PROCEDURE

# JACKSON TOWNSHIP FIRE DEPARTMENT
# VOLUNTARY OVERTIME PROCEDURE

The purpose of this procedure is to establish a policy for the orderly filling of vacancies in shift assignments. At the same time all individuals are given a relative equal opportunity to accept or reject the voluntary offer to work extra scheduled duty hours.

1. The voluntary overtime procedure shall be followed first in filling known scheduled duty vacancies. This procedure is established using individual seniority based on their date and time of appointment to the Jackson Township Fire Department as a full time employee. Individuals shall be individually listed in the Overtime Booklet which shall indicate their seniority rank, date overtime was needed and whether the overtime was accepted or rejected.

2. Known scheduled duty vacancies shall be filled from the voluntary overtime list beginning three (3) weeks from the need. The Battalion Chief assigned overtime scheduling or his designee shall contact the first eligible individual to determine their desire to accept or reject the overtime. If the individual agrees to work the overtime assignment, they shall be scheduled for the duty assignment and the assignment duly marked in the Overtime Booklet. If the individual rejects the opportunity, their overtime record shall be marked to show the rejection.

3. Individuals shall have eight (8) hours to respond to the request if more than one (1) week would remain before the needed overtime. Failure to respond within the given time period after being contacted is considered as a negative response to work the overtime. The record of the individual will be recorded accordingly. The Battalion Chief shall contact the next individual on the Overtime list.

4. Attempts shall be made for three (3) consecutive days to make contact in order to offer an overtime position. Failure to make contact by 1800 hours of the third day will result in the individual's name being bypassed for that particular overtime consideration.

5. Any individual who is on duty or authorized leave from the Department shall not be eligible for overtime unless forced overtime is to be instituted. If a Kelly Day or Personal Day has been used to begin, extend or conclude a leave it shall be considered part of the regular leave. If such voluntary acceptance would permit forced overtime from being initiated, said individual may accept the overtime position if they have utilized five (5) tours of vacation leave.

6. When one (1) week or less remains before a vacancy needs filled, the on-duty Battalion Chief or his designee shall proceed <u>immediately</u> through the voluntary overtime list. Individuals who are not reached shall remain in their current position. Individuals who are reached shall advise the Battalion Chief, at that time, of their acceptance or rejection.

7. Anytime it is necessary to request an overtime position to be filled by the Voluntary method, any individual who would reject the offer of overtime with less than a twenty-four (24) hour notice, shall remain in the same position they are currently in for voluntary consideration. If the individual accepts the voluntary overtime, then their name is marked accordingly to reflect such acceptance and repositioned in the voluntary overtime book.

8. Any individual voluntarily accepting an overtime assignment is obligated to complete that assignment if less than one (1) week remains before the scheduled overtime. If the individual voluntarily accepting an overtime assignment reports off sick, said individual shall lose his/her position on the Voluntary Overtime list. If a scheduled voluntary overtime needs to be changed, said individual will notify the scheduling Battalion Chief prior to the one (1) week limit.

9. No individual of the Fire Department shall work seventy-two (72) consecutive duty schedule hours unless assigned by the Chief of the Department.

10. If no individual from the voluntary overtime list is available to fill the schedule vacancy, the Battalion Chief shall move to the procedures established for Forced Overtime.

11. If an individual has been scheduled from the forced overtime list and, prior to the start of the overtime assignment, the forced individual may be replaced by another individual agreeing to voluntarily accepting the overtime. Prior to a member replacing a forced overtime individual, the forced individual and Battalion Chief scheduling the forced overtime must agree to the change. The individual who does replace a forced overtime individual shall have their voluntary overtime record updated as required. The forced individual, who was replaced by the voluntary overtime individual, shall be placed back in the forced overtime ranking held at the time of being forced.

12. It is understood after the initial start of the voluntary overtime list, personnel will be out of sequential order. The list shall revert to seniority status at the end of each calendar year.

13. There shall be no trading of positions in the voluntary overtime list.

14. If an individual is needed for less than twelve (12) hours, the individual's name shall remain in the current position on the voluntary list.

15. Individuals of the department who have not received their Level II firefighter and paramedic certification or are on probation are not eligible for overtime unless assigned by the Chief of the Department.

16. In the event an individual is eligible for and not contacted for an overtime vacancy, and with notification to the Fire Chief, that member shall choose a day of his choice within the next seven (7) days excluding holidays to work an overtime shift. Should an overtime vacancy exist on the day chosen by the above member, that overtime vacancy shall be filled by another individual.

17. Individuals holding the rank of Captain shall not be used to fill firefighter vacancies.

18. If a Captain is at the front of the Overtime Booklet and a Captain vacancy exists, the Captain shall be offered the overtime assignment.

19. If the Captain rejects the overtime assignment and the next eligible individual is a firefighter and an OIC is available then, the OIC shall be used to fill the Captain's position and the eligible firefighter shall be offered the overtime assignment.

20. If no OIC's are available and an officer vacancy exists it shall be filled by a Captain either through voluntary or forced overtime.

21. The Fire Chief may elect to fill the Battalion Chief's position with a Chief Grade Officer instead of an eligible Captain.

# JACKSON TOWNSHIP FIRE DEPARTMENT
# FORCED OVERTIME PROCEDURE

The purpose of this procedure is to establish a policy for the orderly filling of vacancies in shift assignments when there are no firefighters to fill overtime needs voluntarily. The forced overtime procedure shall be instituted only after the voluntary overtime list has been utilized.

This procedure is established using reverse firefighter seniority based on their date and time of appointment to the Jackson Township Fire Department as a full time firefighter/ paramedic. Firefighters shall be listed individually, showing their seniority rank, and date they were required to work an overtime assignment.

Anytime a Battalion Chief is not able to fill a duty vacancy from the voluntary overtime list, the forced overtime list shall be used. The Battalion Chief shall contact the first eligible firefighter on the force overtime list and advise the firefighter the shift vacancy they are required to work overtime on. The firefighter's forced overtime record shall be updated.

The forced overtime procedure shall be initiated when no firefighter has voluntarily accepted the overtime assignment and/or less than one (1) week remains before a vacancy must be filled. If the firefighter being forced reports off sick, said firefighter shall retain his/her position on the Forced Overtime list.

If a firefighter has been scheduled to fill a vacancy from the forced overtime list and prior to the start of the overtime assignment, the forced firefighter may be replaced by a firefighter agreeing to voluntarily accepting the overtime. Prior to a firefighter replacing a forced overtime firefighter, the forced firefighter and Battalion Chief scheduling the forced overtime must agree to the change. The firefighter who does replace a forced overtime firefighter shall have their voluntary overtime record updated as required. The forced overtime firefighter who was

replaced by the voluntary overtime firefighter shall be placed back in the forced overtime ranking held at the time of being forced.

If no firefighter from the voluntary overtime list is available to fill the schedule vacancy, the Battalion Chief shall move to the procedures established for Forced Overtime.

If a firefighter has been scheduled from the forced overtime list and, prior to the start of the overtime assignment, the forced firefighter may be replaced by a firefighter agreeing to voluntarily accepting the overtime. Prior to a firefighter replacing a forced overtime firefighter, the forced firefighter and Battalion Chief scheduling the forced overtime must agree to the change. The firefighter who does replace a forced overtime firefighter shall have their voluntary overtime record updated as required. The forced firefighter, who was replaced by the voluntary overtime firefighter, shall be placed back in the forced overtime ranking held at the time of being forced.

Firefighters on duty or authorized leave from the Department shall not be forced to work overtime unless the Chief of the Department so directs.

It is understood after the initial start of the Forced Overtime list personnel will be out of sequential order. The list shall revert to reverse seniority status at the end of each calendar year.

Firefighters who have not completed their basic firefighting and paramedic certification classes are not eligible for overtime until the completion of their probationary period unless assigned by the Chief of the Department.

There shall be no trading of positions in the Forced Overtime list.

If a firefighter is forced for less than twelve (12) hours to work a duty assignment, the firefighter's name shall remain in the current position it occupies until the firefighter works more than twelve (12) hours of forced overtime.

## FORCED OVERTIME PROCEDURE – CAPTAINS

When it becomes necessary to fill a Captain's position, and no OIC's are available, an off duty Captain shall be assigned to the position by use of the voluntary overtime procedure established for Captains. If the use of the voluntary procedure fails to secure a Captain then the forced procedure for Captains shall be implemented.

This procedure may result in having more personnel on duty than our established minimums. Keep in mind if a report off occurs for a firefighter's position. You may not need to bring in another person.

### Officer Staffing

The Township, at its discretion and through their Fire Chief, shall determine the need for use of off duty officers to fill for officers on leave from their duty assignment.

The following guidelines will be followed by the Fire Chief in filling assignments.

- The Fire Chief may elect to fill the Battalion Chief's position with a Chief Grade Officer instead of a Captain;

- If a Captain has been scheduled for Overtime and a Battalion Chief then elects to take leave from the department, the Scheduled Overtime Captain shall retain the overtime assignment unless the Scheduled Overtime Captain chooses to give up the overtime assignment and a Chief Grade Officer agrees to accept the overtime assignment. However, if an additional officer vacancy occurs then a Chief Grade Officer may fill the vacancy.

- The Fire Chief will follow a Voluntary/Forced overtime list when filling a Captain's duty assignment. This procedure is established using Captain's seniority based on their promotional date and time of appointment to the rank of Full Time Captain. Captains shall be individually listed in an overtime booklet which shall indicate their seniority rank, date overtime was needed, and whether the overtime was accepted or rejected.

- Known authorized leaves shall be filled from the Voluntary Overtime list beginning a minimum of three (3) weeks from the need.

- The Fire Chief or designee shall contact the first eligible Captain in the Voluntary Overtime Booklet to determine the Captain's desire to accept overtime. If the individual aggress to work the overtime assignment, they shall be scheduled for the duty assignment and the assignment duly marked in the overtime booklet. IF THE CAPTAIN REJECTS THE OPPORTUNITY, THEIR OVERTIME RECORD SHALL BE UPGRADED SHOWING THEIR REJECTION.

- The Captain shall have eight (8) hours to respond to the request if more than one (1) week would remain before the needed overtime. Failure to respond within the given time period after being contacted is considered as a negative response to work the overtime.

The record of the Captain will be recorded as a rejection. The Fire Chief or designee shall contact the next Captain on the list. Attempts shall be made to contact the individual for eight (8) hours. Failure to make contact will result in the individual's name being bypassed for that particular overtime consideration.

- Any Captain who is on duty or authorized leave from the department shall not be eligible for overtime from the start of their approved duty leave until their return to duty date unless forced overtime is to be instituted. If such voluntary acceptance would permit forced overtime from being initiated, said Captain may accept the overtime position if they have utilized five (5) tours of vacation or received direct authorization from the Fire Chief.

- When one (1) week or less remains before needed, the Fire Chief or designee shall proceed immediately through the voluntary overtime list. Captains who are not reached shall remain in their current position. Captains who are reached shall advise the Fire Chief, at that time of their acceptance or rejection of the offer.

- Any Captain voluntarily accepting an overtime assignment is obligated to complete that assignment if less than one (1) week remains before the scheduled overtime.

- If the Captain voluntarily accepting an overtime assignment reports off sick, said Captain shall lose their position on the Voluntary Overtime List.

- No Captain shall work seventy-two (72) consecutive duty scheduled hours unless assigned by the Fire Chief.

- If no Captain from the Voluntary Overtime List is available to fill the scheduled duty assignment, the Fire Chief or designee shall move to the procedure established for Captain Forced Overtime.

## APPENDIX A – DRUG TESTING

# PROCEDURES FOR WORKPLACE TESTING REQUIREMENTS FOR EMPLOYEES

### Section 100 Purpose and Scope

This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the Township's drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. Employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgment form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

### 101 Definitions

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

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

Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of alcohol and is not reasonably explained as a result of other causes such as fatigue, side affects to prescription or over the counter medication; reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion shall be based upon personal observations by a trained supervisor that must be documented in writing at the time of the observation. Reports of drug abuse or abnormal behavior that is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing

using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Township after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

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

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

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

102 Tests; Other requirements

This policy covers the following types of tests:

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

No alcohol may be consumed within four hours of performing the employee's duties.

103 A percentage equal to 50 percent of our covered driver positions shall be tested for drugs, and a percentage equal to 10 percent of our covered driver positions shall be tested for alcohol annually. Random drug and alcohol testing applies to all bargaining unit employees.

Regulations:

a. All bargaining unit employees shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the employee to disqualification and discipline, up to and including discharge.

b. The Township shall administer drug tests equal to 50 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to Federal regulations.

c. The Township must administer alcohol tests equal to 10 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to Federal regulations.

d. Each bargaining unit employee shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.

e. An employee shall be selected for drug and alcohol testing by a computer software program. This selection process will be accomplished by the drug testing facility.

f. The random drug and alcohol testing shall be spread through the twelve month period. The random selections should be done quarterly. The selection will occur, by the testing facility at a different time each quarter to insure against predictable selection dates.

g. The Township shall submit a list of employees to the testing facility subject to random testing. This list shall include the employee's name, driver's license number, and their assigned random drug and alcohol identification number.

h. The Township will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing facility.

i. If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.

j. If the test results are verified positive, the MRO will not notify the Township's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her position and placed on day shift until results from the second ($2^{nd}$) test are verified. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request of the MRO that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the driver wishes to use the rehabilitation option set forth in this policy, the driver or the Union shall reimburse the Township for the cost of the confirmation test before entering the rehabilitation program. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will not be permitted to operate a Township vehicle once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. Any driver testing positive for drugs or alcohol in any DOT

drug test shall be disciplined according to Section 107 with the opportunity for rehabilitation and consultation.

104 Post Accident

If an employee operating a Jackson Township vehicle is involved in: (a) an accident where a fatality occurs; (b) an accident in which an injury is treated ; or (c) an accident in which a vehicle is required to be towed from the scene ; the driver shall as soon as practicable be tested for alcohol and controlled substances. In less severe types of vehicular accidents, an employee may be requested to be tested for alcohol and controlled substance depending upon the individual circumstances.

All employees who are responsible for an accident/injury in the work place that causes an injury to himself or to others requiring medical attention may be subject to Post Accident Testing. The Township can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post accident test shall be made by the employee's Department Head provided that he was not involved in the accident. If the Department Head was involved in the accident, the President of the Board of Trustees will make this decision. The determination shall be based on the best information available at the time.

An alcohol test should be administered within two (2) hours following the accident and the Township shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The urine sample for a post-accident drug test shall be collected as soon as possible and the Township shall cease attempts to administer a post-accident drug test thirty-two (32) hours following the accident. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The employee shall not ingest any alcohol or drugs until testing has been completed.

Implementation Procedures

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

b. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Township any information necessary to indicate the presence of any controlled substance or alcohol in his system.

c. The Department Head will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgement form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

The Township shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident, and state whether testing is/is not required. This Accident Report Form will be kept in the Administrator's office. The Township shall retain a copy of the results from the MRO. The Township shall retain a copy of the letter from an employee requesting a retest of the original sample.

105 Procedures for Reasonable Suspicion Testing

Reasonable suspicion testing shall be required when a trained supervisor suspects that an employee is under the influence of a prohibited substance. Reasonable cause test referrals shall be based on objective facts, circumstances, or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor who is trained in the detection of prohibited substances use under this program policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

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

a. Prohibit the employee from working or continuing to work.

b. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Township for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

c. Prepare appropriate documentation and take appropriate disciplinary action.

d. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the

disciplinary procedure may merit appropriate disciplinary action which could include discharge.

e. The Supervisor shall call the Administrator. If unavailable, he shall call the Law Director.

f. The Supervisor shall call a Union representative.

g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.

h. The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.

i. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it's substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:

(1) Being continually late for work, especially after a day missed.

(2) Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.

(3) Getting traffic tickets or warnings for speeding, reckless

(4) Driving, driving under the influence, etc.

(5) Displaying abrupt mood swings or unexplained, inconsistent changes in mood or energy level as the day goes on.

(6) Missing appointments.

(7) Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.

(8) Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.

(9) Disappearing at times throughout the day and not being able to account for those times.

(10) Becoming isolated from other workers or any other change in relationships with coworkers.

(11) Being unable to get along with coworkers or, in a previously friendly person, avoiding others.

(12) Although these are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has a remote possibility of endangering the employee, coworkers, and/or clients or any situation that an employee is not working responsibly.

106 Testing Procedures

The following test procedure shall apply to all employees:

a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.

b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen for any test conducted for reasonable suspicion, post accident, return to duty or follow up testing. In the case of random testing, any union member may accompany the employee to act as witness, if the employee so chooses. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Township with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Township for his/her time.

c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.

d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).

e. The Union and the Township may choose the laboratory to be utilized for toxicology testing on a yearly basis.

f. The following standards shall be used to determine what levels of detected substances shall be considered positive. NOTE: These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

| DRUG | SCREENING TEST | CONFIRMATION |
|---|---|---|
| Amphetamines/AMP/MAMP | 500 ng/ml Amphetamines | 250 ng/ml G-MS |
| Marijuana Metabolites | 50 ng/ml Delte-THC | 15 ng/ml G-MS |
| Cocaine Metabolites | 150 ng/ml Metabolites | 100 ng/ml G-MS |
| Opiates/Codeine Morphine | 2000 ng/ml | 2000 ng/ml G-MS |
| Phencyclidine | 25 ng/ml PCP | 25 ng/ml G-MS |
| 6-Acetylmorphine | 25 ng/ml PCP | 25 ng/ml G-MS |
| MDMD/MDA/MDEA | 500 ng/ml | 250 ng/ml |
| Alcohol | .04 Breath .02-.04 Breath Will be removed from Driving for 24 hours | |

g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.

h. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Township's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. All test results are to be reviewed by the MRO before being released.

i. Breath alcohol testing for operators, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall not be permitted to operate a Township vehicle for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

107 Test Results; Discipline

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Township on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory selected form a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care regarding the program will be forwarded to the Township. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee shall be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional two (2) years.

108 Voluntary Assistance

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

109 Supervisor Training

Supervisors shall be trained:

a. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.

b. To effectively and appropriately intervene in reasonable suspicion instances.

c. To identify basic categories of drugs and their effects.

d. To understand the methods of the Township's drug and alcohol testing procedures.

e. To effectively and appropriately document reasonable suspicion cases.

f. To implement disciplinary measures appropriately.

200 Drug Testing Facility

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

201 Medical Review Officer (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA.

202 Substance Abuse Professional (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines For Federal Workplace Drug Testing programs issued by SAMHSA.

203 Breath Alcohol Technician (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program.

204 Approved Laboratories

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

205 Collection Agency

The collection agency shall have qualified collection site personnel and shall follow federal collection procedures.

206 Employee Assistance Program

The only obligation the Township has to the employee is that the Township refers the

employee to a source for these services.

207 Anti-Drug Program Manager

The Jackson Township Administrator shall be designated as the anti-drug program manager and confidant with Tracy Hogue as alternate. The results of tests shall be passed on to her or her alternate.

301 New Employees

The Township will notify all applicants in writing that passing a drug test for marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines shall be a condition for employment. Upon selection, the candidate will be sent to the collection site for testing. If the candidate does not pass the test, the second desirable candidate will be tested.

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

302 Confirmation Test

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

303 Scope

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

304 Documentation of Test Results

Legal References

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

## APPENDIX B - INSURANCE

Section 1 The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of thirteen (13) members. Six (6) of such members shall be union representatives, one (1) from each of the Township's six (6) departments that have bargaining units (i.e., police patrol, police sergeants, police lieutenants, fire, clerical, & highway). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Six (6) other such members shall be township representatives, and these members shall be appointed by the Board of Trustees. The remaining member shall be mutually selected by the other members of the committee, and shall serve at their pleasure.

Section 2 The Health Care Cost Containment Committee shall meet at least four (4) times a year. The Committee shall select a Chairperson from the members. The Committee shall, at its first meeting, establish rules and regulations for its governance. These rules and regulations shall provide that each of the thirteen (13) members shall have one vote, and that a majority vote will be controlling. These rules also must provide the following:

1. that a reasonable time frame for implementation of the findings of the committee;
2. that a quorum (2/3 of each side) must exist in order to vote;
3. that an agenda package is to be provided to Committee members at least five (5) days prior to any meeting;
4. that any presentation of information will be videotaped;
5. that any vote on benefit level changes will be done at the meeting following the meeting at which the change is proposed;
6. that provisions be made for the substitution of an alternate representative for any such member who may be unable to attend, or that provisions be made for the written submission of a proxy vote;
7. that each representative the opportunity to use any advisor or consultant it deems necessary;
8. that the Committee will investigate methods to contain the overall cost of health care, including dental, vision and prescription drug costs. The methods investigated may include, but are not limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care).

9. that the final determination as to the method utilized to contain the overall cost of health care shall be vested to and be the sole responsibility of the Committee;
10. that any proposed mid-term changes in health care benefits will be done in accordance with Article 27 of the contract.

Section 3 The base for the purpose of determining health care cost economic data shall be as follows:

Base = $1050

Section 4 In the event that overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the Township and the bargaining unit member on a 50-50% basis, respectively up to One Hundred twenty five dollars ($125.00) per month for the employee with single coverage and One Hundred Seventy Five dollars ($175.00) per month for the employee with family coverage.

Section 5. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under a Section 125 Plan in the month following the execution of this Agreement.

**Fire Department Salary Scales**

| | 2012 | 2013 | 2014 |
|---|---|---|---|
| Base Captain | 62,402.43 | 62,402.43 | 62,402.43 |
| Base FF/P1 | 54,263.16 | 54,263.16 | 54,263.16 |
| Base FF/P2 | 48,688.00 | 48,688.00 | 48,688.00 |
| Base FF/P3 | 42,824.46 | 42,824.46 | 42,824.46 |