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**CONTRACT AGREEMENT**  
**BETWEEN**  
**CONCORD TOWNSHIP TRUSTEES**  
**AND**

STATE EMPLOYMENT  
REACTOR 90550  
2015 JUL -6 PM 2:00



**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 3755**

**July 1, 2012- December 31, 2015**

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## **ARTICLE 1 - AGREEMENT**

### **Section 1. Agreement.**

This agreement is made between the Concord Township Trustees, hereinafter referred to as the "Township", and the International Association of Firefighters Local #3755, hereinafter referred to as the "Union".

### **Section 2. Purpose.**

This Agreement is made for the purpose of setting forth the full and complete understandings and agreements between the parties governing the wages, hours, and terms and conditions of all bargaining unit Members' employment.

### **Section 3. Sanctity of Agreement.**

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

## **ARTICLE 2 - RECOGNITION**

### **Section 1. Recognition.**

The Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters relating to wages, hours, and terms and conditions of employment. The township and union also agree that no contracting out of fire suppression and EMS services will take place except for those agreements that concern automatic and mutual aid.

### **Section 2. Bargaining Unit.**

There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full-time Members employed in the Concord Township Fire Department (the "Department") by the Township in the classifications of Firefighter, Fire Lieutenant and Captains (hereinafter sometimes referred to singularly as "Member" and collectively as "Members"). Members shall obtain and maintain such certifications and levels of training required in order to perform such duties and functions as may, from time to time, be assigned by the Fire Chief.

### **Section 3. Exclusions.**

The classifications of Fire Chief, Assistant Fire Chief, and Clerical staff shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential,

fiduciary, supervisory, part-time, temporary, casual and seasonal Members, and Members who do not meet the definition of a public member under Ohio Revised Code Chapter 4117.

## **ARTICLE 3 - DUES DEDUCTION**

### **Section 1. Dues Deduction.**

The Township agrees to deduct regular Union Membership dues, as certified by the Union to the Township, from the payroll check of a Member. The Township shall not be obligated to make any of the foregoing deductions from the pay of any Member who, during the particular month involved, shall have failed to receive sufficient wages to make all other required deductions. If a deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Township Fiscal Officer.

### **Section 2. Fair Share Fee.**

Each person who is a bargaining unit Member on the date of this Agreement or who becomes a Member during its term shall maintain Membership in the Union for the duration of the Agreement or, in lieu thereof, pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09(C) of the Ohio Revised Code. Such fair share fee shall be deducted by the Township from the earnings of such non-Member Members once each month, and paid to the Union in accordance with this Article. The Treasurer of the Union shall certify to the Township the amount which constitutes said fair share fee, which amount shall not exceed the dues and financial obligations uniformly required by Members of the Union, as well as the name(s) of the non-Member Member for whom such a deduction is to be made and the date the deduction(s) is to commence. The fair share fee shall be subject to a Union rebate procedure meeting all requirements of State and Federal law.

### **Section 3. Processing.**

The Township shall be relieved from making an individual "check-off" of dues deductions or any additional requested deduction by a Member upon a Member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) unpaid leave of absence; (4) layoff from work; (5) failure to timely submit and/or revocation of the check-off authorization by a Member; (6) a Member's lack of sufficient funds; or (7) resignation by the Member from the Union. In addition, the rate at which dues, fair share fees or any additional payroll deduction are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union (or by the individual Member for an individual payroll deduction) during the first week in January of each calendar year. Any changes in the rate at which dues, fair share fees or any additional payroll deduction are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union (or by the individual Member for an individual payroll deduction) at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to initiating a dues, fair share or individual payroll deduction request or prior to making any changes in an individual's dues deductions, fair share fees or individual payroll deduction. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of

Union dues, fair share fees or any additional payroll deduction requested by a Member. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties further agree that neither the Members nor the Union shall have a claim against the Township for errors in the processing of any deduction, unless a claim of error is made to the Township in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the deduction would normally be made by deducting the proper amount.

**Section 4. Union Indemnification.**

The Union hereby agrees that it will indemnify and hold the Township, its Board of Trustees, Township Fiscal Officer and its officials, officers, agents and members, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, costs or any other form of liability and/or expense, including the defense thereof, which arises out of or is in any way connected with any deduction (whether for dues, fair share fees or any other requested deduction by a Member) made or required to be made by the Township under this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 4 - UNION SECURITY**

**Section 1. Union Activity.**

The Union agrees that neither it, its representatives nor the Members shall conduct Union business during duty hours without the permission of either the Member's supervisor or the Fire Chief. For purposes of this Article, the term "duty hours" shall mean the time commencing from when a Member is required to report for work at the beginning of the shift until the time the Member is permitted to leave. The investigation and writing of grievances shall not be conducted during a Member's duty hours without the permission of the Member's immediate supervisor or the Fire Chief. The Union agrees that the Union, its representatives and its Members shall not interfere, interrupt or disrupt the normal work duties of other Members. Unauthorized and/or disruptive Union activities shall immediately cease upon the request of the supervisor of the area where the Union activity is being conducted, or upon the request of either the Member's supervisor or the Fire Chief.

**Section 2. Union Roster.**

The Union shall provide to the Township an official roster of its officers which is to be kept current at all times and shall include the following:

1. Name;
2. Address;
3. Home telephone number;
4. Immediate supervisor; and
5. Union office held.

**Section 3. Bargaining Unit Meetings.**

The Union may, upon prior notification to and with the approval of the Fire Chief or designee, be permitted to hold meetings for Members in the firehouse or at such other Township facility as the Fire Chief may designate, provided that Township operations are not interfered with or interrupted. No Member on duty may attend without the permission of the Member's supervisor or the Fire Chief. Any disruptive activity shall immediately cease upon the request of the Fire Chief or designee.

**Section 4. Bulletin Board.**

The Union will be permitted reasonable use of one bulletin board, as designated by the Fire Chief, at the Township Fire Station. Bulletins and materials germane to the Union's function as exclusive representative of the bargaining unit are the only materials that may be posted. It is also understood that no material may be posted on the board which contains personal attacks upon any other Member; scandalous, scurrilous or derogatory attacks upon the administration; or attacks on and/or favorable comments regarding a candidate for Township office. Furthermore, no Union related materials of any kind may be posted anywhere in the Township's facilities or on the Township's equipment, except on that part of the bulletin boards designated for the Union's use.

**Section 5. Union Time**

At the beginning of each year in the month of January, The union officers will inform the Chief and/or township clerk to deduct 0, 1, 2, or 3 hours from each members vacation accrual. This time will be stored in a "Union leave" time accrual bank in which union members will be able to take leave from one's shift providing it causes no overtime at time of scheduling. The time accrual bank will not be able to be returned to members and will never be paid out as cash.

**ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 1. Retention of Management Rights.**

The Township retains the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. The Township specifically retains the rights and responsibilities set forth in Section 4117.08(C) of the Ohio Revised Code to:

1. 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 services, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire Members.

3. Maintain and improve the efficiency and effectiveness of governmental Operations.
4. Determine the overall methods, process, means, or personnel by which Governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Members.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent so limited.

### **Section 2. Work Rules.**

The Union recognizes and agrees that the Township has the right and authority to promulgate, revise and/or enforce rules and regulations governing the operations of the Department and the conduct of Department personnel. While the Union may make recommendations to the Township with respect to such matters, it is, however, understood and agreed that the Township has the sole and exclusive right and authority to promulgate, revise and/or enforce all and any portions of any Department manuals including, but not limited to, the work rules, regulations, policies, procedures and directives, and any recommendations made by the Union shall be deemed advisory only, and not binding upon the Township. Work rules will be applied uniformly, taking into consideration the surrounding circumstances.

### **Section 3. Posting.**

The Township will not make any changes in the rules or regulations which, if violated might result in disciplinary actions without first posting such changes or additions to the bulletin board in the Township Fire Department fifteen (15) consecutive calendar days before the effective date of the change.

## **ARTICLE 6 - TERMS OF EMPLOYMENT**

### **Section 1. Qualifications For and Conditions of Employment.**

The parties recognize and agree that Members are employed in the capacities of and are required to function as both fully trained and certified firefighters and paramedics. As a condition of continued employment with the Township, each Member shall obtain, possess and maintain the minimum qualifications which currently include, the following:

1. A current and valid State of Ohio certification as a fully trained and qualified full-time firefighter;
2. A current and valid State of Ohio certification as a fully trained and qualified Emergency Medical Technician-Paramedic (i.e., "Paramedic");
3. A current and valid Ohio driver's license;
4. Maintain insurability under all Township automobile and/or liability insurance policy(ies);
5. Pass Annual Physical Examination; and
6. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time firefighters and/or paramedics by federal or state law, rule or regulation.
7. Pass Annual EVOC administered by the township

In addition to the abovementioned qualifications, all Members assigned to the Fire Prevention Bureau shall maintain, as a condition of employment, a current and valid State of Ohio Fire Safety Inspector certification. As a further condition of continued employment, those Members assigned to specific duty positions including, but not limited to, Firefighter, Fire Lieutenant, Fire Captain, Safety/Training Captain, Emergency Medical Services Captain and Fire Safety Inspector, Fire Prevention Captain and Fire Prevention Lieutenant, shall, at the direction of the Township, obtain and maintain such licenses, certifications and/or minimum levels of training as may, from time to time, be established by applicable Federal or State law, rule or regulation for any such position.

Notwithstanding the foregoing and only for those Members permanently assigned to the Fire Prevention Bureau, the failure to maintain an EMT-P certification shall not be deemed a condition of continued employment, however those Members assigned to the Fire Prevention Bureau shall, as a condition of continued employment, obtain or maintain a current and valid State of Ohio certification as a fully trained and qualified Emergency Medical Technician-Basic. However, in order to return to the line-of-duty, the Member must possess and maintain, at their sole cost and expense, a valid and current EMT-P card.

Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a Member's Ohio driver's license and insurability, the Township reserves the right to examine the licensing status and driving record of a Member, and

the Members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

**Section 2. Loss of Certifications and/or Licenses.**

Except as otherwise provided in Section 3, below, a Member who, for any reason whatsoever, fails to obtain or maintain the minimum qualifications for the Member's position as set forth in Section 1, above (i.e., current and valid Ohio driver's license, firefighter certification, passing annual physical examination, paramedic certification and/or insurability under Township insurance), shall constitute a failure to maintain the minimum qualifications for the Member's position, and shall be grounds for and result in the immediate termination of the Member's employment with the Township.

**Section 3. Temporary Loss of Licenses or Certifications.**

The temporary loss of a required license or certification shall not constitute a failure to maintain minimum qualifications under this Article. For purposes of this Article, the temporary loss of a required license or certification shall be a loss of such license or certification for a period of ninety (90) days or less. A loss of a required license or certification for a period of more than ninety (90) days shall constitute a failure to maintain the minimum qualifications for the Member's position. The Fire Chief reserves the right, in his sole and absolute discretion, to extend the ninety (90) day time periods as set forth above as the maximum limit for a temporary loss of a license or certification.

**ARTICLE 7 - PROBATIONARY PERIODS**

**Section 1. Probationary Period.**

Upon appointment, each Member will be required to successfully complete a one (1) year probationary period. The probationary period will begin on the first day for which a Member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35, et seq., a probationary Member may be terminated at any time during this probationary period at will and without just cause and shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such termination in a court or any other tribunal or body.

**Section 2. Promotional Probationary Period.**

A newly promoted Member shall be required to successfully complete a six (6) month promotional probationary period in the Member's newly appointed position. The probationary period for a newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member subject to a promotional probationary period may, at the sole and absolute discretion of the Board of Trustees, be returned to the Member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Member shall have no recourse to the

grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

**Section 3. Optional Extension of Probationary Period.**

The Township, through its Board of Trustees and upon recommendation of the Fire Chief, may, from time to time and in its sole and absolute discretion, extend a Member's probationary period beyond the term set forth in Sections 1 and/or 2 of this Article up to a maximum of 90 more days. In the event of such optional extension, the affected Member shall continue as a probationary Member for such time or times as agreed to by the parties, without interruption of Step progression. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause, and the affected Member shall have no recourse to the grievance procedure concerning probationary termination, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body. Likewise, during an optional extended promotional probationary period up to a maximum of 90 more days, the affected Member may be returned to the Member's former rank and salary if service at any point is unsatisfactory, as determined in the sole and absolute discretion of the Board. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

**ARTICLE 8 - CORRECTIVE ACTION**

**Section 1. Disciplinary Actions.**

After completion of a Member's probationary period or promotional probationary period, a Member shall not be subject to disciplinary action resulting in reprimand, suspension without pay, reduction in pay and/or rank, or removal except for just cause. During the pendency of any investigation or disciplinary proceeding, or pending any decision on any disciplinary matter, the Member(s) who is the subject of the investigation, proceeding or disciplinary matter may be placed on administrative leave with pay by the Fire Chief or Board of Trustees for such time or times as the Fire Chief or Board may determine. In addition, a Member's supervisor may place a Member on administrative leave with pay for conduct the supervisor believes may result in serious disciplinary action or in those instances where the supervisor believes the Member poses a danger to persons or property or a threat of disrupting Township operations. The placement of a Member on administrative leave with pay is not a form of discipline and shall not be grievable.

**Section 2. Progressive Discipline.**

For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede suspension without pay, reduction in pay and/or rank, and removal. The commission of multiple minor offenses, whether similar or dissimilar nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline up to and

including immediate removal without regard to previous reprimands or discipline.

1. Theft of or intentional damage to Township property;
2. Theft of or intentional damage to the property of a fellow Member;
3. Insubordination, or the uttering of threatening or abusive language toward management personnel or other Members;
4. Intoxication, working under the influence of a control substance, or the sale, possession, or use of any controlled substance;
5. Intentional falsification of any Township records or employment records;
6. Fighting;
7. Conviction of a felony, any crime involving a minor, any theft offense, offense of violence or other crime which renders the Member ineligible to hold public office.
8. Engaging in activity or behavior which constitutes harassment on the basis of sex, handicap, age, religion, or national origin of fellow Members or Members, or which is characterized as constituting or giving rise to a hostile environment;
9. Improper use of Township computers to view, receive or transmit pornography, obscene or indecent materials;

For allegations of a serious nature which may result in a suspension without pay, a reduction in pay and/or rank, or removal, the Township may place a Member on administrative leave with pay pending a determination on final disciplinary action, if any.

### **Section 3. Disciplinary Procedure.**

In lieu of any procedures established by statute or otherwise, the Board of Trustees shall utilize the following procedure in those cases where there is reason to believe that a Member has committed a serious infraction which may lead to suspension of more than 30 calendar days, reduction in pay and/or rank, or removal:

1. The Board of Trustees and/or its designee shall reduce to writing the basis for the proposed disciplinary action. A true and accurate copy of the charges then existing shall be served upon the Member, either by personal service or by certified mail.
2. Prior to imposing any suspension, demotion or removal, the Board of Trustees shall conduct a hearing on the charges. The Member shall be provided at least five (5) calendar days notice of the hearing. The time and/or date of the hearing may be continued by mutual agreement. At the hearing (which shall, if requested by the Member, be held in executive session), the Member shall have the right to be represented by an attorney or union

representative, to present evidence on his or her behalf and to question adverse witnesses. Pending any hearing, the Board of Trustees and/or the Fire Chief may place the Member on administrative leave with pay.

3. For purposes of this disciplinary procedure, the Board of Trustees may administer oaths and, to the extent permitted by law, issue subpoenas or compulsory process to compel the attendance of persons and the production of books and papers before it and the Board may provide, by resolution(s), for the manner and method of exercising and enforcing this provision. The Board or the Member may cause the hearing to be transcribed by a court reporter. The Board may request the Fire Chief and/or such other or additional person(s) to present the charges and any other information or testimony relating thereto.

4. In the event the Board of Trustees elects to utilize the disciplinary procedure provided for herein, the parties intend the provisions of this procedure to supersede conflicting provisions established by statute or otherwise.

5. The Board shall issue its decision in the matter within a reasonable time following the conclusion of the hearing

6. Nonprobationary Members may elect to grieve the decision of the Board of Trustees in accordance with the terms of this agreement.

#### **Section 4. NON-SERIOUS INFRACTIONS PROCEDURE.**

Depending upon the seriousness of the conduct, the ranges of disciplinary actions which may be imposed, include, verbal counseling, a verbal reprimand with written summary, written reprimand, suspension or suspension with recommendation for dismissal. The following procedures apply with respect to each of these actions

- A. Verbal counseling - Anytime an infraction or violation comes to an Officer's attention it is his or her duty to discuss this matter with the employee(s) involved.
- B. Verbal reprimand with written summary - The Officer shall file a brief written summary of the offense for which the employee was reprimanded. The employee will be requested to sign the written summary, which will then be forwarded through the Chain of Command to the Fire Chief. The employee is entitled to a copy of the summary.
- C. Written reprimand - The investigating Officer shall prepare a complete written account of the facts surrounding the incident, including dates, times, and names of any witnesses. The employee will be requested to sign the written account. The reprimand shall be forwarded through the Chain of Command to the Fire Chief. If the Fire Chief approves, the document will be placed in the employee's personnel file, along with any other approved disciplinary action.
- D. Suspension up to 30 calendar days - The suspension will take effect immediately, but will not be final until and unless approved by the Fire Chief. In the absence of the Fire Chief, the Assistant Chief may approve the suspension

of an employee of the Department for up to three (3) calendar days. The employee is entitled to a copy of the Suspension Notice and will be required to sign such papers.

- E. Suspension with recommendation for dismissal - With this action the employee is suspended pending a hearing by the Fire Chief. A written report must be filed by the Chief outlining the offense with a copy to the employee. The Fire Chief will decide whether to recommend the dismissal of the employee to the Concord Township Board of Trustees. The Board will make the final decision. The Trustees may also in their sole discretion initiate dismissal. In the event the Board initiates the dismissal the process will go directly to the Board.

Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35 et seq., in instances involving any type of offense deemed by the Fire Chief to not be of a serious nature, the Fire Chief may reprimand a member or suspend a Member for up to thirty (30) calendar days without pay for each such offense. When taking such action, the Fire Chief shall follow the procedures set forth in this section and take into account the Rules and Regulations of the Concord Township Fire Department (and any recommended penalties for infractions thereof as may be set forth therein) as promulgated, from time to time, by the Board. Prior to imposing such discipline, the Fire Chief shall:

1. Meet with the Member in order to provide the Member with an opportunity to explain the conduct in question; and
2. If the Member agrees to accept the discipline proposed by the Fire Chief, inform the Member in writing of the effective date(s) of such discipline.
3. In those cases where the Member does not agree to accept the discipline in accordance with the terms previously outlined in this Section, the Member shall have the right to a predisciplinary conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the predisciplinary conference. The person conducting the predisciplinary conference (whether the Fire Chief or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any discipline authorized by this section in accordance with the remaining provisions of this Section. The procedure for this conference shall be as follows:
  - a. Prior to the conference before the Fire Chief or designee, the Member shall be provided a statement of the charges. The Member shall also be given at least three (3) calendar days notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement. The fire chief or designee shall provide to the member, upon the member's request, any documents or items related to the charge(s).
  - b. At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and

question witnesses in support of the charges. The Member shall have the right to be represented at the conference by an attorney or Union representative, to present evidence and to question adverse witnesses. The Fire Chief or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.

c. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the decision of the Fire Chief or designee shall be final and binding, but such decision (and any resulting discipline) may be grieved in accordance with the terms of this agreement.

d. A record of discipline imposed under this Section may be placed directly into the Member's personnel file by the Fire Chief or designee without the need for action on the part of the Board of Trustees.

### **Section 5. Disciplinary Records.**

Written records of written and oral reprimands will be removed from the personnel file of the Member upon the Member's written request no later than two (2) years after such action was taken provided no further corrective action has occurred. Records of disciplinary action for which a suspension is given will be removed from the personnel file of the Member upon the Member's request no later than three (3) years after such action was taken. Disciplinary records will no longer be subject to the progressive discipline process after their respectful time stamp has expired i.e. two (2) years from the date of the occurrence for written reprimands that do not involve suspension and three (3) years from the date of the occurrence for reprimands involving suspension. This time stamp expires regardless of an employee's written request to have records removed from their personnel file. Written reprimands and suspensions so removed from a personnel file shall be placed and stored in a separate Township file until these materials can be legally destroyed.

## ARTICLE 9 - HOURS OF WORK AND OVERTIME

### **Section 1. Workweek.**

Members assigned to the three (3)-platoon system (1 unit, 2 unit, 3 unit), shall work an average forty-eight (48) hour workweek, during a twenty-one (21) day work period (which work period is adopted for purposes of Section 7(k) of the FLSA). This shall be accomplished by working one (1) twenty-four (24) hour shift on duty (i.e., tour of duty) followed by two (2) consecutive twenty-four (24) hour shifts off duty during the work period. Every seventh scheduled tour of duty shall be a twenty-four (24) hour off-duty period known as a "Kelly Day."

### **Section 2. Kelly Day Definition.**

A "Kelly Day" is a continuous twenty-four (24) hour period of time off duty for those Members working the three (3)-platoon system to bring the workweek to an average forty-eight (48) hours

during the twenty-one (21) day cycle. The Member's Kelly Day shall occur on an assigned day within the work cycle and may not be reassigned to a subsequent work cycle. Notwithstanding the foregoing, a Member that is on a Kelly Day is eligible to work overtime when their name is reached on the overtime call list.

### **Section 3. Kelly Day Draw.**

Kelley Days shall be drawn annually by each crew (1 unit, 2 unit, 3 unit) based upon seniority within each crew with each Member drawing one (1) Kelley Day (Sunday through Saturday). Only one Member per crew may be off on a Kelley Day at any one time.

### **Section 4. Overtime.**

Except as otherwise provided in this Agreement, the amount and rate of overtime for Members shall be calculated in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder. For the purpose of calculating overtime compensation, such compensation shall be based upon hours actually worked while in paid status. Except as hereinafter modified, the term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Secretary of Labor. The term "paid status" shall include work hours as well as all hours in paid status except those hours during which the employee is on authorized sick leave or injury leave with pay.

Members working under the three (3) platoon system shall be compensated at straight time for all hours worked, except that hours worked in excess of a twenty-four (24) hour workday shall be compensated for at the rate of time and one-half (1.5). In addition, any Member called back to duty during off-duty hours to work platoon duty (as opposed to forty (40) hour duty) will be paid at the rate of time and one-half of the forty-eight (48) hour rate for the Member's appropriate range and step for all hours worked during such call-back. Any overtime worked by eligible Members under the provisions of this paragraph shall be compensated at time and one-half the forty-eight (48) hour rate (annual salary divided by 2496 hours) for the Member's appropriate range and step.

### **Section 5. No Pyramiding.**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium pay more than once for the same hours worked.

### **Section 6. Substitution (Trading) of Time.**

If a Member, with the prior approval of the Fire Chief, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member in the same capacity, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime

**Section 7. Compensatory Time.**

In lieu of payment for overtime worked, a Member may elect to receive compensatory time off in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Department of Labor. Compensatory time will be credited at the rate of one and one-half (1.5) hours for each overtime hour worked. A Member may request to convert overtime into compensatory time at the time the overtime request is submitted. A Member may not accumulate more than four hundred eighty hours (480) hours of compensatory time. Compensatory time accumulated but not yet credited to a Member's compensatory time bank will not be usable until after the end of that pay period. Any Member who accumulates more than four hundred eighty hours (480) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of four hundred eighty hours (480) hours. Compensatory time may be carried over into a following year, provided that the maximum accumulation shall not exceed four hundred eighty hours (480) hours. Compensatory time off may be taken at such time or times at the discretion of and as approved by the Fire Chief. Compensatory time shall not cause or incur the use of overtime or the payment thereof. Only one Member may be off during the same time period, using compensatory time to prevent the operations of the Fire Department from being unduly disrupted. During this period, minimum manning may be reduced to five (5). Compensatory time may be requested to be taken in multiples of one-half (1/2) hour after a minimum one (1) hour is taken for each request. A Member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the Member at the time of separation.

**ARTICLE 10 - WAGES & BENEFITS**

**Section 1. Wages.**

Effective January 1, 2011, the following annual salaries are hereby established as the annual wage plan for the period January 1, 2011 through December 31, 2012:

**Annual Salary**

Step I Firefighter	\$45,044.27
Step II Firefighter	\$49,410.28
Step III Firefighter	\$55,213.85
Lieutenant/Paramedic	\$63,495.93
Captain/Paramedic	\$73,020.32

Beginning January 1, 2013, Members of Union 3755 agree to pay an additional amount towards their pension in exchange for an equal percent raise in annual salary. As of year 2012 members pay a 4% pickup towards their pension. Additional pension pickup to go into effect January 1 of each year: 2012 0%, 2013 2%, 2014 2%, 2015 2%. Therefore members will be paying a pension pickup of 10% by the end of this contract.

Before Members pay additional Pension Pickup the following amount below reflect annual salaries to be paid:

	2012	2013	2014	2015
Step I Firefighter	\$45,044.27	\$45,945.16	\$47,323.51	\$48,743.22
Step II Firefighter	\$49,410.28	\$50,398.49	\$51,910.44	\$53,467.75
Step III Firefighter	\$55,213.85	\$56,318.13	\$58,007.67	\$59,747.90
Lieutenant/Paramedic	\$63,495.93	\$64,765.85	\$66,708.82	\$68,710.09
Captain/Paramedic	\$73,020.32	\$74,480.73	\$76,715.15	\$79,016.60
		2% raise in 2013	3% raise in 2014	3% raise in 2015

After Members pay additional Pension Pickup the following amount below reflect annual salaries to be paid:

	2012	2013	2014	2015
Step I Firefighter	\$45,044.27	\$46,846.04	\$49,188.34	\$51,647.76
Step II Firefighter	\$49,410.28	\$51,386.69	\$53,956.03	\$56,653.83
Step III Firefighter	\$55,213.85	\$57,422.40	\$60,293.52	\$63,308.20
Lieutenant/Paramedic	\$63,495.93	\$66,035.77	\$69,337.56	\$72,804.43
Captain/Paramedic	\$73,020.32	\$75,941.13	\$79,738.19	\$83,725.10
		4% raise in 2013	5% raise in 2014	5% raise in 2015

For payroll and overtime computations the salary listed in Article 10 shall be factored to produce an hourly rate by dividing the salary by 2496 hours (48 hours/week multiplied by 52 weeks per year.)

**Section 2. Step Advancement.**

Original appointment at the rank of Firefighter shall be made at the first Step. Advancement from the original appointment to the next succeeding Step shall be made after twelve (12) months of continuous active service. Advancement from the succeeding Step to the remaining Steps shall be by one (1) year intervals of continuous active service. Notwithstanding the foregoing, the Board of Trustees, in their sole and absolute discretion, may upon recommendation from the Fire Chief, make an original appointment at the rank of Firefighter at the third Step, provided a new hire has five (5) years of previous full time service, within a Fire Department located in the State of Ohio. When a Member advances to a higher Step, the increase in salary shall occur on his applicable anniversary date. When a Member is promoted to a higher rank, his pay rate shall be changed to the rate provided for that rank on the effective date of the Member's promotion.

**Section 3. Application of Pay Rates.**

The annual salary established in Section 1, above, is based upon a Member's permanent, full-time employment of an average of 48 hours of actual work during a consecutive 168 hour period (meaning an average of 2496 hours of work per year). The annual salary for the rank of Lieutenant represents a fifteen percent (15%) differential between the top step Firefighter rank, and the annual salary for the rank of Captain represents a fifteen percent (15%) differential between the Lieutenant rank.

**Section 4. Direct Deposit.**

Direct Deposit is made available for regular pay periods and forms are available from the Fire Chief. Members shall be required to sign any documents necessary to authorize the use of Direct Deposit.

**ARTICLE 11 - LONGEVITY**

A qualifying Member shall receive a longevity bonus based upon the Member's number of completed consecutive years of continuous active service with the Fire Department from a Member's most recent date of hire as a sworn, regular, full-time firefighter with the amount of such bonus being \$100.00 for each year of completed service over five (5) years.

Payment of the longevity bonus will be made on the last pay period in November of each calendar year by separate check and shall be based upon the number of completed consecutive years of continuous active service as of November 1. There shall be no pro-rated payments under this provision.

**ARTICLE 12 - WORKING OUT OF CLASS**

In the event that the Fire Chief determines that a need exists to temporarily and/or permanently transfer a Member from one shift to another, from one assignment to another, and/or from one position to another, then the Fire Chief may transfer the Member to that shift, assignment and/or position. A Member assigned to a higher rank shall be compensated \$2.00 per hour additional pay for each hour worked, provided that the Member is replacing a higher ranking Member who is unavailable and unable to work for a minimum of Six (6) consecutive hours. A minimum of Six (6) consecutive hours must be worked out of class to qualify for any increased payment. Trading shifts is not applicable to this Article. The Promotional Eligibility List shall be used to determine the order of filling the out-of-class position. If no one from the Promotional Eligibility List is on duty, the out-of-class position shall be filled by the most senior firefighter on duty or an officer can appoint an out of class person. In no event shall overtime be used to fill out-of-class positions.

**ARTICLE 13 - PROMOTIONAL TESTING**

**Section 1. Promotions to Lieutenant.**

Promotions to the rank of Lieutenant will be made by the selection of an eligible and qualified individual in accordance with the provisions of this Article. There is, however, no requirement to fill any position unless and until the Board of Trustees first determines that a permanent vacancy exists in that position. If a permanent vacancy is determined to exist, the Fire Chief or designee shall have the right to temporarily assign a Member(s) to a vacant position until a Promotional Eligibility List is established and/or a candidate is selected and approved to fill the position.

## **Section 2. Promotional Eligibility List.**

A Promotional Eligibility List will be established by the Board of Trustees using the following process:

1. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant unless such person has served a minimum of three (3) years of continuous active service in the rank of Firefighter with the Concord Township Fire Department. Continuous active service is calculated back in time from the date the notice is posted soliciting applications for placement on the Promotional Eligibility List.
  - a. In the event there are less than five (5) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant, the time in rank requirements may be lowered by one-year intervals until there are at least five (5) qualified and eligible candidates for the rank of Lieutenant. In all cases, probationary Members and Members on suspension shall be ineligible to make application for promotional consideration.
  - b. If, after lowering the time in rank requirement, there still remains an inadequate number of candidates eligible to make application for promotional consideration, the Township may, in its sole discretion, and upon such conditions as the Township may establish, permit any Member or Members to make application for promotional consideration.
2. The establishment of a Promotional Eligibility List will begin by the Township posting notice for fifteen (15) days seeking applicants for placement on the Promotional Eligibility List. Eligible and qualified candidates shall submit a written application to the Fire Chief prior to the close of the fifteen (15) day posting.
3. Once the application period is closed, the Township will review and evaluate applications received from qualified and eligible individuals. Those individuals deemed unqualified and/or ineligible will be notified that they are no longer applicants for placement on the Promotional Eligibility List.
4. The promotional process will consist of the following three (3) phases:
  - a. The first phase will consist of a written examination as designed by the Fire Chief. The Fire Chief will review and approve the testing materials and methods to be used. Candidates must pass the written examination before proceeding to the next two (2) phases.

Candidates will be given 30 days prior notice to study for the exam. The written exam will be 40 percent of the 100 percent.

- b. The second phase will consist of an assessment center structured, established and administered by the Fire Chief. The purpose of the assessment will be to evaluate and assess the candidates' job experience, abilities and knowledge. The weight of the assessment center will be 40 percent of the 100 percent.
  - c. The third phase will consist of an oral interview with the Board of Trustees and such other persons as the Board may designate. The weight of the oral interview will be 20 percent of the 100 percent.
5. The Township will establish the scores to be assigned within and to each phase of the promotional process. At the conclusion of this process, the Township will establish a Promotional Eligibility List of qualified candidates who have achieved a satisfactory score in the promotional process for the ranks of Lieutenant.

### **Section 3. Promotions.**

The Board of Trustees, with the fire chief's recommendation, may appoint any one (1) of the top three (3) candidates as listed on the then current Promotional Eligibility List, to a vacant rank. To illustrate, if Candidate No. 2 has been promoted, when the next permanent vacancy occurs, the Board of Trustees may promote either Candidates 1, 3 or 4 on the current Promotional Eligibility List. In the event there are less than three (3) candidates remaining for promotional consideration, the Board of Trustees may, at its option, either appoint one (1) of the remaining candidates to the position, or abolish the current Promotional Eligibility List and proceed through the promotional process in order to create a new Promotional Eligibility List.

### **Section 4. Duration of Promotional Eligibility List.**

Upon certification by the Board of Trustees, the Promotional Eligibility List will be valid for a period of two (2) years from the date the list is established by the Board of Trustees. Upon the expiration of a Promotional Eligibility List, the Township may, at its discretion, either extend the expiration date for one additional year, or void the current Promotional Eligibility List and proceed through the promotional process in order to establish a new Promotional Eligibility List. In addition, the Township may void a current Promotional Eligibility List in the event the list does not contain the requisite number of candidates for promotional consideration. In either such event, the Township will notify the Union that it is electing to void the current Promotional Eligibility List and will then begin the process for promotional consideration in order to establish a new Promotional Eligibility List.

### **Section 5. Promotions to Captain:**

Promotions to the rank of Captain will be made by the selection of an eligible and qualified individual. The promotional process will be handled by the Fire Chief and the Board of Trustees and will be done in a fair manner in which all Lieutenants will have an equal opportunity to apply for the position.

## ARTICLE 14 - COLLEGE REIMBURSEMENT

### Section 1. Tuition Credit.

Members who have completed one (1) year of continuous active service may be eligible for reimbursement of the tuition costs, up to a maximum of \$3,000.00 per calendar year, for course work leading to an advanced associates or bachelors degree voluntarily undertaken and that is approved in advance by the Fire Chief and is directly related to Fire Science or Emergency Medical Services, including the Ohio Fire Executive degree. Job relatedness will be determined by the Fire Chief in his sole and absolute discretion. All courses taken must be given by an approved and accredited educational institution. In addition to the remaining Sections in this Article, the course tuition program shall be subject to the following additional conditions:

1. Course Approval. All course work and the educational institution shall be approved in advance by the Fire Chief. The Member's request for approval shall be submitted to the Fire Chief in writing and shall contain the name and description of the proposed course, the educational institution, the grading policy for the proposed course, the scheduled locations, times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the Member. Unless otherwise directed by the Fire Chief, the Member shall make such request at least thirty (30) days before the start of the course.
2. Attendance. Course work is to be taken on other than scheduled working hours. Furthermore, any situation which requires a Member's presence on the job (i.e., mandatory classes, training, emergency, overtime or the like) shall take complete and final precedence over any times scheduled for courses.
3. Financial Assistance. Financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition credit the Member may otherwise be eligible for under this Article.
4. Ineligible Fees. No payment will be made for books, paper or other supplies of any nature, transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course work.

5. Ineligible Course. The purpose of this Article is to afford educational opportunities to Members in areas that are job related and approved by the Fire Chief.
6. Grades. No reimbursement shall be made or considered due for any course work in which the Member receives a grade less than a C.
7. Decisions. All decisions approving or disapproving a Member's request for tuition reimbursement are within the sole and absolute discretion of the Fire Chief, and a decision approving or disapproving such request shall not be grievable.

### **Section 2. Reimbursement Procedure.**

Reimbursement will be made within Thirty (30) days after the Member presents to the Fire Chief (a) an official transcript, certificate or grade report confirming the successful completion of the course with a grade of C or better; (b) a fee statement; and (c) a receipt of payment or copy of the unpaid tuition bill from the educational institution.

### **Section 3. Repayment of Tuition Credit.**

If a Member retires, resigns, is discharged or otherwise separates from Township service for any reason whatsoever prior to the completion of five (5) years of continuous active service following the completion of any course work, the Member shall immediately repay the entire amount of the tuition paid by the Township for courses taken and completed within the previous five (5) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the Member from the Member's wages and/or any other monies otherwise due the Member. If the Township requests, Members shall sign an authorization in favor of the Township reflecting this deduction.

## **ARTICLE 15 - INSURANCE**

A Member shall have the opportunity to apply for health care insurance coverage in accordance with and subject to the terms and conditions as contained herein and in the insurance policies and/or plans therefore as may be maintained, from time to time, by the Township. In the case of a break in service and unless otherwise required or permitted by law, the Township shall comply with the requirements of applicable law as it relates to the continuation of health care plan benefits. The Board of Trustees may change carriers, plans, coverage and/or levels of coverage upon 30 days advance notice to the Union. Throughout the duration of this contract, it is agreed upon that the members of 3755 will have their insurance provided by the township at no cost to the member. The Health Reimbursement Account will continue to also be provided to the member without change from previous reimbursement rates. Any change must be mutually agreed upon by both parties. The Board may create an advisory committee of Township members and officers (which will include at least one Union representative) to investigate coverage available for purposes of making an advisory, nonbinding recommendation to the

Board. The Board will consider, but is not bound by, any recommendation prior to determining which carrier, plan, coverage and/or levels of coverage the Board determines to provide. The Township shall also provide each Member with a twenty thousand dollar (\$20,000) life insurance policy.

## **ARTICLE 16 - UNIFORMS**

### **Section 1. Provision of Uniforms.**

The Township shall provide the required uniforms at no cost to Members.

### **Section 2. Standard Issue.**

Unless otherwise determined by the Board of Trustees, the standard uniform issue by the Township for Members currently consists of the following:

- 3 shirts,
- 3 trousers,
- 1 belt,
- 1 badge,
- 1 jacket,
- 1 pair of shoes

Each Member shall also receive \$250.00 yearly for uniform maintenance. This shall be paid by a check of \$250.00 dollars paid by the 1<sup>st</sup> day of April. All other items of personal clothing shall be at the Member's cost, with the style and type being subject to the approval of the Fire Chief. Also, the Township has the right to change the style, type and design of any and all required uniforms, provided that the Township bears the initial cost of such change.

### **Section 3. Inspections and Replacement of Uniform Parts.**

The required uniform parts will be replaced or repaired on an as needed basis. Members shall maintain required uniforms in good and acceptable condition. For these purposes, Members shall produce all required uniforms at such time or times as may be directed by the Fire Chief. Members shall also report to their immediate supervisor uniforms which are worn out or damaged in the line of duty. Replacement of required uniform parts will be on a trade-in basis. Uniforms shall not be worn off duty, and Members shall, at their own cost, replace those uniform parts which are damaged through their neglect.

### **Section 4. Termination.**

Upon termination, Members shall return to the Department all turn out gear and equipment in good condition, less ordinary wear and tear.

## ARTICLE 17 - MINIMUM MANNING

Effective January 1, 2005, the minimum on duty strength shall be five (5). Within this 5 man minimum, there shall be a 3 man minimum being 3 full-time paramedics otherwise overtime shall be called. When overtime occurs, the OIC shall call part-time personnel first then full-time personnel. The entire shift of overtime shall be attempted to be filled first before breaking the shift into partial shifts. Vacancies of a short duration (two (2) hours or less) that drop the manning to less than five (5) shall be permitted. Forty (40) hour personnel, (i.e. Fire Chief and Part-time Fire Inspector) shall only be counted if available for immediate response.

## ARTICLE 18 - VACATION

### Section 1. Accrual of Vacation Time.

Members shall accrue vacation leave by pay period at the annual rate set forth in Section 2, below, based upon years of continuous full-time service. A Member may not use any accrued vacation until completion of one (1) year of continuous active service.

### Section 2. Accrual Schedule for Vacations.

The following vacation accrual schedule is established and Members shall accrue vacation by completed pay period in accordance with the following schedule:

<b>Length of Continuous Full-time Service</b>	<b>Rate for Earning Vacation Hours per Biweekly Pay Period</b>	<b>Maximum Vacation Hours Potentially Earned for Full Year at this Rate</b>
Less than 2 years	4.75 hours	123.5 hours
2 years but less than 6	6.33 hours/pay period	164.58 hours
6 years but less than 12	7.91 hours/pay period	205.7 hours
12 years but less than 16	9.50 hours/pay period	247 hours
16 or more years	11.08 hours/pay period	288 hours

### Section 3. Use of Vacation Time.

Vacation time shall be taken at such time or times at the discretion of and as may be approved by the Fire Chief or designee. When vacation time is used, it shall be deducted from the Member's credit on the basis of one-half hour for every one-half hour of absence from previously scheduled work. Vacation time may, if approved, be taken in multiples of one-half (1/2) hour after a minimum of one (1) hour is taken with each request.

### Section 4. Scheduling of Vacation Time.

A Member may take vacation time subject to the following rules:

1. Vacation preferences shall be scheduled with and are subject to the approval of the Fire Chief, and shall be submitted not later than March 1st of each calendar year, with scheduling preference being given to those Members having the greater number of years of continuous active service with the Township. Only one Member of a particular shift shall be on vacation at any one time;
2. Scheduled vacation preferences may be changed, provided, that such change does not result in changing, altering, or otherwise affecting the previously scheduled vacation preference of any other Member;
3. A Member who fails to schedule his vacation preference on or before March 1st of each calendar year may, subject to the approval of the Fire Chief, schedule his vacation after such time. However, such scheduling shall not result in any change, alteration, or otherwise affect the previously scheduled vacation preference of any other Member; Members shall submit a Request For Leave for desired vacation leave using separate forms for each pay period for open calendar vacation days (Those days open after annual picks). Vacation leave for open calendar vacation days shall be granted on a first come basis; provided that scheduling preferences shall be given to those Members having a greater number of years of continuous active service with the Township when two requests with the same date of filing occurs.
4. Members may request Instant Vacation at any time provided that no Member is already off on vacation. Instant Vacation is classified as 24 hours before the scheduled shift until the end of the scheduled shift. A member may not take instant vacation if it causes overtime.

**Section 5. Denial and/or Cancellation of Leave.**

Notwithstanding anything to the contrary contained herein or elsewhere, in emergency types of situations and those involving unforeseen and/or substantially changed circumstances, the Fire Chief shall have the authority to modify the number of personnel that may be off at any one time, while said situation and/or circumstance exists.

**Section 6. Carryover of Vacation Time.**

A Member shall be able to carry-over each year's accrued but unused vacation into the following year; provided, however, that at no time shall a Member accumulate more than three (3) times such Member's then current potential yearly entitlement. Any vacation accrued in excess of this limit which is unused at the end of a year shall be forfeited without pay; provided, however that if vacation in excess of this limit was unable to be used through no fault of the Member (such as in instances whereby previously scheduled vacation requests are canceled by the Fire Chief), then such excess vacation may be carried over into and shall be used in the following year.

**Section 7. Payment for Unused Vacation Time.**

Upon a break in service, payment for the unused vacation time credited to a Member for the calendar year in which the break occurs shall be made to such Member, with payment being based upon the Member's regular hourly rate at the time of the break in service. Maximum amount of accrued vacation payable at time of separation shall not exceed two (2) times such Member's then current potential yearly entitlement.

**ARTICLE 19 HOLIDAY TIME**

**Section 1. Holidays Recognized.**

A Member having six (6) months full-time continuous active service prior to the month in which a holiday occurs shall be entitled to holiday pay credit as set forth in Section 2 below for each of the following legal holidays which, shall occur and be credited at the following times:

1. the first day of January, known as New Years Day;
2. the third Monday in January, known as Martin Luther King Day;
3. the third Monday in February, known as Washington-Lincoln Day;
4. the day designated in the "Act of September 18, 1975", 89 Stat. 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;
5. the fourth day of July, known as Independence Day;
6. the first Monday in September, known as Labor Day;
7. the second Monday in October, known as Columbus Day;
8. the eleventh day of November, known as Veterans Day;
9. the fourth Thursday in November, known as Thanksgiving Day; and
10. the twenty-fifth day of December, known as Christmas Day.

**Section 2. Payment of Holiday Credit.**

Members shall work their regularly scheduled shift regardless of whether or not that shift occurs on a holiday. Members who do not work on a holiday shall be entitled to ten (10) hours of Holiday Credit for each holiday listed in Section 1 above. Members working a holiday shall be entitled to fifteen (15) hours of Holiday Credit for each holiday worked. Notwithstanding the foregoing, a Member who uses sick leave on a holiday, or the calendar day before or after that

holiday; shall not be entitled to any Holiday Credit for that holiday. On the last biweekly pay period in November of each calendar year, a qualifying Member shall receive a holiday bonus payment for the number of holiday hours accrued and credited to the Member during the applicable calendar year, with payment being based upon the Member's regular hourly rate as of that biweekly pay period. Each member will be paid for holidays worked from Thanksgiving Day of year previous to Veterans Day of the current year. (Example, Current year is 2012; each member will be paid accordingly for holidays from Thanksgiving Day 2011 to Veterans Day 2012). A Member who intends to terminate employment with the Township by means of resignation for any reason whatsoever shall provide the Fire Chief with at least two (2) weeks prior written notice of the Member's intended resignation. A Member providing the requisite two (2) week notice will be paid for any credited holiday time. Members who fail to provide the Fire Chief with the required two (2) week notice shall not be entitled to be paid for any credited holiday time. If a Member dies while in active service with the Township, any credited time shall be paid to the surviving spouse; otherwise, to the estate of the deceased Member. Members removed from Township service during a probationary period or pursuant to Ohio Revised Code Sections 505.38 and 733.35 et seq., shall not be entitled to be paid for any credited holiday time.

## **ARTICLE 20 - SICK LEAVE**

### **Section 1. Sick Leave Accrual.**

Except as otherwise provided herein, a Member shall be entitled to sick leave of eight (8.0) hours with pay for each biweekly pay period in which the Member is in active service with the Township. Notwithstanding the foregoing, if a Member is absent for sixty (60) consecutive calendar (not duty) days as a result of the use of sick leave (or as a result of a combination of sick leave and any other form of approved, paid leave), then the following shall occur:

1. Holidays occurring during such time shall be deducted from the Member's Holiday Credit without pay or compensation therefore and, in the event of any deficiency, the Board may, at its option, deduct such holiday time from unused vacation time and/or sick leave; and
2. The Member shall not be entitled to any funeral attendance leave.

If, after such sixty (60) day period, the Member returns to work, then such Member shall thereafter be entitled to the foregoing benefits upon such return only after such Member has actually worked a full and complete work period.

### **Section 2. Accumulation of Sick Leave.**

Sick leave may accrue and be accumulated and carried over from year to year without limitation.

### **Section 3. Use of Sick Leave.**

When sick leave is used, it shall be deducted from the Member's credit on the basis of one-half (1/2) hour for every one-half (1/2) hour of absence from previously scheduled work after a

minimum of one (1) hour is taken for each request. Sick leave with pay may be granted only upon the approval of the Fire Chief for the following reasons:

1. Sickness of the Member where such sickness renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant Member, where such condition renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the Member's pregnancy.
2. Injury to the Member where such injury renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the Member's employment with the Township.
3. Medical, dental, or optical consultation or treatment of the Member when the same cannot be obtained during off duty time, provided that the Member schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the Member's return to duty, the Fire Chief may require the Member to furnish a certificate from the doctor confirming the Member's attendance at the consultation or treatment.
4. Quarantine of a Member because of exposure to a contagious disease or chemical spills. The Member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick leave.
5. In the event a Member uses all injury leave time, and is still unable to return to duty, the Member may, with the approval of the Board of Trustees, use any sick leave and vacation time to which the Member is otherwise entitled.
6. The Fire Chief may, from time to time, require a Member to be examined and approved fit for duty by a licensed medical practitioner designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction. In such event, the Fire Chief may place the Member on sick leave or any other form of accrued paid leave or, if none, unpaid leave until a satisfactory medical certificate is received.
7. When sick leave is used, the Member shall notify the Member's immediate supervisor and/or such other person(s) as the Fire Chief may, from time to time, designate, of the Member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used,

which notification shall, except in cases of emergency making such notification impossible, occur no later than one (1) hour prior to the start of the Member's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Fire Chief. Failure to give notification one-half hour prior to the Member's assigned shift will be considered a "non-serious infraction" and be subject to the progressive discipline process.

8. If a Member's illness or injury results in a Member exhausting such Member's sick leave balance, the Member may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, Members unable to return to full duty may also be subject to removal by the Board.
9. Members failing to comply with any rule or regulation dealing with the use of sick leave (including, but not limited to, those outlined in this Article) may be refused payment for time otherwise taken as sick leave.

#### **Section 4. Payment for Unused Sick Leave.**

Except as otherwise specifically provided herein, upon a separation of service a Member shall not be entitled to receive any payment for any unused sick leave. Upon separation of service by a Member with at least fifteen (15) years continuous active service with the Township, or receipt of fire pension, or upon death occurring in the line of duty, a Member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for one-half (1/2) the value of the Member's accrued but unused sick leave, which payment shall be based upon the Member's regular hourly rate of pay at the date of retirement or death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the Member.

#### **Section 5. Verification of Sick Leave.**

Notwithstanding anything to the contrary contained herein, the Fire Chief may, from time to time, require evidence as to the adequacy of the reason for any Member's absence during the time for which sick leave is requested, including, but not limited to, a medical certificate from a licensed practitioner of the Member's choosing or, if specified by the Township, a medical certificate from a licensed practitioner designated and paid for by the Township verifying proper use of sick leave pursuant to the provisions hereof. Failure to furnish such a certificate at the time requested shall result in the Member forfeiting, without pay, the sick leave hours so used. Unless otherwise directed by the Fire Chief, sick leave usage of two (2) consecutive duty days (five (5) consecutive duty days for Members assigned to a 40 hour week) shall require a medical certificate from a licensed physician verifying the proper use of sick leave and clearing the Member's return to duty. This medical certification shall be given to the Fire Chief on the first day the Member returns to duty. In all cases, a Member will be required to furnish a written, signed statement to justify the use of sick leave. Furthermore, a Township representative and/or

designee may, at any time, call upon a Member at such Member's home or other place of confinement or convalescence while the Member is absent from work based upon a claim of sick leave use. If a Member uses sick leave on a holiday or on the day immediately preceding or following a Member's use of vacation or personal time, such Member shall, immediately upon the Member's return to duty, provide the Fire Chief with a signed certificate from a licensed practitioner which verifies the Member's proper use of sick leave. In all cases of sick leave usage, a Member shall furnish to the Fire Chief or designee a written, signed statement to justify the use of sick leave on the form prescribed by the Township. These forms will be made available to Members. Failure to submit this completed statement to the Fire Chief or designee immediately upon the Member's return to duty shall, in addition to being grounds for severe disciplinary action, result in the Member forfeiting, without pay, the sick leave so used.

### **Section 6. Abuse of Sick Leave.**

Sick leave is a privilege and falsification of a written request, physician's excuse or any other false statement, as well as any abuse of sick leave, shall be grounds for severe disciplinary action. As previously noted, the Township may, at any time and from time to time, require a medical examination of any Member whose illness or injury is used as a basis for a sick leave request. In addition, or in the alternative, a Township representative and/or designee may call upon a Member at such Member's home or other place of confinement or convalescence while the Member is absent from work based upon a claim of sick leave use. A Member suspected of abusing sick leave will be given an opportunity to explain the circumstances of the Member's use of sick leave.

1. Grounds for suspicion of abuse shall include, but not be limited to, information received by the Township that the Member is, or was, during any day for which sick leave is claimed:
  - a. Engaging in other employment; without prior approval from Fire Chief.
  - b. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
  - c. Present in a tavern or other place inconsistent with a claim of illness or injury;
  - d. Absent from home or place of confinement or convalescence when called or visited by a representative of the Township, except in cases where the Member can produce verification (such as a hospital or medical clinic admission or treatment slip or a dated receipt for the purchase of medicines from a pharmacy or an acceptable explanation) that the Member's absence was for reasons directly related to the treatment of such Member's illness or injury. A failure to answer the telephone or return the call within 2 hours

when called by a Township representative shall be deemed being absent from home and an actual abuse of sick leave, and shall be grounds for such disciplinary action as may be determined by the Fire Chief;

- e. Using sick leave on a holiday. Prior to returning to work the fire chief may request, an acceptable physician's medical certificate in accordance with this Article which satisfactorily verifies proper use of sick leave, then that particular absence shall not be deemed grounds for suspicion of abuse.);
  - f. Using sick leave immediately before and/or after a holiday or a Member's use of personal and/or vacation time. Prior to returning to work the fire chief may request, (Notwithstanding anything to the contrary, a Member using sick leave in this manner shall provide a certificate from the Member's own doctor, or if directed by the Fire Chief, from a physician designated and paid for by the Township, verifying proper use of sick leave pursuant to the provisions hereof. Failure to provide such a certificate upon the Member's first return to duty shall result in the Member forfeiting, without pay, the sick time and
  - g. Engaging in a pattern of sick leave use.
2. Actual abuse of sick leave (including, without limitation, failure to answer the telephone or return the call within 2 hours when called by a Township representative or verification as to the accuracy of any other ground upon which a suspicion of abuse was based) or falsification of either a written signed statement by the Member or a physician's certificate shall also subject a Member to severe disciplinary action, up to and including discharge.

#### **Section 7. Sick Leave Donation.**

Members may donate sick leave to and for use by other Members only in accordance with the terms of this Section 7.

- 1. A Member who has depleted all of such Member's sick leave may receive donated sick leave for use only up to the number of hours the Member is scheduled to work in a work period.
- 2. Members may request to donate their sick leave to another qualified Member if the donating Member:
  - a. voluntarily elects to donate sick leave and does so with the understanding that the donation will not be returned;

- b. donates sick leave no more than twice a year in increments of 24 hours, with the maximum donation not to exceed 48 hours in a calendar year;
  - c. has a sick leave balance of at least 500 hours following the donation; and
  - d. submits a fully completed and signed "Request to Donate Sick Leave Form" to the Fire Chief before the receiving Member's sick leave balance falls below 72 hours.
3. Donated sick leave hours will not be returned to a donating Member.
4. Members who resign or are terminated are not permitted to donate or otherwise transfer any remaining sick leave balance.
5. Any sick leave accrued by a Member while using donated sick leave shall be used before any additional donated sick leave is used.

#### **Section 8. Sick Leave Conversion.**

In January of each calendar year, a "qualifying" Member may, at the Member's option, elect to convert for payment up to seventy-two (72) hours at the rate of two (2) hours of sick leave which was accrued but unused in the prior calendar year for one (1) hour of pay. A Member electing such conversion shall submit a written request in January to the Board of Trustees or its designee specifying the number of unused sick leave hours accrued in the prior calendar year to be converted, not to exceed one hundred forty-four (144) hours. Requests for conversion received other than in January will be disregarded. All payments for converted sick leave hours will be based upon an hourly rate at the Member's annual salary as of December 31 of the previous calendar year. A "qualifying" Member is defined as a Member who: (1) has at least two (2) years of continuous active service; (2) maintains a minimum balance of at least 600 sick leave hours throughout the prior calendar year for which the conversion request is made; and (3) is actively participating in the Township's Physical Fitness Program as determined by the Fire Chief, in his sole discretion.

### **ARTICLE 21 - INJURY LEAVE**

#### **Section 1. Injury Leave with Pay.**

A Member shall be granted injury leave with pay not to exceed a maximum amount of 636 hours of regularly scheduled work for each service connected injury, provided that such injury is reported to the Member's immediate supervisor not more than seventy-two (72) hours from the time such injury occurs. Injury leave will be charged at the rate of one (1) hour for each work hour absent. The Board, in its sole and absolute discretion, may, from time to time, grant additional injury leave with pay when a Member has exhausted the amount of injury leave to

which the Member is entitled to under this Article. This additional grant shall be subject to such conditions as the Board may determine, which exercise of such discretion on the part of the Board is not grievable.

### **Section 2. Conditions.**

The term "service connected injuries" is defined as injuries incurred by the actual performance of duties in the performance of a Member's employment with the Township under such circumstances as would cause such injury to be compensable under the Workers' Compensation Law of the State of Ohio. Injuries occurring other than in a Member's scheduled and paid working hours shall be presumed to be non-service connected. If there is a reoccurrence of a previous service connected injury, the Member may be granted injury leave with pay not to exceed the balance of the applicable number of work hours stated above, provided that such reoccurrence is reported to the Member's immediate supervisor not more than seventy-two (72) hours after the time such reoccurrence occurs. Injury leave may only be granted and/or continued upon the approval of the Board of Trustees and such leave shall not be cumulative.

### **Section 3. Injury Leave Administration and Reporting.**

1. A report of the cause of all service connected injuries signed by the immediate supervisor and the Fire Chief shall be submitted to the Board as soon as practicable following the date the injury is reported by the Member. The Board may approve or reject the application, and in doing so, may require the Member to be examined by a physician of the Board's selection. Before any Member who has made application for benefits under this Article is entitled to receive any such benefits, he shall first make application for Workers' Compensation benefits or insurance proceeds from any compensation fund or insurance company to which the Township contributes. Pending a decision by the Board, an injured Member may be carried on sick leave and/or vacation leave, which leave shall be restored to the Member's credit upon certification by the Board that injury leave has been approved.
  
2. No Member shall be granted injury leave with pay unless authorized by the Board. The Board may, from time to time and in its sole and absolute discretion, require the Member to submit supporting documentation from the Member's attending physician and/or to be examined by a physician appointed and paid for by the Township, in which case, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. The failure to authorize such release shall be grounds for denial of injury leave. If, at any time, in the judgment of the Trustees, the Board, with justification, believes that the injury is such that the Member is capable of performing his regular duties or restricted duties during the period of convalescence, the Board shall so notify the Member in writing and deny and/or cancel the injury leave with pay.

3. As a condition precedent to the granting of injury leave, a Member shall immediately make appropriate filings for reimbursement from the Workers' Compensation program, or from any other compensation fund or insurance company to which the Township contributes, for any service connected injuries. If directed by the Township, such filing(s) shall include requests for any available compensatory program designated to compensate workers for lost wages. Thereafter, the Member shall endorse over to the Township any benefits received there from which extend over the same time period for which the Member was paid injury leave. In furtherance of these provisions and in compliance with the rules and regulations of the Ohio Bureau of Workers' Compensation, a Member shall execute a written agreement reflecting the provisions of this section.
4. In the event a service connected injury is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the Member shall be charged with all time lost from work against his accumulated sick leave time or, secondarily, against any other forms of accrued paid leave time. If the Member does not have accumulated sick leave and/or any other form of accrued paid leave to cover all or any part of the time off, to and including the date the claim is disallowed, then any monies paid to such Member by the Township as injury leave under this Article shall be repaid by the Member to the Township.
5. Members are also required to attend scheduled medical appointments, adhere to medical restrictions at work and away from work, and participate in, when appropriate, in the design of a Member's Transitional Work Program, as established by the Township, in its sole and absolute discretion.
6. Any on duty injury paperwork should be kept by the fire chief in the personnel files. A copy should be made for the injured member and be hand given to the injured member.

#### **Section 4. Accrual of Benefits.**

A Member who is granted injury leave under the terms of this Article shall not accrue or be entitled to any of the following benefits while on injury leave:

1. Holidays occurring while on injury leave shall be deducted from the Member's holiday credit without pay or compensation therefore and, in the event of any deficiency, the Board may, at its option, deduct such holiday time from unused vacation time and/or sick leave;
2. A Member shall not be entitled to funeral leave while on injury leave.

3. Sick Leave.

## **ARTICLE 22 – SPECIAL LEAVE**

In addition to other leaves authorized herein, the Board of Trustees may, in its sole and absolute discretion, authorize special leaves of absence without pay, which exercise of discretion on the part of the Board of Trustees is not subject to challenge, appeal or review.

## **ARTICLE 23- FUNERAL LEAVE**

Each Member shall be entitled to time off with pay (funeral leave) for a death in the Member's family in accordance with this Article. A Member shall be entitled to forty-eight (48) hours of funeral leave for the death of the following: spouse, child, grandchild, brother, sister, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, or stepchild. A Member shall be entitled to twenty-four (24) hours of funeral leave for the death of the following: grandparent, spouse's grandparent, brother-in-law, sister-in-law, aunt, uncle, stepbrother, stepsister, half-brother, half-sister. Any additional time off shall be approved by the Fire Chief and, if approved shall be deducted from the Member's accumulated sick leave. Furthermore, upon request of a Member, the Fire Chief may, from time to time and in the sole and absolute discretion of the Fire Chief, approve a Member's use of sick leave for the purpose of attending the funeral of a person not otherwise defined as being in a Member's immediate family. The Fire Chief's decision shall be on a case by case basis and may not be appealed or otherwise challenged by a Member.

## **ARTICLE 24 - MILITARY LEAVE**

Requests for military leave and compensation, if any, relating thereto, will be governed by applicable law.

## **ARTICLE 25 - JURY LEAVE**

A Member summoned to jury duty pursuant to Chapter 2313 of the Revised Code of Ohio, or any future statute of like tenor and effect, shall be granted a leave of absence with pay for actual jury service, provided that such Member gives reasonable notice to the Fire Chief of the receipt of the summons prior to the commencement of such Member's service as a juror. Members shall be paid their regular salary for the period of such jury service. When a Member is required to report for jury duty on a day following the Member's regular shift, the Member shall be relieved of duty with pay at approximately 2300 hours the night before. If the Member is excused from jury duty before 1700 hours on the Member's regular duty day the Member shall return to duty for the remainder of the shift, or until 2300 hours, if required to report for jury duty again the following day. If the Member is excused from jury duty after 1700 hours on the Member's regular duty day and is required to report for jury duty again the following morning, the Member shall be relieved for the entire shift. Upon receipt of payment for jury service, the Member shall

submit jury duty fees to the Fire Chief who will then deposit such funds with the Township Fiscal Officer.

## **ARTICLE 26 - WITNESS DUTY LEAVE**

Time off with pay shall be permitted to any Member for any time required as a witness in any proceeding where the Member is called to testify as a result of the Member's duties and/or position with the Township Fire Department. If required to so appear on a non-scheduled day, the Member shall be paid the overtime provisions for time consumed in such appearance, in accordance with Article 9. Upon receipt of payment for any witness fees, the Member shall submit the witness fees to the Fire Chief who will then deposit such funds with the Township Fiscal Officer.

## **ARTICLE 27 - TRADES**

If a Member assigned to the three platoon schedule, with the prior approval of the Fire Chief or his designee, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member in the same capacity, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. Members shall submit a Request for Trade of Time form to the Fire Chief for approval prior to the shift where the trade is to occur; provided that Instant Trades may be approved by the Chief or O.I.C., in their discretion, if staffing is not compromised.

The Department is permitted, but not required, to keep a record of the hours of the substitute work. No Member shall be permitted to have another Member substitute for him once the Member has submitted a letter of resignation or has otherwise manifested his intention to leave Township employment. Substitutions shall be subject to the following additional criteria:

1. There shall be no paid substitutions. In other words, substitutions, if approved, shall be limited to Members working in the place of other Members.
2. Substitutions shall only occur between Members of equal rank.
3. Trades shall not compromise staffing of companies.
4. Members shall be limited to ten (10) trades per calendar year subject to the approval of the Fire Chief.
5. Members shall not trade for more than three (3) 24 hour consecutive shifts unless approved by Fire Chief.
6. If a member who agreed to the trade is absent, the member who agreed to the trade is charged the time from their sick leave bank and the original member is not punished.

7. The trading of time is a privilege – not a right – and may be granted or disapproved at the sole and absolute discretion of the Fire Chief or his designee.
  
8. In the event that an employee is not able to report for duty by the start of their assigned shift, a “Summary Trade” may be utilized. A summary trade may be utilized at any time up until the beginning of an employee’s duty shift i.e. 0700 hours on the day of that the trade will be used. The employee seeking the “summary trade” may contact another employee to seek the trade OR contact the Officers In Charge on station (be it the officer from the off-going or on-going shift) and request them to inquire about the trade on the employee’s behalf from personnel who are able to perform the trade. An employee accepting the trade without an officer’s knowledge will notify the officers in charge that the trade is taking place. This form of trade will be approved by the officer “on the spot” with the understanding that documentation on the trade will be produced at a time when the two employees involved in the trade are present together at a later time. The officer in charge will approve two of these “summary trades” per employee, per year. The Fire Chief will maintain a record of these trades either directly or through delegation to the shift officers. This record will be coordinated amongst the fire chief and officers to ensure that it is current for each employee and this record will be readily produced to any employee requesting to view it. Requesting a “summary trade” is not a guarantee that the trade will be accepted by another employee and henceforth granted. An employee who is unable to secure a “summary trade” and is consequently not present for the start of their assigned duty shift will be counted as “not present” and will be documented as being late. This instance will fall under Article 8 as a “non-serious infraction” and be subject to the progressive disciplinary procedure wherever that employee may be in that procedure.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

**Section 1:** A grievance shall be defined as a dispute solely pertaining to the interpretation, or application of the specific provisions of the collective bargaining agreement.

**Section 2:** Grievances shall be processed in the following manner:

Step 1- The grievance shall first be submitted to the Fire Chief in writing within ten (10) calendar days after the event giving rise to the grievance occurred, or was first known to the grievant, except that if the Fire Chief is not available, the grievance may be submitted to the Assistant Fire Chief or the Fire Chief’s Administrative Assistant with acknowledgment of receipt. If the Fire Chief, Assistant Fire Chief, and the Fire Chief’s Administrative Assistant is not available on the tenth day, the time for filing will be extended for the period of time until the Fire Chief, Assistant Fire Chief or the Fire Chiefs Administrative Assistant is available to receive

the grievance. The Fire Chief or designee shall give their answer to the grievant and the Union President within ten (10) calendar days from the date of its submission.

Step 2- If the answer in Step 1 is not satisfactory to the grievant and the Union, non-disciplinary matters can be appealed to the Vice Chair of Board of Trustees. Such request shall be made in writing to the Vice Chair of Board of Trustees within ten (10) calendar days of the Unions receipt of the Fire Chief's answer to Step 1 of the grievance procedure. The Vice Chair of Board of Trustees will answer within ten (10) calendar days from the date of the Step 2 meeting.

**Section 3:** Any grievance, which is not resolved through the grievance procedure, may be submitted to arbitration upon the request of the Union. Such request shall be made in writing to the Township within ten (10) calendar days of the Union's receipt of the Fire Chief's answer to Step 1 of the grievance procedure, or the Vice Chair of Board of Trustees answer to Step 2 for non-disciplinary matters.

**Section 4:** Upon the conveyance of the request for arbitration, the parties shall request a panel of seven (7) names from the Federal Mediation and Conciliations Service. Upon receipt, the parties shall meet for the purpose of selecting the arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall first strike from the list of names submitted. The other party shall then strike and the procedure continued with alternate striking of names. The last remaining name shall be appointed the arbitrator.

**Section 5:** The arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principals of the grievance will be afforded an opportunity at the hearing to present their respective cases. Upon the close for the hearing the arbitrator shall, within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. The Arbitrator shall have no authority to alter, amend, modify, add to, or subtract from the specific provisions, or terms, of the collective bargaining agreement.

**Section 6:** All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible.

**Section 7:** The decision of the Arbitrator shall be final and binding upon the Union, the employees, and the Township.

**Section 8:** Any cost in obtaining the list of arbitrators shall be divided equally between both parties

**Section 9:** Expenses, if any, of the witnesses shall be borne by the party calling the witness.

**Section 10:** 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, or request a copy of any transcript.

**Section 11:** Arbitration fees and expenses are to be split equally by both parties.

**Section 12:** It is understood that the parties involved in each step of the grievance may, by mutual agreement in writing, extend the time limits imposed on the specific step at which the grievance is being processed. In the absence of mutual extension, a grievance will move to the next step in the grievance procedure if a response is not forthcoming within the specified time limits. In the absence of mutual extension, the Township may, at any step where a response is not forthcoming within the specified time limits, presume the grievance to have been dropped with prejudice.

**Section 13:** A grievant has the right to Union representation at each step of the grievance.

**Section 14:** A grievance may be withdrawn by the grievant, or the Union, at any time from the grievance procedure. The withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to the grievance or any other grievance.

## **ARTICLE 29 - SENIORITY LIST**

The Fire Chief shall provide a current seniority list to the Local by January 1st of each year and at the time of any personnel changes.

## **ARTICLE 30 - PHYSICAL HEALTH AND FITNESS**

### **Section 1. Physical Fitness Program.**

In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and Union to ensure that Members possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township and Union will collaborate to develop and implement a physical fitness program ("PFP"). Subject to the provisions below, the purpose of PFP is not punitive in nature, and it is not the intention of the Township to discipline participating Members who are physically capable of performing the Members' duties, but who nevertheless do not meet targeted physical fitness objectives of the PFP.

1. The Union, a Member(s) and/or an outside agency may be required to assist in the development, implementation and monitoring of the PFP; subject, however, to the right of the Fire Chief to approve or disapprove any action which, in the Chief's opinion, inhibits the Fire Department's ability to respond to emergency calls.
2. It is anticipated that the PFP will consist of numerous factors, including physical assessments, testing, examinations and fitness training. Members shall, to the best of their ability, cooperate with and participate in all phases of the PFP.

3. A Member who does not meet the physical fitness criteria established by the PFP may be required to follow a specified physical fitness program. Members directed to follow such program will be subject to on-going evaluation in order to monitor the Member's progress toward meeting the fitness criteria.
4. A participating Member who is physically capable of performing the essential job duties will not be disciplined for failing to meet the targeted physical fitness criteria. However, a Member will be disciplined for failing to either cooperate with or participate to the best of their ability in the PFP.
5. Members passing an annual Physical Fitness Test based upon the PFP, will receive a \$1,000.00 bonus to be added to the Holiday Bonus pay.

The Wellness Test will consist of a 1.5 mile run, push ups, crunches or sit-ups, and pull ups. The testing will be age based with timed events. There will be an alternate test for those who are unable to run due to medical reasons. The alternate test will consist of a 2.5 mile walk. Members unable to run must have a doctor's excuse given and approved by the Fire Chief 10 days prior to testing. Those members doing the walk will be required to walk the entire exam; you will not be permitted to jog/walk. If member attempts to jog/walk they will be failed immediately.

The Wellness Test will be administered once a year. Test will be mid – April. Members must participate on dates set by Chief/Union any member unable to participate on the set wellness dates must give Chief a written request 10 days prior to testing. Each event is pass/fail and if a member fails an event, he/she shall only have to be retested in failed event. Retesting will take place 4 weeks after original test. Members must pass both exams to receive the Wellness Bonus which is in the amount of \$1000.00. There will be no penalty for failing the Wellness Test. Every member will participate in each event regardless of failure or not. Participation is strongly encouraged

## Wellness Test Standards

AGE	< 30	30 - 39	40 – 49	50 – 59	60 +
<b>PUSH - UPS</b>	47	43	39	35	33
<b>CRUNCHES</b>	52	48	42	38	36
<b>PULL – UPS</b>	7	5	5	3	3
<b>1.5 MILE RUN</b>	12:33	12:53	13:36	14:52	16:22
<b>2.5 MILE WALK</b>	0:33:15	0:34:15	0:35:15	0:36:15	0:37:15

### Section 2. Occupational Health Program.

The Township may, at its option, institute and require Members to participate in an occupational health program designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may be determined.

### **Section 3. Annual Physical Examination and Fitness for Duty.**

#### **Section 3.1:**

The Township and the Union recognize the need for Members of the Bargaining Unit to be in good physical condition. In addition to participation in the PFP, Members shall undergo an annual physical examination. The standards contained in NFPA 1582 (as may be amended from time to time) shall be used as a guideline for Members. Members shall attempt to be able to perform the essential functions (i.e. job tasks) contained in NFPA 1582, as well as other any other duties that may be required by the Township for the Member's position. Notwithstanding anything to the contrary contained in NFPA 1582, the annual physical examination shall be paid for and conducted by a licensed physician designated by the Township. In addition to the annual physical, the Fire Chief may require a Member to be examined and approved fit for duty by a physician designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction due to a chronic medical (i.e. mental) condition.

In the event the Township's designated physician, as part of the annual physical examination or as a result of the Fire Chief seeking a Fitness for Duty determination, determines the Member is not mentally able to perform the Member's essential duties of his or her position and the Member disagrees with the determination, the Member may obtain, at his or her cost, an opinion from a physician selected by the Member. If the second opinion differs from the original determination, the Fire Chief may require that the Member obtain a third opinion from a physician designated and paid for by the Township. The opinion of the third physician shall be final and binding on both the Township and Member. In the case of each such examination, the Member shall authorize the release to the Fire Chief the results of each examination and all records arising therefrom.

#### **Section 3.2 Failing of Annual Physical Exam other than Bruce protocol METS test:**

If, as a result of such examination(s), it is determined that the Member is not mentally capable of performing the Member's duties as a Firefighter, the Member will be given up to a three (3) month period of time to rehabilitate his condition or whatever time period the physician deems necessary for proper rehabilitation. During this rehabilitation period, the Township may reasonably accommodate the Member and assign him to any suitable position to the extent such accommodation is practicable within the Department. If no position is available, the Member shall utilize sick leave and vacation leave, or, alternatively, such other paid leave time as may be available to the Member. During any rehabilitation period, the Fire Chief may require the Member to provide progress reports from the Member's attending physician and/or to submit to an examination(s) by a physician designated and paid for by the Township. In all cases, the Member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising there from. If, at the end of the rehabilitation period, or such longer period as the Member is able to utilize as a result of paid leave accrued to his credit, the Member remains unable to perform his or her duties, the Member shall be separated from service.

While a member of the L3755 bargaining unit may not be removed from duty for poor performance on a physical fitness exam, it should be understood that a personal responsibility remains with each member. Each member will understand that the duties essential to their

position put them, as well as other members, at risk for serious injury and/or death. Maintaining an excellent physical condition is imperative to performing these duties and mitigating possible risks and life threats.

During an annual physical fitness exam each member has the opportunity to confer with and be evaluated by a physician about their individual health and wellness. Should a concern arise about the general health and well-being of an individual in the bargaining unit, it is that individual's responsibility to take the necessary steps to resolve that concern with the cooperation and aid of the administration. These steps may include but are not limited to the following:

- implementing a physical fitness regimen
- seeking injury leave
- engaging in physical therapy
- using sick leave and/or vacation leave

While not punitive, the annual physical is still a valued tool in maintaining and improving the overall physical fitness of the bargaining unit. This helps to ensure the safety of all members, in all situations.

## **ARTICLE 31 - DRUG-FREE WORKPLACE**

### **Section 1. Policy.**

The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other Members and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all Members to report for work in a condition to perform their duties; and to expect Members to comply with all federal, state and local alcohol and drug laws. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

1. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances.
2. The use, sale, transfer or possession of alcohol while on the job or Township property or work site is prohibited. Property includes Township vehicles as well as private vehicles on Township property or work sites.
3. Members are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to Members taking prescription or over-the-counter medication that may cause impairment

unless such medications are disclosed to the Fire Chief or supervisor prior to beginning work and the Member is permitted to begin work notwithstanding the taking of such medication. Members who are determined to be unfit may be released from duty and sent home.

4. Off-the-job use of alcohol which could adversely affect a Member's job performance or which could jeopardize the safety of other Members, the public, or Township facilities, or where such activities adversely affect the public trust in the ability of the Township to carry out its responsibilities, is also prohibited.
5. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance and attendance are affected will not be tolerated. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

## **Section 2. Testing Procedures.**

Upon reasonable suspicion that a Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a screening test(s). Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom indicating the Member in question has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job. Reasonable suspicion is conclusively presumed to exist in the event of a motor vehicle accident resulting in serious property damage or personal injury. If the test(s) is positive, indicating that the Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a confirmatory test. A positive result from an alcohol test means the detection at levels in excess of the threshold levels set forth in Ohio Revised Code Sections 4511.19(A) and (B), respectively. The Fire Chief may place a Member on administrative leave without loss of pay before the time the confirmatory test results are complete. Screening and confirmatory tests shall be made only by persons or institutions qualified to administer such a test. A Member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such Member's supervisor in advance of assuming the Member's duties. The Township shall have the right to promulgate such other and/or additional procedures, not inconsistent with the provisions contained within this Article, with respect to sample collection, chain of custody procedures, and the like.

## **Section 3. Test Results.**

If the screening and confirmatory tests are positive, the Township may discipline the Member up to and including discharge for a first offense. Furthermore, a Member who refuses to submit to

any ordered test shall be deemed insubordinate and shall be subject to disciplinary action up to and including discharge.

**Section 4. Counseling and Rehabilitation Program.**

A Member who notifies the Department of such Member's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. A Member participating in such a program will be allowed reasonable use of such Member's accrued but unused sick leave, and/or vacation leave for absences due to actual participation. If no such leave time is available, the Member may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. A Member approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program at the Member's own cost. While participating in such a program, the Member shall be required to authorize the release of sufficient information so as to enable the Fire Chief and/or Board of Trustees to determine that the Member is actively participating in and/or has completed such program. Upon completion of the program, a Member shall be retested in order to demonstrate that the Member is no longer abusing any prohibited substance. If the retest demonstrates that the Member is no longer abusing any prohibited substance, the Member may be returned to an available position for which the Member qualifies. Furthermore, the Member shall be subject to periodic retesting for drugs and alcohol upon such Member's return for a period of five (5) years. A Member shall be subject to disciplinary action up to and including discharge if the Member: (1) refuses to take a screening or confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within five (5) years after the Member's return to work upon completion of an approved counseling and rehabilitation program.

**Section 5. Confidentiality.**

Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable state and federal law.

**Section 6. Costs.**

The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the Fire Chief.

**Section 7. Policy Modifications.**

The parties understand that The Bureau of Workers' Compensation ("BWC") may provide incentives to those employers implementing a Drug-Free Workplace Program. The Township shall have the right to modify the provisions of this Article 31 in order to qualify for any such BWC incentive, including premium discounts. The Union will cooperate with the Township in pursuing any such incentive. The Township will notify the Union of any required modifications prior to implementation.

## **ARTICLE 32 - LAYOFF AND RECALL**

### **Section 1. Notification to Union.**

In case the layoff of Members is anticipated, the Township shall notify the Union of the impending layoff. The Township and the Union shall meet to discuss possible alternatives.

### **Section 2. Layoff Notice.**

Affected Members shall receive notice thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the rationale for the layoff and whether the layoff is to be of a permanent nature (i.e., expected to be of more than one year's duration).

### **Section 3. Layoff Order.**

The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of Members in a particular rank are necessary, such Members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior up to the number of Members that are to be laid off. A Member in a higher rank with more Departmental seniority may displace a less senior Member in the next lower rank, and in succeeding lower ranks, until the youngest Member(s) in point of service are laid off. In all cases, Members who bump into a lower classification (and/or rank) carrying a lesser salary than that previously held shall only be entitled to the salary established for that particular classification (and/or rank) into which the Member bumps. In all cases of layoffs, part time personnel will be laid off first before any full time members are laid off.

### **Section 4. Recall List.**

Members who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform and the work in the job classification to which they are recalled without further training or certification. A member must notify the chief of any change in address or phone number to be considered on the recall list.

### **Section 5. Notice of Recall.**

Notice of recall shall be sent to the Member by certified mail with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Member. It shall remain the Member's obligation to notify the Township of any changes of address. In order to preserve rights to reinstatement, the Members must notify the Fire Chief in writing of the intention to return to duty with the Concord Township Fire Department. The notification of the intention to return to work must be received by the Fire Chief no later than twenty-one (21) days after the Notice of Recall is sent to the Member.

**Section 6. Effect of Recall.**

A Member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the Member was laid off, provided that the Member is recalled and timely returns to work during the duration of the recall list. However, a Member shall receive no service credit for time spent in layoff. A Member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the Member's years of service, provided that no Member shall be entitled to return to such Member's former rank, shift and/or unit. If, during the five (5) year duration of the recall list, a Member is recalled to a rank lower than that previously held at the time of the layoff, then should the Member's former rank be reestablished and become available during the five (5) year duration of the recall list, such Member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one Member who previously held such rank, then the appointment shall be based upon seniority in that rank; provided, however, that ties in seniority within a rank will be broken based upon total seniority in the Concord Township Fire Department. In all cases, a Member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Fire Department.

**Section 7. Seniority.**

For purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous active service as a sworn, regular, full-time Firefighter/Paramedic, Lieutenant/Paramedic and/or Station Captain/Paramedic appointed pursuant to Ohio Revised Code 505.38 in the Concord Township Fire Department. Once continuous service is broken, a Member loses all previously accumulated seniority. Continuous service shall be deemed broken when a Member resigns, retires, is discharged or fails to timely return to work after an approved leave of absence. Ties in seniority with other Members shall be resolved by listing Members' last names in alphabetical order beginning with the letter "A".

**ARTICLE 33 - LABOR RELATIONS MEETINGS**

**Section 1. Labor Relations Meetings.**

The Township and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

**Section 2. Labor Relations Committee.**

There is hereby established a Labor Relations Committee which shall consist of not more than five (5) persons appointed by the Board of Trustees and five (5) persons appointed by the Union. The Committee may meet quarterly upon the call of either party and at any other time as the parties may mutually agree.

**Section 3. Authority.**

The Committee's authority shall be limited to discussion, exploration and study of subjects mutually agreed to between the parties. The Committee shall have no authority to bargain for the Union and the Township, or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

**ARTICLE 34 - SAFETY AND HEALTH**

The Employer and the Union agree to cooperate to the fullest extent in the promotion of health and safety. Members shall forward any concerns they have to the Labor Relations Committee to be addressed as set forth in Article 33.

**ARTICLE 35 - SPECIAL DUTY**

Special duty is defined as employment by a separate and independent employer of a Member performing fire protection or other related activities under provisions whereby the Township: (a) requires the Members be hired by a separate and independent employer to perform such duties; (b) facilitates the employment of such Members by a separate and independent employer; or (c) otherwise affects the conditions of employment of such Members by a separate and independent employer. From time to time, Members may be called upon to provide special duty to the community or separate and independent employer on a limited and date specified basis. All special duty requests must be submitted to and approved by the Fire Chief forty-eight (48) hours in advance of the time the special duty is to be commenced. Once approved, the Department will distribute special duty time to Members requesting the time as may, from time to time, be provided in the rules and regulations of the Department. If a Member, solely at the Member's option, agrees to be employed on special duty, the hours the Member is employed by the separate and independent employer in fire protection or related activity shall be excluded by the Township in the calculation of the hours for which the Member is entitled to overtime compensation.

**ARTICLE 36 - MISCELLANEOUS PROVISIONS**

**Section 1. Entire Agreement.**

This Agreement contains the entire understandings between the parties and supersedes any prior understandings, practices or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto related to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties. To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Agreement and all matters relating thereto and contained therein shall be made by the Board and such interpretations, determinations, and decisions on any such matter shall be final and binding on all persons.

### **Section 2. Leap Day.**

For those Members assigned to and working an average 48 hour work week, Leap Day will be divided into three (3) platoon shifts of eight (8) hours each, with Members working the shift assigned by the Fire Chief. All other Members shall work at such time or times as may be directed by the Fire Chief. Each member shall be paid the overtime rate for the time worked on the day of Leap year or have the option of deferring the overtime to the compensatory time bank.

### **Section 3. Gender and Number.**

Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

### **Section 4. Counterparts.**

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Section 5. Term of Agreement.**

The term of this Agreement shall be for a period of three and one-half (3 1/2) years, commencing on July 1, 2012 and terminating at midnight, December 31, 2015.

### **Section 6. Copies.**

As soon as practicable following the signing of this Agreement, the Township and the Union shall have printed twenty (20) copies of this Agreement. Five (5) copies shall be provided to the Township, and the remainder shall be provided to the Union for distribution to Members. The actual cost of printing this Agreement, and any future printing that the parties may later agree to be necessary, shall be shared equally by the parties. The Union shall be responsible for distributing copies to all Members.

## **Section 7. Purchase of Uniform Badges and Helmet.**

Any Member, who honorably retires or resigns from active service in good standing with the Concord Township Fire Department, may purchase his or her uniform badges and helmet from Concord Township. The total cost of the badges and helmet shall be the sum of \$1.00. If any member passes during active service, his/her family will be given the option of the purchase of uniform badges and helmet.

## **ARTICLE 37 - DEFINITIONS**

1. "Active service" shall mean the time during which a Member is employed by the Township on a full time basis as a sworn, regular, full-time Firefighter, Lieutenant and/or Captain appointed pursuant to Ohio Revised Code Section 505.38 and is paid, or entitled to payment, for the performance of duties for the Township, including that time during which a Member is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled non-working days, vacation, holidays, and leaves of absence with pay. Notwithstanding anything to the contrary contained in this Agreement and unless otherwise specifically required by law, in no event shall the time during which a Member is in active service with any other department other than that department in which the Member is presently employed be deemed to be time spent in active service in any different department.
2. "Anniversary date" shall mean the first day following the first 365 days of continuous active service by a Member with the Township and, if applicable, on the same date of each calendar year thereafter.
3. "Break in Service" shall, unless otherwise provided by the Board in the granting of a special leave, mean that period of time commencing on the date on which a Member is not entitled to payment for the performance of duties for the Township or on that date on which the Member's employment with the Township is terminated. In the event of a break in service, the Member may be subject to removal proceedings as provided for in this Agreement and/or applicable law; provided, however, that time spent while on suspension shall not be deemed a break in service, except that such time shall not be credited as time spent while in active service with the Township; and further provided that time spent while on suspension shall not be credited for purposes of seniority.
4. "Board" shall mean the Board of Trustees of Concord Township, Delaware County, Ohio.

5. "Continuous active service" shall mean that consecutive period of time during which the Member is in active service with the Township.
6. "Fire Chief" shall mean the individual designated as holding the rank of Fire Chief in the Concord Township Fire Department.
7. "Hours worked" shall mean those hours actually worked by a Member as a sworn, regular, full-time Firefighter, Lieutenant and/or Captain of Concord Township, provided that such hours are scheduled with and approved by the Township. Except as may otherwise specifically be provided for herein in cases of "paid status", the term "hours worked" is further intended to clarify that overtime payments are based solely on hours actually worked within a particular work period.
8. "Lieutenant" shall mean those individuals designated as holding the rank of Lieutenant in the Concord Township Fire Department.
9. "Paid status" shall include work hours as well as all hours in paid status while on the following approved paid leaves: sick leave, injury leave, military leave, funeral leave, jury duty leave, holiday leave and vacation leave.
10. "Permanent appointment" shall mean a Member employed by the Township on a full-time basis as a sworn, regular, full-time Firefighter, Lieutenant and/or Captain appointed pursuant to Ohio Revised Code Section 505.38.
11. "Regular hourly rate" shall mean that figure obtained by reducing a Member's annual base salary (as shown in Article 10) to the equivalent hourly rate of pay as provided by the Fair Labor Standards Act and the regulations promulgated thereunder, provided that the regular hourly rate of pay shall not include payments for time not worked, including, but not limited to, vacation pay, sick pay, longevity pay, funeral leave, jury leave, bonuses, holiday pay, overtime premium pay, fringe benefit costs, uniform allowances and the like. The regular hourly rate, by salary and hours, is shown on Attachment A.
12. "Retirement" shall mean the date a Member retires or is retired from active service with the Township with at least twenty-five (25) years of total active service as a Member with the Township and has attained his forty-eighth (48) birthday, or who has thirty (30) years of total active service as a Member with the Township, or who otherwise qualifies for and receives full retirement benefits under Ohio Revised Code Chapter 742.

13. "Captain" shall mean those individuals designated as holding the rank of Station Captain in the Concord Township Fire Department.
14. "Township" shall mean Concord Township, Delaware County, Ohio.
15. "Work period" shall mean that period of time as may, from time to time, be established by the Board for purposes of computing overtime compensation, which period shall, unless otherwise required by law, consist of twenty-one (21) consecutive calendar days.
16. "Year of active service" shall mean twelve (12) consecutive full calendar months during which a Member is in active service with the Township.
17. "Years of continuous active service" shall mean the number of consecutive twelve full calendar month periods during which a Member is in active service with the Township.

**BOARD OF TRUSTEES:**

JOE GARRETT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

KAREN KOCH, CHAIR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BART JOHNSON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**UNION LOCAL 3755:**

PRESIDENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

UNION  
REPRESENTATIVE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

UNION  
REPRESENTATIVE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CONCORD TOWNSHIP PROFESSIONAL FIREFIGHTERS  
LOCAL 3755**



**PRESIDENT:** Gabe Hafner • **VICE PRESIDENT:** Lane Berlin  
**SECRETARY:** Micah Werling • **TREASURER:** Chad Mast

**Proposed Contract Changes to Agreement between  
Concord Township Firefighters Local 3755 and Concord Township, Delaware Ohio**

1. Contract will be a 3 ½ year contract dated July 1<sup>st</sup> –December 31, 2015 and will include the contract dated January 1, 2010-December 31, 2011 and the addendum dated January 1, 2012-June 30, 2012.
2. Leap Year- Article 36, Section 2, Add “Each member shall be paid the overtime rate for the time worked on the day of Leap year or have the option of deferring the overtime to the compensatory time bank.
3. Vacation, Sick leave, Compensatory time: Change in each of the preceding Articles to reflect, “Each member can use time from each accumulated time bank in ½ hour increments after a minimum 1 hour is taken for each request.”
4. Insurance: Article 15: Add: “Throughout the duration of this contract, it is agreed upon that the members of 3755 will have their insurance provided by the township at no cost to the member. The Health Reimbursement Account will continue to also be provided to the member without change from previous reimbursement rates. Any change must be mutually agreed upon by both parties.”
5. Raises to go into effect January 1 of each year: 2012: 0%, 2013: 2%, 2014: 3%, 2015: 3%
6. Pension Pickup to go into effect January 1 of each year: 2012 0%, 2013 2%, 2014 2%, 2015 2%, each year that the members pickup additional pickup, the township will compensate the members “percent for percent” with an increase in hourly rate.
7. Seniority List agreed upon in last contract will be posted.
8. Items in the Addendum dated January 1<sup>st</sup> , 2012 through June 30, 2012 would be added into contract.

**Mutually agreed on Items that are unwritten in contract but agreed to during negotiations:**

1. There will be a promotional exam to fill officer vacancies in the year 2012.
2. Training will be “opened up” so that individuals will be able to attend various training events as approved by Chief Cooper.

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**FIRE STATION 340  
7943 DUBLIN ROAD  
DELAWARE, OHIO 43015  
(740) 881-5997**

Township, and the remainder shall be provided to the Union for distribution to Members. The actual cost of printing this Agreement, and any future printing that the parties may later agree to be necessary, shall be shared equally by the parties. The Union shall be responsible for distributing copies to all Members.

**Section 7. Purchase of Uniform Badges and Helmet.**

Any Member, who honorably retires or resigns from active service in good standing with the Concord Township Fire Department, may purchase his or her uniform badges and helmet from Concord Township. The total cost of the badges and helmet shall be the sum of \$1.00. If any member passes during active service, his/her family will be given the option of the purchase of uniform badges and helmet.

**ARTICLE 37 - DEFINITIONS**

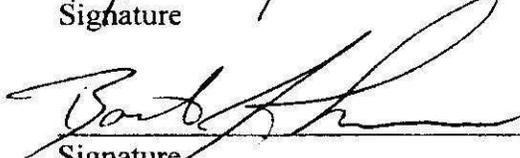
1. "Active service" shall mean the time during which a Member is employed by the Township on a full time basis as a sworn, regular, full-time Firefighter, Lieutenant and/or Captain appointed pursuant to Ohio Revised Code Section 505.38 and is paid, or entitled to payment, for the performance of duties for the Township, including that time during which a Member is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled non-working days, vacation, holidays, and leaves of absence with pay. Notwithstanding anything to the contrary contained in this Agreement and unless otherwise specifically required by law, in no event shall the time during which a Member is in active service with any other department other than that department in which the Member is presently employed be deemed to be time spent in active service in any different department.
2. "Anniversary date" shall mean the first day following the first 365 days of continuous active service by a Member with the Township and, if applicable, on the same date of each calendar year thereafter.
3. "Break in Service" shall, unless otherwise provided by the Board in the granting of a special leave, mean that period of time commencing on the date on which a Member is not entitled to payment for the performance of duties for the Township or on that date on which the Member's employment with the Township is terminated. In the event of a break in service, the Member may be subject to removal proceedings as provided for in this Agreement and/or applicable law; provided, however, that time spent while on suspension shall not be deemed a break in service, except that such time shall not be credited as time spent while in active service with the Township; and further provided that time spent while on suspension shall not be credited for purposes of seniority.

4. "Board" shall mean the Board of Trustees of Concord Township, Delaware County, Ohio.
5. "Continuous active service" shall mean that consecutive period of time during which the Member is in active service with the Township.
6. "Fire Chief" shall mean the individual designated as holding the rank of Fire Chief in the Concord Township Fire Department.
7. "Hours worked" shall mean those hours actually worked by a Member as a sworn, regular, full-time Firefighter, Lieutenant and/or Captain of Concord Township, provided that such hours are scheduled with and approved by the Township. Except as may otherwise specifically be provided for herein in cases of "paid status", the term "hours worked" is further intended to clarify that overtime payments are based solely on hours actually worked within a particular work period.
8. "Lieutenant" shall mean those individuals designated as holding the rank of Lieutenant in the Concord Township Fire Department.
9. "Paid status" shall include work hours as well as all hours in paid status while on the following approved paid leaves: sick leave, injury leave, military leave, funeral leave, jury duty leave, holiday leave and vacation leave.
10. "Permanent appointment" shall mean a Member employed by the Township on a full-time basis as a sworn, regular, full-time Firefighter, Lieutenant and/or Captain appointed pursuant to Ohio Revised Code Section 505.38.
11. "Regular hourly rate" shall mean that figure obtained by reducing a Member's annual base salary (as shown in Article 10) to the equivalent hourly rate of pay as provided by the Fair Labor Standards Act and the regulations promulgated thereunder, provided that the regular hourly rate of pay shall not include payments for time not worked, including, but not limited to, vacation pay, sick pay, longevity pay, funeral leave, jury leave, bonuses, holiday pay, overtime premium pay, fringe benefit costs, uniform allowances and the like. The regular hourly rate, by salary and hours, is shown on Attachment A.
12. "Retirement" shall mean the date a Member retires or is retired from active service with the Township with at least twenty-five (25) years of total active service as a Member with the Township and has attained his forty-eighth (48) birthday, or who has thirty (30) years of total active service as a Member with the Township, or who otherwise qualifies for

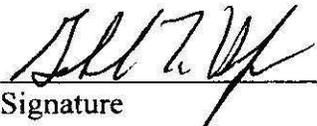
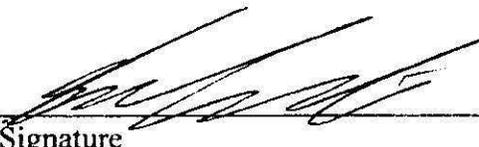
and receives full retirement benefits under Ohio Revised Code Chapter 742.

13. "Captain" shall mean those individuals designated as holding the rank of Station Captain in the Concord Township Fire Department.
14. "Township" shall mean Concord Township, Delaware County, Ohio.
15. "Work period" shall mean that period of time as may, from time to time, be established by the Board for purposes of computing overtime compensation, which period shall, unless otherwise required by law, consist of twenty-one (21) consecutive calendar days.
16. "Year of active service" shall mean twelve (12) consecutive full calendar months during which a Member is in active service with the Township.
17. "Years of continuous active service" shall mean the number of consecutive twelve full calendar month periods during which a Member is in active service with the Township.

**BOARD OF TRUSTEES:**

JOE GARRETT	 Signature	<u>6-25-12</u> Date
KAREN KOCH, CHAIR	 Signature	<u>6/25/2012</u> Date
BART JOHNSON	 Signature	<u>6/25/12</u> Date

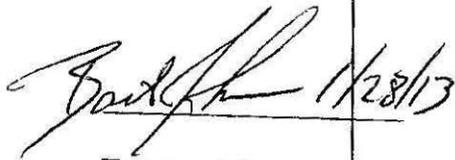
**UNION LOCAL 3755:**

PRESIDENT	 Signature	<u>6/25/12</u> Date
UNION REPRESENTATIVE	 Signature	<u>6/30/12</u> Date
UNION REPRESENTATIVE	 Signature	<u>6/30/12</u> Date

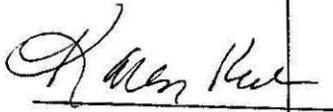
Addendum to be added to contract agreement between Concord Township Trustees and Local 3755.

-Addendum is in regards to changes in Article 30 Physical Health and Fitness

Trustees      Date



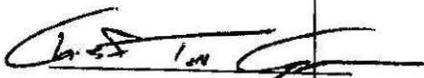
Trustee Johnson



Trustee Koch



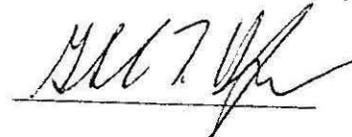
Trustee Garrett



Chief Cooper

Local 3755      Date

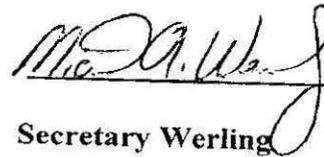
1/28/13



President Hafner



Vice President Berlin



Secretary Werling



Treasurer Mast



**Section 3. Annual Physical Examination and Fitness for Duty.**

**Section 3.1:**

The Township and the Union recognize the need for Members of the Bargaining Unit to be in good physical condition. In addition to participation in the PFP, Members shall undergo an annual physical examination to determine whether or not the Member is able to perform the essential functions of their position as may be determined by the Township. The standards contained in NFPA 1582 (as may be amended from time to time) shall be used as a guideline ~~comprehensive occupational medical program~~ for Members. Members shall attempt to be able to perform the essential functions (i.e. job tasks) contained in NFPA 1582, as well as other any other duties that may be required by the Township for the Member's position. Notwithstanding anything to the contrary contained in NFPA 1582, the annual physical examination shall be paid for and conducted by a licensed physician designated by the Township. In addition to the annual physical, the Fire Chief may require a Member to be examined and approved fit for duty by a physician designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction due to a chronic medical (i.e. ~~physical or~~ mental) condition. In the event the Township's designated physician, as part of the annual physical examination or as a result of the Fire Chief seeking a Fitness for Duty determination, determines the Member is not ~~physically or~~ mentally able to perform the Member's essential duties of his or her position 43



and the Member disagrees with the determination, the Member may obtain, at his or her cost, an opinion from a physician selected by the Member. If the second opinion differs from the original determination, the Fire Chief may require that the Member obtain a third opinion from a physician designated and paid for by the Township. The opinion of the third physician shall be final and binding on both the Township and Member. In the case of each such examination, the Member shall authorize the release to the Fire Chief the results of each examination and all records arising therefrom.

**Section 3.2 Failing of Annual Physical Exam other than Bruce protocol METS test:**

If, as a result of such examination(s), it is determined that the Member is not physically or mentally capable of performing the Member's duties as a Firefighter, the Member will be given up to a three (3) month period of time to rehabilitate his condition or whatever time period the physician deems necessary for proper rehabilitation. During this rehabilitation period, the Township may reasonably accommodate the Member and assign him to any suitable position to the extent such accommodation is practicable within the Department. If no position is available, the Member shall utilize sick leave and vacation leave, or, alternatively, such other paid leave time as may be available to the Member. During any rehabilitation period, the Fire Chief may require the Member to provide progress reports from the Member's attending physician and/or to submit to an examination(s) by a physician designated and paid for by the Township. In all cases, the Member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising there from. If, at the end of the rehabilitation period, or such longer period as the Member is able to utilize as a result of paid leave accrued to his credit, the Member remains unable to perform his or her duties, the Member shall be separated from service. ~~The provisions of this Section 3 are in addition to, and not in limitation of, all other provisions set forth in this Agreement.~~

**Section 3.3 Failing of Annual Physical Exam due to Bruce protocol METS test:**

~~It is understood that as part of the annual examination each member (firefighters and officers) will have to perform on the Bruce Protocol treadmill test. According to NFPA 1582 the following standards are adopted:~~

- ~~1. Members achieving 12 METS meet recommendations of the NFPA and should continue current exercise program.~~
- ~~2. Members achieving 10 METS but less than 12 METS are safe for all firefighting duties but would recommend additional cardiovascular conditioning to achieve 12 METS.~~
- ~~3. Members that achieve 8 METS but less than 10 METS should be limited to less physically demanding tasks. Firefighter should begin or increase aerobic conditioning.~~
- ~~4. Members that achieve less than 8 METS; it is unlikely there are firefighting tasks that can safely be performed.~~

**~~With these standards in place, the following conditions are accepted:~~**

- ~~1. A member that achieves 10 METS or better are considered to have passed the exam without work restrictions.~~
- ~~2. A member must achieve at least 8 METS to continue to be employed by Coneord Township Fire. The member may repeat the test within three months if the doctor~~



deems failure (less than 8 METS) was due to a circumstance beyond ones control (e.g. fall from treadmill, shoe issue). During this time the individual is not eligible to work in any position and the repeat test will be paid for by the individual.

3. A member who achieves 8 METS will be permitted to remain on company but will be placed on restriction of duty by limiting firefighter to less physically demanding tasks (e.g. pump operator, driver of medic, exterior firefighting). This member will have three months to achieve a score of 9 or better on the repeat METS test. This second METS test will be paid for by the township. If a 9 is achieved the member will have 3 more months to achieve the minimum 10 METS and be placed back on duty without restriction. If a third METS test is needed, the member will be required to pay for the test. A member by their choice may elect to wait and take a single retest in six months but will be required to attain the 10 METS at this time.

4. It is understood that there will be a maximum of three personnel (one per unit) on restricted duty. Temporary transfers may be needed if more than one member per shift is restricted. The least senior member on the specific shift will be moved to accommodate the restricted member. In the event the department has a fourth member who achieves less than the minimum of 10 METS, the member who has had the longest time to condition will be required to test immediately. Failure at this time will be removal from company and possibly dismissal from employment which will be decided by the Fire Chief.

5. It is understood that if a member achieves less than 10 METS during a METS test, the next regular workplace physical exam, the member must achieve the 10 METS level.

While a member of the L3755 bargaining unit may not be removed from duty for poor performance on a physical fitness exam, it should be understood that a personal responsibility remains with each member. Each member will understand that the duties essential to their position put them, as well as other members, at risk for serious injury and/or death. Maintaining an excellent physical condition is imperative to performing these duties and mitigating possible risks and life threats.

During an annual physical fitness exam each member has the opportunity to confer with and be evaluated by a physician about their individual health and wellness. Should a concern arise about the general health and well-being of an individual in the bargaining unit, it is that individual's responsibility to take the necessary steps to resolve that concern with the cooperation and aid of the administration. These steps may include but are not limited to the following:

- implementing a physical fitness regimen
- seeking injury leave
- engaging in physical therapy
- using sick leave and/or vacation leave

While not punitive, the annual physical is still a valued tool in maintaining and improving the overall physical fitness of the bargaining unit. This helps to ensure the safety of all members, in all situations.



**CONCORD TOWNSHIP PROFESSIONAL FIREFIGHTERS  
IAFF Local 3755**



Est. 1997



**President:** Gabe Hafner

**Secretary:** Micah Werling

**Vice President:** Lane Berlin

**Treasurer:** Ben Thomas

**Addendum to be added to Concord Township and Local 3755 Contract dated:**

**July 1, 2012- December 31, 2015**

**Date: 5/23/2013**

**Article 8: Corrective Action, Section 5**

**Added: Disciplinary records will no longer be subject to the progressive discipline process after their respectful time stamp has expired i.e. two (2) years from the date of the occurrence for oral and/or written reprimands that do not involve suspension and three (3) years from the date of the occurrence for reprimands involving suspension. This time stamp expires regardless of an employee's written request to have records removed from their personnel file.**

**Article 20: Sick Leave, Section 3 Number 7**

**Added: Failure to give notification one-half hour prior to the Member's assigned shift will be considered a "non-serious infraction" and be subject to the progressive discipline process.**

**Article 27: Trades, Number 8**

**In the event that an employee is not able to report for duty by the start of their assigned shift, a "Summary Trade" may be utilized. A summary trade may be utilized at any time up until the beginning of an employee's duty shift i.e. 0700 hours on the day of that the trade will be used. The employee seeking the "summary trade" may contact another employee to seek the trade OR contact the Officers In Charge on station (be it the officer from the off-going or on-going shift) and request them to inquire about the trade on the employee's behalf from personnel who are able to perform the trade. An employee accepting the trade without an officer's knowledge will notify the officers in charge that the trade is taking place. This form of trade will be approved by the officer "on the spot" with the understanding that documentation on the trade will be produced at a time when the two employees involved in the trade are present together at a later time. The officer in charge will approve two of these "summary trades" per employee, per calendar year. The Fire Chief will maintain a record of these trades either directly or through delegation to the shift officers. This record will be coordinated amongst the fire chief and officers to ensure that it is current for each employee and this record will be readily produced to any employee requesting to view it. Requesting a "summary trade" is not a guarantee that the trade will be accepted by another employee and henceforth granted. An employee who is unable to secure a "summary trade" and is consequently not present for the start of their assigned duty shift will be counted as "not present" and will be documented as being late. This instance will fall under Article 8 as a "non-serious infraction" and be subject to the progressive disciplinary procedure wherever that employee may be in that procedure.**

*Prior to the 0700 roll call*



**CONCORD TOWNSHIP PROFESSIONAL FIREFIGHTERS  
IAFF Local 3755**



Est. 1997



**President:** Gabe Hafner

**Secretary:** Micah Werling

**Vice President:** Lane Berlin

**Treasurer:** Ben Thomas

Signatures for Addendum Dated 5/23/2013

BOARD OF TRUSTEES:

JOE GARRETT

*Joe Garrett*  
\_\_\_\_\_  
Signature

10-14-13  
Date

KAREN KOCH, CHAIR

*Karen Koch*  
\_\_\_\_\_  
Signature

10-14-2013  
Date

BART JOHNSON

*Bart Johnson*  
\_\_\_\_\_  
Signature

12/4/13  
Date

UNION LOCAL 3755:

PRESIDENT

*Mike G. Sp...*  
\_\_\_\_\_  
Signature

10/15/13  
Date

UNION  
REPRESENTATIVE

*Micah A. Werling*  
\_\_\_\_\_  
Signature

10/15/13  
Date

UNION  
REPRESENTATIVE

*[Signature]*  
\_\_\_\_\_  
Signature

10/17/13  
Date



STATE EMPLOYMENT  
RELATIONS BOARD  
2015 MAY -6 PM 2:02

**Addendum to be added to Local 3755 Contract dated:**

**July 1, 2012- December 31, 2015  
Date: 10/24/2013**

**Article 2: Recognition, Section 2 and 3: Removal of Fire Captain from bargaining unit  
Sections will now read:**

**Section 2. Bargaining Unit.**

There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full-time Members employed in the Concord Township Fire Department (the "Department") by the Township in the classifications of Firefighter, Fire Lieutenant and Captains (hereinafter sometimes referred to singularly as "Member" and collectively as "Members"). Members shall obtain and maintain such certifications and levels of training required in order to perform such duties and functions as may, from time to time, be assigned by the Fire Chief.

**Section 3. Exclusions.**

The classifications of Fire Chief, Assistant Fire Chief, Fire Captain, and Clerical staff shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal Members, and Members who do not meet the definition of a public member under Ohio Revised Code Chapter 4117.

**Article 8: Corrective Action, Section 5: Disciplinary Records  
Section will now read:**

**Section 5. Disciplinary Records.**

From the date of October 18<sup>th</sup>, 2013, all current employees will have the summative tally of items in their respective disciplinary records effectively reset to zero so as to allow for this article's consistency to be promulgated for all future disciplinary proceedings. Written records of written and oral reprimands will be removed from the personnel file of the Member upon the Member's written request no later than two (2) years after such action was taken provided no further corrective action has occurred. Records of disciplinary action for which a suspension is given will be removed from the personnel file of the Member upon the Member's request no later than three (3) years after such action was taken. Disciplinary records will no longer be subject to the progressive discipline process after their respectful time stamp has expired i.e. two (2) years from the date of the most recent corrective action for written reprimands that do not involve suspension and three (3) years from the date of the most recent corrective action for reprimands involving suspension. When an infraction of a singular nature (i.e. tardiness) occurs to the point of "Suspension," all previous infractions the same, singular nature (which would normally hold a time stamp of two(2) years had they not resulted in suspension) of the same nature will remain on the employee's record for a total of three(3) years, before expiring. At the reach of the two(2) or three(3) year marks, these time stamps will expire regardless of an employee's written request to have records removed from their personnel file.

**Article 10: Wages and Benefits: Captain's position removed from pay scale with stipulations of record  
The article will read as follows:**

**Section 1. Wages.**



Effective January 1, 2011, the following annual salaries are hereby established as the annual wage plan for the period January 1, 2011 through December 31, 2012:

**Annual Salary**

Step I Firefighter	\$45,044.27
Step II Firefighter	\$49,410.28
Step III Firefighter	\$55,213.85
Lieutenant/Paramedic	\$63,495.93
Captain/Paramedic	<del>\$73,020.32</del>

Beginning January 1, 2013, Members of Union 3755 agree to pay an additional amount towards their pension in exchange for an equal percent raise in annual salary. As of year 2012 members pay a 4% pickup towards their pension. Additional pension pickup to go into effect January 1 of each year: 2012 0%, 2013 2%, 2014 2%, 2015 2%. Therefore members will be paying a pension pickup of 10% by the end of this contract.

Before Members pay additional Pension Pickup the following amount below reflect annual salaries to be paid:

	2012	2013	2014	2015
Step I Firefighter	\$45,044.27	\$45,945.16	\$47,323.51	\$48,743.22
Step II Firefighter	\$49,410.28	\$50,398.49	\$51,910.44	\$53,467.75
Step III Firefighter	\$55,213.85	\$56,318.13	\$58,007.67	\$59,747.90
Lieutenant/Paramedic	\$63,495.93	\$64,765.85	\$66,708.82	\$68,710.09
Captain/Paramedic	<del>\$73,020.32</del>	<del>\$74,480.73</del>	<del>\$76,715.15</del>	<del>\$79,016.60</del>
		2% raise in 2013	3% raise in 2014	3% raise in 2015

After Members pay additional Pension Pickup the following amount below reflect annual salaries to be paid:

	2012	2013	2014	2015
Step I Firefighter	\$45,044.27	\$46,846.04	\$49,188.34	\$51,647.76
Step II Firefighter	\$49,410.28	\$51,386.69	\$53,956.03	\$56,653.83
Step III Firefighter	\$55,213.85	\$57,422.40	\$60,293.52	\$63,308.20
Lieutenant/Paramedic	\$63,495.93	\$66,035.77	\$69,337.56	\$72,804.43
Captain/Paramedic	<del>\$73,020.32</del>	<del>\$75,941.13</del>	<del>\$79,738.19</del>	<del>\$83,725.10</del>
		4% raise in 2013	5% raise in 2014	5% raise in 2015

Captain's payroll will be excluded from the contract but retained at its current rate for reference in the event that the captain's position becomes a part of the bargaining unit. In the event that the captain's position rejoins the bargaining unit, the rate of pay at that time will be reflected for the captain's position in the collective bargaining agreement.

For payroll and overtime computations the salary listed in Article 10 shall be factored to produce an hourly rate by dividing the salary by 2496 hours (48 hours/week multiplied by 52 weeks per year.)

**Section 3. Application of Pay Rates.**

The annual salary established in Section 1, above, is based upon a Member's permanent, full-time employment of an average of 48 hours of actual work during a consecutive 168 hour period (meaning an average of 2496 hours of work per year). The annual salary for the rank of Lieutenant represents a fifteen percent (15%) differential between the top step Firefighter rank, and the annual salary for the rank of Captain represents a fifteen percent (15%) differential between the Lieutenant rank.

**Section 4. Direct Deposit.**



Direct Deposit is made available for regular pay periods and forms are available from the Fire Chief. Members shall be required to sign any documents necessary to authorize the use of Direct Deposit.

**Article 20: Sick Leave, Section 3, Number 7:** Typo in approved language corrected  
The section will read as follows:

7. When sick leave is used, the Member shall notify the Member's immediate supervisor and/or such other person(s) as the Fire Chief may, from time to time, designate, of the Member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency making such notification impossible, occur no later than ~~one (1) hour~~ one-half hour prior to the start of the Member's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Fire Chief. Failure to give notification one-half hour prior to the Member's assigned shift will be considered a "non-serious infraction" and be subject to the progressive discipline process.

**Article 21: Injury Leave, Section 3, Number 2:** Typo in approved language corrected.  
Number 2 of Section 3 was mistakenly struck out at some point. The section and number remain in approved language. The strike through the number 2 does not negate paragraph 2 from the contract

**Article 27: Trades, Number 8:** Language added to stipulate amount and "calendar" year  
The section will read as follows:

3. In the event that an employee is not able to report for duty by the start of their assigned shift, a "Summary Trade" may be utilized. A summary trade may be utilized at any time up until the beginning of an employee's duty shift i.e. 0700 hours on the day of the trade will be used. The employee seeking the "summary trade" may contact another employee to seek the trade OR contact the Officers In Charge on station (be it the officer from the off-going or on-going shift) and request them to inquire about the trade on the employee's behalf from personnel who are able to perform the trade. Summary trades between firefighters and lieutenants will be also be approved providing the firefighter agreeing to the summary trade has previously been approved to ride out of class by the Fire Chief. An employee accepting the trade without an officer's knowledge will notify the officers in charge that the trade is taking place. This form of trade will be approved by the officer "on the spot" with the understanding that documentation on the trade will be produced at a time when the two employees involved in the trade are present together the day of the trade. The officer in charge will approve two (2) of these "summary trades" per employee, per calendar year. The Fire Chief will maintain a record of these trades either directly or through delegation to the shift officers. This record will be coordinated amongst the fire chief and officers to ensure that it is current for each employee and this record will be readily produced to any employee requesting to view it. Requesting a "summary trade" is not a guarantee that the trade will be accepted by another employee and henceforth granted. An employee who is unable to secure a "summary trade" and is consequently not present for the start of their assigned duty shift will be counted as "not present" and will be documented as being late. This instance will fall under Article 8 as a "non-serious infraction" and be subject to the progressive disciplinary procedure wherever that employee may be in that procedure.

**Article 29: Seniority List:** Language added  
Article will read as follows:

The Fire Chief shall provide a current seniority list to the Local by January 1st of each year and at the time of any personnel changes.

1. Members who are not part of the bargaining unit, but are full-time employees, will maintain regular seniority regardless of their status in the bargaining unit. This seniority status will not be affected by removal from the bargaining unit.



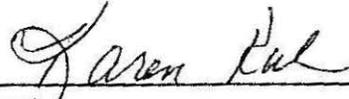
BOARD OF TRUSTEES:

JOE GARRETT

  
Signature

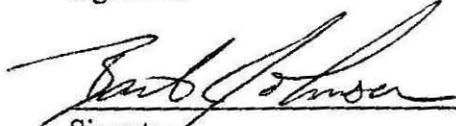
2-24-2014  
Date

KAREN KOCH

  
Signature

2/24/2014  
Date

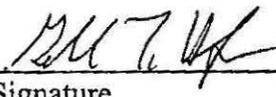
BART JOHNSON

  
Signature

2/24/2014  
Date

UNION LOCAL 3755:

PRESIDENT

  
Signature

2/24/2014  
Date

UNION  
REPRESENTATIVE

  
Signature

2/24/2014  
Date

UNION  
REPRESENTATIVE

  
Signature

2/24/2014  
Date

