



**TERMS AND CONDITIONS OF EMPLOYMENT**

**FOR**

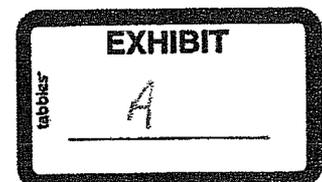
**SPRINGFIELD TOWNSHIP**

**and the**

**SPRINGFIELD TOWNSHIP PART-TIME  
FIRE FIGHTERS UNION**

**SERB Case No. 2011-MED-11-1671**

**Effective upon adoption to December 31, 2014**



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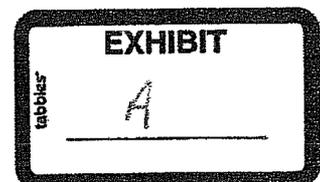
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## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Preamble/Purpose .....	1
Article 2 Organization Recognition .....	1
Article 3 Union Representation .....	1
Article 4 Acknowledgment .....	2
Article 5 Severability .....	2
Article 6 Work Rules .....	3
Article 7 Organization Business .....	3
Article 8 Bulletin Boards .....	3
Article 9 Dues Check Off .....	3
Article 10 Non-Discrimination .....	4
Article 11 Labor-Management Committee .....	4
Article 12 Safety .....	5
Article 13 Probation and Probationary Employees .....	5
Article 14 Training .....	6
Article 15 Immunizations-Vaccinations .....	6
Article 16 Household Conveniences .....	6
Article 17 Layoff and Recall .....	7
Article 18 Seniority .....	7
Article 19 Management Rights .....	8
Article 20 Job Descriptions .....	8
Article 21 Personnel Files and Records .....	8
Article 22 Grievance Procedure .....	9
Article 23 Disciplinary Action .....	12
Article 24 Hours of Work/Overtime .....	13
Article 25 Drug and Alcohol Testing .....	13
Article 26 Wages .....	16
Article 27 Callback (Overtime) .....	16
Article 28 No Strike/No Lockout .....	17
Article 29 Scheduling .....	17
Article 30 Holidays .....	18
Article 31 Uniform Allowance .....	19
Article 32 On-Duty Injury .....	19
Article 33 General Liability and Malpractice Insurance .....	20
Article 34 Personal Vehicle Use .....	20
Article 35 Duration .....	21
Article 36 Execution of Agreement .....	21
Appendix A Seniority List .....	22

**ARTICLE 1**  
**PREAMBLE/PURPOSE**

**Section 1. Parties.** This agreement is entered into by and between the Springfield Township Board of Trustees, hereinafter referred to as the "Township," "Employer," or "Board," and the Springfield Township Part-Time Fire Fighters Organization, hereinafter referred to as the "Union" or "Organization."

**Section 2. Purpose.** It is the purpose of this Agreement to achieve and maintain harmonious relations between Management and the Organization and to provide for equitable and peaceful adjustment of differences, which may arise. It further establishes proper standards of wages, hours, conditions of employment, and other items to comply with the Ohio Collective Bargaining Act.

**ARTICLE 2**  
**ORGANIZATION RECOGNITION**

**Section 1.** The Springfield Township Board of Trustees ("Township") recognizes the Springfield Township Part-Time Firefighters Organization ("Organization") as the sole and exclusive bargaining agent for the part-time firefighter-EMT trainees, part-time firefighter-paramedic medic trainees, part-time firefighter-EMTs and part-time firefighter-paramedic positions within the Springfield Township Fire Department. If the Employer creates a new position not listed in this section, the parties agree to meet and discuss whether the position should be included in the bargaining unit. In the event they cannot agree, either party may submit the matter to SERB for resolution.

**Section 2.** The Organization shall have sole authority on behalf of all employees in the bargaining unit with respect to all those matters set forth in Section 4117.08 of the Ohio Revised Code, which are subject to collective bargaining.

The Township shall not enter into negotiations or a contractual agreement regarding the members of the bargaining unit with any party other than this Organization while this Organization is duly recognized by SERB as the authorized representative for the bargaining unit.

**ARTICLE 3**  
**UNION REPRESENTATION**

**Section 1. Representatives.** The Organization shall have the right to appoint representatives from its membership. Such representatives shall be authorized and recognized by the Township to represent the Organization in Employee/Employer-related matters.

**Section 2. Notice.** The names of employees so appointed, who represent the Organization, shall be certified annually in writing to the Fire Chief.

**ARTICLE 4**  
**ACKNOWLEDGMENT**

**Section 1. Total Agreement.** The Organization and Township 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. The understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. For the life of this Agreement, the Township and the Organization, except as otherwise noted in Section 3, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**Section 2. Waiver.** By written mutual consent of the Township and the Organization, the covenants of this Agreement may be waived for negotiations on any article or subject stated in the written request.

**Section 3. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to bargain the matter with the Union. If the parties are unable to reach agreement, the Employer may implement such change and the Union may grieve the reasonableness of the Employer's action.

**ARTICLE 5**  
**SEVERABILITY**

**Section 1.** This Agreement is subject to the laws of the State of Ohio or the laws of the United States, with respect to the powers, rights, duties, and obligations of the Township, the Organization, and the employees in the bargaining unit. In the event that any provisions of this Agreement shall, at any time, be rendered invalid or unenforceable by the enactment of legislation, by a Court of competent jurisdiction, from whose final judgment of decree no appeals have been taken within the time provided thereof, or by any administrative or executive official having authority to rule in this 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 therein.

**Section 2.** Should any provision in the Agreement involving a mandatory topic of bargaining be rendered invalid or unenforceable per Section 1, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision. Either party may file a notice to negotiate over the invalidated subject matter with the State Employment Relations Board (SERB).

**ARTICLE 6**  
**WORK RULES**

**Section 1.** The Organization and Management recognize that the Rules, Regulations, and Standard Operating Guidelines may be amended, repealed, replaced or otherwise changed from time to time at the discretion of the Fire Chief.

**Section 2.** A copy of any items as indicated in Section 1 shall be posted for a period of not less than thirty (30) days for review and comments.

**ARTICLE 7**  
**ORGANIZATION BUSINESS**

**Section 1.** All on or off-duty members shall be afforded the opportunity to attend Organization meetings. On-duty members shall suffer no loss of pay and off-duty members shall not be paid for attendance at said meeting. On-duty union members must fulfill duty obligations during the time they are normally fulfilled.

**Section 2.** The Fire Chief shall permit the placement of a ballot box at fire station #1 for the polling of local members during elections and other events.

**ARTICLE 8**  
**BULLETIN BOARDS**

**Section 1.** The Fire Chief shall furnish a bulletin board at fire station #1 for the Organization. It may display Organization-related materials, including but not limited to recreational and social affairs of the Organization, Organization meetings, Organization nominations and elections, reports of the Organization committees and officers, rulings on policies affecting the Organization and/or its members.

**Section 2.** Notices and/or announcements shall not contain political references or anything which reflects negatively towards the Township, its employees, any labor organization among its employees, or which could be deemed offensive by the general public. If the Fire Chief finds this article being violated, the Chief may provide a written request to the Organization to remove such notices and/or announcements and the Organization agrees to do so.

**ARTICLE 9**  
**DUES CHECK OFF**

**Section 1.** For the duration of this Agreement, the Township will deduct monthly membership dues from the wages of Bargaining Unit Members.

**Section 2.** In order for the Township to deduct monthly membership dues, the Bargaining Unit Member must grant written permission for dues to be deducted from his pay. Members who complete dues deduction authorization forms will have their dues deducted throughout the term of this Agreement. The member may request that the dues deduction be cancelled by notifying

the Township Fiscal Officer and the Organization's President, in writing, during the twenty-eight (28) day pay period.

**Section 3.** The payroll dues deductions shall be on the agreed upon pay period(s) so long as the employee is in an active pay status unless changed by mutual agreement between the Organization and the Township Fiscal Officer.

**Section 4.** All sums deducted by the Township Fiscal Officer shall be remitted to the Treasurer of the Organization as mutually agreed upon between the Organization and the Township Fiscal Officer no later than the twenty-fifth (25th) day of the calendar month in which such deductions are made.

**Section 5.** The Organization agrees that it will indemnify and hold harmless the Township from any claims, demands, suits or other forms of liability or cost that shall arise out of or which relate to any action taken or not taken by the Township for the purposes of complying with the provisions of this article, including but not limited to legal cost, expenses and attorney fees.

#### **ARTICLE 10** **NON-DISCRIMINATION**

**Section 1.** There shall be no discrimination by reason of age, race, sex, disability, military status, genetic history, religion, or nationality or on account of an individual's activities on behalf of the Organization. All Bargaining Unit Members will be paid on the established base rate, hourly rate, or rate range for the job assigned except as otherwise provided for in this Agreement.

**Section 2. Gender Neutral.** It is understood that all gender-based references to employees and the Bargaining Unit Members in this Agreement refer to both sexes.

#### **ARTICLE 11** **LABOR-MANAGEMENT COMMITTEE**

**Section 1.** To provide for a means for better communication and understanding amongst Springfield Township Fire Department, its Management, and the Organization, without the necessary utilization of the contractual grievance arbitration machinery, a labor-management committee may be established.

**Section 2.** The Township and the Organization shall, by mutual agreement, convene the labor-management committee no more frequently than once every six (6) months at a designated time and place, which is mutually convenient to both parties. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks' notice to the other party, along with an agenda of the items for discussion.

**Section 3.** The Trustees shall designate the Fire Chief and up to two (2) other representatives to attend a meeting of the joint committee. Likewise, up to three (3) representatives of the

Organization may be present. Any employee attending such meeting during his regularly scheduled working hours shall suffer no loss in pay.

## ARTICLE 12 SAFETY

**Section 1.** The Township agrees to maintain safe working conditions, facilities, vehicles, and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting, in writing, unsafe conditions or practices to the immediate supervisor.

**Section 2.** Should an alleged unsafe condition still exist after such notification, the employee shall submit his report in writing to the Fire Chief for consideration. If said condition remains unchanged, it shall be directed to the grievance procedures as provided by in this Agreement.

**Section 3.** Township equipment and materials assigned to an employee shall be used with care and shall be used only for departmental purposes or those approved by the Fire Chief. Township automotive vehicles shall be used for Township business. Wanton waste or misuse of Township resources shall constitute cause for disciplinary action.

**Section 4.** If corrective lenses or dentures have been clearly damaged in the line of duty, the Township shall pay for replacements. Replacement will be based on the absent negligence on the part of the employee and when there is no compensation or incomplete compensation provided by Workers' Compensation or hospitalization, the Township shall pay for the replacement or repair thereof to the extent required.

## ARTICLE 13 PROBATION AND PROBATIONARY EMPLOYEES

**Section 1.** There shall be a probationary status of one (1) year from the date of appointment by the Board of Trustees or from the date of completing training required to function as a firefighter-EMT or firefighter-paramedic. If a probationary employee has completed the required training, orientation program, and is in good standing, the Employer/designee shall consider releasing said employee from probationary status after six (6) months of appointment date.

**Section 2.** During new hire and trainee probationary status addressed in Section 1, employees will be covered by the terms and provisions of this Agreement except for those relating to discipline, discharge, and the grievance/arbitration procedure.

**Section 3.** The Organization recognizes and agrees with the right of the Township and/or Fire Chief to hire, discharge without cause, and discipline an employee during the probationary period without interference from the Organization.

**ARTICLE 14**  
**TRAINING**

**Section 1.** All members of the bargaining unit who are required to receive standard minimum training to function as a fire-EMT, fire-paramedic as established by state, federal law, Fire Chief, this Agreement, or department or township policy, shall be afforded the opportunity to attend such training. The Township shall provide (on-duty) or reimburse the employee for training hours required under the State of Ohio recertification program.

**Section 2.** New employees assigned to training will continue to be on training status until such time as the training is completed unless an emergency requires their return to normal duty. New employees not showing satisfactory progression to complete the minimum training within the course period or complete orientation of department operation policies, procedures, equipment, and apparatus may be terminated.

**Section 3.** Training support cost such as tuition, books, travel and lodging expenses, registration, and meals may be afforded and will be determined on a case-by-case basis by the Fire Chief. Training requests may also require Board of Trustee approval.

**ARTICLE 15**  
**IMMUNIZATIONS-VACCINATIONS**

**Section 1.** Due to the constant exposure to diseases, vaccinations and screening tests shall be provided to Bargaining Unit Members with the cost to be borne by the Township.

**Section 2.** A health screening and immunizations program shall be provided and maintained at a place designated by the Fire Chief and/or the Board of Trustees for all part-time employees not having access for the service through another employer.

**Section 3.** Transportation to the facility shall be provided if available.

**ARTICLE 16**  
**HOUSEHOLD CONVENIENCES**

**Section 1.** The Township agrees to provide and maintain (as feasibly possible) all household conveniences which have been customarily provided for the members by the Township and which will not cause conflict with the Township's collective bargaining agreement with its full-time Firefighters causing a greater imposition on the Township. However, the Township shall not be responsible to provide or maintain any household conveniences which have been loaned, donated, or purchased by any of the Bargaining Unit Members, any association on behalf of the Bargaining Unit Members, or any other person or association.

**Section 2.** The Township will give consideration to upgrades in technologies or conveniences as reasonably possible and agrees to maintain such technologies.

**Section 3.** The personal locker space provided will not be searched by Management without the presence of the employee and Organization representative.

**Section 4.** Only personally-owned items that will secure in the personal locker will be permitted on Township property. The Fire Chief may grant exceptions depending on the item(s) usefulness and necessity.

## **ARTICLE 17** **LAYOFF AND RECALL**

**Section 1.** Should the Township Trustees deem it necessary, through their government powers, to make layoffs or reductions in force (i.e., job abolishment, furlough, etc.) in the number of personnel employed by the Township Fire Department, the layoffs or reductions in force will be made in accordance with the below listed guideline.

**Section 2.** Layoffs and recalls from layoffs shall be conducted under the following guidelines:

- A. The Bargaining Unit Member(s) with the least amount of seniority with the Springfield Township Fire Department, will be the first member to be laid off.
- B. The members who are recalled from the layoff to return to their part-time status shall be recalled in reverse order of the layoff. The last member who was laid off shall be the first member recalled to return to work. Members on the recall list shall first be used to fill positions subject to layoff. Members subject to layoff are eligible for recall for up to three (3) years from the date of layoff. Bargaining Unit Members are to keep the Township advised of their current address at all times.
- C. Seniority will be determined according to the date of hiring as a part-time member of the Springfield Township Fire Department. An employee on the recall list may refuse recall and allow the members below him/her on the list to accept the opportunity until such time as all members have refused or the time for recall has expired, whichever is sooner. Employees who refuse recall a second time during an offered recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position or who do not have the proper certification at the time of recall shall be bypassed on the recall list.

## **ARTICLE 18** **SENIORITY**

**Section 1.** A seniority list of Bargaining Unit Members shall be maintained as Appendix A of this Agreement. Members shall be listed in seniority order from the hire date. Members with equal amounts of seniority shall be listed in the order their names appeared on the hiring motion. The list will be updated periodically to reflect changes in staffing. Seniority shall be defined as the length of part-time service with the Springfield Township Fire Department. Seniority is interrupted by voluntary resignation, termination of employment for just cause, or layoff in excess of three (3) years.

**ARTICLE 19**  
**MANAGEMENT RIGHTS**

**Section 1.** The Organization recognizes these rights reserved to Management in accordance with the Ohio Revised Code, including but not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, 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 the 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 layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the Township Fire Department as a unit of government;
- H. Effectively manage the workforce;
- I. Take action to carry out the mission of the public employer as a government unit.

**ARTICLE 20**  
**JOB DESCRIPTIONS**

**Section 1.** The Union recognizes the right of the Employer to establish and adjust job duties that are part of position descriptions and job classifications.

**Section 2.** Changes, revisions, updates, and restructuring of job descriptions shall be communicated in writing to the Organization.

**ARTICLE 21**  
**PERSONNEL FILES AND RECORDS**

**Section 1. Notice.** In the administration of the Township Fire Department, the Township maintains public personnel files at the Township Hall for all employees. The Employer agrees to notify the Organization and the employee of any adverse material(s) placed in the employee's public personnel file no more than three (3) calendar days after placement in the file. An

employee shall be permitted to review his public personnel file by submitting a written request to the Township Fiscal Officer, or his designee.

**Section 2. Rebuttal/Clarifications.** Employees reading or observing any material of a negative or derogatory nature placed in their personnel file have the right to refute the material. An employee may provide a written and signed comment in rebuttal, mitigation or explanation of any adverse material within ten (10) days of notice of the information being placed in his file. The employee's comment submitted shall remain in the employee's public personnel file so long as the negative material remains. Certificates, honors, and recognition will be added to the public personnel file upon the approval of the employee and the Fire Chief.

## **ARTICLE 22** **GRIEVANCE PROCEDURE**

**Section 1.** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances be settled, if possible, at the lowest step of this procedure, and whenever possible, informally.

**Section 2. Definitions.** For the purpose of this procedure, the following terms are defined:

- A. Grievance – A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the provision of this Agreement.
- B. Aggrieved Party – The aggrieved party shall be defined only as any employee or group of employees within the bargaining unit actually filing the grievance.
- C. A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

**Section 3. Procedure Generally.** The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. **Grievance Contents.** All grievances shall be in writing and shall include the following:
  - 1. The provisions of this Agreement involved in the grievance, the name and position of the aggrieved party;
  - 2. The time and place where the alleged events or conditions constituting the grievance took place;
  - 3. The identity of the party responsible for causing the said grievance (if known to the aggrieved party);

4. A general statement of the nature of the grievance; and
  5. The redress sought by the aggrieved party.
- B. Decisions. All decisions shall be rendered, in writing, at each stop of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C. Group Grievances. If a grievance affects a group of employees working in different locations, with different principals, or associated with a Township controversy, the grievance may be submitted by one (1) employee selected by this affected group to process the grievance. This person shall be the designated representative of the group. However, grievances can only be initiated by an individually-aggrieved employee, and not by a third party grievance. In situations in which monetary relief is sought, the employee who is initially entitled to relief must initiate the grievance.
- D. Grievance Preparation/Processing. The preparation and processing of grievances shall not interfere with the employees' normal work duties.
- E. Grievance Settlements. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and having said matter informally adjusted without the intervention of the Organization, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall, in all respects, be final, said adjustment shall not create a precedent, or ruling, binding upon the Township in future proceedings.
- F. Exclusive Remedy. This grievance procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining Agreement.
- G. Time Limits. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time will be deemed waived and void. If the Township fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H. Procedural Limitations. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way of the provisions of this Agreement.

**Section 4. Procedure.** All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1. Informal Grievance. An employee who believes he may have a grievance shall notify the Fire Chief's designee, in writing, of the informal grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The Fire Chief's designee

will schedule an informal meeting with the employee and his representative, if the employee requests the representative's presence, within seven (7) days of the receipt of the notice by the employee. The Fire Chief's designee and employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The Fire Chief's designee shall have seven (7) days from the meeting date to render his informal decision to the INFORMAL grievance.

**Step 2. Formal Grievance/Appeal and Hearing.** If the employee is not satisfied with the decision rendered by the Fire Chief's designee, a written appeal of the informal decision shall be submitted by the employee and presented as a formal grievance (or appeal in matters related to a disciplinary action). This shall be presented to the Fire Chief within seven (7) days of the notification of the Fire Chief's designee's decision. The Fire Chief shall convene a hearing within seven (7) days of the receipt of the appeal. A private hearing will be held with the employee and his representative, if he requests one. The Fire Chief shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing.

**Step 3. Arbitration.** In the event the grievance is unresolved after being processed through all the steps of the Grievance Procedure, then within thirty (30) days after rendering the decision at Step 2, the Union may submit the grievance to arbitration by submitting to the Township Fiscal Officer a written demand for arbitration. Unless mutually waived or having passed through various steps by timely default of the Township or a timely default by the Township at Step 2, ten (10) days after submitting its demand for arbitration, the Union shall request the Federal Mediation and Conciliation Service ("FMCS") to provide the parties duplicate panels of seven (7) arbitrators and a copy of the request shall be simultaneously mailed to the Township Fiscal Officer. Each party alternately striking names will choose the arbitrator and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one(1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

**Section 5. Authority of the Arbitrator.** The Arbitrator shall have no power to add, subtract, or alter in any manner the specific terms of this Agreement. The Arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law and violates any of the terms and conditions of this Agreement.

**Section 6. Arbitrability.** If there is a doubt as to the procedural arbitration of the grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he shall then proceed to conduct a hearing on the merits of this grievance.

**Section 7. Multiple Grievances.** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**Section 8. Decision/Award.** The arbitrator's decision and award will be in writing within thirty (30) days of the date the record is closed. The arbitrator's award and decision shall be final and binding on the Township, the Union, and all affected employees.

**Section 9. Hearing Rules.** The hearing shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article.

**Section 10. Arbitration Fees/Expenses.** The party losing the grievance will pay the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The parties shall agree upon the location of the hearing and shall split the cost of the hearing room, if any. In the event of a split award, the arbitrator shall apportion the arbitrator's cost.

## **ARTICLE 23** **DISCIPLINARY ACTION**

**Section 1.** All disciplinary actions involving bargaining unit members, including written reprimands, suspensions, demotions, reductions in pay or employment terminations (except layoff or reductions in force) are hereby subject to the following procedures:

- A. **Predisciplinary Conference.** Whenever the Employer/designee determines that an employee may be suspended, reduced in pay or position, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter within forty-five (45) days of the Chief's knowledge of the incident on which the discipline is based. The Employer/designee shall provide notice to the Union and the employee in the form of a written statement describing the occurrence which is the subject of the disciplinary action and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held no sooner than twenty-four (24) hours, between management and the employee. The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond to the charges prior to discipline being imposed.
- B. **Notice of Discipline.** Within fifteen (15) days of the predisciplinary conference, the Employer/designee shall provide written notification to the employee and the Union what form of discipline, if any, is recommended, and transmit that recommendation to the Board of Trustees for consideration.
- C. **Acceptance of Discipline.** The employee may sign the disciplinary notice to accept the discipline as recommended and conclude the matter. The disciplinary notice will contain space for a statement of explanation by the employee if he/she so chooses. An employee may have a Union representative to represent him/her at all steps of the disciplinary procedure.

D. Disciplinary Appeal. If the disciplinary matter is not resolved by Step C, then the bargaining unit member may within seven (7) calendar days of the Notice of Discipline being issued, appeal the disciplinary action to Step 2 and continuing the grievance procedure set forth in Article 19, Grievance Procedure.

**Section 2.** No member shall be disciplined except for just cause.

**Section 3. Internal Investigations/Confidentiality.** When an employee is charged with or is under investigation for an alleged violation of department rules and regulations, anonymity is encouraged. A reasonable effort consistent with applicable law shall be made without publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served on the employee.

**Section 4. Prior Discipline for Minor Occurrences.** Any adverse material in the employee's file that is a minor occurrence shall not be relied upon in disciplining the employee after two (2) years from the date of the violation. Minor Occurrence: Defined as documentation of verbal warnings for minor performance deficiencies or minor policy violations, so long as the documentation of this disciplinary action is properly documented, and the employee and Organization is provided with written notification that the documentation is being placed in their public personnel file.

**Section 5. Prior Discipline for Major Occurrences.** Any adverse material in the employee's file that is a major occurrence shall not be relied upon in disciplining the employee after four (4) years from the date of the violation. Major Occurrence: Defined as documented written warnings for performance deficiencies or policy violations, or upon receiving three or more verbal warnings during one year of continuous service. Suspensions and/or disciplinary demotions are also classified as major occurrences.

## **ARTICLE 24** **HOURS OF WORK/OVERTIME**

**Section 1. Hours of Work.** The Fire Chief or his designee reserves the right to post and fill the established work schedule to which an employee is to be assigned.

**Section 2. Overtime.** For the purpose of calculating overtime, overtime will be based upon a 212-hour/28-day cycle per the Fair Labor Standards Act.

## **ARTICLE 25** **DRUG AND ALCOHOL TESTING**

**Section 1.** All Bargaining Unit Members shall agree to submit to drug and/or alcohol testing by methods detailed in the following sections.

**Section 2. Randomly Administered Annual Drug/Alcohol Testing.** All Bargaining Unit Members shall consent to randomly administered drug and/or alcohol testing to ensure that they are free from physically and mentally impairing drugs and alcohol. Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Section

3719.01 of the Ohio Revised Code. Unless otherwise expressly outlined in this article, a Bargaining Unit Member shall not be subjected to testing more frequently than once each calendar year, which runs January 1 through December 31.

**Section 3. Pre-Employment Drug/Alcohol Testing.** Drug/alcohol screening/testing shall be conducted as part of the pre-employment testing process for part-time employees. Testing under this section shall not be considered the annual test for an employee.

**Section 4. Positive Test.** An employee that tests positive under the provisions of this Agreement shall complete a second test to confirm the results. The employee may, within twenty-four (24) hours of receiving the results, have a third test done to confirm the results, at a lab of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests.

If a positive test result is confirmed under this Agreement, the Bargaining Unit Member shall be subject to disciplinary action.

**Section 5. Reasonable Suspicion Drug/Alcohol Testing.** Bargaining Unit Members further consent to drug and alcohol testing when there is a reasonable basis to believe that an employee is using or abusing alcohol or drugs based upon specific, objective facts and reasonable inferences drawn from these facts, which may be based on, but are not limited to, any of the following:

- A. A serious workplace injury to an employee or another person, the cause of which is otherwise unexplained;
- B. A traffic accident occurring while the employee is operating a vehicle on-duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved;
- C. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, dilated pupils or bloodshot eyes, odor of alcohol or marijuana, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;
- D. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.,) which appears to be related to substance abuse and does not appear to be attributable to other factors;
- E. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking; and
- F. A report of alcohol or other drug use provided by a reliable and credible source.

**Section 6.** In the event an employee would test positive, while on-duty, the employee shall consent to a second test to confirm the results. The employee may, within twenty-four (24) hours of receiving the results of the second test have a third test done to confirm the results, at a lab of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests. Once the positive test results are confirmed, the employee shall be subject to disciplinary action.

**Section 7. Employee Confession of Drug/Alcohol Dependency.** The Township will work to rehabilitate the employee, if prior to being subjected to testing, the employee comes forward and provides Management with a written statement confessing they have a drug or alcohol dependency problem. The Township along with the employee will work to obtain admission to a rehabilitation or detoxification program determined appropriate by the Township's physician; however, the Township shall not be responsible for any expense related thereto.

**Section 8.** Once cleared for reinstatement by the detoxification program director and the Township's chosen physician, the employee shall resume full duties at a like position to the one held by the employee prior to the medical leave. Once reinstated under this section, the employee shall be subject to random testing at a frequency of not more than once every thirty (30) days, for a period up to three hundred sixty five (365) days, to ensure there is no reoccurrence of illegal drug or alcohol usage.

**Section 9.** Employees for random testing shall be selected by a random method determined by Management. Employees shall be sent while on-duty for their random testing and shall incur no loss of pay for their attendance.

**Section 10.** The Township shall pay for the cost of drug/alcohol testing required by Management under this article.

**Section 11.** Testing under this article shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings against the affected employee nor shall the results of the tests be released to a third party.

**Section 12.** Any employee authorized to enter a rehabilitation or detoxification program under this article shall not lose any seniority should it be necessary that he take a medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 13.** If an employee has not voluntarily submitted to a rehabilitation or detoxification program under Section 7, and tests positive for the use of illegal drugs and/or alcohol, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to immediate dismissal.

**Section 14.** For purposes of implementing the provisions of this article, each Bargaining Unit Member shall be required to execute medical release forms for the Township to obtain the results of the drug screening testing provided for in this article. Said releases shall be executed upon meeting eligibility of membership to the Bargaining Unit. Executed releases referred to in

this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results, unless otherwise required by laws with regard to communicable diseases or with the employee's written permission. No other medical finding may be released without the express written permission of the employee, except that without a release from the employee, the Township may disclose information pertaining to an employee's drug testing to a decision-maker in a grievance or other proceeding initiated by or on behalf of an employee and arising from the results of a drug test. Failure to execute a medical release form shall result in disciplinary action up to and including termination of employment.

**ARTICLE 26**  
**WAGES**

**Section 1. 2012/2013 Compensation Prior to Execution/Retroactivity.** Bargaining unit members who are on the Employer's payroll on the effective date of this agreement shall receive a one-time lump sum payment based on hours worked in 2012 and 2013 prior to the execution of the agreement as follows:

2012: Unit members will receive a one and one-half percent (1.5%) lump sum payment for those hours worked in 2012.

2013: Unit members will receive a two percent (2%) lump sum payment for those hours worked in 2013 prior to the effective date of the parties' agreement.

**Section 2. 2012/2013 Compensation.** Effective in the first full pay period following the effective date of the agreement, bargaining unit members shall be paid in accordance with the following:

Probationary Part-Time Firefighters	\$12.92/hour
Part-Time Firefighter/EMT	\$15.06/hour
Part-Time Firefighter/Paramedic	\$17.96/hour

**Section 3. 2014 Compensation.** Effective January 1, 2014, bargaining unit members shall receive a one percent (1%) increase and be paid in accordance with the following:

Probationary Part-Time Firefighters	\$13.05/hour
Part-Time Firefighter/EMT	\$15.21/hour
Part-Time Firefighter/Paramedic	\$18.14/hour

**ARTICLE 27**  
**CALLBACK (OVERTIME)**

**Section 1.** Callback duty is defined as a return to duty status while being off-duty for the purpose of responding to emergency calls.

**Section 2.** An employee answering a callback for an emergency alarm shall receive a minimum of one (1) hour for the callback. Thereafter, the time will be rounded up to the next one-quarter

(1/4) hour. The first hour of callback time will be paid at double time of the member's regular base hourly rate. Callback time after the first hour will be paid at one and one-half (1 1/2) times the member's regular rate.

**ARTICLE 28**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** The Organization expressly recognizes that any unauthorized strike by 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 Summit County Court of Common Pleas. The Organization recognizes that, in accordance with Ohio Revised Code Section 4117, the Organization or its Members cannot rely upon any alleged unfair labor practice by the Township in support of any strike activity.

**Section 2.** In the event that any unauthorized strike or work stoppage activity occurs pursuant to this article, the Organization 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 Organization discharges its obligations, it shall not be liable for the unauthorized and condoned acts of individual Bargaining Unit Members.

**ARTICLE 29**  
**SCHEDULING**

**Section 1.** Monthly shift-fill scheduling will be done based upon the seniority of the part-time Firefighters, as defined in Article 17, Seniority, unless otherwise agreed upon by the Fire Chief and the Organization. Effective July 1, 2013, and subject to the continued approval of the Fire Chief, the manner and priority of part-time employee monthly shift fill scheduling shall be determined by the Springfield Part-Time Firefighters Organization. Members shall adhere to the minimum monthly hour commitment and the voluntary scheduling caps contained within this agreement.

**Section 2. Reserved Scheduling Rights/Progressive Discipline.** The Employer reserves the right to establish a minimum hourly commitment from each employee. The minimum monthly commitment shall be twenty-four (24) hours per month. Employees not fulfilling this commitment may be removed from the part-time roster at the sole and exclusive discretion of the Employer, but based upon the following progressive disciplinary track:

- 1<sup>st</sup> unexcused occurrence failing to work at least 24 hours: Written Warning
- 2<sup>nd</sup> unexcused occurrence failing to work at least 24 hours: Final Warning Notice
- 3<sup>rd</sup> unexcused occurrence failing to work at least 24 hours: Termination of Employment

For purposes of the above disciplinary track, occurrences shall be counted on a twelve (12) month period measured from the date of the most recent infraction (i.e., an intervening infraction

after the first infraction restarts the twelve (12) month period so that only after twelve (12) months with no further offense will the schedule reset to step 1).

The Employer reserves the right, in its sole and exclusive discretion, to limit or adjust the hours available for part-time service based upon its assessment of its operational needs, service needs, and/or benefit liabilities that may be required under external law. Once the Employer/designee makes that determination, those hours will be made available to members of the Organization who shall, so long as such is mutually agreeable, determine the manner in which those hours are filled as provided for in Section 1.

**Section 3. Hour Requirements.** All bargaining unit members are required to sign up and work a minimum of twenty-four (24) hours per month, unless waived by the Employer/designee at his discretion. Bargaining unit members, if such time is available, shall be limited to voluntarily signing up and working no more than one hundred four (104) hours per month, over a six (6) month period, for a total of six hundred twenty-four (624) hours. No employee shall be permitted to exceed more than seven hundred twenty (720) hours in the following designated six (6) month periods. This limitation shall commence July 1, 2013, and run from January 1 to June 30, and July 1 to December 31 annually.

### **ARTICLE 30** **HOLIDAYS**

**Section 1.** The following days are designated as holidays:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans' Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

**Section 2.** Bargaining Unit Members who work on a holiday shall be paid at their regular rate of pay plus half-time for each hour of the holiday worked.

**Section 3.** The holiday will start at 0800 hours and end the next day at 0800 hours (that is, New Year's Day will be recognized at January 1 at 0800 hours and will end January 2 at 0800 hours).

**ARTICLE 31**  
**UNIFORM ALLOWANCE**

**Section 1.** The Township agrees to maintain uniforms at the existing level of issuance with no set dollar amount, and agrees to purchase items that comply with the department's uniform policy.

**Section 2.** The Township agrees if a change to the uniform policy requiring the purchase of uniforms more restrictive to use by members, the Township will furnish the uniforms at no cost to the member.

**Section 3.** If a uniform item is damaged beyond repair in the line of duty, excluding loss by normal wear and not neglect by the member, the said uniform item will be replaced at a one-to-one ratio.

**Section 4.** The Township agrees to provide each member firefighting gear. The gear is separate and not related to the uniform allowance. The following equipment will be furnished, replaced, and maintained as necessary by the Township. All equipment shall be purchased and distributed at the discretion of the Fire Chief. All such equipment shall remain, at all times, the sole and exclusive property of the Township. Issued equipment and supplies shall consist of:

- Firefighting helmet
- 2 Nomex hoods
- Fire bunker coat
- Fire bunker pants with suspenders
- Bunker boots
- 2 pairs of Firefighting gloves

All above listed equipment will meet or exceed current NFPA specifications.

**Section 5.** Each member shall take due regard at training sessions not to damage gear and will be expected to keep the firefighting gear clean and laundered. It is understood that the member may need to use a "spare set" of gear when laundering and maintaining issued gear.

**Section 6.** Each member may purchase, carry, and use additional tools or equipment, which are not supplied by the Township. Said equipment will be the sole responsibility of the member and must be purchased at his own expense. The Township reserves the right to not reimburse member for personal equipment and may restrict items on a case-by-case basis.

**ARTICLE 32**  
**ON-DUTY INJURY**

**Section 1.** On-duty injuries shall be handled in accordance with the present rules and regulations set up under the Ohio Worker's Compensation laws, provisions under FICA, or the State of Ohio Public Employees Retirement System (PERS), and the policies of Springfield Township. All employees who are injured or who are involved in an accident in the course of their employment shall file an accident report on a form furnished by the Township. No matter how slight the

incident, all such injuries shall be reported to the Fire Chief. The employee shall be furnished a copy of any and all accident reports filed by the employee.

**Section 2.** Any employee who may be eligible to participate in the benefits of a Disability and Pension Fund shall apply for such benefits if a disability will be considered long-term.

**Section 3.** A medical examination shall be required to determine eligibility for disability leave. The Township may request a second opinion evaluation. If a disagreement exists between an employee and the Township's doctor, a third doctor, to be agreed upon by both parties, will examine the employee and the report of the third doctor shall be final. The Township shall pay the cost of the third examination.

**Section 4.** All work-related injuries or illness shall be reported to the Fire Chief or his designee within twenty-four (24) hours after the employee becomes aware of the injury or illness. Following disability from illness or injury, certification from the attending physician shall be required stating the employee shall be allowed to return to work.

### **ARTICLE 33** **GENERAL LIABILITY AND MALPRACTICE INSURANCE**

**Section 1.** Liability insurance and malpractice insurance or equivalents, such as self-insurance, insurance pools, etc., will be provided for every Bargaining Unit Member in the Fire Department by the Township..

**Section 2.** If the Township's liability or malpractice insurance is cancelled for reasons beyond the control of the Township, the Township will make every effort to provide alternate protection.

**Section 3.** The Township, within thirty (30) days of the signing of this Agreement, shall provide the Organization a copy of the liability policy as it applies to this section at the time of renewal of that policy or at the change of carriers for that policy.

**Section 4.** A current copy of the policy's "Coverage Summary" shall be provided to the Organization each year and shall be used to update Appendix-B of this Agreement.

### **ARTICLE 34** **PERSONAL VEHICLE USE**

**Section 1.** When an employee of the Fire Department is required to travel to complete job-related duties, the Township will make its best effort to supply a vehicle, if one is available, and the use is approved by the Fire Chief.

**Section 2.** Should a vehicle not be available, the employee will be reimbursed for tolls, parking fees, and mileage at the established Internal Revenue Service or State of Ohio rate, whichever is higher. An expense sheet indicating the mileage traveled and purpose of travel shall be given to the Fire Chief for his approval and submittal to the Township Fiscal Officer for payment. The

reimbursement rate will be determined in January of each year and the highest rate used for the duration of the calendar year.

**Section 3.** The distance of travel (in miles) will be measured from the fire station to the point of destination.

### **ARTICLE 35** **DURATION**

**Section 1.** This agreement shall be effective January 1, 2012, through December 31, 2014. Upon giving a timely notice to negotiate, the parties shall meet and negotiate in accordance with the statutory provisions of Chapter 4117 of the Ohio Revised Code (ORC). The Township and Organization agree to enter into good faith negotiations in matters required by section 4117.08 of the Revised Code.

**Section 2.** Notwithstanding the scheduled statutory period for negotiations, if both parties agree, they may commence negotiations no sooner than one hundred eighty (180) days prior to the expiration of the Agreement, in an effort to resolve all issues voluntarily prior to the scheduled start of the negotiation process.

### **ARTICLE 36** **EXECUTION OF AGREEMENT**

We, the undersigned, hereby agree to this contract between the Springfield Township Part-Time Firefighters Organization and the Trustees of the Township of Springfield, Summit County, Ohio.

**APPENDIX A**  
**SENIORITY LIST**

DUDLEY, ROB A.	5/1/1991
WEILAND, PHILLIP	8/14/1997
KEENER, ROB	8/21/1997
HOCH, ANDY	5/21/1998
LINDSAY, MARC	5/21/1998
KOEHLER, MARK	5/13/1999
DAVIS, RICH	5/13/1999
HOUSEHOLDER, DOUG	1/13/2000
MESSNER, ROB	1/13/2000
BELL, BRETT	3/9/2000
HURD, TODD	7/13/2000
HOCH, ROB	12/12/2001
DEWITT, JOE	5/22/2002
HEMPHILL, BRAD	5/21/2003
DUDLEY, ROBERT L	6/1/2011
HAUSE, MIKE	6/9/2011
PARSELL, SHAWN	6/9/2011
REINBOLT, BRETT	6/9/2011

(When hired on the same day, employees are listed as they appeared in the BOT Minutes.)