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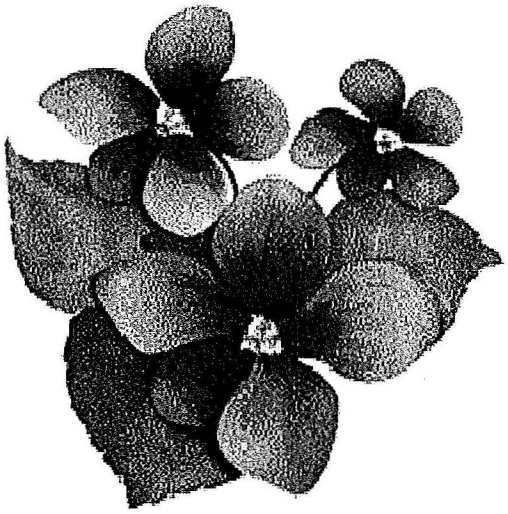
LOCAL BARGAINING AGREEMENT BETWEEN

Professional Firefighters of Violet Township IAFF Local 3558

Violet Township Fairfield County, Ohio



EFFECTIVE DATES
JANUARY 1, 2013 – DECEMBER 31, 2015

ARTICLE 1
PREAMBLE

Section 1.1 This Agreement, entered into by Violet Township, Fairfield County, Ohio, hereinafter referred to as the "Employer", and the International Association of Firefighters, Local 3558, hereinafter referred to as the "Union", has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2 - References This agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
RECOGNITION

Section 2.1 The Employer recognizes the International Association of Firefighters Local 3558 as the sole and exclusive bargaining agent for the purposes of collective bargaining in any and all matters relating to wages, hours, terms, and conditions of employment for all bargaining unit employees.

Section 2.2 The bargaining unit shall consist of all full-time firefighters and officers employed by Violet Township, Ohio, which includes the following classifications:

Firefighter
Lieutenant
Battalion Chief
Fire Prevention Officer

Classifications excluded from the bargaining unit include:

Chief
Assistant Chief
All other Township Employees

In the event a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be settled by the State Employment Relations Board.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1 Unless the employer agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the employer to:

Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

Direct, supervise, evaluate, or hire employees;

Maintain and improve the efficiency and effectiveness of governmental operations;

Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

Determine the adequacy of the work force;

Determine the overall mission of the employer as a unit of government;

Effectively manage the work force;

Take actions to carry out the mission of the public employer as a unit of government.

Section 3.2 The parties agree that the right to manage and establish policy shall be vested in the Township and, for the life of this Agreement, there shall be no duty to bargain over such decisions or Township policy or the effects that such decisions or policy would have on wages, hours, or terms and other conditions of employment, provided that policy shall not violate any of the express terms of this contract.

ARTICLE 4
SICK LEAVE

Section 4.1 Employees shall be entitled to a full paid leave of absence for sickness, to be earned at the rate of 1.25 days for each month of service. For fifty-three (53) hour employees it is thirty (30) hours per month, and for forty (40) hour employees it is ten (10) hours per month. Fifty-three (53) hour employees may accumulate up to 6152 hours and forty (40) hours employees may accumulate up to 3160 hours. Employees with an accumulation greater than those amounts as of January 1, 2013, will be frozen until their sick leave balance falls below these maximums.

Claims for payment of sick leave shall be approved by the Fire Chief or his designee for the following reasons:

(A) Illness or injury of the employee when the exact nature of the illness or injury has been satisfactorily documented.

(B) Illness or injury of a member of the employee's immediate family. The exact nature of the illness or injury must be explained and relationship stated.

(C) When leave is requested to care for members of the immediate family, the employee may be required to furnish a physician's certificate or other documentation to verify that the presence of the employee is necessary to care for the family member.

(D) Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family, when the need is demonstrated and the absence is approved in advance by the Fire Chief or his designee.

(E) If a member of the immediate family is afflicted with a contagious disease and required the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of the other employees.

(F) Pre-induction medical exam required by the Armed Forces.

(G) Pregnancy and pre-childbirth and other conditions related thereto.

(H) An employee is limited to five (5) calendar days for forty (40) hour employees or three (3) duty days for fifty-three hour employees for the care of his wife and family during the post-natal period.

Section 4.2 A claim for sick leave exceeding one (1) consecutive duty day may need the support of a physician's statement to the effect the employee is incapacitated or unable to perform his/her duties, if the employer so requests. Any employee requesting sick leave may be requested by the employer to be examined by a physician assigned by the employer, whose opinion shall control. The cost of such examination is to be paid by the employer. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

Section 4.3 When an employee is unable to report to work, he/she shall notify the Fire Officer on duty by telephone or other means of communication at least one (1) hour prior to the scheduled reporting for work time on the first day of absence unless emergency conditions make this impossible.

Section 4.4 Employees absent from duty, whether due to sickness, injury, or for any other reason, who neglect to properly report the cause for such absence, may be required (in the discretion of the employer) to forfeit pay for that period of time during which the absence had not been officially reported and investigated.

Section 4.5 Upon return to work, an employee shall apply for sick leave pay on a form provided by the employer, if not previously submitted. This document will be considered as the signed, written statement justifying the use of sick leave in accordance with approved department procedures. The employee's reason for absence must be specific enough for the Fire Chief or his designee to determine if the absence will qualify for paid sick leave as indicated by the sections listed above. If

medical attention is required, a certificate from a licensed physician stating the nature of the illness or injury must be submitted.

Section 4.6 Copies of sick leave applications shall be retained for a minimum of eight (8) calendar years.

Section 4.7 An employee who becomes eligible for Worker's Compensation payment for loss of time may choose to use sick leave before such payments are made.

Section 4.8 If an illness or disability continues past the time covered by sick leave, the employee may apply for injury leave.

Section 4.9 (REFER TO APPENDIX "E") An employee, at the time of retirement or separation from active service with the Violet Township Fire Department, who has ten (10) or more years of service with the Violet Township Fire Department may elect to be paid in check for one half (1/2) the value of his or her accrued but unused sick leave credit. The maximum amount of sick leave accrual for payment terms shall be 3000 hours for fifty-three (53) hour personnel, and 1200 hours for forty (40) hour personnel. The payment shall be based upon the employees rate of pay at the time of retirement or separation and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive one or more payments under this division, but the aggregate value of accrued but unused sick leave that is paid shall not exceed, for all payments, the value of 1500 hours for fifty-three (53) hour personnel, and 600 hours for forty (40) hour personnel. If the employee's separation from active service with the Violet Township Fire Department is due to a just cause termination, that employee forfeits any of their unused sick leave accrual, and is not eligible for sick leave pay out.

Section 4.10 In the event a member becomes incapacitated and as a result is unable to perform the duties required of his position, such members shift supervisor shall complete and submit a report of the conditions and circumstances involved. After the degree and extent of any disability has been by the member's personal physician, the involved member may be placed in a position compatible with the limits of his physical condition.

Section 4.11 Sick leave may be used for illness, injury, death, or emergency for immediate family defined as; spouse, son, daughter, brother, sister, parent, grandparent, grandchild, step-father, step-mother, step-son step-daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent-in-law, half brother, half sister, or anyone who stands in place of the parent. Also sick leave may be used for other family emergencies upon the approval of the fire chief or his designee. Sick leave may also be used for death in the employee's immediate family, provided leave for such reason shall not exceed three (3) duty days for fifty-three (53) hour employees, or 5 calendar days for forty (40) hour employees.

Section 4.12 Employees on sick leave, whether paid or unpaid, may not engage in any other employment on any day the employee would be scheduled to work.

Section 4.13 In the event an employee uses all his/her sick leave due to extended illness or injury, as well as, all other accumulated time off, other employees may donate a maximum of ninety-six (96) hours of sick leave to said employee. The

donated sick leave time shall be deducted from the grantor's accumulated sick leave and credited to the recipient employee's account. The donation of time shall not affect the employee's option for sick leave payouts as outlined in Section 4.15 of this contract. If an extended injury or illness arises and the ninety-six (96) hour sick leave donation per employee has been exhausted; Violet Township agrees to discuss raising the maximum donation above 96 hours per employee.

Section 4.14 The provision in Section 4.13 may not be used as a means to increase retirement compensation and/or severance pay.

Section 4.15 Employees may elect to convert twenty-four (24) hours of sick leave every three (3) months. The 3-month periods shall be January-March, April-June, July-September and October-December. The payment will be calculated using the employee's current hourly rate for the quarter requested, and provided the following criteria are to be met:

1. No sick days were used during the 3-month period with exception of bereavement leave or donation of sick time.
2. The employee has five (5) years of service with Violet Township Fire Department.
3. The employee has (>1500 hours for fifty-three (53) hour employee or >600 hours for forty (40) hour employee) in their sick leave bank.
4. The employee shall submit the appropriate form with the payroll.

Should the employee's sick leave bank drop below the above listed hours, the employee is not eligible for this benefit until their bank is at or above this level again. Payments will be made during the first full pay following the end of the 3-month period as a part of their regular pay.

Section 4.16 The Local agrees that if the Township is faced with having to fund Sick Leave balances by either State or Federal mandate that the parties agree to meet and mutually address the issue.

Section 4.17 Members On Extended Sick Leave – Return to Work. Modified by the Memorandum of Understanding ATTACHED AS APPENDIX "C"

ARTICLE 5
ON THE JOB INJURY LEAVE

Section 5.1 An employee who qualifies for temporary total disability payments through the Bureau of Workers' Compensation for an in-service occupational disease or injury arising out of his employment, per occurrence, will be entitled to receive his normal salary during the first forty-eight (48) duty days for forty (40) hour employees, and thirty (30) duty days for fifty-three (53) hour employees for such injury provided the employee agrees to reimburse the employer all temporary total disability payment received from the Bureau of Workers' Compensation for those forty-eight (48) and thirty (30) duty days respectively.

Section 5.2 Before any employee makes application to the Township for benefits under this Article, he shall first make application for Workers' Compensation benefits or insurance proceeds from any appropriate compensation fund or insurance company. Injury leave with pay shall be only granted to an employee for injuries or disabilities caused or induced by the performance of his position.

Section 5.3 Any waiting period required to process a Workers' Compensation claim through the Bureau of Workers' Compensation will not be deducted from the Employees sick leave.

Section 5.4 The employee must sign a written agreement, which directs all temporary total disability payments from the Bureau of Workers' Compensation to the claimant in care of the employer, at the employer's address.

Section 5.5 Notwithstanding any of the foregoing to the contrary, the approval of additional injury leave in excess of forty-eight (48) duty days for forty (40) hour employees and thirty (30) duty days for fifty-three (53) hour employees shall be reviewed by the Labor - Management Committee. A recommendation will then be made to the Township Trustees and the awarding of additional injury leave will then be the sole prerogative of the employer.

Section 5.6 During such injury leave, the employer shall maintain its regular payments into medical and pension plans. The said leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits. If injury is disallowed by Workers' Compensation, the employee will be charged with the time lost from work.

Section 5.7 Employees on injury leave, may not engage in any other outside employment on any weekday during the business hours of the fire department, unless there is an agreement with the Fire Chief or a designee.

ARTICLE 6
EARNED TIME

Section 6.1 "Earned Time" shall be the combined running total of all overtime. Employees shall have the right to elect to take earned time, at the rate of one and a half (1.5) hours for each overtime hour accumulated in lieu of receiving overtime compensation.

Section 6.2 Employees shall notify the Fire Chief or his designee of the employee's election to take earned time in lieu of overtime compensation as soon as possible, but no later than the close of the pay period in which it is earned. This shall be accomplished by completing the overtime request form indicating that earned time is requested.

Section 6.3 Earned time may be accumulated by an employee during a calendar year of not more than two hundred sixteen (216) hours. No more than ninety-six (96) hours of earned time shall be carried over into a new year. Any unused earned time that is not carried over into a new year (that amount in excess of ninety-six (96) hours) shall be paid to the employee on the first pay received in December. Earned

time payments shall be paid at the employee's current hourly rate for each hour of earned time unused.

Section 6.4 Earned time may be used by the employee to take time off with full pay at the minimum of one (1) hour at a time, with prior approval.

Section 6.5 Earned time will be approved on a first request basis subject to staffing requirements necessary for operation of the Fire Department. In the case of unforeseen circumstances such as but not limited to numerous absentees due to accidents, sickness, or other causes, the Fire Chief or his designee shall have the authority to cancel any time off duty with pay in order to maintain minimum manpower levels. Vacation leaves shall take precedence over the use of earned time in the event that such circumstances should arise.

ARTICLE 7
HOLIDAY TIME

Section 7.1 "Paid Holidays" All full time Fire Department employees with six (6) months completed service shall receive holiday time for the currently recognized holidays. For forty (40) hour employees, in the event that a holiday falls on a Saturday, the preceding Friday shall be considered the holiday and when the holiday falls on a Sunday the following Monday shall be considered the holiday. Full time employees who are entitled to holidays off will receive their full regular pay for the week in which a holiday falls without any reduction in pay occasioned by the reduction of hours actually worked due to the holiday.

Section 7.2 Fifty-three (53) hour employees shall receive eight (8) hours of Holiday Time for each holiday observed, regardless of whether or not they are actually on duty on the day upon which the holiday occurs.

Section 7.3 Each fifty-three (53) hour employee will be credited with the amount of holiday time as described in Section 7.2 at the beginning of each calendar year. Holiday time may be used the same as earned time, and the same provisions apply. Any remaining holiday time at the end of the calendar year shall be paid to the employee the first pay received in December at their current hourly rate.

Section 7.4 Upon termination of employment, remaining holiday time shall be paid to the employee on a pro-rated basis. Should an employee resign, retire, or be separated from employment prior to the end of the calendar year, the Township shall withhold from the last pay due employee pay for any holiday for which the employee was compensated but that occurs after his resignation, retirement, or separation.

Section 7.5 The approved observed holidays during the duration of this Agreement are as follows:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Kellie Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day

Section 7.6 In the event a forty (40) hour employee chooses to work on the above-mentioned holidays, the time will be accumulated as holiday time, and may be used in accordance with the above-mentioned provisions.

ARTICLE 8
VACATION

Section 8.1 The vacation policy and procedures of the employer shall conform to the provisions of this section and to any applicable sections of the current Ohio Revised Code.

Section 8.2 Each employee working the forty (40) hour workweek shall be entitled to full vacation leave as follows:

After 1 year of service	10 days, or 80 hours
After 6 years of service	11 days, or 88 hours
After 8 years of service	15 days, or 120 hours
After 11 years of service	18 days, or 144 hours
After 15 years of service	21 days, or 168 hours
After 18 years of service	23 days, or 184 hours
After 21 years of service	25 days, or 200 hours
After 25 years of service	26 days, or 208 hours

Each employee working the fifty-three (53) hour workweek shall be entitled to full paid vacation leave as follows:

After 1 year of service	6 days, or 144 hours
After 6 years of service	7 days, or 168 hours
After 8 years of service	9 days, or 216 hours
After 11 years of service	10 days, or 240 hours
After 15 years of service	13 days, or 312 hours
After 18 years of service	14 days, or 336 hours
After 21 years of service	15 days, or 360 hours

Section 8.3 Vacation may be taken in increments of twelve (12) hours at a time for fifty-three (53) hour employees, and in increments of four (4) hours for forty (40) hour employees. Request for vacation must be filled and approved by the Fire Chief.

Section 8.4 Seniority for the purposes of vacation accumulation is calculated according to the number of years service with the Violet Township Fire Department and other political subdivisions, as defined by Section 9.44 of the Ohio Revised Code. All

requests for vacation must be submitted to the Fire Chief or his designee by a mutually agreed time each calendar year, once approved by the Shift Officers.

The process for which accumulated vacation time is scheduled shall be formulated by the bargaining unit, in accordance with section 29.1 of this agreement. Each Shift Officer shall coordinate, and schedule all vacation requests per the formulated bargaining unit system.

All other requests for vacation after the mutually agreed date, shall be resolved on a first come, first serve, and availability basis, or by the department's seniority roster if multiple requests for the same date(s) are submitted.

Section 8.5 In situations involving numerous absentees due to sickness, accident, or other causes, or in the event of large scale disasters or similar, the Fire Chief shall have the authority to cancel any time off duty with pay in order to maintain manpower levels.

Section 8.6 When the employer deems it necessary to transfer an employee from one shift to another, and said employee has vacation time scheduled and approved, such pre approved time will be rescheduled in the same time frames for the employee's new assignment.

Section 8.7 Requests for earned time or other official absences from duty shall ordinarily not be allowed in conjunction with vacations when initially establishing vacation schedules. After all vacation schedules have been established and approved, application for earned time or other authorized absences shall be considered for approval when the requests for same are properly submitted through channels to the Fire Chief.

Section 8.8 When all vacations have been scheduled, if a need to reschedule vacation time exists, a written request for the desired change shall be submitted through the proper channels.

Section 8.9 Vacation of three (3) days, or seventy-two (72) hours for fifty-three (53) hour employees, and five (5) days, or forty (40) hours for forty (40) hour employees, may be allotted to carry over into the next year, with a maximum accumulation of three (3) additional days of what that employee is entitled to for that year. Any further unused vacation at the end of the employee's anniversary date will be lost.

Section 8.10 In the case of termination, accrued vacation leave shall be computed on a pro-rated amount based upon the portion of the year employed prior to termination. Unused vacation credit will be paid as a check or in a direct deposit to the employee at the employee's regular salary rate upon termination of employment.

Section 8.11 Upon separation from service with the Violet Township Fire Department and Violet Township, an employee shall be entitled to compensation at the employee's current rate of pay for all lawfully accrued and unused vacation leave credited to the employee as of the date of the employee's separation. In the event of an employee's death, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to the employee's estate. Accrued vacation leave shall

be computed on a pro-rated basis for the portion of the year the employee worked prior to separation.

ARTICLE 9
TRADING OF TIME POLICY

Section 9.1 The trading of time is a privilege not a right and may be granted at the discretion of the Chief or designee. Trade requests must be turned in to the Unit Officer at least one (1) shift previous to desired time off. Approval or disapproval of trade request involving their subordinates may be expressed by Officers or other immediate supervisors. Emergency trades or any other trades not outlined in this policy will go to the Chief or designee.

Section 9.2 Before recommending approval or disapproval of trade requests, Officers shall make certain that the companies involved will be properly manned, and that the efficiency of such company will in no way be decreased or comprised if such trade is allowed.

Section 9.3 Requests for all trades must consist of a written application (trade sheet), submitted through proper channels, requiring the written approval of the member's Officer or the Fire Chief or designee.

Section 9.4 Trades involving a period of time in excess to two (2) consecutive tours of duty shall not be authorized except by permission of the Fire Chief or designee.

Section 9.5 Members owing time to other department members as a result of trades shall expect to repay this obligation within a reasonable period of time.

Section 9.6 Members working and/or repaying trades shall be limited to not more than two (2) consecutive tours of duty, including their own regularly schedule work shift.

Section 9.7 Department members agreeing to work a trade shall be considered late or absent without leave as the case may be, not the employee for whom he is working. The department member arranging the trade shall not be held accountable provided the proper paperwork was completed and approved.

Section 9.8 If disability, injury, illness or other inability to trade is known seven (7) calendar days or greater from the trade date, the trade for that date must be rescheduled or canceled. The employee normally scheduled to work will be responsible for the time in question. The Union will be responsible for providing an employee of equal or greater classification at anytime either party to a trade is unable to work, without additional cost to the employer.

Section 9.9 For any trade of four (4) hours or less, only the Officer's approval is necessary.

Section 9.10 In the event of an unforeseen circumstance, a member may call the station to make arrangements with another member to provide for coverage to avoid

being late. The shift officer must be notified, and a trade paper shall be completed upon the member's arrival.

Section 9.11 Any full-time member of the Violet Township Fire Department may provide early relief to another member of up to thirty (30) minutes. Early relief will be applicable to the final thirty (30) minutes of a member's tour of duty, and, will not result in overtime for the Violet Township Fire Department. Early relief must be reported to the officer in charge prior to the member leaving the fire station.

Section 9.12 Management will not deny a trade for an Out of Class Firefighter or Officer as a result of his or her position on the promotional list.

ARTICLE 10
TRAINING OUTSIDE THE FIRE DEPARTMENT

Section 10.1 Any firefighter who wishes to attend additional training outside of the fire department shall be required to submit to the members Battalion Chief a "Training Request" form if they are seeking financial reimbursement. If no financial assistance is requested, then they need not complete the request. The department encourages all personnel to further educate themselves in the field of fire and emergency medical services.

Section 10.2 The department will pay the tuition of classes/seminars for those who wish to attend them on their own time. Those who request to attend classes and wish to be paid for their time, or request time off duty to attend classes shall be limited to a maximum of thirty-five (35) hours per calendar year. The Fire Chief or designee shall approve all classes before training hours may be used. Classes can include but are not limited to OFA classes not yet taken, NFA courses, conferences that pertain to specific duties of responsibility or classes at other fire departments. Proof of completion is required, preferably a certificate or other documentation that contains the course title and continuing education hours granted.

Section 10.3 (REFER TO MOU APPENDIX "D") The fire department, along with the Local, understands the importance of continued education for its members. They also realize that certain situations arise and members are not able to attend classes while on duty due to the manpower constraints in Article 29.1. It is with this understanding that the fire department agrees to allow members to attend training classes, up to a total of eight (8) hours annually per employee, when the employees' duty day is at minimum full time staffing, as described in Article 29 section 29.1. The training time must be approved and on the department calendar at least ten (10) days prior. If the approved eight (8) hours of training is out of town the employee will cover the remaining sixteen (16) hours of the assigned shift with approved time off or trade time with another employee. The fire department agrees to supplement the daily staffing requirements with an employee on overtime to a total of eight (8) hours. Any class that the attendance requires the employee to utilize hours in excess of their training bank, will be covered by the employee not the fire department; unless agreed to by the Fire Chief or designee. Any training request should be sent to the employees Battalion Chief or designee for initial approval. The Fire Chief or designee has the option to deny any training request that doesn't fit within the applicant's scope of employment.

Section 10.4 Classes should be general in nature, which relate to the standards set forth in the Firefighter I & II guidelines, or the current EMS regulations. Specialty areas of training shall be assigned as the department sees fit, i.e. arson, SCBA repairs, etc. Additional classes not covered in this section shall be reviewed by the Assistant Fire Chief for approval or disapproval.

Section 10.5 At the time when any additional full-time firefighters are hired and added to a shift, it is agreed that the parties will meet to review and negotiate the terms of this section.

ARTICLE 11
WORKING OUT OF CLASS

Section 11.1 Any employee who is assigned by the Fire Chief or designee, to the duties of a rank above that which he presently holds shall be paid at the entry-level hourly rate of pay for the higher rank for the number of hours required or assigned. An employee so acting must work a minimum of four (4) hours in any single assignment in such rank to qualify for this pay.

Section 11.2 The employee must be currently assigned to the unit, or be assigned as acting officer, in the event of trades or vacation coverage.

Section 11.3 For an employee to be considered qualified to work out of class, the employee must be listed on the appropriate promotional list.

ARTICLE 12
DUES DEDUCTION

Section 12.1 The Employer agrees to deduct Union membership dues (pursuant to Section 4117.09 (B) (2) of the Revised Code) in accordance with this Article for all employees eligible for the bargaining unit.

Section 12.2 The Employer agrees to deduct regular Union membership dues (as certified to the payroll clerk by the Secretary-Treasurer of the Union in accordance with Section 12.7, hereof) once each pay period during the calendar year from the employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. Newly hired employees who are in their probationary period shall have deducted, instead, an "initiation fee". The signed payroll deduction form (See Appendix A) must be presented to the employer by the employee. 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. The Employer agrees to furnish the Secretary-Treasurer of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made from the previous pay period

Section 12.3 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 claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 12.4 The Employer shall be relieved from making such individual "check-off" 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 check-off authorization in accordance with the terms of the authorization card; (6) or at any time when dues are otherwise due and the employee fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union Dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deductions in addition to all legally required deductions.

Section 12.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 12.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. The Union shall promptly report any errors to the Employer - but no later than thirty (30) days after receipt of the dues deductions. In no event shall the Employer be liable for the payment of dues improperly deducted or not deducted. 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 12.7 The rate at which dues are to be deducted shall be certified to the fiscal officer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the fiscal officer prior to making any changes in an individual's dues deduction.

Section 12.8 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 12.9 Any bargaining unit employee, or employee who fails to or ceases to become a member of the Union, shall pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09 (C) of the Ohio Revised Code. Such fair share payments shall be deducted by the Employer from the earnings of such non-member employee's as outlined in Section 12.2 hereof, and paid to the Union in accordance with this article. The Secretary-Treasurer of the Union shall certify to the Employer the amount that constitutes said fair share, which shall not exceed the dues and financial obligations uniformly required by the members of the Union. Prior to the Township being obligated to deduct any fair share fees from the earnings of any non-member employees, the Union shall certify to the Township that it has adopted a rebate procedure that conforms to Federal Law.

The rebate procedure must provide the unit member with the opportunity to receive an expeditious resolution of his/her claim by an impartial decision-maker; avoidance of the use of funds, even temporarily, to finance activities unrelated to collective bargaining; and adequate information about the basis for the proportionate share charged them. The Union shall provide a copy of its rebate procedure to the Employer and unit members who do not belong to the Union

ARTICLE 13
SENIORITY

Section 13.1 Seniority is defined, for the purposes of the Violet Township Fire Department, as the uninterrupted length of continuous, full-time service with the Violet Township Fire Department.

Section 13.2 For the purposes of layoff, seniority is defined as continuous, full-time service with the Violet Township Fire Department. A termination lasting less than thirty (30) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority. Employees who are reinstated from layoff within two (2) years of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for time spent on layoff.

ARTICLE 14
LAYOFFS AND RECALL

Section 14.1 When the employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employee(s) and the Union thirty (30) days in advance of the effective date of layoff or job abolishment. A job abolishment under this article shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's home address of record, or hand delivered to the employee such that the notice is received on or before the thirtieth (30th) day prior to the layoff or displacement action. The notice shall contain the following information:

A. A rationale for layoff or displacement;

B. The effective date of the layoff or displacement;

C. A listing detailing the employee's seniority in relation to other members in the bargaining unit;

D. A statement advising the employee of his or her responsibility to maintain a current address with the department;

E. A statement advising the member of his reinstatement rights consistent with this article.

Section 14.2 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are on a recall list shall be recalled in the inverse order of their layoff. No new employees will be hired full-time

until all of the employees on the recall list have had an opportunity to return to full-time employment with the township, or the two (2) year period for the recall list expires.

Section 14.3 Notice of recall shall be sent to the employees by certified or registered mail and a copy of the letter will be given to the union. The employer shall be deemed to have fulfilled the obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 14.4 The recalled employee shall have seven (7) calendar days following the date of delivery of the recall notice to notify the employer of his intention to return to work. After said notification the employee shall have ten (10) calendar days in which to report to duty, unless the employer specifies a date greater than the ten-day period.

Section 14.5 Prior to the effective date of any layoffs, the employer will offer the union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the Labor Relations Committee as set out elsewhere in this Agreement.

ARTICLE 15
NON-DISCRIMINATION

Section 15.1 Neither the Union nor the Employer will discriminate against any employee based on age, sex, marital status, race, color, religion, national origin, political affiliation, or disability. There shall be NO discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in the Union.

Section 15.2 All references in this agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 16
UNION REPRESENTATION

Section 16.1 The Union President and/or his designee may be granted time off with pay for the purpose of attending conferences, seminars, district and local meetings and other union activities. At no time shall such attendance result in the payment of overtime.

ARTICLE 17
LABOR - MANAGEMENT COMMITTEE

Section 17.1 There shall be a Labor - Management Committee, composed of three (3) representatives of the Employer and three (3) members of the Union, or such fewer number as the parties agree. This committee shall meet upon request of either the Employer or the Union to discuss issues of mutual concern and may make recommendations to the Employer and the Union on such issues. Labor relations meetings shall not be collective bargaining negotiations. The Labor - Management

Committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this Contract, except as provided in Section 27.3.

ARTICLE 18
WORK WEEK

Section 18.1 Members assigned to work on a platoon shall work a twenty-four (24) hour shift followed by forty-eight (48) hours off, thereby averaging fifty-three (53) hours and three (3) hours of overtime per week. Other members shall work forty (40) hours per week as assigned by the Chief. Should the hours of work issue be affected by any law or court decision, the parties will meet to negotiate the sections of this Contract impacted by such decision.

Section 18.2 Members shall begin their duty day at 0730 hours, and end their shift at 0730 hours the next calendar day for fifty-three (53) hour employees.

ARTICLE 19
OVERTIME

Section 19.1 When an employee is required to work beyond the limits established by the Fair Labor Standards Act, he should be compensated at one and one-half (1 1/2) times his hourly rate of pay for all such excess hours worked. The work period shall be twenty-eight (28) days for purposes of calculation.

Section 19.2 All overtime requires approval of the Officer and or the Fire Chief.

Section 19.3 The employee shall be given one (1) hour of overtime when working at least 15 minutes over an assigned duty shift. If compensation is longer than 1 hour, the employee will be given overtime in thirty (30) minute intervals.

Section 19.4 At the Fire Chief's discretion, overtime or earned time may be approved for special assignments.

Section 19.5 Mandatory off duty training hours shall be awarded in overtime compensation with a one (1) hour minimum. The Fire Chief must approve such training.

Section 19.6 Tours of duty shall not exceed forty-eight (48) hours consecutively. All fifty-three (53) hour employees must have twelve (12) hours off, before another scheduled shift can begin, unless approved by the Fire Chief or designee.

Section 19.7 For the purpose of calculating overtime compensation, such compensation shall be based upon all hours for which an employee is paid in a given work period, notwithstanding the fact that the employee may not have worked because of being in paid leave status. Hours in paid leave status shall include hours spent in the following approved leaves: Sick leave (except as provided in the "Members on Extended Sick Leave" Memorandum of Understanding), injury leave, holiday time, earned time, and vacation leave. In other words, those approved leaves of absence shall be considered as hours worked when computing an employee's entitlement to overtime compensation. An employee also shall be entitled to overtime compensation

for all hours he or she is required to work beyond his or her normal regular scheduled work hours.

ARTICLE 20
DISTRIBUTION OF OVERTIME

Section 20.1 Effective not later than March 1, 1998, the Union will be responsible for the filling of overtime needs at the instruction of the Chief or his designee. The Union will inform the Chief or his designee of the person(s) responsible for the call-ins on each shift. The Union designee shall have the authority to order personnel in to work when sufficient voluntary acceptance was unsuccessful. Employees on disciplinary suspension shall not be offered overtime.

ARTICLE 21
BARGAINING UNIT MEETINGS

Section 21.1 The Union shall be permitted, upon prior notification to the Fire Chief, to hold meetings, for the Union members in the Bargaining Unit for all Bargaining Unit employees, at Departmental Headquarters or other Township building, room or facility. The use of such facilities shall be permitted only so long as such use does not interfere with Department operations, as determined by the Chief.

Section 21.2 The Township agrees to hold the requested location open for use by the Union on the date and at the time requested.

Section 21.3 Bargaining unit employees on duty at the time of the meeting shall be permitted to attend so long as the meeting does not interfere with the operations of the Employer, as approved by the Fire Chief.

ARTICLE 22
BULLETIN BOARDS

Section 22.1 The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where, in the opinion of the Employer, bulletin boards are already available, the Employer may permit the Union use of said bulletin boards.

Section 22.2 All Union notices that appear on the bulletin board shall be signed, posted and removed by the Union Executive Board. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the administration;

C. Attacks and/or unfavorable comments regarding a candidate for Township office, or for office in any employee organization.

Section 22.3 No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the employer's equipment except on the bulletin board(s) designated for use by the Union, except as otherwise approved by the Chief.

Section 22.4 Violation of any provisions of the Article shall subject the Union to revocation of bulletin board(s) posting privileges by the Employer.

ARTICLE 23
OUTSIDE MAIL

Section 23.1 It is the policy of the Employer that employees shall not use the Township offices as an address for receipt of personal mail. However, in the event clearly marked and identifiable personal mail is sent to an employee at a Township facility address, it shall not be subject to the Employers intentional review.

ARTICLE 24
GRIEVANCE PROCEDURE

Section 24.1 - Grievance Defined

A grievance shall be defined as an allegation that there has been a breach, misinterpretation or improper application of any part or term of this Contract.

Section 24.2 - Qualifications

A grievance may be filed by employees or by the Union as exclusive representative to enforce its rights under the Contract or on behalf of a group of employees who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any employee without the employee's knowledge and consent.

Section 24.3 - Jurisdiction

Nothing in this Grievance Procedure shall deny employees the opportunity to appeal to and/or exercise their legal right to appear before a judicial or administrative forum. If an employee elects to pursue such a judicial or administrative remedy, and an administrative tribunal or court takes jurisdiction, an employee is thereafter precluded from seeking a remedy under the Grievance Procedure. Further, once an employee elects to pursue a remedy under the Grievance Procedure, he is precluded from seeking a remedy under an administrative tribunal or court. In that this Grievance Procedure culminates in final and binding arbitration, the Township shall have no more jurisdictions to receive and determine any appeals relating to matters that are a proper subject under the Grievance Procedure.

Section 24.4 - Grievance Representatives

The Union shall designate one (1) employee of the bargaining unit to serve as Grievance Chairman. The Grievance Chairman shall appoint one (1) Grievance

Representative from each of the three units. Nothing herein precludes the Grievance Chairman or the alternate from serving also as a Grievance Representative.

Section 24.5 - Grievance Procedure

STEP 1 – ASSISANT CHIEF OR DESIGNEE

A. The grievance shall first be submitted to the Assistant Chief, on a designated grievance form. A grievance must be submitted within seven (7) calendar days after the event giving rise to the grievance occurred. A grievance not submitted timely shall be waived and void.

B. The Assistant Chief or his designee shall investigate the grievance and shall provide a response, in writing, to the grievant, within seven (7) calendar days from the date of its submission.

STEP 2 - FIRE CHIEF OR HIS DESIGNEE

A. If the answer in step 1 is not satisfactory, the grievance may then be submitted, by presenting the original copy of the grievance, to the Fire Chief or his designee, within seven (7) calendar days of the receipt of the step 1 answer.

B. Upon receipt of the grievance, the Fire Chief or his designee shall, within seven (7) calendar days, meet with the grievant and/or representatives of the Union in an attempt to resolve the grievance.

C. In the event the grievant wishes to be represented or accompanied by a representative of the Union, the grievant shall notify that employee's unit officer in advance of the meeting, so that the employee may be relieved of duty to attend the meeting.

D. Within seven (7) calendar days of the above-mentioned meeting, the Fire Chief or his designee shall deliver his response, in writing, to the employee and/or representatives of the Union.

STEP 3 - TOWNSHIP TRUSTEES

A. If the answer in step 2 is not satisfactory, the grievance may then be submitted by presenting the original copy of the grievance to the Township trustees, within seven (7) calendar days of the receipt of the step 2 answer.

B. Upon receipt of the grievance, the trustees shall, within fourteen (14) calendar days, meet with the grievant and/or representatives of the Union in an attempt to resolve the grievance.

C. Within fourteen (14) calendar days of the above-mentioned meeting, the trustees shall deliver their response, in writing, to the grievant and/or the Union.

STEP 4 - ARBITRATION

A. If the answer in step 3 is not satisfactory, the grievance may then be submitted to arbitration.

B. Any grievance that is not resolved through the grievance procedure may be submitted to arbitration, upon request of the Union. Such request shall be made to the Township trustees within thirty (30) calendar days of receipt of the step 3 answer.

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

D. The Arbitrator shall conduct a hearing on the grievance. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon closing of the hearing the arbitrator shall render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to the arbitrator and cannot alter the terms and conditions of this agreement. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this contract.

E. All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible.

F. The decision of the arbitrator shall be final and binding upon the employees, the union, and the Township. Both parties shall equally divide any cost involved in obtaining the list of arbitrators. Expenses, if any, of the witnesses shall be borne 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 divided equally if both parties desire a court reporters recording, or request a copy of any transcript. The losing party shall pay all costs directly related to the services of the arbitrator.

Section 24.6 - Time Off for Presenting Grievances

An employee and Grievance Representative shall be allowed time off from regular work duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respected supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the aggrieved and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours for the aggrieved and/or his Grievance Representative, they shall not be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by an employee or Grievance Representative result in overtime pay.

Section 24.7 - Time Limits

It is the Township and the Union's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the party's designated representatives may mutually agree, at any Step, to time extension, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the aggrieved may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the grievance Procedure may be waived by mutual consent. Any grievance not filed or appealed within the times limits set forth in this section shall be waived and forfeited.

If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of or response to a grievance or grievance appeal, then a grievance, grievance appeal, or response may be filed on the next day of which such office is open.

Section 24.8 - Representatives in Meetings

In each Step of the Grievance Procedure outlined in Section 24.5, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by all parties that, in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

Section 24.9 - Grievance Forms

The Township and the Union shall develop jointly a grievance Form. Such forms will be supplied by the Union and made available to all Grievance Representatives.

Section 24.10 - Representation

A grievant has the right to Union representation at each step of the grievance process.

Section 24.11 - Withdrawal

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

ARTICLE 25
RATES OF PAY/WAGES

Section 25.1 The following pay rates shall be paid beginning on the first day of the pay period that includes the dates specified:

Effective January 1, 2013:

FIREFIGHTER

Starting Salary	$41,335.43
After 6 months	$45,031.35
After 12 months	$49,159.62
After 24 months	$53,089.87
After 36 months	$56,119.48
After 42 months	$60,970.63

LIEUTENANT

Starting Salary	$65,988.08
After 12 months	$69,510.83

BATTALION CHIEF

Salary	$81,507.14

PREVENTION OFFICER

Starting Salary	$44,771.51
After 6 Months	$48,781.23
After 12 Months	$53,260.03
After 24 Months	$57,523.96
After 36 Months	$60,810.82
After 42 Months	$66,073.86

Effective January 1, 2014:

FIREFIGHTER

Starting Salary	$42,162.14
After 6 months	$45,931.98
After 12 months	$50,142.81
After 24 months	$54,151.67
After 36 months	$57,241.87
After 42 months	$62,190.04

LIEUTENANT

Starting Salary	$67,307.84
After 12 months	$70,901.05

BATTALION CHIEF

Salary	$83,137.28

PREVENTION OFFICER

Starting Salary	$45,666.94
After 6 Months	$49,756.85
After 12 Months	$54,325.23
After 24 Months	$58,674.44
After 36 Months	$62,027.04
After 42 Months	$67,395.34

Effective January 1, 2015:

FIREFIGHTER

Starting Salary	$43,005.38
After 6 months	$46,850.62
After 12 months	$51,145.67
After 24 months	$55,234.70
After 36 months	$58,386.71
After 42 months	$63,433.84

LIEUTENANT

Starting Salary	$68,654.00
After 12 months	$72,319.07

BATTALION CHIEF

Salary	$84,800.03

PREVENTION OFFICER

Starting Salary	$46,580.28
After 6 Months	$50,751.99
After 12 Months	$55,411.73
After 24 Months	$59,847.93
After 36 Months	$63,267.58
After 42 Months	$68,743.25

Section 25.2 Employees who are paramedics shall receive an additional percentage of their base salary per year. The paramedic bonus shall be paid over the course of a year, and reflected in the employees hourly and over-time rate of pay.

Section 26.3 The paramedic bonus shall be as follows:

2013 – 11%
2014 – 11.5%
2015 – 12%

Section 25.4 The basic hourly rate for each individual full-time employee shall be computed by dividing said employee's annual salary, including Paramedic bonus if appropriate, by the number of regularly scheduled hours of work. That number is 2080 hours for forty (40) hour employees and 2756 hours for fifty-three (53) hour employees.

Section 25.5 The overtime rate for each individual full-time employee shall be computed by dividing said employee's annual salary (including Paramedic bonus) by the number of regularly scheduled hours of work and then multiply by 1.5. The number of regularly scheduled hours is 2080 hours for forty (40) hour employees and 2756 hours for fifty-three (53) hour employees.

Example Calculation:

$$\frac{\text{FF Annual Salary+Paramedic Bonus}}{\text{2756 Hours}} \text{ X 1.5 =Overtime Rate}$$

Section 25.6 Any increase in the rate of pay will be effective for the entire pay period in which the rate increase occurs.

Section 25.7 The method of pension pickup will be the salary reduction method (pre-tax) method as determined by OP & F rules. The OP & F Employer Manual, page 30, revised 9-21, 2007 states: "The employer withholds and submits the required percentage of contributions from the member's salary to OP & F, prior to the deduction of state and federal taxes. The net result to the member is a reduction of taxable earnings. The amount withheld should be reported on your Report of Retirement Deductions under the Tax Deferred column, sub-titled, "Member Salary Reduction Contributions"

ARTICLE 26
HEALTH BENEFITS & INSURANCE

Section 26.1 Members shall be provided with Major Medical, Accident, Health, Sickness, Life, Dental, Prescription, and Optical Insurance. The coverage and benefit levels shall be the same as those provided to members as of August 1, 1997. The Township recognizes that the Local reviews the insurance coverage annually, and has made positive changes in the past that have resulted in cost savings and improved coverage. Local 3558 shall continue to annually review and investigate cost containment alternatives, which are acceptable to both the Local and the Township. In the event that the cost for coverage has increased substantially, the employer may require employees to share in the cost of insurance coverage as specified in Section 26.2

Section 26.2 Employees may have to pay an additional amount equal to forty percent (40%) of any cost increase in such coverage from the total cost of such coverage on July 1, 2012 (that cost being seventeen thousand two hundred and eight dollars ($17,208.00).

Section 26.3 Employees who choose not to complete in the annual physical sponsored and paid for by the fire department, may be required to pay a portion of their healthcare as listed in Section 26.2.

Section 26.4 Should either State or Federal statute(s) mandate the parties to this agreement participate in a national or state health care plan or system, the parties will meet and negotiate any necessary changes.

ARTICLE 27
DURATION OF AGREEMENT

Section 27.1 This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect through December 31, 2015.

Section 27.2 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement by Certified Mail with Return Receipt. The parties shall commence negotiations within fourteen (14) calendar days upon receiving Notice of Intent.

Section 27.3 This Agreement may be amended and/or modified at any time, if both the Employer and Union execute a written amendment or modification.

Section 27.4 Should any portion of the Agreement be hereinafter determined to be void, altered, or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature. The parties agree to meet to negotiate the impact of any such law or court decision.

ARTICLE 28
PROMOTIONAL POLICY

Section 28.1 In the event of a permanent vacancy of a promotional sort occurs, it shall be filled by one of the three top ranking people of the appropriate promotional list. Promotional lists shall be for three (3) years unless extended by the Fire Chief for a maximum of one (1) year.

Section 28.2 Any and all promotional vacancy positions shall be filled within a maximum of one hundred twenty days (120) consecutive upon official severance of the vacating member from the position.

Section 28.3 Any firefighter, after five (5) consecutive years of service with the Violet Township Fire Department, will be eligible to take the Lieutenant examination. The firefighter must have completed forty (40) hours of Officer development classes within five (5) years of the exam date, or, must possess an Associate's or Bachelor's Degree in the Fire Science or EMS course of study. These classes may include but are not limited to Company Officer Development I,II,III, NFA Incident Command Series, Fire or EMS Instructor classes or the MCTO series. The firefighter must also hold a current Blue Card Certification. The Fire Chief or his Designee shall approve other classes or conferences. Proof of completion, in the form of a certificate or other documentation that contains the course title and continuing education hours, is required prior to taking the exam. The examination shall be as per the outline adopted by the Chief and the Violet Township Trustees.

Section 28.4 All vacancies shall be filled in accordance with the rules and regulations set forth by the Chief.

ARTICLE 29
STAFFING/TIME OFF

Section 29.1 [Modified by the Memorandum of Understanding ATTACHED AS APPENDIX "D"] The Violet Township Fire Department, along with the Bargaining Unit, recognizes the need to have a safe number of employees on duty to provide the service delivery function. Minimum staffing shall consist of eleven (11) firefighters each day. Of the eleven (11) firefighters, a minimum of ten (10) shall consist of full-time Violet Township firefighters.

Section 29.2 At the time when any additional full-time firefighters are hired and added to a shift, it is agreed that the parties will meet to review and negotiate the terms of this section.

ARTICLE 30
SUCCESSORS

Section 30.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change of geographically or otherwise in the location of place of business of either party. In the event the Township changes to a "regional" concept, the parties will meet to negotiate the terms of this Contract.

Section 30.2 "Regional" shall be defined, for the purposes of this contract, as involving at least four (4) other fire departments or political subdivisions.

ARTICLE 31
UNIFORMS & PROTECTIVE CLOTHING

Section 31.1 Each employee, upon employment, shall be issued uniforms and all necessary protective clothing to perform the aspects of this occupation.

Section 31.2 Uniforms shall include the following:

4 Duty shirts
1 of the above 4 duty shirts must be a blue button up shirt, (short or long sleeve)
1 White button up shirt
1 Black tie
4 pair of uniform leg wear, (shorts or long pants)
(employee must have at least 2 pair of duty pants)
4 Tee shirts
1 Belt
1 Hi-Viz. winter coat
2 Job shirts
$200.00 allowance for on-duty shoes or boots (any combination the employee chooses)

Section 31.3 Protective clothing shall include the following:

Helmet
Protective hood
Turnout coat, pants, suspenders
Boots
Fire Gloves
Rescue style gloves
Safety glasses

Section 31.4 The above listed items shall be replaced, at no cost to the employee, as needed for normal wear and tear occurring in the performance of their duties. Items in need of replacement shall be turned in to the employee's unit officer, and shall be re-issued to the employee upon receipt of the needed item(s).

Section 31.5 Employees shall be responsible for normal cleaning of the above-mentioned items. Employees shall not be responsible for costs of decontamination from hazardous materials or cleaning beyond the manufacturer's recommendations.

Section 31.6 Employees shall be required to keep one (1) complete, clean uniform in their locker at all times. The uniform shall consist of a button up duty shirt, t-shirt, trousers and duty shoes.

Section 31.7 Employees shall be provided a white dress shirt and necktie for use at events as requested by the Chief or his Designee. The employee shall have the option to buy dress pants, blouse, hat and shoes on their own to complete the dress uniform. If the employee completes the dress uniform, the Department will provide all needed hardware and badges.

ARTICLE 32
PROBATIONARY PERIOD

Section 32.1 All new full-time employees shall serve a probationary period of 12 months. Such probationary employees shall not be entitled to any protection under this agreement.

Section 32.2 A probationary employee shall have an evaluation after 6 months and a final evaluation at the end of the 12 months.

Section 32.3 Any employee promoted to Lieutenant or Battalion Chief shall serve a probationary period of 12 months. Failure to successfully complete such probationary period will result in the employee being returned to their prior classification.

ARTICLE 33
LEAP YEAR SHIFT ROTATION

Section 33.1 Each Leap Year the employer shall schedule each of the three shifts an eight-hour cycle to work on the 29th of February to more equally distribute the working of holidays for the employee. No overtime shall be paid to accommodate this provision.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 34.1 In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Township Trustees, County Commissioners, Sheriff, City Manager, Mayor, City Council, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 34.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlines in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 35
NEGOTIATION MEETINGS

Section 35.1 - Meetings The representatives of the Township and bargaining unit shall meet at mutually agreeable times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

Section 35.2 - Teams The Township and the bargaining unit shall be represented at all meetings by a team of representatives. Up to two (2) individuals on duty shall be allowed to attend the meetings in paid status provided they shall respond to all calls without disruption to bargaining. All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson that shall have the authority to state and clarify proposals, bind the party in tentative agreements, and agree to the time for the next meeting.

Section 35.3 - Information to the Public No releases or information regarding negotiations shall be made to the news media, except releases jointly agreed upon between the parties. Nothing herein shall be construed as an alternate to the dispute resolution procedure contained in the Ohio revised Code 4117.

Section 35.4 - Ratification All tentative agreements are subject to final ratification by the parties.

ARTICLE 36
CONTRACTING OUT FOR SERVICES

Section 36.1 The Township agrees that, during the term of this agreement, both parties will agree to discuss/review any potential for the loss of services to a private contractor, for which the Violet Township Fire Department or it's employees currently provide. All attempts possible will be made to retain these services within the Violet Township Fire Department.

Section 36.2 The Township may, without restriction, enter into contract(s) with other political subdivisions to provide firefighting, emergency medical and paramedic services for the area serviced by the Violet Township Fire Department in the form of mutual aid agreements.

ARTICLE 37
COLLEGE TUITION REIMBURSEMENT PROGRAM

Section 37.1 The Township shall provide a total of $20,000 per year for the purpose of a College Tuition Reimbursement Program. These monies shall be used to reimburse those employees who wish to further their education in college.

Section 37.2 The local as well as the fire department will jointly form and comprise a College Scholarship Committee to develop guidelines for the distribution of the above funds.

Section 37.3 If the entire tuition reimbursement money is utilized in a calendar year, the township agrees to discuss an increase for the remaining portion of the current calendar year.

ARTICLE 38
VIOLET TOWNSHIP'S SUBSTANCE-FREE WORKPLACE PROGRAM

Section 38.1 Both parties, covered by this agreement, agree to the following policy in it's entirety, The Violet Township, Fairfield County's Policy Commitment to a Substance-Free (Drug-Free) Workplace, Fundamental Program, specifications as of April 1, 2005. Working Partners Systems, Inc. shall administer the above program. If there are to be any changes to this policy, proposed by either party, both parties will agree to meet and negotiate any necessary changes.

ARTICLE 39
FITNESS FUND

Section 39.1 The fire department has agreed to establish a " Fitness Fund" that is comprised of $20,000 per year, for the purpose of physical fitness as well as, health and safety issues and equipment.

Section 39.2 The local and the fire department will establish a committee that will jointly develop a process to distribute funds and make purchases.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 31st day of DECEMBER, 2012.

FOR THE TOWNSHIP:

FOR THE UNION:

APPENDIX "A"

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

I,_____*, hereby authorize the Violet Township Fire Department to deduct 1.1% of the top firefighter wages per pay as union dues for the International Association of Firefighters (Violet Township Firefighters Local 3558) and the Ohio Association of Professional Firefighters.

Signature_____ Date_____

*Please Print

VIOLET TOWNSHIP FIREFIGHTERS

IAFF LOCAL 3558

APPENDIX "B"

VIOLET TOWNSHIP'S SUBSTANCE ABUSE TESTING CONSENT FORM

I understand that the Substance-Free Workplace Program establishes conditions under which I may be required to provide a urine specimen for Random, Post-Accident, Reasonable Suspicion, Return to Duty and follow-up drug and alcohol testing. Should this occur, I hereby consent to such testing. I further authorize the testing laboratory to release my results to the Vice-President of L-3558, Chief John Eisel, the assigned MRO and any federal or state authorities.

Should there be a positive test result, I understand that the Medical Review Officer (MRO) may ask me to provide, and I agree to provide, information about any legal non-prescription drugs and other drugs for which I have a prescription that I take routinely or have taken within the last thirty (30) days.

I understand that any communication I may have with the collection site personnel, testing laboratories or MRO does not create or imply any form of doctor/patient relationship.

_____	_____
Employee	Witness
_____	_____
Date	Date

APPENDIX "C"
MEMBERS ON EXTENDED SICK LEAVE & RETURN TO WORK

If a member is on extended Sick Leave, due to illness or injury of the member, the member is permitted and encouraged to attend Fire Department events strictly as an observer. The member shall not be permitted to actively participate in any Fire Department events until a physician's statement is submitted that "allows" or "clears" the member to attend. This statement should include any physical limitations that exist for the current illness or injury to the member.
If a member attends any FD event while on extended sick leave, the member will be compensated with attendance as regular hours worked. A description below will help to explain;

- Each career FD employee is paid bi weekly with;
    - 106 regular hours, and 6 hours of overtime

In the event that an employee is off on sick leave during an entire pay period, the employee is paid;

- 106 hours sick leave and 6 hours overtime

If a member attends any authorized FD events (an example we will use is 10 hours), the member would be paid;

- 10 hours regular, 96 hours sick leave, and 6 hours overtime

Members on Sick leave attending events will be credited for attendance for each hour, or half hour after of their presence at the event.

At NO TIME will the employee be placed in situations of assigned tasks that exceed their physical limitations, and it is the employee's responsibility to notify the person assigning them a task to notify them if that task exceeds their physical abilities.

Reporting Condition –

When members are on extended Sick Leave for a period that exceeds 4 weeks, it is vital that the member stay engaged with the dynamic nature of the organization, and that the organization stay up to date on the employee's condition, progress and needs. Members will be required to attend the Chiefs meeting each Monday morning for a briefing on the above to keep all informed. This meeting will be attended each Monday beginning on the 5th Monday that the employee is absent, unless otherwise approved by the Fire Chief or designee. If the member has a condition that prevents them from attending, this will be addressed on a case by case basis.

Light Duty –

Members on Extended Sick Leave that exceeds 6 weeks time off are encouraged to work light duty if their condition permits. Understanding that certain illnesses may not accommodate this is understood. The norm should be that the employee is working light duty, and remains engaged in the organization. Light duty may be approved for 40 hour or 53 hour assignments by the Fire Chief or his designee.

Use of Training Time while on Sick Leave -

If members are able to utilize their training time while on Sick Leave, and such training is approved, members may attend training classes that do not exceed their physician limitations. Members will be compensated for regular hours worked in lieu of utilizing Sick Leave. Training Time will be logged as normal; to reflect that the member has or has not utilized the Training Time. Members that have Training hours available will be credited at 1.5 times for each hour of regular training time remaining.

In the event the employee is on extended sick leave and the employee has training time available they will be paid as follows for an eight hour class:

Example: 12 hours regular time, 94 hours sick leave and 6 hours overtime.

Overtime Accrual –

The member will become eligible to work and earn *additional* overtime when one of the two following has been completed. *This does not prohibit members earning the 6 hours of overtime each pay period to compensate members for the Fair Labor Standards Act (FLSA);*

1. Employee has returned to their regular scheduled position, performing their normal job tasks as released by their physician or the department physician, and has completed their next scheduled shift. Or,
2. The member's return to work authorization from their physician or the department physician has authorized them to return to work, and overtime is available prior to their next regularly scheduled shift.

Vacation Time while on Sick Leave –

When members have vacation time scheduled, and are on extended Sick Leave, and takes the vacation, the member will be charged with vacation time. If the member travels out of town for vacation, they are required to notify the fire chief of their travel and their time will be charged as vacation time used.

Fire Department Physician - Return to Work -

FD Members are required to schedule and complete a visit to the Fire Department Physical Therapist and Physician at the following intervals to be evaluated for Return to Work. The following time frames apply;

Any member that is off due to illness or injury *of the employee* that exceeds 30 calendar days are required to be evaluated by the FD Physical Therapist utilizing the job task analysis for their assigned position. The results will be given to the FD Physician for use in determining their status to Return to Work.

Evaluations by the FD Physical Therapist must be completed and given to your primary physician or specialist and the FD Physician prior to these visits.

Members that continue to be on Extended Sick Leave will be required to schedule and complete a visit with the FD Physician every 60 days thereafter to be evaluated and determine their progress and ability to return to work. Results must be given to the Fire Chief or his designee immediately after each of these visits.

Members will be provided with a Physician Statement and Job Task Analysis that reflect their position.

APPENDIX "D"
ARTICLE 29 STAFFING & TIME OFF MEMORANDUM OF UNDERSTANDING

This appendix addresses the topic of daily staffing requirements of IAFF Local 3558 and the Fire Department. All recognize the need to have a safe number of employees on duty to provide the service delivery function. Minimum staffing shall consist of 12 personnel per day (Not including the Battalion Chief), of which 10 must be full-time Violet Township Firefighters.

Below defines the available time off slots for each day. Time off will be scheduled in the following manner;

Each duty day there will be two spots available for time off (Vacation, Earned Time, and Holiday Time). One additional spot will be available for training.

- Each member may submit time off requests prior to January 31st. Time off requests will be separated and prioritized into the following categories:

1 - Priority Vacation - Each member is allowed one priority vacation pick. A priority vacation pick must be consecutive duty days if more than one day. If more than two members request the same calendar days as their priority vacation, the two most senior members will be granted their requested days.

2 - Vacation – Vacation requests will be approved by seniority prior to January 31st. After January 31st, all time off requests will be granted first come first serve as long as it does not exceed two members off.

3 – Training Time – A third spot is available for Training Time to be scheduled prior to January 31st. Once the third Training Time spot has been approved, that spot is guaranteed and will not be cancelled.

4 – Earned Time and Holiday Time – Earned Time and Holiday Time will be granted on a first come first serve basis after January 31st.
-In the event there is a known long term injury or illness (LTII) ***prior to January 31st***, Vacation approval will be as follows:

Vacation - 1
Vacation - 2
Training Time – LTII

-In the event there is a known long term injury or illness ***after January 31st***, Time off request will be filled as follows:
Vacation – LTII
Vacation – 1
Training – 2

-After January 31st any member can submit a Training Time request for the third spot off. Once the third spot for Training Time has been approved, that spot is guaranteed and will not be cancelled provided it is submitted ***more than 10 duty days in advance*** of the scheduled training.

-Any member can submit a time off or training time requests ***10 duty days out or less*** for the shift requested, provided there is time off available (not to exceed the three allotted vacancies}. These requests will be approved on a first come first serve basis regardless of the type of time off requested. In the event multiple time off requests are submitted for the same date, seniority prevails.

Command Staffing;

The Minimum staffing for Officer Position's each day are as follows;

- Acting Battalion Chief, 2 Lieutenants & 1 Acting Lieutenant
- Battalion Chief, 1 Lieutenant & 2 Acting Lieutenants
- After 6 months, Acting Battalion Chief, 1 Lieutenant & 2 Acting Lieutenants

****

It is agreed by both parties that these proposed time off slots will be a trial basis for a 1 year period. Either Party has the right to discontinue the proposed time off scheduling at the end of this trial period, and if that occurs, daily staffing will revert back to the system in place at this time which is;

- 2 Priority Vacation Slots for time off that must be selected with annual vacation scheduling, and shall be scheduled no later than January 31 of that year.
- 1 Priority Training Slot that must be selected 10 days in advance of the training session;
- *OR* 1 "Instant" Time Off Slot that may be available that day with the following provisions;

- If the member requests to use personal accrued time off, the third time off position will be considered an "Instant" time off slot, providing daily staffing levels do not already reflect 3 firefighters with time off. A member requesting the use of personal time in this situation must meet the following requirements.

  -The member must report to their assigned station and stand for roll call at 0730 as normal. At this time the member must submit the proper time off request to their company officer.

-After roll call, the company officers will review all requests and present them to the day's Battalion Chief. At this time all request shall be reviewed and the member with the highest shift seniority on the shift permanently assigned to work that day will be granted the time off. The member agrees not to leave duty until a replacement has arrived.

-If no member permanently assigned to work that day request time off, then a member from another shift on trade time is eligible to request time off.

-In the event that there is two spots available for time off, the time off will be granted to members permanently assigned to work that day first.

-Any requests following roll call, shall be handled on a first come, first serve basis.

-The "Instant" time off position shall be approved for a maximum of 12 hours at a time. For a member to be granted an additional 12 hours of time off during the same shift, the member must call the Duty Officer or Battalion Chief by 18:30 hours. If no department members have used sick leave, causing daily staffing levels to reflect 4 firefighters off, the additional 12 hours will be granted. If daily staffing levels reflect another member on the current duty crew has used sick leave during the first 12 hours of the shift, the member's application for an additional 12 hours of personal time will be denied and the member will be recalled to duty.

Integrate the concept of Part Time Development – utilizing a 3rd Part Time employee for development of skills and abilities.

- Personnel that are enrolled in an EMS training Program / 593 as 3rd
- Personnel recently graduated from an EMS training Program / 593 as 3rd
- Utilize to meet minimum staffing in case of call off.
- Rotate to different stations to enhance development.

Tentative Agreement on November 9, 2012
Language enhanced for clarifications on January 28, 2013

APPENDIX "E"

SICK LEAVE SEPERATION REDUCTION

Beginning in 2013, the Township agrees to purchase up to two hundred (200) hours of Sick Leave per year at fifty percent (50%) of the employee's current hourly rate.

Payment for these hours will be made on the first pay period in April of 2013, 2014 and 2015.

The employees Sick Leave balance will be reduced by the number of hours compensated as described, up to 200 hours each year when the payment is made.

All Employees are eligible for payment, but may decline the payment for any or all years. Employees may also elect to be compensated for less than 200 hours each year. Employees are only afforded this option during 2013, 2014 & 2015 and declining the payment waives all future ability to receive this benefit

In the year 2013, the employee will receive up to 200 hours at fifty percent (50%)

In the year 2014, the employee will receive up to 200 hours at fifty percent (50%)

In the year 2014, the employee will receive up to 200 hours at fifty percent (50%)

SICK LEAVE SEPERATION REDUCTION

Pursuant to Article 4.9 and Appendix E of the Collective Bargaining Agreement members may elect to be compensated for up to 200 hours of accumulated Sick Leave at 50% for each of the years 2013, 2014 & 2015. Payments will be made the first pay period of April each year.

_____ I wish to be compensated for 200 hours of my sick leave at 50%, for which I will be compensated for 100 hours at my current hourly rate.

_____I wish to be compensated for_____ hours (not to exceed 200) of my sick leave at 50%, for which I will be compensated for_____ (1/2 of the hours listed above) hours at my current hourly rate.

_____I decline compensation for any of my Sick Leave hours under this provision for this calendar year.

Date _____

Employee Name printed _____

Employee Signature _____

Fire Chief Signature _____

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