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LABOR AGREEMENT

Between

The Board of Trustees of Canton Township

And The

Canton Township Professional Fire Fighters
IAFF Local 3676

Effective April 1, 2012 - March 31, 2015

SERB Case Number
12-MED-01-0056

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PREAMBLE

Section 1. This agreement is entered into by and between the Canton Township Trustees, hereinafter referred to as the "Employer," and the Local #3676 of the International Association of Firefighters, hereinafter referred to as the "Union." It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, and to provide for equitable and peaceful adjustments of differences, which may arise, and to establish full and complete agreement governing the wages, hours, terms, and other conditions of employment.

ARTICLE 1 **UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" and/or "employee" shall be deemed to include those individuals employed full-time by the Employer in the classifications listed below:

Included

All full-time personnel with duties that include fire suppression, fire prevention, fire investigation and EMS. **To include all full time Captains and full time Sr. Captain/Shift Commanders.**

Excluded

All paid on call, Part-Time, and clerical with no duties as described above, all personnel with a rank over Senior Captain and the Chief shall not be included under the terms of this agreement.

Section 2. If during the life of this agreement the Employer wishes to establish the use of a new rank or position, the parties shall meet to determine whether or not such rank or position is to be included in the bargaining unit. In the event the parties are unable to reach an agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition. If the new rank or position is to be included in the bargaining unit, the parties shall meet to negotiate wages, hours, terms and other conditions of said position.

Section 3. For the life of this contract both parties agree that all full-time employees of the Canton Township Fire Department must be and maintain certification as firefighter/paramedic.

ARTICLE 2
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee because of Union membership or non-membership, or because of legal employee activity or representation in an official capacity on behalf of the Union.

Section 2. The employer pledges that it will not discriminate based upon, and to provide equal opportunity without regards to race, color, religion, creed, national origin, ancestry, sex or age.

Section 3. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. The employer and the union acknowledge that an employee in the bargaining unit has the absolute right to:

- A. Engage in other concerted activities for the good of collective bargaining or other mutual aid and protection.
- B. Representation by an employee organization.
- C. Bargain collectively with the employer to determine wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of collective bargaining agreement, and enter into collective bargaining agreements.
- D. Present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

ARTICLE 3
UNION REPRESENTATION

Section 1. The Employer agrees to admit not more than two (2) non-employee Union representatives, unless mutually agreed otherwise, to the Employer's facilities.

The Union representative shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer except in emergency situations whereby the twenty-four (24) hour notice shall be waived. Upon arrival, the Union staff representative(s) shall identify himself to the Employer or the Employer's designated representative.

Section 2. The Employer shall recognize the Union President as the Union Steward and the Vice-president or Secretary/Treasurer in the absence of the President as an alternate to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure. The alternate shall be recognized as the steward when the regular steward is the grievant or the subject of disciplinary action, or when the steward is otherwise unavailable. If the Employer schedules a grievance hearing or other meeting during the steward's regular work shift, the steward shall not suffer any loss of straight time pay for the attendance of such meeting.

Section 3. The Union shall provide to the Employer an official roster of its staff representatives and local Union steward, which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Union office held

The Employer shall not recognize any employee as a Union steward or an alternate until the Union has presented the Employer with written certification of that person's selection.

Section 4. The investigation and the submission of a grievance may occur during the steward's and/or the grievant's duty hours, provided:

- A. There is no disruption of the Department's or the affected employee's regular duties and responsibilities.
- B. A reasonable amount of time, as determined by the Chief, is spent.
- C. The affected parties are available (i.e., the Chief, the Clerk to the Board).

Section 5. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business between the hours of 08:00 a.m. to 4:00 p.m., except to the extent specifically authorized herein.

Section 6. The Union shall be permitted to use the Fire Department facilities to conduct the monthly Union meetings provided there is space available. Such meetings shall take place at a time/date mutually agreed to by the Employer and the Union. Further, the meeting shall be of a reasonable duration and will not interrupt the usual/normal services and duties of employees.

Section 7. The Employer agrees to allow the Union to keep one (1) filing cabinet in the staffed Fire Station for the purpose of storing union records. This cabinet will be purchased and maintained by the Union.

Section 8. Until such time that the Union acquires its own Union facility, the Employer agrees to allow the Union to use the fire stations mailing address for the purpose of receiving correspondence.

Section 9. The Employer agrees to permit one member of the Union to participate on the hiring board when the Employer is testing and hiring new bargaining unit members. The Union agrees to select a representative for the hiring board that does not have any family relationship to any of the applicants. The final decision by the Employer shall not be subject to the grievance and arbitration procedures set forth in Article 11, pages 13 through 16, of this Collective Bargaining Agreement.

Section 10. The Union recognizes and will follow the Fire Departments communication channel to the Employer. All requests, problems and suggestions should be directed to the supervisor (if applicable), which in turn communicates with the Chief who then communicates with the Employer.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. The Township of Canton retains the right and responsibility to:

- A. Determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy such as the functions and programs of the public employer, the standard of service, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, assign and hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.

- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be continued.
- E. Determine the adequacy of the work force.
- F. Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote or retain employees.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force; take actions necessary to carry out the mission of the public employer as a governmental unit.

ARTICLE 5
BULLETIN BOARD SPACE

Section 1. The Employer agrees to provide space for a bulletin board in the private quarters of any station that has Union employees working in for the use of the Union.

Section 2. Union notices, which appear on a bulletin board, shall be signed, posted, and removed by a local Union officer.

ARTICLE 6
RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or in any representative capacity of the Township, or in the conduct of the Employer's services and programs.

Section 2. Copies of written work rules, policies, and directives or amendments herein, promulgated following the effective date of this agreement, will be furnished to the Union 15 calendar days prior to the effective date of implementation. The Employer/Designee(s) will meet with the representatives of the Union to discuss the effects of any new or modified (of current) work rules, regulations, policies or procedures, upon the bargaining unit employees. Such work rules, regulations, policies and procedures shall be distributed to the affected employees and/or posted on departmental bulletin boards 15 calendar days prior to the effective date.

Section 3. The Employer/Chief may, in an emergency situation, implement a work rule, regulation, policy or procedure to rectify a situation. However, following the resolution of the emergency, the Employer will meet with representatives of the Union pursuant to the provisions contained in Section 2 of this article.

Section 4. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

Section 5. The reasonableness of work rules, regulations, policies and procedures promulgated by the Employer and/or its designees are subject to the grievance procedure.

ARTICLE 7 **PAYROLL DEDUCTIONS**

ELECTIVE

Section 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular Union membership dues in equal amounts per pay from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The employee must present the signed payroll deduction form to the Employer. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Secretary/Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "elective" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the "elective authorization"; or (6) resignation by the employee from the Department.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

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

Section 7. The Secretary/Treasurer of the Union shall certify the rate at which dues are to be deducted to the payroll clerk during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

Section 9. The Employer will enroll in and make available to the Union the Ohio Deferred Compensation Program. The payroll clerk as directed by the Ohio Deferred Compensation Program will make deductions from each pay and forward deductions to Ohio Deferred Compensation as their guidelines dictate.

NON-ELECTIVE

Section 1. The Union recognizes and authorizes the Employer to automatically deduct from each employees pay all deductions mandated by law presently including but not limited to during the tenure of this contract, Federal Income Taxes, State Income Taxes, Local Income Taxes (if applicable) and deductions to the non-elective Police and Firemen's Disability and Pension Fund.

Section 2. The Union also recognizes the authority of the Employer to deduct mandated spousal and child support payments that are mandated by court from an employee's pay. These deductions will be made and forwarded to the appropriate agency as directed by the court.

ARTICLE 8 **HEALTH AND SAFETY**

Section 1. The Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for all employees. The employee(s) and the Union accept the responsibility to maintain the Department's equipment and work area in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Chief/designee as soon as said unsafe working conditions are known. The Chief/designee will investigate all reports of unsafe working conditions, and will

make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by bargaining unit employees.

Section 2. The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing, and other protective equipment such as personal alarm devices, boots, nomex hoods, flashlights, batteries, and other equipment, as determined by the Employer, to safely fulfill the requirements of their duties. All equipment shall meet or exceed National Fire Protection Association (NFPA) requirements at the time the equipment is issued.

Section 3. The employer shall furnish and maintain at no cost to the employee all EMS safety supplies required to function in the EMS field, all safety equipment shall meet or exceed N.F.P.A. standards.

ARTICLE 9

PERSONNEL FILES

Section 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, books, documents, and property pertaining to the Township and/or Fire Department. However, every employee shall be allowed to review his personnel file upon request, and in the presence of the Chief or designee. The Employer agrees to provide the employee of notice in writing of an individual's file being reviewed by any party, within three (3) working days of that employee's personnel file being reviewed.

Section 2. If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum, limited to two (2) 8-1/2" x 11" sheets of paper, to the Chief or his representative explaining the alleged inaccuracy. If, upon investigation, the Chief or his representative sustains the allegations, he shall do one of the following:

- A. The employee's memorandum shall be attached to the material in question and filed with it, and the Chief or his representative may note thereon his concurrences.
- B. The Chief or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- C. The employee's social security number and any medical records or references shall be removed before viewing.

Section 3. The employee shall be provided a copy of any/all documents placed in his personnel file at the same time such document is made part of the employee's personnel file.

ARTICLE 10
CORRECTIVE ACTION

Section 1. No non-probationary employee shall be disciplined, reduced in pay, suspended or discharged except for just cause.

Section 2. Except in instances where the employee is found guilty of a felony, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 3. Prior to any disciplinary action-taking place that may result in reduction, suspension, or termination, the employee shall receive a notice of alleged misconduct. Said notice shall state the alleged misconduct by the employee including dates, times, and places. At an informal meeting, the affected employee shall be given an opportunity to respond to the specific charges. A person designated by the Employer may conduct the informal meeting. Prior to the informal meeting, the employee may elect to waive, in writing, participation in the meeting.

The employee shall be advised in writing that he is entitled to Union representation at the informal meeting.

Section 4.

- A. Should an employee wish to respond to the charges, he shall be entitled to be represented by a Union representative.
- B. Upon the conclusion of the meeting or upon the receipt of the written waiver by the employee, if the Employer/designee believes that just cause exists, discipline shall be imposed. The affected employee shall be notified in writing of the discipline. The disciplinary action may be subject to appeal through the grievance procedure, filed at Step 1, Board of Trustees, within five (5) working days following the day the employee receives the final notice of discipline.
- C. No recording devices or stenographic record shall be used during questioning unless agreed to mutually by the parties. The employee will be supplied with a copy of the transcript if requested. The cost of the transcript will be borne by the party requesting the copy of the transcript.

An employee may resign at any time following the receipt of a notice of discipline. Any such resignation will be processed in

accordance with the Employer's rules and regulations, and the employee's employment shall be terminated.

Section 5.

- A. Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion, or a removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, within fourteen (14) calendar days after the alleged misconduct.
- B. Removal of Firefighter/Paramedics from their positions with The Canton Township Fire Department shall be done in accordance with the Ohio Revised Code Section 505.38 and the Ohio Revised Code Sections 733.35 to 733.39, as well as any other applicable Federal or State Laws.

Section 6. An employee may be placed on administrative leave with pay at any time during the disciplinary investigation, if the Employer at its sole discretion determines that it is necessary.

Section 7. Corrective action regarding verbal and/or written warnings shall cease to have force and effect after eighteen (18) months following the issuance of such actions, unless a similar offense(s) occurs within that eighteen(18) month period. In such instance, the reprimands from these similar offenses shall remain in force and effect for a two (2) year period.

Corrective action regarding suspensions and/or demotions shall cease to have force and effect after a thirty(30) month period following the effective date of such demotion or suspension, unless a similar offense occurs within that time period. In such instance, the thirty (30) month period shall begin on the date the last/latest demotion or suspension occurred.

Corrective action regarding suspensions and or demotions shall cease to have force and effect after a thirty (30) month period following the effective date of such demotion or suspension, unless a similar offence occurs within that time frame. In such instances, the thirty (30) month period shall begin on the date of the last/latest demotion or suspension occurred.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean any dispute between an employee and the Employer or its representative involving the interpretation or application of this collective bargaining agreement, ordinances of the Township related to or matters involving discipline, discharge, or safety and welfare.

Section 2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not submitted by the employee within the time limits provided herein, shall be considered resolved based upon Management's last answer.

The employee may advance any grievance not answered by Management within the stipulated time limits to the next step in the grievance procedure. All time limits on grievances/hearings may be extended upon mutual written consent of the parties.

Section 3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 Filing The Grievance

In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union representative, must verbally identify the alleged grievance to the Chief, or a Trustee when the Chief is unavailable, within seven (7) calendar days of the occurrence, or the employee's reasonable knowledge of the occurrence, that gave rise to the grievance.

The Chief shall respond in writing to the grievance within *fourteen (14)* calendar days following the date the alleged the parties discussed grievance. Should the Chief's response not resolve the grievance, the employee shall reduce the grievance to writing and within *fourteen(14)* calendar days submit the grievance to the Board of Trustees/designee.

The Chief's response, as described herein, shall contain the signature of the President of the Board of Trustees, or designee when the alleged grievance involves discipline or issues related to compensation.

Upon receipt of the grievance, the Board/designee shall have *fourteen(14)* calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative(s), if the former desires. The Board/designee shall investigate and respond to the grievant and/or appropriate Union representative(s) within fourteen (14) calendar days following the meeting.

Step 2 - Arbitration

If the grievance is not satisfactorily settled in Step 1, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step I of the grievance procedure. In

the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. Prior to striking, each party shall have the option to completely reject the list of names provided by the AAA/FMCS and request another list. The parties shall then use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties. The moving party shall be the first to strike a name from the list, then the other party shall strike a name, and the parties will alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction may raise the question of arbitrability of a grievance. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard

on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding.

The losing party shall pay all costs directly related to the services of the arbitrator. Any cost involved in obtaining the list(s) shall be borne by the moving party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 4. All grievances must contain, within reason, the following information to be considered, and both parties must agree upon filed using the grievance form mutually:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident, giving rise to the grievance.
- H. Specific articles and sections of the agreement violated.
- I. Desired remedy to resolve the grievance.

Section 5. Any employee covered by this agreement may bring a grievance. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. Any grievance that originates from the Board's level may be submitted directly to the Board of Trustees.

Section 7. The Employer shall provide the Union with a list of Management's designated representatives for each step of the grievance procedure.

ARTICLE 12
SENIORITY

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer, defined as the Canton Township Fire Department.

Section 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge
- B. Retirement
- C. Failure to return to work within seven (7) days after responding to notice of recall from layoff, unless the failure to return within such days is not within the control of the employee, or within such days the Employer agrees to an alternate date for the employee to return to work.
- D. Resignation from employment with the Employer.

Section 4. An employee who voluntarily resigns may return within ninety (90) calendar days provided that there is an available position and the Board of Trustee's approve the re-hiring of said employee. The employee shall not accrue or earn seniority during this ninety (90) day period. The employee forfeits their seniority and will be re-instated/re-employed as the least senior non-probationary employee.

Section 5. The following situations shall not constitute a break in continuous service and an employee shall continue to accrue seniority:

- A. Absence while on an approved leave of absence.
- B. Absence while on an approved sick leave or disability leave.
- C. Military leave in accordance with applicable state and/or federal law.

Section 6. When two (2) or more employees are hired at the same time, then the scores from the written examination shall be utilized. The employee with the highest score will be considered senior to the employee with the second highest score and so on.

Section 7. The Employer shall post a seniority list in the Department and update said list when appropriate.

ARTICLE 13
PROBATION PERIODS

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day of

compensated employment and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

A newly hired employee shall be on probation during their initial schooling as a certified fire safety inspector. The basic twelve (12) month probationary period can be extended if the employee is currently enrolled in class but the twelve-month period has lapsed. The probationary period will only be extended until the class that is currently enrolled in is completed and passed. Successful completion must be obtained in order to retain employment.

Section 2. Probationary employees shall be included in overtime rotation. A new employee shall be placed in at the highest overtime accumulation point of non-probationary employees. This will have the employee initially be the last for call-in purposes. Over-time rotation is addressed later in this agreement.

Section 3. All newly promoted employees will be required to successfully complete a probationary period in their newly appointed positions. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for no more than a six (6) month period.

A newly promoted employee who unsatisfactorily completes the probationary period shall be returned to his former position. An employee who wishes may return at any time before completion of the probationary period, but may do so only one (1) time per contract year.

ARTICLE 14 **RESIDENCY**

Section 1. Effective with the first year of this agreement, residency for all employees of the Canton Township Fire Department shall be within the limits of Stark County, Ohio.

Section 2. All newly hired employees shall be given six (6) months from the termination of their probationary period to establish residency in Stark County, Ohio.

Section 3. The period to establish residency in Stark County, Ohio may be extended by resolution of the Canton Township Board of Trustees for extenuating circumstances.

ARTICLE 15 **LAYOFFS AND RECALL**

Section 1. Whenever the Employer determines that a layoff is necessary, the Employer shall notify the affected employee(s), in writing, at least *thirty (30)* calendar days in advance of the effective date of the layoff. The Employer, upon written request

from the Union, agrees to discuss with the representative(s) of the Union the impact of the layoff on bargaining unit employees.

Section 2. When the Employer determines that a layoff will occur, employees will be laid off in accordance with their seniority beginning with the employee with the least seniority.

Section 3. All part-time shift personnel payments shall be suspended sixty (60) days prior to any layoff notice.

Section 4. Notice of recall from a layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. In the case of a recall, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to respond to the Employer/designee and no more than fourteen (14) calendar days to return to work, unless the Employer agrees to an alternative date for the employee to return to work.

Section 6. The Employer agrees that no full-time employee will have a reduction in hours below that which is required for full-time status for Police & Fire Pension Fund without being laid-off.

ARTICLE 16 **TRADE TIME**

Employees in similar/same classifications may trade shift/work days, subject to the approval of the Chief, provided:

- A. Written request signed by the affected employees is submitted to the Chief/designee at least five (5) calendar days in advance of the date requested; and
- B. As a result of the trade, no overtime is created for/by the affected employee.
- C. Shift Commanders may trade shift/work days with another Shift Commanders and/or another full-time Captain who is trained to fill the position.

The Chief may, in special situations, waive the five (5)-calendar day advance notice described above.

ARTICLE 17 **WORKER'S COMPENSATION**

The Canton Township Board of Trustees will continue to meet the obligation imposed by the Ohio Revised Code Section 4132.01 et.seq

SERVICE CONNECTED DISABILITY

Section 1. In the event a non-probationary employee is injured while in the performance of his job duties or contracts a service-connected illness, the Employer shall grant to an employee who filed the appropriate application, and who is required to be absent from work in excess of one (1) calendar week as the result of said injury or illness, temporary disability pay as described herein, pending the determination by the Bureau of Workers' Compensation of his claim, not to exceed sixty (60) calendar days from the date of the reported injury or illness.

A. The Employer shall review each individual reported case of injury or illness, receive a written report from the Chief, and be satisfied that such injury occurred during the performance of the employee's duties with the Employer.

B. The Employer shall receive a written report from a licensed physician, psychologist, or hospital stating that the absence is a direct result of the injury or illness, and that the employee is totally unable to perform his normally assigned duties.

Section 2. Employees who are eligible for temporary disability pay shall exercise one (1) of the following options:

Option 1 An employee may elect to continue to receive his weekly net wages for the sixty (60) day period described herein. Upon receiving payment from the Bureau of Workers' Compensation, the employee shall forward/reimburse said payment, limited to the sixty (60) day period, to the Employer. The difference between the monies received from the Employer and the Bureau of Workers' Compensation shall be deducted from or charged against the employee's accrued but unused sick leave balance. Should the employee have no sick leave balance, the difference shall be deducted from or charged against the employee's vacation leave.

Option 2 For the sixty (60) day period described herein, the employee shall receive seventy-two percent (72%) of his weekly net wages. Upon receiving pay from the Bureau of Workers' Compensation, such difference shall be remitted to the Employer.

Option 3 The employee may elect to receive no pay from the Employer and choose to wait for payments from Workers Compensation. The employee will receive the payments directly from Workers Compensation and accept them as full payment with nothing owed to the Employer.

The employee accepts responsibility for making any non-elective deductions such as child and spousal support payments.

Bargaining unit employees shall submit in writing to the Employer their preference as to which option they wish to exercise.

Failure to submit such preference shall negate the employee's option, and the terms and conditions of Option 3 shall apply.

In the event the employee's claim is denied, and the appeal process has been exhausted, all payments received from the Employer under this article shall be charged against the employee's unused sick leave balance. Should the sick leave balance be exhausted and additional money is owed to the Employer, the remaining balance shall be charged or deducted against accumulated but unused vacation leave.

In the event an employee's employment is terminated and the repayment of all or any of the payments received from the Employer has not been reimbursed to the Employer, the Employer shall deduct all monies owed based upon the following schedule:

- A. Conversion of unused sick leave, when applicable
- B. Vacation leave
- C. Employee's final paycheck.

Falsification of claims, written statement, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

ARTICLE 18

HOURS OF WORK/WORK PERIODS

The parties agree that the provisions of Article 18 - Hours of work/Work periods in the year effective March 1, 2013, may be re-opened at the Union's request, in order to negotiate the terms and conditions of this article.

The UNION agrees to notify the EMPLOYER consistent with the procedure as defined in O.R.C. Chapter 4117.

Section 1. The Employer shall maintain a Fifty point sixty-six (50.66) hour workweek for "shift" employees. The schedule shall be worked under a three (3) platoon system, working twenty-four (24) hours on and forty-eight (48) hours off. Each employee shall receive two (2) scheduled days off in each nine (9) week cycle. This day shall be referred to as a "Kelly Day". The person used to cover vacation leave and "Kelly leave" and sick days shall be known as the "fill" person. These personnel shall have the same contractual benefits as "shift" employees.

If an employee is not working due to the use of disability leave, suspension, or any other unpaid leave of absence, said employee shall lose rights to select another Kelly Day for any scheduled Kelly Day missed due to the absence.

Section 2. Fill employees shall maintain a 50.66 hour workweek, on "flex-time" schedule, over a seven (7) day per week period, Sunday through Saturday, excluding all holidays set forth in this

agreement. The fill employee(s) shall be able to schedule their work days for the year as the vacation/Kelly leave calendar becomes available. Fill personnel scheduling shall be priority before part-time shift scheduling. Fill person(s) can also elect to have "flex" scheduling.

Section 3. Non-shift employees may be used to fill *Kelly leave, vacation leave, and sick days* that cannot be covered by the "fill" person with approval of management.

Section 4. Fire Prevention/non-shift employees shall maintain a 40-hour work week, Monday through Friday, inclusive, excluding all Holidays as set forth in this agreement. *This appointment shall be a salary position not subject to overtime payment or compensatory time off.* This position shall be subject to call out as necessary to complete the performance of the job duties and responsibilities. *The ninety (90) hours of continuing education of work on a compensatory time off basis of one and one-half (1.50) hours time off for each actual hour earned.*

ARTICLE 19 **ROTATION OF OVERTIME**

Whenever the Employer/Chief determines that overtime is necessary, such opportunities shall be offered first to shift employees in accordance to the over-time rotation list. Should all shift employees refuse or be unavailable to work the overtime, the Employer may offer the work/shift to non-shift bargaining unit employees provided they have the proper training.

In the event that any of the above said employees are unavailable to work the assignment, the least senior bargaining unit employee shall be required to work the assignment. If an employee should refuse overtime of 12 hours or more, said employee shall be charged 12 hours for refusing. 12 hours or less, shall be charged accordingly. Employee shall then be placed accordingly in overtime rotation This will not be in effect for personnel on vacation leave or on a Kelly leave day.

An updated list of accumulated over-time for all employees shall be posted at the station following each pay period. This list shall be used for call in purposes when over-time becomes available. The employee with the least accumulated over-time will be called first and continuing up the list to the employee with the most accumulated over-time until said over-time has been filled.

ARTICLE 20
OVERTIME COMPENSATION

Section 1. All bargaining unit employees shall be paid over-time pay at the rate of one and one-half (1 1/2) time their regular straight time hourly rate of pay for all hours worked in excess of their normal work schedule in accordance with Article 18, Hours of Work/Work periods.

Section 1a. For the purpose of overtime call in an employee shall be considered on vacation and/or Kelly leave from the end of their last scheduled day to the beginning of their next scheduled day.

Section 2. Bargaining unit employees on Kelly or Vacation leave will not be called for overtime rotation unless all shift and fill personnel have been contacted and refused the overtime at which time bargaining unit employees on Kelly or Vacation leave shall be notified of the overtime. If employees on above said leave are contacted and refuse, shall not be charged. Any bargaining unit employee required to work their scheduled Kelly or Vacation day shall be compensated at two and one-half (2½) times their hourly rate of pay. After passing on the first rotation, a bargaining unit employee not on a Kelly or Vacation leave and with the least seniority, may be ordered in to work.

Section 3. Any bargaining unit employee who is called in to cover shift time will be compensated for a minimum of four (4) hours or for hours worked, which ever is greater, at a rate of one and one-half (1 ½) their regular rate of pay. There shall be no minimum hours of over-time pay for work abutting the employee's regular shift except in case of scheduled over-time.

Section 4. Compensatory time shall be permitted and paid at the rate of one and one half the time of the accumulated hours stored. Members shall have the option to receive compensatory time or over time pay when submitting time card. The employee shall have the discretion when compensatory time can be used providing the time off does not create a disruption in the operations of the Department. Employee shall give a minimum of 1 hour prior to taking off. Management reserves to limit the amount of compensatory time stored, eliminate compensatory time in its entirety and require employees to "burn" compensatory time if needed.

ARTICLE 21
EMPLOYEE LIABILITY

Section 1. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 22
COURT/JURY DUTY LEAVE

Section 1. An employee who is in off-duty status and is required to appear in court in reference to his/her official duties as an employee of the Fire Department shall receive a compensation at one and one-half (1 1/2) times the employee's regular straight time hourly rate for all time spent for court duty, plus one (1) hour for travel time.

An employee, who is subpoenaed for jury duty, while on duty, will be paid his regular hourly rate during his absence. In the event an employee is released early from jury duty, he will be required to report for work following jury duty. A copy of the subpoena shall be submitted at the time of the request for civil leave.

Section 2. If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave, trade time or leave without pay at the discretion of the employee. An employee shall give at least one (1) week advance notice, whenever possible, of the need for such a leave.

ARTICLE 23
MILITARY LEAVE

Section 1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty periods not to exceed a total of one hundred and seventy-six (176) hours in one (1) calendar year.

Section 2. An employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty at least six (6) months prior to the beginning of such leave, except in cases of emergency. Upon submittal of military pay vouchers documenting all wages and salaries earned on such leave, the Employer will reimburse the employee the difference between their military compensation and the normally scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time. The

maximum number of hours for which payment may be made in any one calendar year under the provision is one hundred and seventy-six (176) hours.

ARTICLE 24

Immediate Family Members

Section 1. Compensated "immediate family member" includes spouse, brother, sister, child, stepchild, step-father, step-mother, step-brother, step-sister, grandparent, parents, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

ARTICLE 25

LEAVES OF ABSENCE

Section 1. Sick Leave. Sick leave credit shall be earned at the rate of five (5.0) hours each pay period for forty (40) hour employees and at a rate of six (6) hours per pay period for shift employees in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a leave of absence in accordance with the appropriate section of this agreement.

Bargaining unit members may donate unused sick leave to another bargaining unit member according to the Ohio Administrative Code 123:1-46-05.

Sick leave shall be charged in units of one hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or illness or injury of an employee's immediate family member where the employee's presence is substantiated and approved by the Chief.
- B. Medical, dental, or optical examinations or treatment of the employee, which cannot be scheduled during non-working hours.
- C. A member of the immediate family is afflicted with a contagious disease, and due to exposure to the contagious

disease, the presence of the employee at his job would jeopardize the health of others.

D. Pregnancy and/or childbirth and other conditions related thereto.

E. An employee may use up to two (2) days sick leave for personal business use during a calendar year.

F. Employer shall provide an updated sick leave total to the local once a month at minimum.

The Employer shall require an employee to complete the sick leave request form explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action.

Employees intentionally failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with intent to defraud may be grounds for disciplinary action, together with a refund by the employee of any salary or wage paid in connection with such non-compliance by the employee.

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician's statement shall be required for absence of three (3) or more consecutive workdays due to illness. Whenever the Employer suspects abuse of the use of sick leave, it may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The Employer shall pay the cost of such examination.

Section 2. Light Duty Assignment

Upon submission of medical documentation that an employee is unable to temporarily perform firefighting duties due to a work related injury or illness, the Township will provide, if available, at the employee's request, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Department. The parties agree that alternative duty assignments are to be of a temporary nature, not exceeding twelve (12) calendar months.

Section 3. Leave of Absence (Unpaid).

A. The Employer may, upon the receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury, or illness, and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year.

- B. An employee who requests an unpaid leave of absence as defined in Section 3 above shall submit to the Employer a signed physician's statement to include the following information:
- a. Nature of the sickness, injury, or illness
 - b. Date leave shall begin and approximate date of termination of such leave
 - c. Statement that employee is unable to perform his regular duties.
- C. The Employer shall require an employee to take a physical examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position any time during such unpaid leave of absence, as defined in Section 3 above. The Employer shall pay the cost of the examination.
- In the event the Employer's doctor and the employee's doctor are in disagreement, a third doctor selected mutually by the parties will perform the deciding examination, the cost of which will be divided between the Employer and the employee. The decision of the third doctor shall be final and binding.
- D. Upon completion of such leave of absence, an employee may be reinstated to employment at the rank that he had attained at the time leave was granted.

Section 4. Severance Pay. After ten (10) or more years of continuous service with the Canton Township Fire Department, an employee who elects to retire from active service shall receive in one (1) lump sum a cash payment of *one-fourth (1/4)* of accrued and unused sick leave.

For the purposes of this provision, retirement shall be considered that criteria established for retirement from active service with the Department at the time of separation under the applicable Police and Fireman's Disability and Pension Fund.

ARTICLE 26

FUNERAL LEAVE

Section 1. When management is notified of the death of an employee's immediate family member, as defined herein, the employee will be entitled to one (1) twenty-four (24) hour shift of time off with pay from his regularly scheduled turn, for each death, not to be carried over.

Section 2. Additional time off shall be deducted from the employee's accumulated sick leave and shall be approved by management.

Section 3. At the sole discretion of the Employer, an additional day off of paid leave may be used for other family members.

Section 4. In the event a death in the employee's immediate family occurs while an employee is working his normal work shift, the employee shall notify the Employer/Chief/designee and shall be permitted to leave work and be compensated for the remainder of the shift.

ARTICLE 27

TRAINING

Section 1. The Employer recognizes that a Paramedic must meet certain requirements and maintain other certifications in order to retain Paramedic certification.

At the time of this agreement, either the Stark County Paramedic Program and or The State of Ohio requirements for certification for Paramedic must be maintained.

Payment for these hours of continuing education shall be made by the following guidelines:

- A. *Paid at the rate of pay at the time of the training.*
- B. Made on the signed Employer supplied form.
- C. Hours requested match hours of C.E. credit received for session.

The employee will provide to the Employer current copies of all mandated certifications to be kept in their personnel file.

The employee is responsible for maintaining all necessary records that are needed to re-certify State Certifications.

The Employer agrees to pay up to ninety (90) hours of pay at over-time rates per year, for Paramedic continuing education and fire related training. The Employer will also cover any fees and charges involved with taking any classes to maintain specific certifications.

The Chief at his discretion may authorize additional training.

Section 2. Every Firefighter/Paramedic shall meet the minimum physical agility, strength and conditioning requirements as set forth in the Department's rules, regulations, policies, and procedures. Said standards shall be tested using the Department's yearly Interior Firefighters Test (further reference to be called the IFT) of which may be amended from time to time with the approval of the bargaining unit.

Section 3. Full time employees shall take the IFT within the first two(2) offerings of each year. Exceptions to include vacation, Kelly, or sick/injury leave. Upon failure of the IFT within the first two(2) attempts the employee will have the remainder of the calendar year to successfully complete the IFT as scheduled.

Section 4. If the full time bargaining unit member does not successfully pass the IFT within the scheduled year the following shall apply:

- A. The bargaining unit member can show proof of a physical condition thus not being able to physically pass the IFT and be placed on medical leave under a Physician's care.
- B. The bargaining unit member may provide a detailed plan on a physical conditioning program and remain on active duty throughout the process as long as the following occurs:
 - 1. The member shall be placed on a 12 month probation.
 - 2. The member shall submit a schedule and plan of the conditioning program.
 - 3. The member shall perform the IFT every 3 months to monitor progress.
 - 4. Upon successful completion of the IFT, probation for the member will cease and member shall be placed back into normal duty.
 - 5. The member agrees that after 12 months of physical conditioning and continued failure of the IFT the member may voluntarily resign from the Department or the member shall be terminated.

ARTICLE 28

HOLIDAYS

Section 1. Non-probationary bargaining unit employees shall be entitled to the following paid holidays:

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

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The day following Thanksgiving Day
Christmas Day

Section 2.

A. Shift and Fill Employees If an employee performs work on a holiday, he shall be paid holiday pay, one and one-half (1 ½) times his regular straight time hourly rate of pay, for all hours worked (8 hours from midnight to eight o'clock) and twenty four (24) hours for working the shift on a holiday. This rate of pay for work performed shall only be paid when an employee works on the actual holiday in that particular pay period.

An employee not scheduled to work the holiday that is called in for overtime shall be reimbursed at two *and one half* (2½) times his regular rate of pay.

For purposes of this article, a holiday will be defined as the full twenty-four hour period. Employees calling off on a holiday shall forfeit their holiday pay for that holiday period.

B. Non-Shift/Fill Employees. Employees working in non-shift/Fill positions will receive the holiday or other day off with pay at 20% of weekly hours.

ARTICLE 29
VACATION

Section 1. All firefighter paramedics hired prior to March 31, 2003 shall continue to receive as specified in section 2 of this article. Any firefighter paramedic hired after April 1, 2003 shall receive vacation benefits as specified as in section 3 of this article. For any firefighter paramedic hired on or after April 1, 2003 "years of service" shall count from the date of their full-time hire.

Section 2

Years of service

	HOURLY / SHIFT EMPLOYEES
1 year through 5 years	2 weeks/120 hours/5 shifts
6 years through 12 years	3 weeks/192 hours/8 shifts
13 years through 18 years	4 weeks/240 hours/10 shifts
19 years through 22	5 weeks/312 hours/13 shifts
23 years and over	6 week/ 360 hour /15 shifts

Section 3
Years Full-time service

	HOURLY / SHIFT EMPLOYEES
1 year through 5 years	2 weeks/120 hours/5 shifts
6 years through 10 years	3 weeks/192 hours/8 shifts
11 years and over	4 weeks/240 hours/10 shifts

Section 4. An employee shall be eligible for paid vacation leave beginning the first full pay period following his/her first anniversary date and each year thereafter anniversary date of employment.

If an employee is not permitted to take their vacation at approved times and are unable to fit vacation in another time of the year, said employee shall be compensated at a rate of two and one half (2½) times pay for time not used. Any bargaining unit employee required to work their scheduled vacation shall be compensated at two and one half (2-1/2) times their hourly rate of pay.

Upon separation of employment with the Employer and following two (2) weeks prior notice, which two (2) weeks time period shall be worked pursuant to the normal work rotation schedule, an employee shall be entitled to compensation at his/her current rate of pay at separation, for all accrued but unused vacation leave. In case of the death of the employee, any accumulated but unused vacation leave shall be paid to the employee's designated beneficiary or the employee's estate, whichever is applicable.

ARTICLE 30
CALLING OFF

Section 1. The employees understand the importance of early notification of the Chief or his designee for the purpose of calling off. Therefore notification must be given no later than one (1) hour prior to the start the employees shift.

ARTICLE 31
CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Effective upon the execution of this agreement, each non-probationary employee shall be entitled to an annual uniform allowance of six hundred and fifty dollars (\$650.00). This allowance shall be utilized for the purchase and maintenance of

the uniform items as designated by the Fire Chief and used in the performance of the employee duties with the Employer.

Uniform allowance approved purchases;

1. Complete dress uniform
2. Compete duty uniform including all necessary shirts, sweat shirts and jackets
3. Work dress shoes
4. Work boots
5. Belts
6. Socks
7. Tee shirts

Items which may be purchased with the uniform allowance after required uniform items have been purchased and the employees uniform is in good condition for the up coming year;

1. Leather fire boots
2. Flashlights
3. Gloves
4. Dive gear

Section 2. This allowance is received through purchase orders that must be submitted to the Chief's Office with the amount of the purchase. There shall be no carry over of funds from one year to another without the approval of the Fire Chief.

Section 3. Probationary employees shall be supplied with all uniforms and equipment needed and will receive no clothing and equipment allowance throughout the probationary period.

Section 4. Upon request, each employee may receive a record of any activity on their blanket certificate, and a copy of the ledger showing expenditures and balance remaining.

Upon request each employee may receive a record of there uniform allowance balance.

ARTICLE 32

UNIFORMS

Section 1. Daytime hours shall be considered from 08:00hrs to 18:00hrs. Duty uniform, as set forth in policy, shall be worn during daytime hours.

Section 2. Nighttime hours shall be considered from 18:00hrs to 08:00hrs. Nightwear, as set forth in policy, shall be worn during nighttime hours.

ARTICLE 33

WAGES

The parties agree that the provisions of Article 33 - Wages, in the year effective March 1, 2013, may be re-opened at the Union's request, in order to negotiate the terms and conditions of this article.

The UNION agrees to notify the EMPLOYER consistent with the procedure as defined in O.R.C. Chapter 4117.

Section 1. Effective with the ratification of this collective bargaining agreement, each full-time, non-probationary employee shall, with continuous service as a full-time firefighter/paramedic with the Canton Township Fire Department, receive an annual salary:

2012

Probationary Firefighter/Paramedic \$39,500

Firefighter/Paramedic(13-24 months)\$43,878

Firefighter/Paramedic(25-48months) \$46,033

Firefighter/Paramedic(over48months)\$48,586

Firefighter/Paramedic Captain \$49,397

Firefighter/Paramedic Sr. Captain \$50,208

Fire Prevention/Paramedic Captain \$46,296

Section 2. A member of the bargaining unit shall not qualify to take the paramedic captain test until completing 3 years full-time service. The captain's test will be administered per written policy of the department and as opening for said position are required. A fire prevention non- shift employee shall receive an additional \$700.00 annum upon successfully passing the captains test and being appointed as a captain with the department. The 3 year captain's requirement shall not be a grandfathered issued.

Section 3. All Firefighter/Paramedics and Fire Prevention/Non-shift employees are "non-exempt" for purposes of the Fair Labor Standards Act. Any member of the bargaining unit hired after of the implementation of this salary schedule shall be paid in accordance to the salary schedule in section 1 above.

Section 4. Canton Township Fire Department staff wages shall be frozen for contract year 2009 with the understanding that any additional hours worked by any part time member may result in an increase in wages for time worked.

ARTICLE 34
INSURANCE

Section 1.

A. Traditional Health Care

1. The Canton Township Board of Trustees shall provide the existing hospitalization, major medical, and prescription drug insurance coverage, which is effect on this date throughout the employee's time of employment under this Collective Bargaining Agreement.

2. If the existing coverage, which is in effect on this date, is cancelled, non-renewed, or otherwise becomes unavailable, the Canton Township Trustees may substitute comparable coverage.

B. Health Maintenance Organization

The Canton Township Board of Trustees shall make available to and hereby informs the members of the Canton Township Professional Firefighter IAFF 3676 of the option to enroll in the current Health Care Plan in lieu of traditional health care (hospitalization, major medical, and drug insurance.

Section 2. Other Insurance Coverage

- A. The Canton Township Board of Trustees shall provide dental, vision, life, cancer and workers compensation coverage, which is in effect presently. Life insurance coverage shall be maintained at fifty thousand (\$50,000.00) dollar per employee.

- B. If the existing coverage, which is, in effect is cancelled, non-renewed, or otherwise becomes unavailable, the Canton Township Board of Trustees may substitute comparable coverage.

Section 3. Better and/or Alternative Insurance Coverage

Nothing in this section prohibits the Employer from providing better insurance and/or to provide alternative insurance coverage at the employee's option.

Section 4. Insurer Changes in Terms

In the event of unilateral changes in insurance coverage imposed upon the Canton Township Board of Trustees, and in turn imposed upon employees, the Canton Township Board of Trustees responsibility is limited to timely communication and occurrence of said changes to the employees, accompanied by an explanation of their effort(s).

Section 5. Employee Monthly Contribution

<u>Year</u>	2009	2010	2011
Plan			
Employee	\$21.00	\$21.00	\$21.00
Per Pay Cost	\$ 9.69	\$ 9.69	\$ 9.69
Employee & Child	\$27.00	\$27.00	\$27.00
Per Pay Cost	\$12.46	\$12.46	\$12.46
Employee & Spouse	\$41.00	\$41.00	\$41.00
Per Pay Cost	\$18.92	\$18.92	\$18.92
Employee & Family	\$50.00	\$50.00	\$50.00
Per pay cost	\$23.08	\$23.08	\$23.08

ARTICLE 35
RETIREMENT AND DISABILITY

Section 1. Pursuant to the provision of the Ohio Revised Code 742.01 et.seq. each firefighter/paramedic will be requires to become members of the Police and Firefighters Disability and Pension Fund.

Section 2. The Canton Township Board of Trustees will meet all its obligations as set forth in the Ohio Revised Code Sections 742.01 et.seq., specifically including but not limited to contributions to the Police and Firefighters Disability and Pension Fund as required by the Ohio Revised Code Sections 742.34.

ARTICLE 36
FAIR SHARE FEE

Section 1. No Employee shall be required to become a member of any union as a condition for securing or retaining employment.

Section 2. Any employee that chooses not to be a member of the union will pay a Fair Share Fee equal to the bi-monthly deductions (minus per capita) of those employees that are members of the union. The fair share fee shall be paid to the Local 3676 I.A.F.F.

ARTICLE 37
STAFFING

Section 1. A minimum of two full-time shift or fill firefighters/paramedics shall be scheduled and on duty at all times.

Section 2. If sufficient personnel are not available to meet the minimum staffing requirements, firefighter/paramedics shall be retained or recalled on over-time. The employer retains the right to order in the barraging unit member with the lowest seniority. Units shall not be placed out of service for reasons of insufficient personnel.

Section 3. If sufficient personnel are not available to meet the minimum staffing requirements, as set forth in Section 1 and Section 2, in the event of a workplace injury, illness or family emergency involving a bargaining unit member that requires the employee to leave his work assignment, prior to call in of a bargaining unit member the employer shall use part-time shift personnel to fill said vacancy not to exceed three (3) hours from notice of said injury or illness, unless bargaining unit personnel are not available. If all bargaining unit members refuse the overtime, the employer shall require the least senior employee not on a Kelly day or a Vacation day to fill the vacancy.

Section 4. In cases of lack of staffing on the part-time units for periods of four hours or more the employer shall use only bargaining unit members to fill these positions.

Section 5. A. The Shift Commander shall be a member of the bargaining unit.

B. In the event of the Shift Commander position being open another full time Captain appointed by the Chief and trained to perform the position, shall fill the position.

C. Any Captain filling the Shift Commander position shall be compensated at the Shift Commander rate of pay for the hours worked.

ARTICLE 38
SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this agreement complies with all applicable law(s) and legal statutes.

Section 2. If any provision of this agreement is subsequently declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provisions of this agreement are declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination to review the affected provision to determine if the conflict can be resolved to the mutual satisfaction of the parties.

ARTICLE 39
DURATION OF AGREEMENT

Section 1.

- A. This agreement shall be in effect as of the signing of this contract and shall remain in full force and effect through *March 31, 2011*, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and unless specifically and expressly set forth in the provisions of this agreement, all rules, regulations, practices, or procedures presently in effect may be modified or discontinued at the sole discretion of the Employer. Such discretion shall be exercised within the scope of the management's rights article contained herein.

Article 40
Creating A Fire District

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger,

annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

The parties agree that the provisions of Article 18 - Hours of work/Work period and Article 33 - Wages, in the year effective March 1, 2013, may be re-opened at the Union's request, in order to negotiate the terms and conditions of these articles.

The UNION agrees to notify the EMPLOYER consistent with the procedure as defined in O.R.C. Chapter 4117.

SIGNATURE PAGE

Entered into and signed this _____ day of _____, 2012.

FOR THE CANTON TOWNSHIP
BOARD OF TRUSTEES

FOR THE CANTON TOWNSHIP
PROFESSIONAL
FIREFIGHTERS LOCAL 3676

William Smith, President

Christopher Putnam, Pres.

Bill Mittas, Trustee

Christopher Smith, Vice-Pres.

Christopher Nichols, Trustee

Aaron Keener

Ronald Smith, Fiscal Officer

APPENDIX A
GRIEVANCE FORM

Employee's Name _____

Employee's Classification _____

Date Incident Occurred ___/___/___

Location Of incident _____

Date Grievance Was Verbally Discussed With The Chief, Or When
Applicable, The Township Trustee ___/___/___

Discussed With Chief _____ Trustee _____ (Check One)

Chief's Response to Verbal Discussion _____

Date Employee Submits Grievance in Writing ___/___/___

Employee's Signature _____

Acknowledging Receipt Union Official _____

Chief's Signature _____

Trustee's Signature Date (When Applicable) _____

Grievance Form (Continued)

The Following Information]Is To Be Completed By The Aggrieved Employee And Submitted To The Board Of Trustees/Designee.

Describe The Incident That Prompted This Grievance:_____

Specific Articles/Sections Of The Labor Agreement Violated:_____

Remedy Requested To Resolve The Grievance:

Date Received By the Board/Designee ___/___/___

Board of Trustee's Response:

Date the Response Of The Board Was provided To The Aggrieved Employee ___/___/___

Step 2 - Arbitration

Date Of The Submission To Arbitration ___/___/___

Signature Of Board/Designee Acknowledging Receipt Of Notice To Arbitrate
