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05/09/2013

AGREEMENT
BETWEEN
OLMSTED TOWNSHIP
and the
OLMSTED TOWNSHIP PROFESSIONAL
FIRE FIGHTERS UNION, IAFF LOCAL 2845

SERB Case No. 2012-MED-10-1226

Effective Upon Execution to December 31, 2015

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is entered into by and between the Township of Olmsted, Ohio (hereinafter referred to as the “Employer”) and Local No. 2845, International Union of Fire Fighters (hereinafter referred to as the “Union”).

Section 2. Purpose and Intent. It is the purpose and intent of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment to differences which may arise, and to establish proper standards of wages, hours and other conditions of employment as per contract agreement.

ARTICLE 1 RECOGNITION

Section 1. Included. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees in the Fire Department occupying the positions of Captain, Lieutenant, Fire Fighter/Paramedic, Fire Fighter/EMT, (hereinafter, “employees”).

Section 2. Excluded. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Employer retains for itself all rights normally associated with management, except as specifically abridged by the express terms of this Agreement, and not to be otherwise interpreted as limiting, the Employer retains the express right to: 1) hire, discharge, transfer, suspend and discipline employees with just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the necessity for overtime; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work, except that fire-fighting and paramedic services currently being performed by the bargaining unit will not be contracted out, for the duration of this Agreement, without first negotiating with the Union in good faith.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or

modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 3
DUES DEDUCTIONS/FAIR SHARE FEES

Section 1. Dues Deduction. The Employer agrees to deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions.

Section 2. Fair Share Fees. The Employer agrees to deduct regular monthly fees, (hereinafter referred to as a “fair share fee”) from the wages of those employees occupying bargaining unit classifications and not belonging to the Union within sixty (60) calendar days of commencing employment. The fair share fee shall not exceed dues paid by members of the Union. The deduction shall be made from the second paycheck of each month.

The Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with the applicable state and federal legal standards. Disputes over the amount of fair share fee are to be processed under the Union’s internal rebate reduction procedure and are not subject to the grievance procedure.

Section 3. Deduction Timing. Deductions for union dues and fair share fees shall be made from the second paycheck of each month. A check in the amount of the total dues and fees withheld from those employees authorizing dues and fees deductions shall be tendered to the Treasurer of the Union within fourteen (14) days from the date of the deductions. The Employer shall supply the Union with a list of those employees from whom deductions have been made.

Section 4. Indemnification. The Union agrees to hold the Employer harmless from any and all liabilities and damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities and damages that may arise.

ARTICLE 4
NON-DISCRIMINATION

Section 1. The parties agree to continue their policy of non-discrimination as required by applicable law based on sex, race, religion, disability, national origin, military status, genetic information, or age regarding any aspect of employment, including referral for employment, employment advancement, or working conditions.

Section 2. Gender Neutral. The use of the male gender in certain clauses of this Contract is done for convenience purposes and does not imply any preference to male or female employees.

Section 3. Union Status. The Employer and the Union recognize the right of all employees to be free to join the Union, should they so desire, and to participate in lawful Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of Union membership or non-membership.

ARTICLE 5
RULES, REGULATIONS AND ORDERS

Section 1. The Union recognizes that the Township has the right to prepare and implement new and revised work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Township's services and programs. The Union agrees that its members shall comply with all Fire Department rules, regulations, and orders, including those relating to conduct and work performance.

Section 2. Notice. Prior to the implementation or modification of any new or existing work rule, regulation, policy or procedure, the Employer will provide notice to the union, and if requested, meet to discuss the matter. The meeting will be convened at a mutually agreeable time within seven (7) calendar days from the date of request. Any modification will not be effective until having been posted for a one (1) week period. During the posting period, all employees will review and initial the revision.

Section 3. Distribution. All employees will be provided with a copy of any existing or revised work rules, regulations, and policies and procedures issued by the Township.

Section 4. The Employer agrees that departmental rules, regulations and orders which adversely affect the safety of employees, shall be subject to the grievance procedure. The misapplication or misinterpretation of department rules, regulations, and orders is also a grievance.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Township and the Union. The procedures set forth in this article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees, and to provide the final step in the discipline and discharge procedure.

Section 2. Definition. The term "grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or any matters not covered by this Agreement.

Section 3. Procedure Generally. A grievance raised by a bargaining unit member will be brought and considered pursuant to the following rules and procedures:

- A. **Grievance Processing.** All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing. Any grievance that originates from a level above Step 1 may be submitted directly to the next step or level from which it originated. No grievance can originate at a level subsequent to Step 2 except with express written agreement of the parties.
- B. **Grievance Withdrawal.** A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at each step to

lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered resolved based upon the Employer's last answer.

- C. **Default Rejection.** Any grievance not answered by management within the stipulated time limits shall be considered to be answering in the negative, and may be advanced by the member to the next step in the grievance procedure within ten (10) days of the response being due.
- D. **Time Limits.** All time limits on grievances may be extended by mutual written consent of the parties. For purposes of this article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and recognized national holidays. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced.

Section 4. Group Grievances. A grievance may be brought by the Union or any employee or group of employees covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be elected by the group to process the grievance. The employee elected to process the grievance shall list each employee who has elected to be part of the group grievance on the grievance form.

Section 5. Vacancy in Procedure. In the event a step in the grievance procedure is vacant and no designee has been established, the grievant may file at or proceed to the next step in the grievance procedure within the established time frame for action.

Section 6. Grievance Contents. All grievances should contain the following information and be filed using the grievance form as presented in Appendix A:

- A. Grievant's name and signature;
- B. Grievant's position;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Location where grievance occurred;
- F. Description of incident giving rise to the grievance;
- G. Specific articles and sections of the Agreement which are implicated; and
- H. Desired remedy to resolve the grievance.

Section 7. Procedure. 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 schedule. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be used:

Step 1: Fire Chief/Designee

Grievances shall be reduced to writing and presented to the Chief or the Chief's designee within ten (10) days after the incident giving rise to the grievance, or within ten (10) days after the Grievant first knew, or through due diligence, should have known, of the incident. The Chief, or

designee, shall discuss the grievance with the Grievant and Union representative(s) and respond to the grievance within ten (10) days after its presentation.

Step 2: Board of Trustees

If the Grievant is not satisfied with the Step 1 decision, or if an employee appeals from an order of discipline or discharge, an appeal may be filed with the Board of Trustees. The Appeal must be filed within ten (10) days after receipt of the Step 1 answer or the date that notice of the disciplinary action is given. The appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the Grievant believes the Step 1 answer or disciplinary action is in error. The Board of Trustees/designee shall have ten (10) days in which to schedule a meeting with the grieved employee(s) and the appropriate Union Representative(s). The Board of Trustees/designee shall investigate and respond to the employee(s) and appropriate Union Representative(s) within ten (10) days following the meeting.

Step 3: Arbitration

If the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide, no later than fifteen (15) days after the Employer's Step 2 answer was received, whether or not to recommend further appeal. Should the Union decide not to pursue the grievance further, the employee(s) shall be so informed, the grievance will be withdrawn, and the Step 2 decision shall be final and binding. Should the Union decide to pursue the grievance further, the Union may demand that the grievance be submitted to arbitration. A demand for arbitration must be submitted to the Board of Trustees within fifteen (15) calendar days following receipt of the Step 2 answer. The arbitration grievances will proceed under the following guidelines:

- A. Selection of the Arbitrator. Upon submission of a demand for arbitration, the appealing party shall, within ten (10) days after presenting the demand for arbitration, request from the American Arbitration Association (A.A.A.) a list of fifteen (15) impartial American Arbitration Association rated arbitrators. The parties shall prepare an agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree. The parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternative strike method from the list of fifteen (15) arbitrators submitted by the A.A.A.
- B. Hearing Procedure/Authority of the Arbitrator. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days thereafter. The arbitrator shall strictly limit the decision to the interpretation, application, or enforcement of the Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator has no authority to add to, subtract from, modify, change, or alter any provision of this Agreement. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any issues not so submitted, or to submit observation or declarations of opinion which are not directly essential to 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 the grievance was

filed or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to no more than sixty (60) days prior to the date the grievance was presented to the Township at Step 1 of the grievance procedure.

- C. Arbitrability/Decision. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. 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 upon the Union, the member, and the Township, subject to review as provided in the Ohio Revised Code.
- D. Costs. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters 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.

ARTICLE 7 DEFINITION OF SENIORITY

Section 1. Definitions.

- A. Total Seniority. Total Seniority shall be determined by continuous full-time service in the Olmsted Township Fire Department calculated from the date the employee was last hired in the Fire Department. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the resolution number under which the employee was hired.
- B. Rank Seniority. Rank Seniority shall be determined by the continuous full-time service within the Olmsted Township Fire Department calculated from the date the employee was last hired in the Fire Department.

Section 2. Break in Seniority. Continuous service shall be broken only by resignation, discharge or retirement.

ARTICLE 8 PERSONNEL REDUCTION

Section 1. Procedure/Bumping. In the event that the Township decides to layoff employees of the bargaining unit because of lack of work, lack of funds, or consolidation or abolishment of functions, or the Employer determines it necessary to reduce the size of its work force, the Employer will provide fourteen (14) days advance notice of a layoff or abolishment to those employees affected by the reduction. When a layoff is necessary, the Employer shall determine the rank in which the layoff is to begin. Should the layoff begin above the rank of Firefighter,

the employee with the least amount of rank seniority occupying the rank which is to be reduced in number shall be laid off. If the employee laid off occupies the Captain rank, he shall have the option to displace the Lieutenant with the least amount of rank seniority in the Lieutenant rank. If the employee laid off occupies the Lieutenant rank, he shall have the option to displace the least senior Firefighter with the least amount of rank seniority in the Firefighter rank. Any employee displaced as a result of bumping may attempt to exercise his total seniority in the same manner until the least senior Fire Fighter/EMT is laid off. Employees shall notify the Employer of their intention to exercise their displacement rights within five (5) days after receiving notice of layoff.

Section 2. Recall Rights/ Procedure. Laid off employees will be placed on a recall list. If the Employer decides to recall laid off employees, it shall do so in reverse order of the layoff.

Section 3. Reestablishment of Promoted Positions. If a promoted position is reestablished, the employee who formerly held that position shall be reinstated.

Section 4. Hiring after Reductions. No new employee(s) can be hired until all laid off employees have been given notice of recall and sixty (60) days to return to work.

Section 5. No current full-time employee (as of the execution of the 1995-97 Agreement) will be laid off where, as a result, the use of part-time employee is increased.

Section 6. Payment of Accumulated Leave. Any employee laid off will receive full payment for his accumulated compensatory time, vacation leave, and holiday leave in the form of normal weekly payments (bi-weekly checks), with final payment being the remainder until such time as the balances are exhausted. Any sick leave accrued by an employee subject to layoff shall be placed in a bank and reinstated in full upon the employee's return to work from recall.

ARTICLE 9 **DISCIPLINE AND DISCHARGE**

Section 1. No employee shall be disciplined or discharged without just cause.

Section 2. When written and formal charges have been placed against an employee that could result in discharge, suspension, demotion, written reprimand or punishment of any kind, the employee shall receive from the Fire Chief copies of exact charges placed against him at least ten (10) days prior to the effective date of the action. This ten (10) day period shall not apply to matters involving suspension without pay pending termination. However, it is agreed written charges in such instance will be provided in a reasonable period of time. No employee will be suspended without pay until after being afforded a hearing with the Chief.

Section 3. The Fire Chief will schedule a hearing with any employee who has received written, formal charges of discipline or discharge, which will take place prior to the effective date of the imposition of discipline. The employee will be permitted to be represented by a Union official and present evidence to rebut the charge.

Section 4. In any case of discipline resulting in suspension, demotion or discharge, the employee shall have the right to appeal the decision of the Chief through the grievance procedure

beginning at Step 2. Appeals must be filed within ten (10) days after receipt of the Chief's decision.

Section 5. Any employee who has received a written reprimand and is dissatisfied with the Chief's decision may compose a written response which must be submitted to the Chief within ten (10) days after receipt of the written reprimand. The employee's response will be attached to the reprimand and placed in the personnel file.

Section 6. Days shall be defined as consecutive days excluding Saturdays, Sundays, and national holidays.

Section 7. An employee who has been disciplined or discharged shall, at his option, be allowed to have Union representation and to call witnesses to testify at any hearing relating to his discipline or discharge.

Section 8. Failure of the Employer to conform with the requirements of this article shall render the discipline or discharge null and void.

Section 9. Failure of the employee to conform with the requirements of this article shall result in the employee relinquishing his rights of appeal under this article.

Section 10. The time limits set forth in this article may be modified by a mutual written agreement of the Union and the Employer.

Section 11. The costs directly related to an arbitration brought under this article will be split as set forth in Article 6, Section 7(D).

ARTICLE 10 **HOURS**

Section 1. Employees shall be divided into three (3) platoons of relatively equal number. Each platoon shall work a tour of duty consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Each twenty-four (24) hour shift shall commence at 0700 hours and continue to 0700 hours the following day.

Section 2. Employees shall work a fifty-one (51) hour average week, based on a twenty-three (23) day cycle with a day off two (2) out of every three (3) cycles selected by the employee, subject to the approval of the Fire Chief, which shall not be unreasonably denied.

Section 3. Kelly days shall be selected by the employee. The day selected can be changed by the employee with the Chief or the Chief's designee approval, or by mutual trade.

Section 4. The Chief shall be able to schedule personnel on a forty (40) hour workweek schedule for educational, training, or extenuating short-term circumstances. Any employee assigned to a forty (40) hour week will not incur any loss in pay.

Section 5. The Chief may change the shifts of employees as deemed necessary. Employees will be given fourteen (14) days notice prior to any shift change except in emergency situations.

ARTICLE 11
BASIC RATE OF PAY

Section 1. The basic hourly rate of pay equals the total annual compensation divided by 2652 hours for employees on a fifty-one (51) hour workweek.

ARTICLE 12
UNIFORM ALLOWANCE

Section 1. Uniform Issuance/Allowance. All employees are entitled to purchase up to seven hundred (\$700.00) dollars of regulation clothing during each year of the contract and will be reimbursed upon presentation of a satisfactory receipt.

Section 2. All items purchased under this article must meet the standards outlined by the Department in its operating procedures. The Employer agrees that in the event it institutes a change in the employee's uniform that requires the purchase of additional items by the employee, the Employer will reimburse the employees for the cost of the items (i.e., reimbursement is in addition to the uniform allowance set forth under Section 1).

Section 3. New Hires. Newly hired employees will be supplied with the following clothing items at the beginning of employment:

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 1 Blauer Jacket
- 3 Pair Pants
- 3 Department T-Shirts
- 1 Hooded Sweat shirt
- 1 Ball Cap - Department
- 1 Belt
- 1 Pair Shoes/Boots
- All Required Departmental Patches

Section 4. Uniform Return. Newly hired employees who do not complete their probationary period are to return to the Employer all items of clothing purchased on their behalf.

Section 5. Documentation. All receipts for clothing purchases must be turned into the Township Clerk by November 15 of each calendar year or the employee will not be reimbursed for the purchases.

ARTICLE 13
HOLIDAYS

Section 1. Employees shall be entitled to seven (7) holiday shifts off with pay in each year of the contract.

Section 2. Holidays may be taken at any time within the calendar year and used in conjunction with vacation. Requests for holiday time off will be approved according to Article 16.1. Holidays can be changed by the employee with the approval of the Chief or his designees.

Section 3. Any employee performing service on Thanksgiving Day or Christmas Day, defined as 7:00 a.m. on the date the nation's holiday is recognized until the following 7:00 a.m., will be paid time and one-half.

ARTICLE 14
VACATION SCHEDULE

Section 1. Requests for time will be submitted to the Fire Chief or designees on two (2) separate forms on December 1 of the year preceding the time request. On the first form each employee will select the number of days equal to the amount of vacation days that the employee has available. The Fire Chief will then award the days off on the basis of seniority, senior employee choosing first. On the second form, the employee will select days off equal to the number of holidays and Kelly days that each employee has available. After all vacation days have been awarded, the Fire Chief will award holidays and Kelly days as requested based on seniority. Any days not scheduled in this process will be scheduled on a first come, first served basis throughout the year.

Section 2. Each employee shall receive an annual vacation at full pay, provided that they have been employed for at least one (1) year. The amount of vacation time earned will be as follows:

After Completion of 1 Year	5-24 hour shift days
After Completion of 5 Years	7-24 hour shift days
After Completion of 10 Years	10-24 hour shift days
After Completion of 15 Years	13-24 hour shift days
After Completion of 20 Years	14-24 hour shift days

Section 3. The vacation time earned shall be computed for each employee based on the anniversary date of employment. There will be no cash compensation for unused vacation leave if the employee is working for the Township unless prior approval has been granted by the Board of Trustees. No vacation will be carried over beyond the anniversary date of employment without approval of the Township Board of Trustees. If no prior arrangements have been made, and the vacation is unused by the end of the anniversary year, it shall be forfeited.

Section 4. Upon retirement, death, or termination of employment, an employee or his estate shall be paid for all available unused vacation time, at the employee's then existing basic rate of pay, plus longevity, in effect at the time of such retirement, death, or termination of employment.

Section 5. Vacation time may be changed by the employee subject to the approval of the Fire Chief or his designees, and it may be canceled by the Fire Chief only in the event of an emergency. Bumping of vacation time shall not be permitted.

ARTICLE 15
SICK LEAVE

Section 1. Accrual. Each full-time employee shall accrue sick leave at the rate of seven (7) days per year, provided the employee is in paid status. Otherwise the amount will be prorated to deduct time spent in unpaid status.

Section 2. Usage. Employees may use sick leave upon the Fire Chief's approval for personal illness, exposure to contagious disease, which can be communicated to other employees, and illness, injury or death in the employee's immediate family. When sick leave is paid, it shall be deducted from the member's accumulated sick time on the basis of one (1) hour for every hour paid to the employee.

Section 3. Documentation. The Fire Chief may require an employee to furnish a satisfactory written signed statement justifying the use of sick leave. If medical attention is required, or if sick leave is taken for three (3) consecutive days or more, a certificate confirming the illness from a licensed physician may be required to justify the use of sick leave.

Section 4. Immediate Family for Sick Leave Usage. Immediate family in the case of illness shall be interpreted as parents or parents of spouse who reside with the employee, spouse and unmarried children.

Section 5. Separation Payment. Upon death or retirement, one-third (1/3) of all accumulated unused sick leave shall be paid to the employee or to the employee's estate, at the employee's then existing rate of pay.

Section 6. Sick Leave Incentive Payment.

A. Effective January 1, 2014, any employee shall be eligible to earn and receive payment for not using sick leave during the calendar year as follows:

No Sick Leave Used	\$400.00
1 Instance of Sick Leave Usage	\$300.00
2 Instances of Sick Leave Usage	\$200.00
3 Instances of Sick Leave Usage	\$100.00
4 Instances or more of Sick Leave Usage	\$0.00

B. **Payment.** Payment shall be made in the form of a lump sum payment during the first quarter of the year following the year in which payment is made.

ARTICLE 16
FUNERAL LEAVE

Section 1. Amount. Each employee shall receive two (2) paid tours of duty off for the death of a spouse, child, parent or grandparents of the employee or spouse, and for the death of a brother or sister of the employee, or the employee's spouse, or grandchildren.

Section 2. Additional Leave. An employee may use accrued sick leave for additional days subject to limitations as determined by the Fire Chief and the Union.

Section 3. Funeral leave requests take precedence over all other leaves of absence.

ARTICLE 17 **UNPAID LEAVE**

Section 1. Amount. With the approval of the Employer/designee, an employee will be entitled to take an unpaid personal leave of absence, which shall not exceed ninety (90) calendar days.

Section 2. Coordination of Unpaid Leave with Family and Medical Leave. An employee who is on sick leave, and has exhausted all accumulated sick leave, shall be entitled to an unpaid leave pursuant to the Family Medical Leave Act (FMLA), based on twelve (12) weeks of leave per calendar year, and then to an unpaid leave of absence which shall not exceed ninety (90) calendar days from the date the FMLA leave was exhausted. An employee on an unpaid leave of absence shall be permitted to purchase health benefits at the same cost paid by the Township under COBRA.

Section 3. Reporting after Leave. If an employee does not report to the Fire Chief upon expiration of the leave of absence, he shall lose all rights of employment.

Section 4. Probationary Employee Eligibility. Probationary employees shall not be eligible for a leave of absence.

ARTICLE 18 **INJURY LEAVE**

Section 1. Amount. An employee who sustains an injury or contracts an occupational disease in the course of and arising out of employment with the Township, which prevents the employee from performing normal duties, will be kept in paid status for a period of ninety (90) calendar days provided that the injury or illness is not self-inflicted, provided that the employee complies with the terms of this article. After the (90) day period, the Board of Trustees shall review the matter and determine at its discretion whether the employee shall continue to receive his full compensation and benefits during recuperation.

Section 2. Reimbursement. Any employee who is paid benefits under Section 1 shall be required to pay to the Employer any amounts received from the Bureau of Workers' Compensation for lost wages during the period for which injury leave is paid to the employee.

Section 3. Mandatory Disability Application. If at any time the Board of Trustees determines, based on a decision from a physician specializing in occupational medicine, that an employee is permanently disabled and will no longer be able to carry on his duties, the Board of Trustees may insist that the employee apply for permanent disability. In that event, an employee's injury leave benefits shall be continued for the remainder of the 90-day period or longer if extended by the Board of Trustees, or until permanent disability benefits begin, whichever occurs sooner.

Section 4. Sick Leave during IOD Benefit Period. Any employee who is paid benefits under Section 1 shall not have their accumulated sick leave reduced during the period when such benefits are paid.

Section 5. Pre-Scheduled Vacation. If an employee is on injury leave during a prescheduled vacation, upon returning to work and with the approval of the Employer/designee, he shall either reschedule the vacation or bank the vacation and schedule such time during the following year.

Section 6. Procedure/Determination. In order to receive IOD benefits under Section 1, the employee shall (1) apply to the Bureau of Workers' Compensation for certification of the injury and receive approval for the claim; (2) complete an Olmsted Township Authorization to Release Medical Information relevant to the claim; (3) submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On-Duty Leave; and (4) participate in any offered light duty/transitional work/vocational rehabilitation program within their physical limitations as approved by the physician of record. To be eligible for injury leave payments, an injured employee must communicate and cooperate with the Board of Trustees designed Managed Care Organization (MCO), Vocational Case Management Representatives, and Fire Administration. In the event an employee is unable to do all of the steps to determine eligibility as result of his injury, such failure shall not preclude him from initially receiving benefits.

Pending the determination of the claim's compensability by the BWC, an employee will initially be placed on injury leave. Should the claim be subsequently denied, the Township may convert the injury leave to sick, vacation, holiday, or any other accrued time that the employee has available in order to cover that time initially paid as injury leave. The disposition of the claim by the BWC or final court appeal shall govern the claim compensability under the parties' agreement. If benefits are withheld due to a claim denial that is finally approved (including appeals), the eligible amount of time utilized will be revised to injury leave and any sick, vacation, or other paid leave re-credited to the employee. Likewise, if a claim that is approved as IOD is subsequently denied, the employee will be required to reimburse the Township for any IOD benefits given.

Section 7. Light Duty/Transitional Work after IOD Period. An employee incapable of returning to work beyond the IOD period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation. Additionally, the Employer, at its discretion, may extend the injury leave pursuant to Section 1 or may require the employee to submit to a fitness for duty exam and bear the cost of such exam to ascertain whether or not a light duty/transitional position may be available. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty may be made to the employee. The light duty position will be compensated at eighty percent (80%) of the employee's regular hourly rate. An employee on a reduced pay position may use accumulated approved leave so as to make up the difference in his regular bi-weekly pay and his bi-weekly earnings in the light duty position (i.e., the 20% difference). It is within the employee's sole discretion whether or not he wishes to accept the

Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the IOD period.

ARTICLE 19 **COMPENSATION**

Section 1. The compensation schedule is set out and attached as Appendix A, which shall form a part of and be subject to all provisions to this Agreement.

ARTICLE 20 **HEALTH BENEFITS**

Section 1. The Employer shall obtain and maintain in full force and effect a policy of hospitalization and medical insurance for each employee and/or the employee's dependents as may be eligible for coverage. This policy shall include a dental, vision, and prescription program. The Employer shall maintain the MetroHealth Cuyahoga County Regional plan as a base plan for 2013 and thereafter (subject to re-opener as set forth under Side Letter #3), but the Employer is permitted to offer an alternative plan available under the Regional plan, consistent with the terms of Section 3.

Section 2. The election of single, dependent, or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee. Effective April 1, 2013, the Employer shall contribute ninety percent (90%) and its employees shall contribute ten percent (10%) of the monthly cost of health insurance under the base plan that they have selected that is offered by the Employer for coverage.

Section 3. Buy-Up Options. In addition to the base plan offering contemplated under Section 2, the Employer may offer additional buy-up options for coverage. Any employee electing to participate in a buy up option for coverage shall be required to contribute fifty percent (50%) of the premium costs difference between the base plan and the applicable premium cost that has been elected for coverage in addition to the initial ten percent (10%) base contribution amount established under Section 2.

Section 4. Insurance Changes. Any plan that is mutually agreed to may be implemented in place of the existing plan in effect.

Section 5. Spousal Coverage. Effective for the first month following the execution of this Agreement, spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. Such coverage, to be subject to the carve out requirement, must be offered as part of an Employer sponsored benefit package and not merely an unsubsidized/minimally subsidized offering made available through the Employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer or pay the difference between the coverage that the employee would be on were the spouse not enrolled on the township plan (i.e., single or EE/child(ren)) and the cost of coverage with the spouse enrolled (i.e., EE/Spouse or Family). Falsification of spousal coverage information may result in termination.

Section 6. Coverage Coordination. A bargaining unit member who is married to another Township employee is only entitled to coverage under a single family policy from the Employer. For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the Township plan irrespective of parental birth date.

Section 7. Insurance Opt-Out. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical), meaning that they are not covered on the Township health insurance plan, shall receive a monthly bonus of \$250 per month for a waiver of single coverage and \$500 per month for a waiver of family, employee/spouse, or employee/child(ren). Employees must make such waiver request in writing thirty (30) days prior to opt-out payment being applicable, and must provide proof of insurance to the Employer before choosing to waive the Employer's current policy.

Section 8. Dental/Vision Coverage. The parties agree that the Township will continue to provide dental and vision coverage to unit members. The cost of such coverage shall be borne by the Township and will not be included in calculating the parties' respective contribution amounts for coverage under Sections 2 and 3 of this article.

ARTICLE 21 **APPENDICES AND AMENDMENTS**

Section 1. All appendices and amendments of this Agreement shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 22 **SAVINGS CLAUSE**

Section 1. If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 23 **UNION BUSINESS**

Section 1. Employees elected or appointed to represent the Union shall be granted time to perform their Union functions including attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures without loss of pay with the approval of the Fire Chief or his designees. Such approval shall not be unreasonably withheld.

Section 2. Two (2) members of the Union negotiating team shall be allowed time off for all negotiating sessions which shall be mutually set by the Employer and the Union.

Section 3. The Employer shall provide six (6) square feet of bulletin board space in the Fire House living quarters for use by the Union at a convenient location accessible to all employees.

ARTICLE 24
UNION MEETINGS

Section 1. The Employer agrees that the Local Union shall be allowed to hold meetings at the Fire House as long as the meetings do not interfere with the regular activities of the Fire Department.

ARTICLE 25
ASSIGNMENT DURING DISABILITY/LIGHT DUTY

Section 1. Any employee who is on non-IOD-related sick leave may submit a request to the Employer/designee asking to be assigned to Light Duty. The assignment of light duty will be made solely at the discretion of the Employer/designee. The request must be accompanied by certification from the employee's physician setting forth the employee's physical limitations, the reason the employee cannot perform normal job duties, and a prognosis of how long the employee will be required to refrain from performing normal job duties.

Section 2. Assignment Type/Duration. Non-IOD related light duty, if approved, shall consist of available assignments which are medically appropriate and contribute to the function and mission of the Fire Department. All light duty assignments are to be of a temporary nature, not to exceed thirty (30) days, unless extended by the Employer/designee.

Section 3. Reinstatement Certification. Any employee assigned to light duty must submit a certificate from the treating physician stating that the employee can return to his regularly assigned job task prior to reinstatement to regular duty.

Section 4. Benefits while on Non-IOD Related Light Duty. Any employee assigned to light duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority as if working a normally assigned position.

Section 5. Compensation for Non-IOD-Related Light Duty. Non-IOD-related light duty shall be performed between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday, or any part thereof with the permission of the Employer/designee. An employee on light duty will be paid the regular hourly rate as described in Article 13. If the employee has available sick time, it may be requested and used to the maximum of fifty-one (51) hours per week that are part of the employee's regular schedule minus the number of hours for which light duty was performed.

ARTICLE 26
SHIFT EXCHANGE

Section 1. Employees shall have the right to exchange shifts or any portion thereof, when the change does not interfere with the operation of the Fire Department. The exchange of shifts or any portion thereof shall be subject to approval by the Chief or designee. A paramedic may not trade time with an EMT unless another paramedic is on duty at all times. All shift exchanges must be paid back within the calendar year made.

ARTICLE 27
MILITARY LEAVE

Section 1. Any employee who belongs to a reserve force of the United States or of the State of Ohio and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or the State of Ohio, shall be granted leave of absence during the period of such activity.

Section 2. Such leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

Section 3. The employee will be paid during the leave of absence for military service as required by law.

ARTICLE 28
COURT LEAVE

Section 1. The Employer shall grant leave to an employee at the normal rate of pay when on duty or at the overtime rate of pay when subpoenaed off duty for the period of time the employee is required to appear before a court, judge, justice, magistrate or coroner as a defendant (provided an employee is not under suspension or was terminated as a result of his actions) or witness in matters directly relating to employment with Olmsted Township.

Section 2. The Employer shall grant leave to the employee at the normal hourly rate of pay for the period for which the employee is required to appear for jury duty.

ARTICLE 29
CONTINUING EDUCATION

Section 1. Employees required to use their private automobiles for fire department business or schooling approved by the Chief shall be compensated at the current maximum rate allowed by the Internal Revenue Service.

Section 2. Employer-Provided Training. The Employer shall continue to provide continuing education for those employees who are required to obtain any certification or decertification in order to maintain employment. Cost for continuing education shall be paid by the Employer. Any employee who is required to attend classes above and beyond the normal work schedule shall be paid for that time, if required, by the Fair Labor Standards Act.

Section 3. The Employer shall encourage employees to attend schools and seminars dealing with fire fighting/EMS to enhance their skills. When such training is approved, the Employer shall allow time off to attend such schools.

Section 4. The Township shall set up a special fund of six thousand dollars (\$6,000.00) for special schooling, educational seminars, and expenses for each year of the contract, to be used as determined by the Fire Chief. This fund will be divided as equally as possible over the term of the contract amongst the employees who have requested the use of educational funds.

Section 5. Training Expenses. Upon submission of receipts, employees who are required to travel outside Olmsted Township for training will be compensated for meals to a maximum of twelve dollars and fifty cents (\$12.50) for each consecutive eight (8) hour period outside the Township with a maximum of twenty-five dollars (\$25.00) for each twenty-four (24) hour period.

ARTICLE 30
TURN OUT GEAR

Section 1. The Employer shall furnish and maintain at no cost to the employees all gloves, helmets, protective clothing (turn out gear) and other protective equipment necessary to preserve and protect the safety and health of the employees.

Section 2. All protective clothing and equipment shall be selected by the Chief, and shall meet all existing of newly adopted NFPA standards.

ARTICLE 31
DEPARTMENT MEETINGS (DRILL NIGHT)

Section 1. If an employee is required to attend departmental meetings while off duty, the employee will be compensated at one and one-half times (1.5) the hourly rate, with a two (2) hour minimum.

ARTICLE 32
OVERTIME

Section 1. Any time worked in excess of twenty-four (24) hours in a seventy-two (72) hour period shall be considered overtime except for shift exchanges. Overtime shall be compensated at one and one-half (1.5) times the regular rate of pay calculated by dividing the regular rate by 2756. Effective January 1, 2008, any time worked in excess of twenty-four (24) hours in a seventy-two (72) hour period shall be considered overtime except for shift exchanges. Overtime shall be compensated at one and one-half (1.5) times the regular rate of pay calculated by dividing the regular rate by 2652. The Fire Chief will determine the necessity for overtime

Section 2. A member will be paid a minimum of two (2) hours of overtime when called to work during off duty time.

Section 3. Any hours worked in excess of one hundred forty-four (144) hours in a nineteen (19) day period shall be paid at one and one-half (1.5) times the regular rate of pay, or by compensatory time, at the option of the employee. Effective January 1, 2008, any hours worked in excess of one hundred sixty-eight (168) hours in a twenty-three (23) day period shall be paid at one and one-half (1.5) times the regular rate of pay, or by compensatory time, at the option of the employee.

Section 4. Employees shall be paid for all overtime worked in the same pay period the work is performed.

Section 5. Upon termination of employment or death of any employee, the accumulated compensatory hours shall be paid to the employee terminating his employment, or in the case of death, to the estate of the deceased employee.

Section 6. Shift exchange mutually agreed upon by employees and approved by the proper authority (Article 26) shall not be considered in determining overtime.

Section 7. The Union will maintain a rotating list of the employees covered by this Agreement for the purpose of dispensing available overtime in an equitable manner. The initial list will be in seniority order and kept available for review. When the Employer determines that it is necessary to staff with overtime, Fire Department personnel will be instructed to call one (1) or more of the full-time employees covered by this agreement to work overtime. The Chief or Assistant Chief may make the call in the event of emergency. The Fire Department will call the employee highest on the list; that employee will be given fifteen (15) minutes to return the call. If the call is not returned within fifteen (15) minutes, the Fire Department will call the employee next on the list, and so on until the position is filled. If the Employer determines that a paramedic is needed, available EMTs may be bypassed, but shall not lose their place on the list.

ARTICLE 33 **LIFE INSURANCE**

Section 1. The Employer will provide each employee with a fifteen thousand (\$15,000.00) dollar term life insurance policy which will include an accidental death and dismemberment clause.

ARTICLE 34 **PROMOTIONS**

Section 1. All examinations shall be impartial and shall relate to those matters which will fairly test the candidate's ability to discharge the duties of the position to be filled. An employee must have served three (3) years in the rank from which he seeks promotion prior to taking an examination.

Section 2. Notice for promotional examinations shall be posted thirty (30) days prior to the examination date. Notice shall include the name of any text from which the examinations will be based, locations where these materials may be purchased, and deadlines for applications.

Section 3. The promotional examination for the position of Lieutenant and Captain shall be scored according to the following percentages:

- | | | |
|----|---------------------|-----|
| 1. | Written Examination | 50% |
| 2. | Oral Interview | 50% |

Section 4. The written examination shall be given by a certified agency chosen by the Chief. Any person administering any portion of the written test shall not have personal or social knowledge of the applicants.

Section 5. The oral interview shall be conducted by three (3) representatives from the Agency (interviewers). The candidate's final score will be the average of the scores provided by the interviewers.

Section 6. One percentage point will be added to a candidate's final score for each consecutive five (5) years of employment as an Olmsted Township Fire Fighter to a maximum of three percentage points.

Section 7. The final scores shall be calculated by the Agency, which will create a list ranking the candidates according to score from highest to lowest and deliver the list to the Chief of the Fire Department.

Section 8. All applicants will be notified of their final score and their relative standing.

Section 9. The Employer will promote one (1) of the three (3) candidates standing highest on the list.

Section 10. The period of eligibility for the promotional list shall be for two (2) years or whenever the eligible lists contains less than three (3) candidates, whichever is earlier.

Section 11. A promoted employee shall serve a probationary period of twelve (12) months. If during that period the Employer determines that the employee has not satisfactorily performed the duties of the new position, the employee shall be returned to, or may be permitted to return to, the position from which the employee was promoted without loss of seniority.

ARTICLE 35 **OCCUPATIONAL SAFETY AND HEALTH COMMITTEE**

Section 1. An Occupational Safety and Health Committee shall be established to serve in an advisory capacity to the Fire Department. The committee shall include a representative from management (which may be the Chief), and two (2) members of the Olmsted Township Fire Department, chosen by the Union, who have attained the rank of First Class or higher.

Section 2. Purpose. The purpose of this committee shall be to conduct research, develop recommendations, study, and review matters pertaining to occupational safety and health within the Fire Department.

Section 3. The committee shall meet as needed and employees shall serve without compensation unless the meeting is held during on duty time. The committee shall hold special meetings upon request of the union representative. Written minutes of the meetings shall be retained and made available to all employees.

Section 4. Chief's Recommendation. The committee shall make recommendations to the Fire Chief on matters concerning the safety and health of department members. The Fire Chief shall respond within fourteen (14) days or within a mutually agreed time frame. Committee recommendations accepted by the Chief shall be presented to the Board of Trustees for their consideration.

Section 5. Board Response. The Board of Trustees shall respond to the recommendations within fourteen (14) days or within a mutually agreed time frame.

ARTICLE 36
COMPENSATORY TIME

Section 1. When compensatory time off is desired, the employee will determine, subject to the approval of the Fire Chief or his designee when that time will be taken.

Section 2. Employees shall be allowed to accumulate a maximum of four hundred eighty (480) hours of compensatory time, and will be paid in cash for all overtime after four hundred eighty (480) hours are accumulated.

Section 3. In the event of retirement, death, or termination of employment for any reason, members or their legal heirs shall be paid all accumulated compensatory time at the regular rate then in effect.

ARTICLE 37
WORKING OUT OF CLASSIFICATION

Section 1. Any member who is assigned to perform duties of the next higher rank due to absence for reasons such as illness, personal leave, vacation days, etc., shall be paid an additional one dollar and fifty cents (\$1.50) per hour for each shift so assigned.

ARTICLE 38
PROBATIONARY PERIOD

Section 1. Initial Hire/Certification. Newly hired employees who are certified paramedics on the date of hire shall serve a probationary period of twelve (12) months. The probationary period for any new employee who is not a certified paramedic on the date of hire will be twelve (12) months after certification is earned.

Section 2. Re-Hire. Any employee who is discharged or resigns and is later rehired shall be considered a new employee and subject to all terms contained within this Agreement including the completion of a new probationary period.

Section 3. Promotional Probationary Period. Any newly promoted employee to a bargaining unit position shall be required to serve a promotional probationary period of twelve (12) months.

Section 4. Discipline during Probation. During the probationary period, an employee may be subject to discipline, suspension, or discharge while serving their probationary period with no right of appeal.

ARTICLE 39
FITNESS FOR DUTY

Section 1. Reasonable Cause. If the Township has a reasonable basis for believing that an employee cannot perform the essential functions of his position or poses a danger to himself or

others, the Township may require an employee to submit to a physical or psychological examination by a doctor of the Township's choice and at the Township's expense.

Section 2. Third-Party Determination. In the event of a finding that the employee is "unfit for duty," the employee shall have the right to submit a report of a doctor selected and paid by the employee which offers an opinion that the employee is "fit for duty." In the event of such submission by the employee, the Township and the employee shall agree upon a third doctor to make an independent evaluation. The opinion of the mutually selected doctor as to the employee's "fitness for duty" shall be final and binding upon both the Township and the employee.

Section 3. Reasonable Accommodations. Should a final determination be made that an employee is "unfit for duty," the Township, the Union, and the employee will meet to determine if reasonable alternatives and/or accommodations can be made to retain employment with the Township. If no reasonable accommodation is mutually agreeable, then the employee will be placed on his paid leave until such leave is exhausted (concurrent with FMLA time), and then unpaid FMLA Leave (if still available) until exhausted, at which point, the employee would be subject to disability separation.

ARTICLE 40 **DRUG AND ALCOHOL TESTING**

Section 1. Policy. The Employer and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employers work sites and/or while an employee is on duty.

Section 2. Informing Employees About Drug and Alcohol Testing. All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to the employee. Prior to any testing, the employee will be required to sign the attached consent form and release form (Appendix B). Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer.

Section 3. Employee Testing. Employees shall be subjected to random medical testing involving urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. Fifteen percent (15%) of the safety forces will be random tested annually. All new hires shall be drug tested.

Section 4. If, however, there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to

undergo a medical test consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding ten thousand (\$10,000.00) dollars); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or an arrest and conviction of a drug related offense; or information provided by reliable and credible sources that have been independently corroborated.

Post Accident testing for drugs shall be done within thirty-two (32) hours, for alcohol within eight (8) hours.

Section 5. Sample Collection. The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall be chosen by the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 6. Drug Testing. The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites
 Cocaine metabolites
 Opiate metabolites
 Phencyclidine
 Amphetamines

If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued and all samples shall be destroyed. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

Drug	Screening Cutoff	Confirmation Cutoff
Amphetamines*	500 ng/ml	250 ng/ml
MDMA/MDA/MDEA	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine Metabolite*	150 ng/ml	100 ng/ml
Marijuana Metabolite*	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates*	2000 ng/ml	2000 ng/ml
6MAM	10 ng/ml	10 ng/ml
Phencyclidine*	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

An employee who tests positive within the above parameters or refuses to be tested shall be notified that Injury Leave and/or Workers' Compensation benefits may be denied.

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Alcohol Testing. A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Ohio State Police. An initial positive alcohol level shall be .02 grams per 201 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file.

Section 8. Medical Review Officer. The Medical Review Officer shall be chosen by the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests, and medical conditions and work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Officer must review all medical

records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication, and may contact the prescribing physician.

Section 9. Laboratory Results. The laboratory shall advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Officer once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 10. Testing Program Costs. The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Officer. The Employer shall also reimburse each employee for his time and expenses, including travel incurred, involved in the testing procedure.

Section 11. Rehabilitation Program. Any employee who tests positive for illegal drugs shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employee for treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the twenty-four (24) month period, he shall be subject to disciplinary action as per the Department Rules and Regulations; the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twenty-four (24) month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

Section 12. Duty Assignment after Treatment. Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 13. Right of Appeal. The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 14. Union held Harmless. This drug and alcohol testing program was initiated at the request of the Employer. The Police Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 15. Changes in Testing Procedures. The parties recognize that during the life of this Agreement there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

Section 16. Conflict with Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state or local statutes.

Section 17. The employee and the I.A.F.F. Local 2845 shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 18. There shall be an initial four (4) hour employee educational program, and an annual two (2) hour employee refresher program. There shall be an initial four (4) hour Supervisor educational program, and an annual two (2) hour Supervisor refresher program.

Section 19. If any portion of this Drug and Alcohol Testing Policy prevents the Township from securing the Drug Free Safety Workplace discount for its Workers' Compensation premiums, the offending provision will be reopened for negotiation. If the parties are unable to resolve the dispute, the issue will be presented to an arbitrator as set forth at Step 3 of the Grievance Procedure.

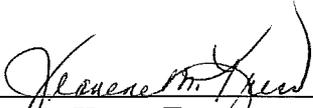
ARTICLE 41 **DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective upon execution and shall remain in full force and effect until three (3) years thereafter. If either party desires to negotiate a successor agreement, it may give the other party notice of its desire to do so and file for negotiations no more than one hundred twenty (120) days prior to the expiration of the Agreement. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing at least sixty (60) days prior to the expiration date that it desires to modify the Agreement.

SIGNATURE PAGE

In witness whereof, the parties hereto affix their signatures on this 4/15 day of 2013.

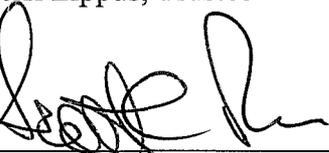
FOR THE EMPLOYER



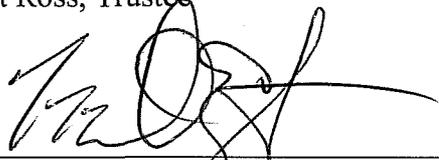
Jeanene Kress, Trustee



Sherri Lippus, Trustee



Scott Ross, Trustee



Michael D. Esposito, Negotiator

FOR THE IAFF



Christopher Jansen, IAFF Local 2845
President



Christian Platzar, IAFF Local 2845
Vice President



Dean Souris, IAFF Local 2845
Vice President

APPENDIX A
WAGES

Effective January 1, 2013

Fire Fighter/EMT

Starting Wage	\$37,588.71
After One Year	\$42,676.66
After Two Years	\$49,471.06

Effective January 1, 2014

[Subject to re-opener as set forth under Side Letter #3]

Effective January 1, 2015

[Subject to re-opener as set forth under Side Letter #3]

Rank Differential

Any Fire Fighter promoted by the Employer to the position of Lieutenant will be paid a rank differential of ten (10%) percent above the base wage of a Fire Fighter after two (2) years.

Any Fire Fighter promoted by the Employer to the position of Captain will be paid an additional ten (10%) percent above the base wage of Lieutenant.

Longevity

After three (3) years of full-time employment, each employee will receive an increase in base wages of one (1%) percent of the annual wage then paid to a Fire Fighter/EMT for each year of full-time service thereafter provided. The longevity calculation for lieutenants and any captain that may be appointed will include the pertinent differential.

Paramedic Pay

Each employee certified as a paramedic by the State of Ohio on January 1st of each year of the contract will be paid a paramedic premium of one thousand five hundred (\$1,500.00) dollars in the first paycheck received in the following December provided that the employee remains certified throughout the year.

Mechanic Premium

Each member designated by the Fire Chief as vehicle maintenance supervisor will perform maintenance duties on vehicles owned and operated by the Employer and will be paid an additional six hundred fifty (\$650.00) dollars in base wages.

APPENDIX A
WAGES
(Continued)

Fire Inspector

Each member certified to perform fire inspections, and who actually performs such inspections at the direction of the Employer, will be paid an additional seven hundred fifty (\$750.00) dollars in base wages.

APPENDIX B
CONSENT AND RELEASE FORM FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and fully understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or typed name of employee

Signature of employee

Date

SIDE LETTER #1
ALTERNATIVE COVERAGE FUNDING

As an alternative to Employer sponsored health care, the parties agree to discuss the option of providing funding for the employee to purchase his own health insurance from an alternative source, provided that in doing so the Employer is not assessed a fine, penalty, or other negative consequence for not providing coverage to the employee. The funding to be provided will be the cost of the coverage of the base plan for which the employee is eligible to receive from the Employer, less ten percent (10%) distributed to the employee on a monthly basis. Such payment will not be provided if the employee merely opts onto alternative coverage provided from his spouse.

SIDE LETTER #2
LEVY FUNDING

As part of this Agreement, the Olmsted Township Board of Trustees agrees that it will seek additional funding to sustain Township services in November 2013.

SIDE LETTER #3
REOPENER

For the year 2014 and 2015, either party may request to re-open negotiations under R.C. 4117. Should the parties reach impasse in such re-opener negotiations, the dispute resolution procedure shall be as set forth under Ohio Rev. Code 4117.14, except that the Conciliation restrictions set forth in Ohio Rev. Code 4117.14(G)(11) regarding award cost implications are hereby waived. If initiated, the re-opener shall be limited to wages, healthcare, and other matters with cost implications to the Employer.

SIDE LETTER #4
COMPENSATORY TIME CASHOUT

For the year 2013, compensatory time cash-out shall not be made available to employees unless there is an emergency that is approved with the Board's approval.

SIDE LETTER #5
2013 LEAVE SCHEDULING/TIME OFF

Section 1. The parties enter into this Side Letter for 2013 only to address issues directly relating to levels of service in the community and the department ability to receive reimbursement for provided services.

Section 2. The parties agree that for 2013 leave time, members who withdraw previously scheduled time or cannot schedule time off due to service constraints will be permitted to carry-over up to ninety-six (96) hours of vacation and holiday time into the 2014, to be utilized or paid out by 2015. If such funds are available, budgeted, and approved for payment by the Board, such time may be paid out to the employee.

Section 3. The parties agree to conduct quarterly labor management meetings to review the status of department expenditures and the budget as well as attendance, scheduling, and time off issues so as to collaboratively address the issues recognized in Section 1.

Section 4. Shift Fill Discussions. The parties agree that approved shift fill will only be compensated in the form of compensatory time for 2013. In order to ensure this, the parties agree that anyone who might be eligible for shift fill who cannot receive compensation in the form of compensatory time will be bypassed on the rotation until such time as they can receive the compensation in the form of compensatory time.

Section 5. In the event that the Board has a reasonable belief that the members are not self policing the impact of attendance issues on the mutual concerns recognized in Section 1, the parties shall immediately meet and see if a mutual agreement can be reached to address the concerns. In the event that none is reached, the parties' respective proposed solutions shall be submitted to expedited interest arbitration for resolution, with Mitchell Goldberg serving as Arbitrator.

SIDE LETTER #6
2013 REDUCTION IN FORCE

The parties recognize that a reduction in force had been scheduled to take effect in 2013, but as part of this Agreement, the Olmsted Township Board of Trustees has rescinded layoff notices that were due to take affect on March 31, 2013, and made a no layoff guarantee for all full-time bargaining unit members employed as of March 30, 2013, for the duration of the year 2013. This no layoff commitment is contingent upon the voluntary departure of one full-time unit member and costing as contemplated by the costing that the parties have discussed in bargaining.

The parties agree that this guarantee may be extended by mutual agreement to full-time bargaining unit members employed as of March 30, 2013.

Under this Agreement the Township will conduct a fiscal hardship re-enrollment under which the new options for coverage will be implemented as soon as possible, but no earlier than April 1.

SIDE LETTER #7
GRIEVANCE SETTLEMENTS

As part of this Agreement, the following grievances have been settled as described below:

1. **IOD Grievances:** The parties have agreed that the grievances involving an IOD and reporting issue concerning unit members Kovach and Von Der Vellen are hereby settled and the reprimands withdrawn. Any time utilized in connection with the Von Der Vellen claim will be resolved based on the procedure in Article 18 (i.e., the BWC determination shall control).

2. Vacation Scheduling: The parties agree that grievance 02-2013 is hereby settled on a non-precedential basis. The parties agree to address 2013 leave scheduling and time off issues through the negotiated side letter appended to the parties' Agreement (General Order No. 03-05-13 is rescinded at the present time).