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AGREEMENT

between

CHESTER TOWNSHIP

and

CHESTER TOWNSHIP
FIREFIGHTERS' ASSOCIATION

EFFECTIVE SEPTEMBER 1, 2012
THROUGH AUGUST 31, 2015

RECEIVED

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TOWNSHIP HALL

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Preamble

This Agreement is made and entered into by and between Chester Township and the Chester Township Firefighters' Association.

It is the purpose of this Agreement to achieve and maintain harmonious relations between Chester Township and the Chester Township Firefighters Association; and to provide for the peaceful adjustment of any differences which may arise; and to establish wages, hours and other terms and conditions of employment.

Wherever in this agreement the masculine gender is used, it shall also include the feminine gender.

Wherever in this agreement the use of Member or employee is used, it shall indicate Bargaining Unit Member.

Article 1 Recognition

Chester Township ("the Township") recognizes the Chester Township Firefighters' Association ("the Association") as the exclusive bargaining representative for all employees of the Chester Township Fire Rescue Department ranking from EMT only and Firefighter only up to and including the rank of Captain. All other employees of the Township are excluded from the bargaining unit.

Article 2 Management Rights

Except as specifically limited herein, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce employment rules and regulations, to reorganize,

discontinue, or enlarge any operation or division within the fire department; to transfer (including the assignment and allocation of work operation-divisions) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

**Article 3
Association Business**

The Association may conduct no more than four (4) meetings annually within the firehouse. The Association must provide no less than fourteen (14) days advance written notice of such meetings and secure approval from the Chief – such approval not to be unreasonably denied. Association meetings shall be conducted in a manner that does not interrupt the normal operation of the Department.

**Article 4
Hours of Work**

Work periods and schedules shall be determined by the Employer subject to change as reasonably necessary to meet the operational needs of the department.

Normally, the designated shifts will be as follows:

AM 0600 – 1800

PM 1800 – 0600

And, weekend shifts shall be defined as follows:

Friday 1800 through Sunday 1800

The designation of normal work periods does not preclude the Employer from establishing other shifts such as a mid-shift or from establishing new work periods or schedules to meet the operational needs of the department.

The Township shall schedule employees considering factors such as specific scheduling requirements; scheduling availability; minimum or maximum hours to be worked per week, month, or holiday; experience; certification level; seniority; and other operational needs as determined by the Township. Employees who work more than 52.5 hours in a 7-day work period shall be compensated at regular time plus one-half (1 ½) for all hours so worked. No employee is permitted to work overtime without the direct approval of the Fire Chief or his designee.

Any bargaining unit member that responds to a “call back” for manpower will receive a minimum of two (2) hours of pay but, in order to receive payment for the time, they must remain at the station or be engaged in firefighting/EMS operations. Members requesting dismissal prior to the end of the two (2) hours will be credited for only the actual hours spent in a working capacity.

Article 5 Association Dues

Sixty (60) days after an employee is hired, the Township agrees to deduct regular bi-weekly Association dues from the wages of those employees who have voluntarily signed dues-deduction authorization cards. The dues deductions shall be made from each paycheck of a pay period provided the employee has worked that pay period. The Township will not be responsible for the dues deduction in any pay period where the employee has not worked during the relevant pay period.

The amount to be deducted for association dues shall be certified in writing by the Association. The Association shall notify the Township of any change to these amounts; and the Township shall implement those changes within twenty-eight (28) days of said notice.

The Association will provide the Township with a current typed listing of the names of members of the Association who have authorized that the bi-weekly deduction be made, the amount of the dues deduction for each member, and the total bi-weekly deduction for the entire membership. This listing shall be signed and dated by an authorized officer of the Association. Thereafter, the Association shall notify the Township in writing of any changes to this dues-deduction information within seven (7) calendar days of the change.

A check in the amount of the total dues and fees withheld from those employees authorizing dues and fees deductions shall be tendered to the Treasurer of the Association within fourteen (14) days from the date of the deductions.

The Association agrees to hold the Township harmless from any and all liabilities and damages which may arise from the performance of its obligations under this Article and the Association shall indemnify the Township for any such liabilities and damages that may arise.

Article 6 Probationary Period

All newly hired firefighters will serve a twelve (12) month probationary period. The probationary period may be extended up to, but not exceeding, an additional six (6) months upon mutual agreement of the Township and the Association. The Township shall have the sole discretion to discipline and/or discharge such employees who will have no recourse to the grievance procedure. Probationary employees will be entitled to Association representation during any disciplinary action.

If an employee is discharged or quits while on probation and is later rehired he/she shall be considered a new employee.

Article 7
Bulletin Board

The Association may purchase a bulletin board to post notices. The board will be six square feet and posted in a conspicuous area in the upstairs day room. Any Association-related postings shall be posted on the Association bulletin board and not on other bulletin boards located on the Township's premises. Postings shall not contain material which disparages the Township or employees of the Township. Postings shall not contain attacks upon and/or favorable comments regarding a candidate for public office. The Chief will notify the Association prior to removing any materials which he deems to violate this Article.

Article 8
Grievance Procedure

It is mutually understood that the prompt presentation, adjustment and answering of grievances is in the interest of sound relations between the employees, the Association and the Township. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means to resolving grievances. Actions by the Township or the Association which tend to impair or weaken the Grievance Procedure are improper.

A Grievance is a dispute or difference between the Township and the Association concerning the interpretation and/or application of and/or compliance with any provision of the Agreement, including the application of discipline. Grievance meetings will be schedule at times mutually agreeable to the Township and the Association.

When a grievance is filed, the following procedure shall be observed:

The grievance must be reduced to writing and include the following:

- Aggrieved employee's name
- Date of the incident leading up to the grievance
- A description of the incident leading to the grievance
- Date of the grievance filed in writing
- Specific articles of this Agreement and/or rules or regulations violated
- Desired remedy to resolve the grievance
- Signature of the grievant and Association board member

Step One: The Association shall present the grievance to the Chief or his designee within ten (10) calendar days after the employee or Association learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. The Chief or his designee shall meet with the Association representative and grievant to conduct the grievance hearing, and within fifteen (15) calendar days following the filing of the grievance, the Chief or his designee shall respond in writing to the Association.

Step Two: If the grievance is not satisfactorily settled at Step One, it shall be presented in writing to the Trustees or their designee, by the Association within ten (10) calendar days following the receipt of the Step One answer. Thereafter, the Trustees or their designee shall meet with the Association Representative and the grievant at a date and time mutually agreeable to the parties but, in any case, within fifteen (15) calendar days of receipt of the appeal, the Trustees or their designee shall provide a written answer to the grievance.

Step Three: If the grievance is not satisfactorily settled at Step Two, and the Association wishes to appeal the grievance further, it shall notify the American Arbitration Association ("AAA") in writing of its intent to arbitrate the grievance within ten (10) calendar days of its receipt of the Step Two answer and copy the Township on this request. Upon written notice of the Association's intent to arbitrate, the AAA shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen by the Alternate Strike method. The hearing(s) shall be

conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Agreement. In reaching his decision, the Arbitrator shall have no authority to add to or subtract from or modify in any way the provision of this Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days after the close of the Arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitral or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator, on the same day, time permitting. The decision of the arbitrator shall be binding upon the parties. All costs directly related to the service of the arbitrator will be paid by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the Township and the Association. Expense of any witnesses, if any, will be paid by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording.

The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Township and the Association. Grievances not timely processed by the Township may automatically be appealed by the Association to the next step. Grievances not timely filed by the Association shall be considered extinguished. Grievances not timely processed by the Association shall be considered resolved per the previous Step's response.

Association members who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of a subpoena. Association members will not be compensated by the Township for grievance meetings or arbitrations they attend unless the attendance is required by the Township. Any request made by either party for the attendance of the witnesses shall be made in good faith, and at no time shall the attendance of employees adversely affect the normal operations of the department.

**Article 9
Training**

All bargaining unit members are responsible to maintain their own certifications. At the discretion of the Fire Chief, upon approval, bargaining unit members may be reimbursed for tuition, fees, course materials or other expenses for attending non-mandated seminars/classes. For each request where the Township agrees to provide reimbursement, the Fire Chief shall provide advance notice, in writing, of the tuition, fees and expenses that will be reimbursed.

The Township shall compensate members for their time spent attending Department-mandated training at their straight-time hourly rate for a minimum of two (2) hours subject to the overtime provisions of Article 4. Employees must show up on time for training to be eligible for the two-hour minimum payment.

**Article 10
Driving Records**

All bargaining unit members must notify the Fire Chief of any revocation of their driver's license.

**Article 11
Holidays**

On the following holidays, members will be compensated at their overtime rate (which is 1 ½ times the regular hourly rate), for all hours worked on the holiday.

New Year's Day
President's Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

**Article 12
Uniforms**

The Township shall provide turn-out gear, as determined by the Township.

The Township shall provide newly appointed Association members an initial uniform as determined by the Township.

Uniform items shall be replaced by the Township as determined by the Township.

**Article 13
Drug/Alcohol Testing**

The Association agrees to adhere to the Township's current Drug-Free Workplace policy.

Any changes to the policy must be submitted in writing to the Association thirty (30) days prior to the change.

**Article 14
Outside Employment**

At no time will any bargaining unit member be employed in any other capacity by Chester Township.

Article 15
Layoff and Recall

1. LAYOFFS

When the Township determines layoffs are necessary, the following procedures will determine the order of layoff and recall:

- a) The Township will lay off all probationary employees first. Then, if deemed necessary to reduce the work force further, the Township will lay off employees on a seniority basis, in order from least senior to most senior.
- b) The Township must give written notification to the Association at least fourteen (14) days prior to the layoff dates. This notification will identify the number of employees subject to layoff.

2. RECALLS

- a) Members who have been laid off will be subject to recall for a period of one (1) year from the initial date of layoff.
- b) Members will be recalled in the reverse order of their layoff.
- c) Members eligible for recall shall receive written notification via certified mail and direct phone call from the Fire Chief. A copy of the written notification will be given to an Association Board Member.
- d) The member has fourteen (14) days to respond to the notification of recall. At the end of day fourteen (14), if there has been no response from the member, the member will be deemed voluntarily terminated.

During a layoff period no new employees will be hired into bargaining-unit positions until all laid-off members have been recalled.

Article 16
Wages

Retroactive to January 1, 2012, all employees shall receive a two and one-half percent (2.5%) wage increase.

If the Township's patrol officers receive an increase to their base wages in 2013, 2014 and/or 2015, the same base wage increase (percentage and effective date) shall be applied to the employees of this bargaining unit.

Employees shall receive hourly rates of compensation as follows:

2012

	<u>Base</u>	<u>After 1 year</u>	<u>After 3 years</u>	<u>After 8 years</u>
FF or EMT-B	\$10.30	\$10.96	\$11.67	\$12.42
FF/EMT-B, EMT-I	\$10.96	\$11.66	\$12.41	\$13.21
FF/EMT-I, EMT-P	\$11.65	\$12.40	\$13.20	\$14.03
FF/EMT-P	\$12.38	\$13.18	\$14.02	\$14.92

2013 (Subject to patrol officer "me-too")

	<u>Base</u>	<u>After 1 year</u>	<u>After 3 years</u>	<u>After 7 years</u>
FF or EMT-B	\$10.30	\$10.96	\$11.67	\$12.42
FF/EMT-B, EMT-I	\$10.96	\$11.66	\$12.41	\$13.21
FF/EMT-I, EMT-P	\$11.65	\$12.40	\$13.20	\$14.03
FF/EMT-P	\$12.38	\$13.18	\$14.02	\$14.92

2014 (Subject to patrol officer "me-too")

	<u>Base</u>	<u>After 1 year</u>	<u>After 3 years</u>	<u>After 6 years</u>
FF or EMT-B	\$10.30	\$10.96	\$11.67	\$12.42
FF/EMT-B, EMT-I	\$10.96	\$11.66	\$12.41	\$13.21
FF/EMT-I, EMT-P	\$11.65	\$12.40	\$13.20	\$14.03
FF/EMT-P	\$12.38	\$13.18	\$14.02	\$14.92

2015 (Subject to patrol officer "me-too")

	<u>Base</u>	<u>After 1 year</u>	<u>After 3 years</u>	<u>After 5 years</u>
FF or EMT-B	\$10.30	\$10.96	\$11.67	\$12.42
FF/EMT-B, EMT-I	\$10.96	\$11.66	\$12.41	\$13.21
FF/EMT-I, EMT-P	\$11.65	\$12.40	\$13.20	\$14.03
FF/EMT-P	\$12.38	\$13.18	\$14.02	\$14.92

Article 17
Discipline

Employees shall adhere to all Department and Township policies, procedures and codes of conduct. Non-probationary employees shall only be disciplined or discharged for cause. The Township agrees to adhere to the concept of progressive discipline except where the actions are of such a serious nature as to warrant termination.

Employees who are given a written reprimand, suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

Prior to any discipline being imposed, employees shall be given a meeting to respond to the assertions before the Fire Chief or his designee. The employee may request an available Association representative or other available co-employee to attend the pre-disciplinary meeting. Probationary employees shall be considered at-will employees and shall have no right to appeal discipline or discharge through the grievance procedure.

Any written discipline, including disciplinary suspensions, may be considered for a period of up to two (2) years for purposes of administering progressive discipline provided no other discipline has occurred during that two-year period.

These time frames shall not apply to discipline administered for acts of harassment (e.g., racial, gender-based, religious, national origin) or workplace violence, or drug/alcohol related offenses.

Article 18
Labor Management Committee

A Safety and Health Committee shall be established to serve in an advisory capacity to the Fire Department. The committee shall include up to two (2) representatives from management and up to two (2) members of Chester Township Fire Rescue, chosen by the Association.

The purpose of this committee shall be to develop recommendations, study, and review matters pertaining to occupational safety and health within the Fire Department.

The committee shall meet at mutually agreeable times, but no less than twice annually, and members shall serve without compensation unless the meeting is held during on duty time. The committee shall hold special meetings upon request of the Association representative.

The committee shall make recommendations to the Fire Chief on matters concerning the safety and health of department members. The Fire Chief shall respond within fourteen (14) days or within a mutually agreed time frame. Where Board action is needed, Committee recommendations accepted by the Chief shall be presented to the Board of Trustees by the Chief for their consideration.

Article 19 Non-Discrimination

The Township and the Association agree not to discriminate against any employee consistent with state and federal law.

The Township and the Association recognize the right of all employees not to join the Association or to be free to join the Association, should they so desire, and to participate in lawful Association activities. Therefore, the Township and the Association agree that there shall be no discrimination by the Township or the Association against any employee because of Association membership or non-membership.

Article 20 No-Strike

The Association recognizes that any strike by the Bargaining Unit Members is in violation of Section 4117 of the Ohio Revised Code. If Bargaining Unit Members engage in a strike or any other interruption of work, said Bargaining Unit Members would be subject to immediate termination. It is recognized that the Township has the right to seek an injunction

against the strike in the Geauga County Court of Common Pleas. The Association recognizes that in accordance with Ohio Revised Code Section 4117 that the Association or its Members cannot rely upon any alleged unfair labor practice by the Township in support of any strike activity.

In the event that any strike or work stoppage activity occurs pursuant to this Article, the Association will promptly instruct all Bargaining Unit Members to immediately cease and desist any activities and take appropriate action against anyone who continues to engage in a violation. If the Association discharges its obligations, it shall not be liable for the unauthorized and condoned acts of individual Bargaining Unit Members.

Article 21 Impasse Arbitration

Ninety (90) days before the expiration of this contract, the Township and the Association shall begin negotiations and shall negotiate for a period of at least sixty (60) days. After sixty (60) days either party can demand final and binding arbitration by written notice to the other; of all issues on which they are at impasse in accordance with the following procedures:

- a. Immediately following the declaration of impasse by either party, the parties shall begin the selection process of an impartial arbitrator by the strike-off method from a list of seven (7) arbitrators provided by the State Employment Relations Board ("SERB").
- b. At least five (5) days prior to a scheduled interest arbitration hearing, the parties shall submit their final offer on each unresolved issue to the arbitrator.
- c. The arbitrator may hold hearings and receive documentation or evidence in accordance with the rules of Chapter 4117 of the Ohio Revised Code.
- d. After whatever evidence the parties wish to submit, the arbitrator shall select a final offer from one of the parties, on each of the impasse issues. The arbitrator shall then issue an award incorporating all of the selected final offers, without modification, within thirty (30) days of the hearing.

Article 22
Leaves of Absence

For good cause due to sickness, injury or personal reasons of an exigent circumstance, an employee may request an unpaid leave of absence. The granting of such leaves is within the sole discretion of the Township. Failure to report to work following the expiration of a leave shall be grounds for termination. Employees granted a leave of absence shall have their seniority restored upon their return to work.

Article 23
Association Representation

A member may request and will be provided representation of an Association representative prior to or during any investigatory interview which could reasonably lead to the member's discipline.

The Association shall provide the Chief with the identity of no less than six (6) Association representatives who can serve as an Association representative. If the member invokes his right to Association representation, he must choose a representative who is readily available – either who is on duty, who can immediately report upon being called by the member, or is available by telephone to represent him. If none of the representatives are readily available, the member may select another employee on duty to represent him.

Any pre-disciplinary hearings will be scheduled taking into consideration the availability of the member's choice of an Association representative.

Article 24
Seniority

Seniority will be determined by an employee's uninterrupted length of continuous service with the Chester Township Fire Department from the employee's date of hire.

No time will be lost towards an employee's seniority while on an approved leave of absence.

An employee's seniority shall be terminated if the employee:

Quits or resigns

Is discharged for just cause

Is laid off for longer than twelve (12) consecutive months

Fails to return to work within fourteen (14) days of being notified of a recall from layoff

If the Township rehires a previously-employed member who resigned his employment, it may, within its sole discretion, reinstate the employee's seniority.

Article 25 Separation

All issued equipment, articles, manuals and clothing provided by the Township shall be returned upon separation of service. Employees failing to return all equipment, articles, manuals and clothing shall be responsible for the replacement cost of the items not returned. The Township reserves the right to withhold an amount equal to the value of the equipment, etc. from the employee's paycheck(s) where the equipment, etc. has not been returned and the issuance of the uniform equipment is documented in writing. The Township also reserves the right to pursue legal action to recoup the equipment, etc. or the fair market value of same.

Article 26 Conformity to Law

To the extent consistent with O.R.C. 4117.10, this Agreement shall supersede any present and future federal, state and local laws, along with any applicable rules and regulations.

If the enactment of legislation or a determination by a court of final and competent jurisdiction renders any portion of this Agreement invalid or unenforceable, such legislation or

decision shall not affect the validity of the surviving provisions of the Agreement which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

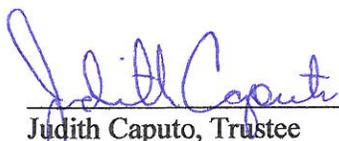
In the event that a portion of the Agreement is determined to be invalid or unenforceable pursuant to paragraph two of this Article, then, and in that event, the negotiating committee for the respective parties will meet solely for the purpose of negotiating a valid replacement for the invalid section of the Agreement.

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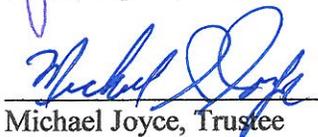
**Article 27
Duration**

This Agreement shall be effective as of September 1, 2012, and shall remain in full force and effect through August 31, 2015, or as amended or modified as hereinafter provided. If either party desires to terminate and/or modify the terms of this Agreement, notice to negotiate shall be given not sooner than ninety (90) calendar days prior and no later than sixty (60) days prior to August 31, 2015.

FOR CHESTER TOWNSHIP



Judith Caputo, Trustee

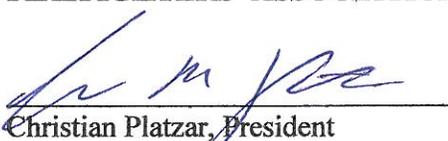


Michael Joyce, Trustee

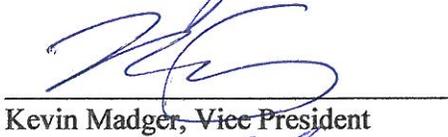


Ken Radtke, Trustee

**FOR CHESTER TOWNSHIP
FIREFIGHTERS' ASSOCIATION**



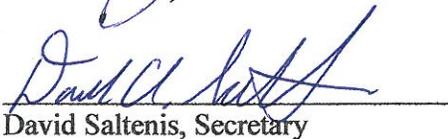
Christian Platzar, President



Kevin Madger, Vice President



Nick Sanvido, Treasurer



David Saltenis, Secretary

Dated 10/18/2012

Dated 10-2-2012