



**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**

12-MED-10-1304  
1745-04  
K29665  
04/03/2013

**BUTLER TOWNSHIP, MONTGOMERY CO., OHIO**



**and**

**BUTLER TOWNSHIP PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 4491**

**EFFECTIVE**

**January 1, 2013**

**Through**

**December 31, 2015**

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>Preamble &amp; Purpose</b>	<b>Page 4</b>
<b>ARTICLE 2</b>	<b>Recognition &amp; Coverage</b>	<b>Page 4</b>
	Section 2.1 Recognition	
	Section 2.2 Dues Check Off	
	Section 2.3 Indemnity	
	Section 2.4 Fair Share Provision	
	Section 2.5 Bona Fide Religious Exemption	
<b>ARTICLE 3</b>	<b>Management's Rights</b>	<b>Page 6</b>
	Section 3.1 Management	
	Section 3.2 Union Recognition	
<b>ARTICLE 4</b>	<b>Rules, Regulations, SOP's &amp; Guidelines</b>	<b>Page 7</b>
<b>ARTICLE 5</b>	<b>Non - Discrimination</b>	<b>Page 7</b>
<b>ARTICLE 6</b>	<b>Union Representation</b>	<b>Page 8</b>
	Section 6.1 Union Representation	
	Section 6.2 Union Grievance Representative	
<b>ARTICLE 7</b>	<b>Union Business</b>	<b>Page 9</b>
	Section 7.1 Union Representation	
	Section 7.2 Labor Negotiations	
	Section 7.3 Time off for Union Business	
<b>ARTICLE 8</b>	<b>Union Property &amp; Activity</b>	<b>Page 10</b>
	Section 8.1 Filing Cabinets	
	Section 8.2 Union Related Materials and Activities	
<b>ARTICLE 9</b>	<b>Waiver In Case Of An Emergency</b>	<b>Page 11</b>
<b>ARTICLE 10</b>	<b>No Strike/No Lockout</b>	<b>Page 11</b>
<b>ARTICLE 11</b>	<b>Employee Files &amp; Medical Records</b>	<b>Page 12</b>
<b>ARTICLE 12</b>	<b>Labor/Management Meetings</b>	<b>Page 13</b>
<b>ARTICLE 13</b>	<b>Layoff &amp; Recall</b>	<b>Page 14</b>
	Section 13.1 Layoff	
	Section 13.2 Recall	
<b>ARTICLE 14</b>	<b>Probationary Period</b>	<b>Page 15</b>
	Section 14.1 Initial Probationary Period	
	Section 14.2 Promotion	
<b>ARTICLE 15</b>	<b>Late Policy</b>	<b>Page 16</b>

<b>ARTICLE 16</b>	<b>Discipline</b> Section 16.1 Progressive Discipline Section 16.2 Pre-Disciplinary Hearing Section 16.3 Right of Representation Section 16.4 Interviews Section 16.5 Employee Misconduct – Administrative Leave Section 16.6 Investigation Time Limits Section 16.7 Time Limit Extension and Exceptions	<b>Page 16</b>
<b>ARTICLE 17</b>	<b>Seniority</b>	<b>Page 19</b>
<b>ARTICLE 18</b>	<b>Grievance Procedure</b> Section 18.1 Purpose Section 18.2 Definitions Section 18.3 Time Limits Section 18.4 Grievance Forms Section 18.5 Grievance Process	<b>Page 20</b>
<b>ARTICLE 19</b>	<b>Merger of Past Agreements &amp; Past Practices</b>	<b>Page 24</b>
<b>ARTICLE 20</b>	<b>Shift Trades</b> Section 20.1 Voluntary Trade Section 20.2 Trade Repayment Section 20.3 Shift Transfers	<b>Page 24</b>
<b>ARTICLE 21</b>	<b>Safety</b>	<b>Page 26</b>
<b>ARTICLE 22</b>	<b>EAP &amp; Substance Testing</b> Section 22.1 Explanation Section 22.2 Substance Testing Definitions Section 22.3 Drug Free Workplace Section 22.4 Distribution of Drug Free Workplace Section 22.5 Employee Drug/Alcohol Testing Section 22.6 Substance Testing Section 22.7 Prescription Drug Use Section 22.8 Off Duty Consumption of Alcohol	<b>Page 27</b>
<b>ARTICLE 23</b>	<b>Employee Benefits</b> Section 23.1 Longevity Pay Section 23.2 Employee OP&F Pension Contributions	<b>Page 34</b>
<b>ARTICLE 24</b>	<b>Holidays</b> Section 24.1 Township's Approved Holidays Section 24.2 Overtime Pay	<b>Page 34</b>
<b>ARTICLE 25</b>	<b>Vacation</b> Section 25.1 Vacation Accrual Section 25.2 Vacation Leave	<b>Page 35</b>

<b>ARTICLE 26</b>	<b>Insurance</b> Section 26.1 Health, Dental & Life Insurance	<b>Page 37</b>
<b>ARTICLE 27</b>	<b>Promotions &amp; Testing</b>	<b>Page 37</b>
<b>ARTICLE 28</b>	<b>Hours of Work &amp; Overtime</b> Section 28.1 Hours of Work Section 28.2 Pyramiding Section 28.3 Overtime Section 28.4 Overtime Procedure Section 28.5 Mandatory Overtime Section 28.6 Earned Days Off (EDO's)	<b>Page 38</b>
<b>ARTICLE 29</b>	<b>Uniforms and Equipment</b>	<b>Page 40</b>
<b>ARTICLE 30</b>	<b>Wages</b> Section 30.1 Wage Schedule 2013 Section 30.2 Wage Schedule 2014 Section 30.3 Wage Schedule 2015 Section 30.4 Lieutenants Premium Pay Section 30.5 Lateral Entry	<b>Page 41</b>
<b>ARTICLE 31</b>	<b>Leap Year Shift Rotation</b>	<b>Page 43</b>
<b>ARTICLE 32</b>	<b>Education &amp; Training</b>	<b>Page 44</b>
<b>ARTICLE 33</b>	<b>Court Time</b>	<b>Page 44</b>
<b>ARTICLE 34</b>	<b>Leaves of Absence</b> Section 34.1 Sick Leave Section 34.2 Sick Time Accrual Section 34.3 Injury Leave Section 34.4 Modified Duty Section 34.5 Fitness for Duty Section 34.6 Bereavement Leave Section 34.7 Military Leave Section 34.8 Pregnancy Notification & Maternity Leave Section 34.9 Jury Duty	<b>Page 45</b>
<b>ARTICLE 35</b>	<b>Severability</b>	<b>Page 51</b>
<b>ARTICLE 36</b>	<b>Health</b>	<b>Page 51</b>
<b>ARTICLE 37</b>	<b>Duration</b>	<b>Page 52</b>
<b>SIGNATURE PAGE</b>		<b>Page 52</b>

## ARTICLE 1

### PREAMBLE/PURPOSE

*Section 1.11* This agreement entered into by Butler Township Board of Trustees, hereinafter referred to as the "Employer" and the Butler Township Professional Firefighters Local 4491, International Association of Firefighters (OAPFF), AFL-CIO, hereinafter referred to as the "Union", for the purpose of achieving better understanding between the parties, to achieve and maintain a satisfactory and stabilized employer/employee relationship, and to promote improved work performance; to attract and retain qualified employees; to insure the right of every employee to fair and impartial treatment; provide for the peaceful and equitable adjustment of differences that may arise.

*Section 1.12* It is further the purpose of this Agreement to assure the effectiveness of service by providing an opportunity for employees to meet with the Employer and to exchange views and opinions on policies and procedures affecting the conditions of their employment, and to provide an opportunity for the Union, the Board and the Employer to negotiate as to wages, hours of work, employee benefits, working conditions and other terms of employment. This Agreement pertains only to full-time personnel of the Butler Township Professional Firefighters Local 4491, who are members of the collective bargaining unit.

## ARTICLE 2

### RECOGNITION & COVERAGE

#### Section 2.1: Recognition

*Section 2.11* The Employer recognizes the Union as the exclusive bargaining representative in all matters pertaining to wages, hours of work, and other terms and conditions of employment during the term of this Agreement, and any continuation or modification thereof, for all full-time employees that are employed by the Employer in the following classifications:

- **Classification 1:** Full-Time firefighter/paramedic as certified by the Ohio State Employment Relations Board in case number 06-REP-01-0010, dated April 20, 2006.
- **Classification 2:** Full-Time Lieutenants as certified by the Ohio State Employment Relations Board in case number 06-REP-01-0010, dated April 20, 2006.
- Part-time, auxiliary, and civilian employees of the fire department are not included in the bargaining unit.
- Full-Time firefighters/paramedics and Lieutenants in their initial probationary period are part of the bargaining unit upon completion of

their membership application and paying of membership dues for the rights and benefits covered under this Agreement.

### **Section 2.2: Dues Check Off**

*Section 2.21* The Employer agrees to deduct Union membership dues once each pay period, not to exceed 2 pay periods per month, from the pay of any eligible employee in the collective bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designated representative. 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 authorization was received by the Employer. The Township payroll clerk will "direct deposit" or "electronically deposit" union dues collected per pay period to the Union's specified banking facility. The Union treasurer will provide all required banking information (i.e., account number, routing number, etc.) to the Township payroll clerk to facilitate the transactions. Except otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Township payroll clerk.

### **Section 2.3: Indemnity**

*Section 2.31* The Union agrees to indemnify and hold harmless the Employer against any liability whatsoever in connection with the operation of Section 2 of this Article.

### **Section 2.4: Fair Share Provision**

*Section 2.41* It is agreed that all employees who do not join the Union or who do not remain members in good standing must pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

### **Section 2.5: Bona Fide Religious Exemption**

*Section 2.51* Any employee who is a member of a church or religious body having bona fide religious tenants or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such

employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and Union that this has been done. Employees who fail to meet this requirement will be subject to discipline by the Employer upon demand of the Union.

### ARTICLE 3

#### MANAGEMENT'S RIGHTS

##### Section 3.1 Management

- Section 3.11* Except to the extent modified by this Agreement, it is understood and agreed to by the union that the Employer and the Fire Chief as the Employer's Appointing Authority retains all rights and authority to manage, direct, and control the operation of the fire department to the fullest extent permitted by Ohio Law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management.
- Determine matters of inherent managerial policy which includes, but are not limited to areas of discretion or policy such as functions and programs or 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 department operations;
  - Determine whether a job vacancy is filled;
  - Determine the duties to be included in all job classifications, and the standards of quality and performance that employees must maintain to be consistent with Fire Department operations;
  - Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
  - 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 department;
  - To maintain security of all Employer's records and other pertinent information
  - The Employer will have the right to, in connection with his function of maintaining discipline and directing the work force, publish and amend Rules of Conduct and department policy. Modification to work rules will be posted seven (7) days before their effective date except in emergency situations.

## **Section 3.2 Union Recognition**

- Section 3.21* The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements will remain the exclusive function of the Employer.
- Section 3.22* The Employer, on its behalf, hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to Employees represented by the Union, will be limited only by the terms of this Agreement and ORC 4117.
- Section 3.23* In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of the work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and will remain, exclusively those of the Employer.

## **ARTICLE 4**

### **RULES, REGULATIONS, SOP'S & GUIDELINES**

- Section 4.11* The Employer will maintain current copies of all rules, regulations, SOP's, Employee Handbooks, and guidelines used by the Butler Township Fire Department in each manned fire station.
- Section 4.12* The Employer will post new or modified work rules, regulations, SOP's, Employee Handbooks, and guidelines on the Chief's bulletin board fourteen (14) days before their effective date except in emergency situations as determined at the sole discretion of the Fire Chief. Once posted, the new or modified work rules, regulations, SOP's, Employee Handbooks, and guidelines will remain on the bulletin board for at least 30 days.

## **ARTICLE 5**

### **NON DISCRIMINATION**

- Section 5.11* The Employer will not interfere with the rights of Employees to become members of the International Association of Firefighters. Additionally, the Employer will not discriminate against Employees because of Union activity.

*Section 5.12* The Board, the Employer, and the IAFF, recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements. Therefore, all parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, marital status, race, color, creed, disability, or national origin.

*Section 5.13* Allegations of violations of this Article shall be appealed to the Employer, in accordance with the grievance procedure prior to filing State and/or Federal action.

## ARTICLE 6

### UNION REPRESENTATION

#### Section 6.1: Union Representation

*Section 6.11* Representative(s) of the Union, ie,: IAFF or OAPFF representatives or a designated member of the collective bargaining unit, shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union Representative shall identify himself to the supervisor at the work area. Immediately thereafter, the Supervisor on duty shall advise the Fire Chief of the Union Representative presence.

*Section 6.12* The Employer shall recognize the Union President, Vice President, and Trustee for the purpose of processing grievances in accordance with the Grievance Procedure. The Employer shall recognize a designated representative, in the absence of above said representatives, as provided herein.

*Section 6.13* The Union shall provide to the Employer an official roster of it's officers and Trustee's, upon signing of this contract; and is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor
5. Union office held

*Section 6.14* No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

*Section 6.15* Rules governing the activity of Union representatives are as follows:

*Section 6.151* The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees.

*Section 6.152* The Union employee Official (President, Vice President, or representative) shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon the request of the employee's immediate supervisor.

### **Section 6.2: Union Grievance Representative**

*Section 6.21* In cases of any disciplinary conference or grievance, the Employer will provide ample time to the Union representative or designee, without loss of pay or benefits, to investigate a grievance, represent the member in meetings and hearings or consult with the Chief in processing a grievance after the representative first notifies the Chief, while the member/or Union representative is on duty

## **ARTICLE 7**

### **UNION BUSINESS**

#### **Section 7.1: Union Representation**

*Section 7.11* The IAFF will select one (1) bargaining unit member to be their Union representative and one (1) bargaining unit member as an alternate.

*Section 7.12* The Employer will release the Union representative or alternate from their normal duty hours upon reasonable request to participate in meetings and discussions with regard to Union grievances, disciplinary conferences, etc. Union representatives or alternates approved for release from duty under this Section will not suffer any loss of pay or benefits. Union representatives or alternates, however, must provide at least a forty-eight (48) hour notice so the Employer can make necessary scheduling adjustments. Unless the representative is already in an unscheduled or scheduled overtime status, the Union representative or alternate will not receive overtime pay under this Section.

#### **Section 7.2: Labor Negotiations**

*Section 7.21* The Union will identify the members of its negotiation team in writing, once a notice to negotiate has been filed with SERB. This will allow the Employer time to make necessary schedule adjustments.

*Section 7.22* If the negotiating team member is on duty during labor negotiations, the Employer will allow members of the negotiating team to participate in negotiation sessions without loss of pay or benefits. Negotiations will not commence until a notice to negotiate has been filed with SERB and the

parties have mutually agreed to dates for negotiations. To the extent possible negotiations will be scheduled during non duty hours.

### **Section 7.3: Time Off For Union Business**

*Section 7.31* The Employer will grant time off for the bargaining unit representative whom are employees, covered by this Agreement, for the purpose of attending and/or conducting regular or special Union meetings or IAFF conferences. Employees must provide a one hundred sixty eight (168) hour notice, one week, so that the Employer can make any necessary scheduling adjustments. The Employer may limit the number of attending representatives or deny the request because of hardship in scheduling. Employees may use compensatory, vacation, or a personal absence day if approved by the Employer.

## **ARTICLE 8**

### **UNION PROPERTY & ACTIVITY**

#### **Section 8.1: Filing Cabinets**

*Section 8.11* The Employer agrees to allow the Union to have and maintain a locking two-drawer filing cabinet to be placed in a mutually agreed to location. Keys to the filing cabinet will be held/maintained by designated Union members.

*Section 8.12* The Employer will permit the Union to display the framed charter of the IAFF and OAPFF.

#### **Section 8.2: Union Related Materials and Activity**

*Section 8.21* Union related materials in the form of standard decals used for vehicle/apparatuses, and personal protective equipment will not be posted on helmets, apparatuses or other Township property.

*Section 8.22* The Employer agrees to allow the bargaining unit to conduct regularly scheduled monthly meetings, quarterly meetings, and other special meetings at a Fire Department facility. On-duty members shall be permitted to attend while remaining available for emergency responses. The Union agrees to provide notice to the Employer of any such meetings and location within seven (7) calendar days of such meetings.

## ARTICLE 9

### WAIVER IN CASE OF AN EMERGENCY

*Section 9.11* In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, Township Administrator, Board of Trustees, Fire Chief, 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 or the Union:

*Section 9.111*

1. Time limits for the processing of grievances, and
2. Selected work rules and/or agreements and practices relating to the assignment of employees.

*Section 9.12* Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined 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 10

### NO STRIKE/ NO LOCKOUT

*Section 10.11* The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

*Section 10.12* The Union agrees that the Union, will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

*Section 10.13* The Union further agrees that neither it, it's officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

*Section 10.14* The Employer agrees that neither it, it's officers, agents or representatives, individually or collectively will authorize instigate, cause, aid or condone any lockout of bargaining unit employees.

*Section 10.15* In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate this Article

is subject to discipline or discharge by the Employer. The Union shall retain all rights of appeal available under ORC 4117.

*Section 10.16* In the event of any violation of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including but not limited to, the preparation of and delivery to the Employer a letter addressed to the Employer stating "the strike action is not sanctioned by the Union and all employees should return to work". The ranking officer of the Union shall sign the letter.

*Section 10.17* Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes. Nothing in this Article shall be construed to limit or abridge the Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful lockouts.

## ARTICLE 11

### EMPLOYEE FILES & MEDICAL RECORDS

*Section 11.1* Each employee may review their personnel file maintained by the Employer at a reasonable time during regular business hours upon giving written request. The employee has the right to copy any documents in his personnel file. If an unfavorable statement or notation is in the file, the employee has the right to place a statement of rebuttal or explanation in the file.

*Section 11.12* Provided no intervening discipline has occurred, records of Employee Performance Improvement Plans (EPIP) will cease to have force and effect up to 6 months from the date of issuance.

*Section 11.13* Records of Letter of Caution and Letters of Reprimands will cease to have force and effect 12 months from the date of issuance, provided no intervening discipline has occurred.

*Section 11.14* Records of suspension or demotion will cease to have force and effect 24 months from the date of issuance provided no intervening discipline has occurred.

*Section 11.15* The Employer reserves the right to maintain any counseling or discipline documents for 7 years from the date of issuance.

*Section 11.16* The Employer will release information contained in an Employee's personnel file to outside persons and/or agencies as in accordance with the public records law. A Public Records request must be made to initiate this process. The Employer will provide Employees with copies of the documents released to the person and/or agencies making the request.

*Section 11.17* Each documented verbal discipline, discussion, written reprimand must contain the signature of the Employer and the signature of the employee. Refusal on the part of the employee to sign recognition of items identified in this section may subject the employee to further disciplinary action. Past discipline will remain in affect after signing of this Agreement in accordance with the provision of this Article.

*Section 11.18* Personnel and Medical files must be maintained and retained in accordance with all applicable federal and state laws.

## ARTICLE 12

### LABOR/MANAGEMENT MEETINGS

*Section 12.11* In the interest of sound Employer/Employee relations, the Employer and Union representatives will convene on an as - needed basis, for the express purpose of building and maintaining a climate of mutual understanding, respect and the solution of common problems.

*Section 12.12* The Employer Labor members will meet at a location agreed to by both parties.

*Section 12.13* The Union members will consist of no more than two (2) representatives. Employer members will consist of the Chief, and members of his senior staff. Other persons may be permitted to attend with prior notice of both parties.

*Section 12.14* The Employer will not compensate off duty Union members attending scheduled Employer Labor meetings. On duty members will not incur a loss of pay while attending the meeting.

*Section 12.15* An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be discussed during the meeting and the names of those Union representatives who will be attending.

*Section 12.16* These meetings will be to discuss topics concerning the administration of this Agreement, notify the Union of changes made by the Employer which affects bargaining unit members, disseminate general information of interest to parties, and discuss ways to increase productivity and improve effectiveness.

## ARTICLE 13

### LAYOFF & RECALL

#### Section 13.1 – Layoff

*Section 13.11* Prior to initiating alterations in the full-time labor force, the Employer will endeavor to review and evaluate other means of cost reduction which will include, but is not limited to wage freezes, wage reductions, furloughs, reductions in or deletion of appropriate capital or operational expenses. However, the final means and methods to address financial constraints upon the Township shall be the sole right of the Employer to determine and execute. If, after evaluating other alternatives, it is deemed necessary to reduce the full-time workforce, the following procedure will apply.

*Section 13.111* When the Employer determines that a long term lay-off or job abolishment is necessary, the Employer shall notify the affected employees twenty-one (21) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer agrees to lay-off employees in accordance with ORC 124.323, In the event of lay-offs, the ratio of four (4) part-time to one (1) full-time personnel shall be maintained.

*Section 13.112* Within each classification affected, employees will be laid off in accordance with their seniority in that classification with the least senior employee being laid off first. Any layoff within the rank of Shift Lieutenant shall be in accordance with rank seniority. When two (2) or more employees have the same seniority date, the date of hire of employees will determine the seniority with an inverse order of the hiring date. No two (2) employees will be hired on the same day.

*Section 13.113* The employer may prior to implementation of traditional layoffs, allow full-time members of the department, in review of seniority status as identified above, to have their employment status altered to regularly scheduled part-time status. Under an altered status, the affected employee shall be provided the maximum scheduled hours for a part-time time employee at their last full-time hourly rate of pay. Such part-time status shall also include any other benefits as outlined within the Butler Township's Personnel Policy.

#### Section 13.2 - Recall

*Section 13.21* The Employer agrees to recall laid-off employees in accordance with ORC 124.37.

*Section 13.22* Should a position in the fire department once abolished or made unnecessary be found necessary to be re-created or re-established within

three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of the abolishment of the position or layoff, the employee with the most seniority in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee.

*Section 13.23* Notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

*Section 13.24* The recalled employee shall have five (5) calendar days following the date of the receipt of the recall notice to notify the Employer of his intention to return to work and shall return to work on the date and time specified in the notice unless a different date and/or time is agreed to by the Employer.

*Section 13.25* Any member of the collective bargaining unit whose job is being abolished, or any employee who suffers because of a reduction in staffing who possesses the immediate skills and abilities and any certification or licenses required to perform and hold a position in another fire classification, an employee in a higher classification may bump a less senior employee in another classification.

## ARTICLE 14

### PROBATIONARY PERIOD

#### Section 14.1 Initial Probationary Period

*Section 14.1* All newly hired employees covered under this Agreement, including re-hired employees, must serve a probationary period of twelve (12) months.

*Section 14.12* During the initial employment probationary period, the Employer, at its sole discretion, may discipline, discharge, or otherwise dismiss the probationary employee. The Union and the employee will not have the right to challenge the disciplinary action, discharge, or dismissal under the arbitration procedure of this Agreement.

#### Section 14.2 Promotion

*Section 14.21* The Employer will consider any permanent employee that the Employer promotes to the rank of Shift Lieutenant as a promotional probationary employee. A promotional probationary employee must successfully complete a probationary period of twelve (12) months before the Employer will permanently appoint the employee to the new classification. During the promotional probationary period for Shift Lieutenants, the Employer will return the employee to his previous rank if

the promotion promotional probationary period is not successfully completed or the employee desires to voluntarily return to the previous rank and pay grade.

## **ARTICLE 15**

### **LATE POLICY**

*Section 15.11* Employees are expected to be at their duty station and ready to begin work at the scheduled time. An employee expecting to arrive late to work must notify their supervisor (or other designated person) within one half hour of the scheduled time for reporting to work. Excessive tardiness is unacceptable and will result in correct disciplinary action against the employee.

*Section 15.12* As determined at the sole discretion of the Fire Chief or his designated representative, an employee reporting late for work may have the incident excused if the tardiness was beyond control of the employee. The Chief's decision regarding excused tardiness is not subject to arbitration.

## **ARTICLE 16**

### **DISCIPLINE**

#### **Section 16.1: Progressive Discipline**

*Section 16.11* All discipline will be only for just cause (except for probationary employees for performance reasons). Progressive discipline is a conservative approach to the disciplinary process. The intent is to give adequate notice to any employee whose actions are improper and/or inadequate so that they may improve their performance to acceptable standard. Progressive discipline, depending on the severity of the violation of the rule, regulation, policy, procedure or directive, may start at any level of discipline including suspension, demotion or dismissal. Other forms of counseling or instruction including Employee Performance Improvement Plans (EPIP) will not be considered discipline.

*Section 16.12* The following order of progressive discipline, as permitted by the Fair Labor Standards Act, other state and federal laws, or for just cause will ordinarily be followed:

- Letter of Caution
- Letter of Reprimand
- Suspension (which may be working and/ or unpaid suspension)
- Demotion
- Dismissal

*Section 16.13* Suspensions of twenty-four (24) hours or less may be imposed by the Fire Chief or designee. Longer suspensions, demotions, or discharges require action by the Township Administrator. The officer staff may discipline employees using a letter of caution, oral or written reprimands.

### **Section 16.2: Pre-disciplinary Hearing**

*Section 16.21* When the Employer determines that an employee may be disciplined for just cause and the discipline is a suspension, demotion or dismissal, a disciplinary hearing will be scheduled with the employee.

*Section 16.22* The employee may, at their discretion, have a Union representative, an attorney, or a representative of their choice present at the disciplinary hearing, unless waived in writing. The disciplinary hearing provides the employee an opportunity to respond to the alleged improper conduct finding and present mitigating evidence or information.

*Section 16.23* The hearing will be held within fifteen (15) administrative days, following service of the notice of pre-disciplinary hearing, unless such time is mutually extended by the Union and management.

*Section 16.24* The Employer will provide the employee a written outline of the charges that are the basis for the disciplinary action not less than three (3) administrative days before the scheduled hearing. The notification will contain the date, time, and location of the hearing.

*Section 16.25* The employee must choose to:

- Appear at the hearing, either alone or with a chosen representative, to present a written or oral statement in response to the charges, or
- Appear at the hearing and have his chosen representative present a written or oral statement in response to the charges, or
- Elect, in writing, to waive his opportunity to have a pre-discipline hearing.

*Section 16.251* Absent extenuating circumstances, failure to elect and pursue one of the three options will be considered as a waiver of the employee's right to the disciplinary hearing. An employee may request a continuance for just cause for a period not to exceed five (5) administrative days.

*Section 16.26* The Township will prepare a written report within five (5) administrative days after the disciplinary hearing, concluding the findings of the conference and what discipline, if any, is appropriate. A copy of the report will be given to the employee upon its completion.

*Section 16.27* Employees may appeal all disciplinary actions through the grievance procedure. Suspension, demotion, or dismissal may be appealed through the grievance procedure and taken to arbitration. No part of this Article will limit the legal rights of the employee or Employer.

*Section 16.28* Probationary employees cannot file appeals regarding any disciplinary action under this Agreement to arbitration; except for Promotional Probationary employees will have full appeal rights through the grievance procedure.

**Section 16.3: Right of Representation**

*Section 16.31* At any time during the questioning of an employee that could likely result in disciplinary action, the employee shall be entitled to be represented by a Union Representative during questioning.

*Section 16.32* Prior to any investigative interview, the employee shall be informed of the nature of the investigation and, to the extent then known, whether the investigation is focused on the employee for potential disciplinary charges. In any investigatory interview between an employee and a member of the administration of the Employer where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee is entitled to Union Representation, unless waived in writing.

**Section 16.4: Interviews**

*Section 16.41* Employees are required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges that the employee is entitled under the laws of the State of Ohio or the United States.

*Section 16.42* The employees and/or the employer may tape record all employee interviews, with the knowledge of both parties.

**Section 16.5: Employee Misconduct – Administrative Leave**

*Section 16.51* An employee charged or under indictment for a felony or misdemeanor that occurred while in good faith performance of their duties may be placed on administrative leave with pay pending resolution of the charges.

*Section 16.52* An employee charged under indictment for a felony or misdemeanor that materially interferes with the employee's ability to perform their duties that occur off duty or other than in good faith performance of their duties may be placed on unpaid administrative leave pending resolution of the charges. The employee may use any/all available accumulated time except for sick leave to supplement the unpaid leave.

*Section 16.53* In cases of insubordination or gross employee misconduct, the Employer may place the employee on immediate paid administrative leave.

*Section 16.54* Disciplinary procedure may commence either at the completion of the investigation or deferred pending the completion of court proceedings.

### **Section 16.6: Investigation Time Limits**

*Section 16.61* Once the Employer officially notifies an employee in writing that they are the focus of an investigation, the Employer will have sixty (60) calendar days to complete the investigation.

*Section 16.62* Once the investigation is complete, the Employer will have fifteen (15) administrative days to recommend/impose disciplinary action.

*Section 16.63* If the time limit(s) expired and formal charges have not been filed, or no disciplinary action is imposed, or the employee has not had a disciplinary hearing, no disciplinary action will be taken.

### **Section 16.7: Time Limit Extension and Exceptions**

*Section 16.71* Time limits can be extended by mutual agreement between the Union and the Employer.

*Section 16.72* If criminal charges have been filed against an employee, the time limit will not begin until all criminal proceedings are complete and the Employer serves official notice in writing to the employee of an investigation.

*Section 16.73* Criminal investigations, as used in this section, will be interpreted as any action that could result in the filing of criminal charges.

## **ARTICLE 17**

### **SENIORITY**

*Section 17.11* Seniority, for the purpose of this Agreement, unless otherwise specified, will be defined as an employee's length of continuous full-time regular service, with the fire department within the employee's classification (firefighter/paramedic or lieutenant) to be computed as their last date of hire. Termination of employment lasting less than thirty-one (31) days, an approved leave of absence, does not constitute a break in continuous service.

*Section 17.12* Employees who are laid off, shall retain their seniority for a period of twenty-four (24) months or length of service, whichever is less, from the date of layoff.

*Section 17.13* When employees are tied for seniority by their starting date, the tie will be broken by the cumulative test score of the entrance examination.

*Section 17.14* Absent a specific grant in this Agreement, the retention of seniority during a lay-off or a leave of absence does not automatically entitle an Employee to receive benefits provided to those on the active payroll.

*Section 17.15* Seniority and the employment relationship ends when an employee retires, resigns or is discharged for just cause.

## ARTICLE 18

### GRIEVANCE PROCEDURE

#### Section 18.1: Purpose

*Section 18.11* The Employer and Union support and subscribe to an orderly method of adjusting grievances. For this reason, the following procedure is established. This grievance procedure has as its objective the promotion of good Employer and employee relations by providing an orderly appeal process.

*Section 18.12* The grievance arbitration procedure is not available to employees serving their initial probationary period. However, any employee may meet with the Fire Chief to discuss a perceived problem.

*Section 18.13* Promotional Probationary employees will have full appeal rights through the grievance procedure should they feel the Employer did not have just cause to return them to their previous rank.

#### Section 18.2: Definitions

*Section 18.21* Administrative Day: Monday through Friday excluding holidays.

*Section 18.22* Working Day: The signing grievant's scheduled "working day" including sick days not ordered by a medical care provider. Working day does not include approved vacation, personal day or compensatory days.

*Section 18.23* Day: A calendar day.

*Section 18.24* Grievance: Any dispute, difference, or complaint between the Union or a bargaining unit member has concerning the interpretation, application or alleged violation of any provision of this Agreement.

*Section 18.25* Group Grievance: Grievances involving more than one (1) bargaining unit member who allege a violation or matter for grievance that occurred at the same date and time and who seek remedy may file one (1) grievance form listing all their names. All such grievances will be designated as a "group grievance" and they will exclude any other persons not listed by name in the original grievance after the filing date.

#### Section 18.3: Time Limits

*Section 18.31* All parties will follow the time limits established in the grievance procedure. If the person filing the grievance, or the Union, fails to present

a grievance in time or to advance it to the next level in the prescribed time limits, the grievance will be considered withdrawn. If the time procedure is not followed by the Employer, the grievance will automatically advance to the next level.

*Section 18.32* Time limits established in the grievance procedure may be extended by mutual agreement between the Employer and the Union provided the extension is reduced to writing and the period of extension is specific.

#### **Section 18.4: Grievance Forms**

*Section 18.41* Employees will use only the grievance forms supplied by the Union for filing grievances. All formal grievances will be in writing and specify the article or section of the Agreement alleged to have been violated.

#### **Section 18.5: Grievance Process**

##### **Section 18.51 STEP 1 - INFORMAL DISCUSSION**

*Section 18.511* The employee must meet and informally discuss the issue that would cause the filing of a formal grievance with the Fire Chief before filing a formal grievance. Both parties must make an honest earnest effort to resolve the issue.

*Section 18.512* The employee must personally present a written request to the Chief for an informal discussion. This written request must occur within five (5) administrative days of the employee receiving disciplinary action or following an event that would cause the filing of a formal grievance.

*Section 18.513* The Chief must meet and informally discuss the issue within five (5) administrative days of receiving the employee's written request.

*Section 18.514* The Chief will have five (5) administrative days after the informal discussion to give the employee a written decision of the informal meeting resolution.

*Section 18.515* If the informal discussion results in an unsatisfactory resolution, the employee may then file a *Formal Grievance* beginning at Step 2 of the grievance procedure. The employee must file the *Formal Grievance* within five (5) administrative days of receiving the Chief's written decision of the informal discussion. The day the employee receives the written decision counts as day one.

##### **Section 18.52 STEP 2 - FIRE CHIEF**

*Section 18.521* An employee who desires to file a formal grievance must personally present a completed *Grievance Form* to the Chief or designee documenting the facts and contract violation. This will initiate the formal grievance process. This must occur within five (5) administrative days of receiving the Chief's written decision of the informal discussion. If the grievant does not appeal the Step 1 decision within the five (5)

administrative days, the grievance will be considered withdrawn and filed by the Chief as per Section 3 of this Article.

*Section 18.522* The Chief or designee must write his name, rank, date and time on the grievance form upon receiving it in the proper location. This information will be used as verification concerning grievance time limits. The grievant will receive a copy of the grievance form.

*Section 18.523* The Chief will have five (5) administrative days, upon receiving the grievance, to meet with the grievant in an attempt to resolve the grievance. The grievant may have a Union representative present during this meeting.

*Section 18.524* The Chief, Assistant Chief and the grievant must discuss the facts or alleged contract violation at this meeting in an attempt to successfully resolve the grievance.

*Section 18.525* The Chief will have five (5) administrative days, after the meeting with the grievant, to issue a written recommendation, an explanation of that recommendation, or whether or not a settlement was reached between the parties. The Chief must document his findings on the grievance form.

*Section 18.526* If a satisfactory resolution is made resolving the grievance, the grievant must sign, date and time the *Grievance Form*. The grievant must also sign on the appropriate location of ACCEPTING the recommendation. The original *Grievance Form* will be forwarded to the Chief to keep on file. The grievant will receive a copy of the grievance form for their records.

*Section 18.527* If the grievant REJECTS the recommendation and desires to pursue the grievance, he may appeal to Step 3, within five (5) administrative days of receiving the grievance from the Chief. The day the grievant receives the grievance back counts as day one.

### **Section 18.53 STEP 3 - TOWNSHIP ADMINSTRATOR**

*Section 18.531* If the formal grievance is not resolved in Step 2 and the grievant desires to pursue the grievance, he must personally present the Township Administrator or designee with a copy of the *Grievance Form* within five (5) administrative days of receiving the Step 2 decision. If the grievant does not appeal the Step 2 decision within the five (5) administrative days, the grievance will be considered withdrawn and filed by the Chief as per Section 3 of this Article.

*Section 18.532* The Township Administrator or designee must write his name, title, date and time on the original grievance form upon receiving it in the proper location. This information will be used as verification of the meeting and documentation concerning grievance time limits. The grievant will receive a copy of the grievance form.

*Section 18.533* The Township Administrator will have five (5) administrative days, upon receiving the grievance, to meet with the grievant in an attempt to resolve the grievance.

*Section 18.534* The Township Administrator, Fire Chief, and the grievant will meet to discuss the facts or alleged contract violation in an attempt to successfully resolve the grievance. The grievant may have a Union representative present during this meeting.

*Section 18.535* The Township Administrator will have five (5) administrative days, after the meeting with the grievant, to issue a written recommendation, an explanation of that recommendation, or whether or not a settlement was reached between the parties. The Township Administrator must document his findings on the grievance form.

*Section 18.536* If a satisfactory resolution is made resolving the grievance, the grievant must sign, date and time the *Grievance Form*. The grievant must also sign on the appropriate location of ACCEPTING the recommendation. The original *Grievance Form* will be kept by the Chief on file. The grievant will receive a copy of the grievance form for their records.

*Section 18.537* If the grievant REJECTS the recommendation and desires to pursue the grievance, they may appeal to Step 4 within five (5) administrative days. The day the grievant receives the grievance back counts as the first day.

#### **Section 18.54 STEP 4 - ARBITRATION**

*Section 18.541* If the grievance is not resolved in Step 3 and the grievant desires to pursue the grievance, the Union may refer the grievance to final and binding arbitration within twenty-one (21) days after the issuance of the Township Administrator's decision.

*Section 18.542* The Union, Township Administrator and the Chief will jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.

*Section 18.543* The arbitrator will act in a judicial, not legislative capacity and will have no right to recommend or amend, modify, nullify, ignore, add, to, or subtract from the provisions of this Agreement. They will only consider and make a decision with respect to the specific issue submitted, and will have no authority to make a decision on any issue not submitted to him. Additionally, two or more grievances may not be joined or consolidated for hearing except upon agreement of the Union, Township Administrator and the Chief.

*Section 18.544* In the event the arbitrator finds a violation of the terms of this Agreement, he will fashion an appropriate remedy. The arbitrator will submit, in writing, his decision within thirty (30) days following the close of the hearing, unless the parties agree to a written time extension. The arbitrator's decision will be final and binding upon the Union, the Board and the Chief, the grievant and all employees covered by this Agreement.

*Section 18.545* The fees and expenses of the arbitrator will be divided equally between the Board and the Union. In all cases, each party will be responsible for compensating its own representative and non-employee witness.

*Section 18.546* If either party withdraws the grievance after a request for arbitration, that party will be responsible for paying all fees relating to the cancellation including administrative fees, and fees billed by the arbitrator.

*Section 18.547* In the event a matter is subject to "mid-term bargaining" the parties may mutually extend the time limits for the dispute resolution and/or grievance procedure.

## ARTICLE 19

### **MERGER OF PAST AGREEMENTS & PAST PRACTICES**

*Section 19.11* The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement constitute the entire Agreement between the Employer and the Union and all prior agreements, practices and policies, either oral or written, are hereby cancelled.

## ARTICLE 20

### **SHIFT TRADES**

#### **Section 20.1 - Voluntary Trade**

*Section 20.11* The trading of time between departmental members working different duty shifts may be permitted in keeping with the provisions of this section with approval from the Chief.

*Section 20.12* Members covered by this Agreement will be permitted unlimited shift trades per year with the right to make consecutive trades.

*Section 20.13* Shift trades may be utilized for the purpose of vacation extensions.

#### **Section 20.2 – Trade Repayment**

*Section 20.21* Any employee agreeing to work a trade shall be held responsible for the period of time in question should an employee be unable to fulfill his obligation. The employee who failed to meet their obligation will be charged for vacation. If no leave is available, then the employee must be paid back when leave has been accrued.

*Section 20.22* All trades must be repaid within twelve (12) calendar months from the date the trade is initiated.

Repayment time shall equal the time traded and shall be repaid in one continuous time period. Trades of less than twenty-four (24) hours can be added together with other trades of less than twenty-four (24) hours and paid back at one time as long as the trades added together do not exceed twenty-four (24) hours.

*Section 20.23* Repayment of time will be made on the date and at the time requested by the employee who is owed the time.

*Section 20.24* When a trade is not repaid within the stipulated twelve (12) month repayment period, the employee obligated to repay the trade time shall have the monetary equivalent of the untraded time deducted from his/her pay and paid to the employee to which the trade is owed at that employee's rate of pay. The Union will endeavor to give notice of expiration of this twelve (12) month period however, failure of notification does not obviate the repayment and/or monetary recuperation of traded time.

*Section 20.25* An employee on sick or injury leave shall receive extensions of trade repayment time until he can return to work.

*Section 20.251* If an employee cannot return to work, monetary deductions will be made and paid to the employee to which the trade is owed at his rate of pay.

*Section 20.252* Any member working on a trade, who is injured and is sent to the hospital for treatment of that injury and is relieved of duty by the attending physician, shall not owe Butler Township or the employee the trade was made with, the time remaining on that trade.

*Section 20.253* A member owed a trade has the right to waive the trade repayment.

*Section 20.26* IAFF Local 4491 agrees that Butler Township will not incur additional cost due to employee trades unless the Employer reassigns the employee to a position other than that for which he traded or the employee has filed a trade in good faith prior to the department scheduling a mandatory assignment.

*Section 20.261*

**Example:** An employee arranges and files the appropriate forms for a trade, including repayment of the trade. After the filing, the department schedules' training that is mandatory for the employee on the day of said trade. The employee would be entitled to pay at time and one-half for attending this training.

*Section 20.262* Employees of the bargaining unit who work a trade on a Township recognized holiday, shall be eligible for premium pay benefit for each hour so worked at the rate of pay of the original scheduled employee.

## **Section 20.3 – Shift Transfers**

*Section 20.31* Whenever possible, any employee who has his shift involuntary changed by the Fire Chief shall be given at least a thirty (30)-calendar day notice.

*Section 20.32* If any employee who has his shift involuntary changed by the Employer, the employee will receive compensation in accordance with the Fair Labor Standards Act rules and regulations.

### *Section 20.321*

**Example:** If the employee's shift day prior to the involuntary shift transfer falls on a Monday (in which he still works), and his new shift falls on Tuesday; the employee will be compensated at an overtime rate.

*Section 20.33* If an Employee chooses to voluntarily change shift with another employee, they must submit a written explanation to the Fire Chief for approval.

*Section 22.34* If any Employee voluntarily changes shift, the employee will receive compensation in accordance with the Fair Labor Standards Act rules and regulations.

### *Section 20.341*

**Example:** If the employee's shift day prior to the involuntary shift transfer falls on a Monday (in which he still works), and his new shift falls on Tuesday; the employee will be compensated at an overtime rate.

## **ARTICLE 21**

### **SAFETY**

*Section 21.11* The Employer and the Union agree that the safety and health of all employees are of the highest importance. Each agrees to cooperate in an effort to prevent injury.

*Section 21.12* It is the responsibility of the Employer to provide safe working conditions, equipment, and working methods for their employees. The supervisor must correct known unsafe working conditions promptly.

*Section 21.13* It is the duty of all employees to use appropriate safety equipment and follow safety rules and safe working methods. Employees that violate safety rules are subject to disciplinary action.

*Section 21.14* Employees are responsible for the proper use and care of equipment and vehicles provided along with the responsibility of reporting any unsafe working condition to the supervisor or Fire Chief.

## ARTICLE 22

### EMPLOYEE ASSISTANCE PLAN & SUBSTANCE ABUSE

#### Section 22.1 Explanation

*Section 22.1* The Employer will promptly establish an Employee Assistance Program (EAP) to provide a counseling and/or referral service for employees who have continuing personal problems that may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.

*Section 22.12* Referrals to treatment or counseling services may be initiated by the employee and/or Employer through the EAP Coordinator. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file that is open to the public.

*Section 22.13* Unless referral is mandatory under the Employers' Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling and referral will be borne by the Township. Costs associated with any ongoing counseling or other professional services will be the responsibility of the employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the Employer or other employees.

*Section 22.14* Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or Township Trustee.

#### Section 22.2: Substance Testing Definitions

*Section 22.21* Employee - Any bargaining unit member.

*Section 22.22* Employer - Fire Chief

*Section 22.23* Board - Township Board of Trustees

*Section 22.24* Controlled Substance - Controlled substance contained in Schedule I thru V of Section 202 of the Controlled Substance Act (21 USC 812); or as defined in section 3719.01 of the Ohio Revised Code or as otherwise defined under applicable Federal and State Law.

*Section 22.25* Harmful Intoxicant - A substance defined in Section 2925.01 (I) of the Ohio Revised Code or as otherwise defined under applicable Federal or State Law.

*Section 22.26* **Conviction** - A finding of guilt, (includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both), by an judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.

*Section 22.27* **Criminal Drug Statute** - A Federal, State, or Local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance or harmful intoxicant.

*Section 22.28* **Reasonable Suspicion** - Is defined as an apparent state of facts and/or circumstances found to exist on inquiry by the supervisor that would warrant a reasonable, prudent person to believe the employee was under the influence of a controlled substance, harmful intoxicant, beer, wine or intoxicating liquor.

*Section 22.29* **Random Testing** - Is defined as selection of an employee of Butler Township (not limited to employees of the Fire Department) for substance testing on an indiscriminate basis. Before implementation of random drug testing, all Township employees will be included in the process.

### **Section 22.3: Drug Free Workplace**

*Section 22.31* It is the procedure of Butler Township to maintain a safe and productive "Drug Free" workplace for its employees. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant.

*Section 22.32* The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant by any employee that takes place in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline up to and including discharge.

*Section 22.33* Any employee convicted of any Federal or State criminal drug statute occurring in the workplace must cause the Employer to be notified of the fact within five (5) calendar days of the conviction.

*Section 22.34* Any employee who reports for duty in an altered or impaired condition that is the result in whole or in part of the illegal use of a controlled substance or harmful intoxicant or use of beer, wine or intoxicating liquor will be subject to disciplinary action. As set forth hereafter, the Employer may choose to hold disciplinary action in abeyance while an employee participates in drug and/or alcohol rehabilitation. The employee assistance will remain confidential and not be noted in the employee personnel file, however, the Employer will maintain records concerning the referral and treatment that will not be available to the public, unless required by applicable law. This "Drug Free" workplace article will apply to all employees of Butler Township.

#### **Section 22.4: Distribution of Drug Free Workplace**

*Section 22.41* All bargaining unit members will receive a copy of the Township's *Drug Fee Workplace Statement, Drug Fee Workplace Article, and Drug Testing Article* and will be required to sign for receipt of those copies, in that a copy of the signed article will become a permanent part of the employee's personnel file.

*Section 22.42* All bargaining unit members will be given notice that the Township reserves the right to order employees to submit to random testing as well as testing upon reasonable suspicion in accordance with this Article of the collective bargaining agreement.

#### **Section 22.5: Employee Drug/Alcohol Testing**

*Section 22.51* In order to maintain a safe and healthy environment to work, the Employer reserves the right as a condition of continued employment, the ordering of an employee to submit to examinations including blood, urine or hair sample tests for illegal drugs and/or harmful intoxicants or the misuse of legal drugs and/or alcohol on a random basis or where there is reasonable suspicion that an employee's work performance is affected by the condition.

*Section 22.52* Reasonable suspicion will be determined by the Employer or designee on the basis of reliable and verifiable information provided to him/her, including but not limited to descriptions of appearance, behavior, speech, or breathe odor. All reliable and verifiable information will be made available to the member's union representative.

*Section 22.53* This testing will be conducted solely for administrative purposes. Results obtained will be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.

#### **Section 22.6: Substance Testing**

*Section 22.61* To the extent that the Employer implements a Substance Testing Program that is applicable to employees covered by this Agreement, the following minimal standards will apply:

*Section 22.611* All drug/alcohol screening tests will be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (e.g. The College of American Pathologists). The procedure utilized by the Employer and testing laboratory will include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

*Section 22.612* The foregoing laboratory procedures will be the protocol followed in this Article, and will be outlined in writing, concerning the collection of bodily fluids or hair samples utilized for examination and testing. The samples collected will be contained in three (3) separate containers for use in the

following prescribed testing procedures. All separate containers will be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.

*Section 22.62* This protocol procedure will be sent to the Union; and at its opinion and expense, the Union may send the protocol procedure to a board certified clinical pathologist for opinions as to the adequacy of the procedure. If the Union finds bona fide serious testing process flaws in the protocol, the Employer will communicate with and/or solicit other potential vendors to achieve an acceptable protocol that satisfies accepted industry standards, which standards will be binding upon the parties.

*Section 22.63* if the protocol is accepted by the Union, and no timely objections are made by qualified expert for the Union, the designated vendor will be accepted and a collection point designated.

*Section 22.64* The results of the testing will be delivered only to the Fire Chief, Township Administrator, Trustees and the employee tested. An employee whose confirmatory test result is positive will have the right to request a certified copy of the testing results in which the vendor will affirm that the test results were obtained using the approved protocol methods. The employee will provide a release for disclosure of the testing results. A Union representative from the bargaining unit, will have a right to access the results upon request to the Fire Chief, with the employee's written consent.

*Section 22.65* Upon direct orders by the Employer, pursuant to this Substance Testing Article, the employee will, at the expense of the Township, submit to such test; and upon request, the employee will sign an appropriate release form authorizing withdrawal of blood, urine or hair samples and the release of the test result to the Employer.

*Section 22.66* Refusal by an employee to submit to the test under this Article, as ordered, or the refusal to sign a release form, as required, or the failure or refusal to provide either a specimen or urine, blood, or hair sample, as ordered, will constitute a presumption of a positive test result and may result in such employee's discipline. At the time of the taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens will be delivered to separate testing facilities and the third will be sent to a drug testing facility of the Employer's choice. The employee's sample will be tested at the employee's request and expense.

*Section 22.67* The testing facilities chosen will have Liability Insurance to protect the employee from false readings of the specimens being tested. If the results of the two separate tests required by the Township have not been returned within twenty (20) calendar days and the Employee deems it necessary to have his/her specimen tested, the cost of such test will be paid by the Township. No employee will suffer any loss of wages or accumulation of

any type of leave while waiting for the results of any test of physician verification for his/her return to duty if the drug test returns indicate the employee was substance free.

*Section 22.68* If the screening test is positive, a confirmatory test will be conducted. The positive findings of the first confirmatory test may be followed by the Employer desiring that the second sample be tested.

*Section 22.69* In the event the second test confirms the results of the first test, the Employer may proceed with sanctions as set forth in this Article.

*Section 22.610* In the event that the second test contradicts the results of the first test, the Employer may request a third test at a laboratory from the list maintained by the Employer, approved by the Employer and the Union. The results of the test, if positive, will allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee will be given the benefit of the doubt and no sanctions will be imposed.

*Section 22.611* In the event that two tests are positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense. If the test were to come back negative, all of the testing procedures will be investigated and a meeting with the member, Union and the Township will take place in order to decide if another test would benefit the accused. If possible or necessary, another sample may be taken or retesting of the prior samples taken at the joint (50 -50) expense of both the employee and the Employer.

*Section 22.612* A list of three (3) laboratories will be maintained by the Employer. These laboratories will conduct any testing directed by the Employer. The Employer will obtain the approval of the Union as to any laboratories put on this list, which approval will not be unreasonably withheld.

*Section 22.613* After two (2) positive test results are received as set forth above, the Employer may require the employee to participate in any rehabilitation that is covered by the employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants may be immediately imposed or reasonably deferred pending rehabilitation of the employee.

*Section 22.613* Discipline resulting from the positive findings of confirmatory sample testing for beer, wine or intoxicating liquor will be deferred on the first occasion pending rehabilitation of the employee, however, if said use resulted in loss or damage to Township property or liability of the Township to a third party, immediate discipline may be imposed even though the employee is referred to a rehabilitation program. An employee who participates in a rehabilitation program will be allowed to use sick leave, vacation leave, leave of absence and compensatory time for the program for the period of the rehabilitation. Upon successful completion of such program, and upon receiving results from a retest demonstrating

that the employee is substance free, the employee will be returned to his/her former position. Any employee in the above mentioned rehabilitation programs who are placed on medical leave of absence without pay because of a lack of accrued sick leave will retain only such benefits and seniority as is provided under other applicable Articles of this Agreement.

*Section 22.614* If the screening test is positive and the circumstances surrounding the incident are of such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation or if he tests positive during tests within twelve (12) months after his/her return to work from a program, the employee will be subject to discipline for any violation of law or policy that occurs while on duty in conjunction with said substance or alcohol abuts (e.g., DUI, insubordination, etc.)

*Section 22.615* Costs of all drug/alcohol screening tests and confirmatory tests will be borne by the Employer except that any test initiated at the request of the employee or otherwise not mentioned will be at the employee's expense.

*Section 22.616* The Employer may conduct three (3) tests for a period of twelve (12) months from the time of employee's return to work. However, drug/alcohol testing may be required of any employee, at any time, based upon reasonable suspicion or if randomly selected.

*Section 22.617* Only for the purpose of implementing the provisions of this Article, each bargaining unit member who undergoes substance testing will execute a medical release in order for the Employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State of Federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to in this Article will authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written permission of the employee. The provisions of this Agreement will not require the Employer to offer a rehabilitation program to any employee more than once.

*Section 22.618* An employee who refuses to take or does not take a substance test administered pursuant to this Article and is only suspended may not return to duty until he/she has passed a substance test administered under this Article.

*Section 22.619* Any bargaining unit employee who has been ordered to undergo blood, urine or hair testing may, upon request, be accompanied to the testing site by a steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker. The employee's steward or co-worker will be given reasonable time to attend.

*Section 22.620* Results of all tests administered pursuant to this Article will constitute medical information and will not constitute a public record unless

otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit employees.

*Section 22.621* The reading and interpretation of the specimen results will be done by a Medical Review Officer who will be a licensed physician responsible for receiving laboratory results generated by an Employer's substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. This individual will have documented scientific qualifications in analytical testing procedures.

*Section 22.622* The Employer and the certified laboratory will develop and maintain a clear and well-documented procedure for collection, shipment, and accessing of specimens under this Article.

*Section 22.623A* proper chain of custody will be maintained on all specimens taken.

### **Section 22.7: Prescription Drug Use**

*Section 22.71* The Township does not prohibit employee from using prescription drugs, provided:

*Section 22.711* The prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label, and

*Section 22.712* The employee's use of prescription drugs does not affect job performance, threaten the safety, property or reputation of other employees or the Township, or result in a criminal felony or misdemeanor incident while on duty.

*Section 22.72* A supervisor acting on reasonable suspicion will give the employee who is using prescription medication according to the dosage prescribed and for appropriate medical treatment purposes the opportunity to explain the circumstances of obtaining the prescription if prescribed to someone other than the user. If the prescription is lawfully filled and used according to the dosage prescribed and is used for a reasonable medical treatment purpose the explanation will serve as an affirmative defense.

*Section 22.73* The Township reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates this rule.

### **Section 22.8: Off Duty Consumption of Alcohol**

*Section 22.81* Employees will not consume alcoholic beverages within eight (8) hours of reporting for duty. If called in for duty, employee's must notify their supervisor prior to reporting if they have consumed alcohol within the previous eight (8) hours. Any testing conducted pursuant to this Article, will contain procedures that recognize and accommodate the potential that

an employee's results may initially test positive for alcohol, notwithstanding compliance with the eight (8) hour requirement of this Section and will undertake additional inquiry into the basis for the reading.

## ARTICLE 23

### EMPLOYEE BENEFITS

#### Section –23. 1 Longevity Pay

<b>5 – 9 Years</b>	<b>\$200.00</b>
<b>10 – 14 Years</b>	<b>\$300.00</b>
<b>15 – 19 Years</b>	<b>\$400.00</b>
<b>20 – 24 Years</b>	<b>\$500.00</b>
<b>25 – 29 Years</b>	<b>\$600.00</b>
<b>30 + Years</b>	<b>\$700.00</b>

#### Section 23.2 – Employee OP&F Pension Contribution

Section 22.31 The Township will contribute toward the employees OP&F contribution in the following manner:

Section 22.32 In 2013, the Township will contribute 7% of the employee contribution.

Section 22.33 In 2014, the Township will contribute 3.5% of the employee contribution.

Section 22.34 In 2015, the Township will contribute 0% of the employee contribution.

## ARTICLE 24

### HOLIDAYS

#### Section 24.1: Townships Approved Holiday's

*Section 24.11* The eleven (11) approved holidays are as follows:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November

Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

**Section 24.2: Overtime Pay**

*Section 24.21* If an employee works on the holiday the Employer will pay the employee one and a half (1 1/2) times the employee's hourly rate from midnight of the beginning of the holiday shift to midnight at the end of the holiday shift (i.e. shift 1 will be paid from midnight to the end of the shift, and shift 2 will be paid from the beginning of their shift to midnight).

**ARTICLE 25**

**VACATION**

**Section 25.1: Vacation Accrual**

*Section 25.1* Employee's accrue vacation time based on the employment anniversary date with Butler Township. Vacation is accrued starting at the time of employment; however an employee is not eligible to use or be compensated for unused vacation leave accrued until after their initial employment probationary period has been successfully completed.

*Section 25.12* Vacation will be accrued as follows:

<b>Years of Svc.</b>	<b>Total Hours/Year</b>	<b>Amount</b>
<1 Year	56	1 Week
1 Yr - <5 Yrs	112	2 Weeks
5 Yrs - < 14 Yrs	168	3 Weeks
14 Yrs - < 20 Yrs	224	4 Weeks
20 Yrs or More	280	5 Weeks

*Section 25.13* Vacation leave may be accrued up to a maximum of the table above. Vacation leave accrued in excess of the table above must be taken prior to the additional of any additional vacation being accrued. In the event that scheduling requirements of the department prevent an employee from using vacation within an anniversary date said employee may be permitted to carryover said excess vacation to the following year with approval from the Township Administrator. All accumulated amounts in excess of the carryover limit must be used before December 31<sup>st</sup>, or be forfeited. (Example, if your anniversary date is May 31<sup>st</sup> and the employee has one (1) more week to use and was not able to use before that May 31<sup>st</sup> anniversary date, then the employee will be permitted to carryover that week past May 31<sup>st</sup>, but must use it before December 31<sup>st</sup> of that same year.

*Section 25.14* Unused vacation leave shall be paid as termination pay to employees who have provided at least one year's continuous service with Butler Township. Employees who voluntarily terminate their employment with Butler Township must give two (2) weeks notice of such termination to be entitled to be paid for unused accrued vacation leave, unless an emergency circumstance preclude such notice being given. An employee shall be entitled to receive compensation on a one-to-one ratio for unused vacation time that has been accrued up to the effective date of termination.

*Section 25.15* Any employee hired shall accumulate vacation time using prior public service with the State of Ohio or a political subdivision. The employee, within 60 days of his hiring date will submit to the Township Payroll Clerk certification of such employment to receive prior public employment credit.

### **Section 25.2: Vacation Leave**

*Section 25.21* Vacation leave will be taken at such time as the Fire Chief or their designee and employee mutually agree.

*Section 25.22* All vacation requests must be submitted on a Vacation Leave Request form in writing at least seven (7) calendar days before the leave date for approval. Exceptions may be made at the discretion of the Fire Chief or their designee.

*Section 25.23* In the event of an employee's death, any unused accrued vacation leave will be paid to the next of kin, beneficiary, to the state, or as required by law.

*Section 25.24* Employees may use vacation for personal reasons. Vacation may be granted in twelve (12) hour increments unless otherwise approved by the Chief or their designee. Request for vacation shall be made in writing by the employee to the Fire Chief no less than one (1) shift prior to the date of the requested leave, unless waived by the Fire Chief.

*Section 25.25* The employee cannot reserve more hours of vacation than his or her carry-over plus total hours of accumulated vacation at the time the vacation is to commence.

*Section 25.26* With the agreement of both the Employee and Employer equivalent wages can be paid in lieu of taking vacation in excess of eighty (80) hours. If the employee is denied the use of their vacation time before it can be used as described in Section 27.13, then the employee will be allowed to buy back no more than forty (40) hours of their vacation time by the end of the calendar year.

*Section 25.27* Vacation Time Limits: In order to ensure appropriate staffing levels, the Employer has set limits on how many Fire Department Employees may be on vacation at any given time. No more than one (1) bargaining unit

member per shift will be allowed to have vacation leave at the same time, unless extenuating circumstances are approved by the Fire Chief.

## **ARTICLE 26**

### **INSURANCE**

#### **Section 26.1: Health, Dental, & Life Insurance**

*Section 26.11* The Employer will cover employees with substantially the same medical, dental, and life insurance coverage and benefits as non-exempt, non-bargaining-unit employees. The benefits provided in this Agreement will be provided through group coverage selected by the Employer.

*Section 26.12* Employees will not pay more than a five percent (5%) share increase per year, and a maximum share of ten percent (10%) during the period of this Agreement.

*Section 26.13* Each full-time employee who currently carries a plan other than single shall be offered an incentive to lower the cost of the health insurance monthly premium. For example, if an employee currently has a family plan and the spouse has the ability to obtain health insurance through their employer, then the Township will give an incentive for the employee to remove their spouse from the health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive \$150 per month.

*Section 26.14* Each full-time employee who currently carries any plan and the spouse has the ability to obtain health insurance through their employer for the entire family, then the Township will give an incentive for the employee to remove them and their family from the health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive \$250 per month.

## **ARTICLE 27**

### **PROMOTIONS AND TESTING**

*Section 27.11* In accordance with this Article, the Union agrees that the Fire Chief retains all rights and authority to determine job vacancies for Lieutenants, and the methods and procedures for posting and filling those vacancies.

*Section 27.12* Minimum requirements for promotion to the rank of Lieutenant is one (1) year as a full-time firefighter and paramedic with the Butler Township Fire Department. This minimum qualification standard in no way prevents the Fire Chief from filling the position outside the bargaining unit if the test results substantiate no bargaining-unit member is qualified for promotion.

- Section 27.13* Candidates must score at least 70% on the written examination to be eligible to proceed in the process.
- Section 27.14* The administration of the assessment process will be through a reputable organization chosen by the Fire Chief.
- Section 27.15* The Fire Chief will inform the candidates of their written examination score. Candidates, who participate in the assessment process, will be given an opportunity to receive feedback about their assessment performance.
- Section 27.16* Bargaining-unit employees test scores will be posted on the Fire Chief's bulletin board within 30 days of receipt of the test result.
- Section 27.17* If the test results substantiate that no bargaining unit member qualifies for promotion, the Fire Chief may fill the vacancy from outside the bargaining unit.
- Section 27.18* The eligibility list for the rank of Lieutenant will consist of the top scoring candidates, in rank order, which successfully complete the process.
- Section 27.19* The eligibility list will remain in effect for one (1) year with the option of the Fire Chief to extend the list for an additional year.
- Section 27.110* The current promotional list will remain in effect until its expiration. The terms of this Article will not take effect until the expiration of the current promotional list.

## **ARTICLE 28**

### **HOURS OF WORK & OVERTIME**

#### **Section 28.1 - Hours of Work**

- Section 28.11* Bargaining Unit employees shall normally work a fifty-six (56) hours/week, with twenty-four (24) consecutive hours on duty with forty-eight (48) consecutive hours off duty. For the purpose of this Agreement, it is understood that one shift is considered to be twenty-four (24) hours.
- Section 28.12* It is understood and agreed upon by both parties that compensatory time, sick time, bereavement leave, and vacation, is not considered a part of the normal fifty-six (56) hour workweek and will not be counted as time worked.

## **Section 28.2 - Pyramiding**

*Section 28.21* The Union will not construe this Agreement to require the payment of overtime and other premium pay more than once for the same hours worked.

## **Section 28.3 - Overtime**

*Section 28.3* The Employer will calculate overtime in accordance with the Fair Labor Standards Act and its regulations.

## **Section 28.4 - Overtime Procedure**

*Section 28.41* The Employer and the Union agree to the following procedure for the notification and acceptance of overtime. This procedure shall be followed in all instances of overtime being needed, and if followed, makes overtime a non-grievable issue. If the procedure is not followed, an employee may file a grievance on the occurrence in question.

*Section 28.42* The Employer will endeavor to distribute authorized overtime among employees of the collective bargaining unit, in a non-preferential and equal basis. Overtime will be assigned on a rotation basis

*Section 28.43* A member of the collective bargaining unit can only be offered a maximum of twenty-four (24) hours at one time. Example: If there is 72 hours available; the first eligible full-time employee may only take up to 24 hours and not less than 12 hours of the available overtime; then the remaining hours will go the next eligible full-time employee to his minimum or maximum, and so on until all hours have been covered or until after two rounds of available hours have been offered to all eligible full-time employees covered by this Agreement.

*Section 28.44* When a member of the collective bargaining unit accepts more than three (3) hours of overtime, they will be rotated to the bottom of the overtime list. An employee who is at the top of the list, but not eligible to accept the overtime due to being on duty, or on any leave of absence covered by this Agreement, or for personal reasons will remain at the top for the next overtime opportunity.

*Section 28.45* If after the second round of overtime hours have been offered to eligible full-time employees, and hours remain, the Fire Chief may fill those vacancies as he desires. The Union agrees to keep in constant communication with the Employer regarding vacant overtime shifts.

*Section 28.46* It is also agreed upon by both parties that if a part time employee is needed to fill a vacancy, the part time employee will be of the classification of FF/EMT-P or a part time lieutenant.

## **Section 28.5 – Mandatory Overtime**

*Section 28.51* Bargaining-unit members will work at such time or times (including, without limitation, in overtime situations) as directed by the Fire Chief or his designee. Unless otherwise directed, and as a manner of procedure, the Fire Chief or his designee will institute mandatory overtime when the Fire Chief – at his sole discretion – determines that a manpower shortage exists.

## **Section 28.6 Earned Days Off (EDO's)**

*Section 28.61* All employees assigned to a 24/48 hour shift shall take four (4) to five (5) EDO's during the calendar year. Each EDO shall be taken during the employee's twenty-eight (28) day work period where the total number of worked hours would otherwise be at their highest (120 hour pay period within the twenty-eight (28) day cycle).

*Section 28.62* EDO's must be scheduled prior to December 1 for scheduling purposes for the year the EDO's will be used. Only one (1) member of the collective bargaining unit per shift may be off on an EDO unless waived by the Fire Chief. Employees will select their EDO's by seniority. Taking of EDO's shall be mandatory and shall not be carried over from year to year.

*Section 28.63* If a scheduled EDO creates overtime or staffing issues, the Fire Chief may deny or reschedule the planned EDO.

## **ARTICLE 29**

### **UNIFORMS AND EQUIPMENT**

*Section 29.1* The Employer will provide new employees (at no cost to the employee) with uniforms and equipment according to the Fire Chief's policy regarding the required uniform and equipment items.

*Section 29.2* The Employer, at no cost to the employee, must replace uniforms that are damaged or destroyed while the employee is performing their job duties. When an employee brings to the attention of the Supervisor that their uniform needs replaced, the uniform will be ordered/replaced as soon as possible. Cleaning of duty uniforms is the sole responsibility of the employee.

*Section 29.3* Bargaining-unit employees must maintain Fire Department uniforms and equipment according to the standards developed and published by the Fire Chief. The Fire Chief has the sole discretion to develop standards regarding uniforms and equipment.

*Section 29.4* Upon the termination of employment bargaining-unit employee's for any reason, the employee will return to the Fire Chief all equipment items in good condition. The Union agrees that if an employee does not return the

equipment in good condition minus normal wear and tear that it will, within 30 days of the termination of the employee, reimburse the Employer for the cost of the unreturned equipment items.

*Section 29.5* After the first year of employment, the Employer will make available to the employee's a -uniform allowance of \$200.00 per employee per year. The Employer will make the allowance available to each employee from January 1 to December 31 each year of this Agreement. The employee will not carryover unused portions of the allowance from one year to the next. And the Fire Chief or his designee will have the sole discretion to approve the items purchased with the discretionary uniform allowance.

## ARTICLE 30

### WAGES

#### **Section 30.1: Wages 2013 –**

*Section 30.11* **January 1, 2013 FF/P at a 6.5% Annual Increase for those employees hired before January 1, 2011:**

<u>Step 1</u>	<u>\$21.23</u>
<u>Step 2</u>	<u>\$22.09</u>
<u>Step 3</u>	<u>\$22.52</u>
<u>Step 4</u>	<u>\$22.96</u>
<u>Step 5</u>	<u>\$23.89</u>

*Section 30.12* **January 1, 2013 FF/P at a 6.5% Annual Increase for those employees hired after January 1, 2011:**

Start	\$15.50
1st Year	\$16.64
2nd Year	17.79
3rd Year	18.94
4th Year	\$20.08
5th Year	\$21.23

#### **Section 30.2: Wages 2014**

*Section 30.21* **January 1, 2014 FF/P at a 3.75% Annual Increase for those employees hired before January 1, 2011:**

<u>Step 1</u>	<u>\$22.03</u>
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<u>Step 2</u>	<u>\$22.92</u>
<u>Step 3</u>	<u>\$23.36</u>
<u>Step 4</u>	<u>\$23.82</u>
<u>Step 5</u>	<u>\$24.79</u>

**Section 30.22 January 1, 2014 FF/P at a 3.75% Annual Increase for those employees hired after January 1, 2011:**

Start	\$16.08
1st Year	\$17.26
2nd Year	\$18.46
3rd Year	\$19.65
4th Year	\$20.83
5th Year	\$22.03

**Section 30.3: Wages 2015**

**Section 30.31 January 1, 2015 FF/P at a 4.25% Annual Increase for those employees hired before January 1, 2011:**

<u>Step 1</u>	<u>\$22.97</u>
<u>Step 2</u>	<u>\$23.89</u>
<u>Step 3</u>	<u>\$24.35</u>
<u>Step 4</u>	<u>\$24.83</u>
<u>Step 5</u>	<u>\$25.84</u>

**Section 30.32 January 1, 2015 FF/P at a 4.25% Annual Increase for those employees hired after January 1, 2011:**

Start	\$16.76
1st Year	\$17.99
2nd Year	\$19.24
3rd Year	\$20.49
4th Year	\$21.72
5th Year	\$22.97

#### **Section 30.4: Lieutenants Premium Pay**

*Section 30.41* Shift Lieutenants will continue to receive annual premium pay of \$1,900 payable in a one-time lump sum separate check the last payroll in November.

#### **Section 30.5: Lateral Entry**

*Section 30.51* The Fire Chief may recommend to the Administrator that a new employee be appointed to a vacant position within the department above the entry level. A new employee starting above the entry level position will be expected to have the same knowledge and skill level of an employee at that pay grade and seniority. In filling a vacant position above the entry level, the Fire Chief shall document their recommendation to the Administrator. An employee starting at a rate above entry level shall serve a six (6) month probationary period and during the probationary period, be paid at a rate that is ten percent (10%) below the level recommended by the Fire Chief. The employee will complete an additional six (6) month probationary period at the rate recommended by the Fire Chief. The employee's probationary period shall not exceed twelve (12) months.

### **ARTICLE 31**

#### **LEAP YEAR SHIFT ROTATION**

*Section 31.11* Each leap year the Employer shall schedule each of the three (3) shifts an eight (8) hour cycle to work on the 29<sup>th</sup> of February to more equally distribute the working of holidays for the employee.

*Section 31.12* Any employee working more than their assigned eight (8) hour shift that day shall receive overtime for said hours.

*Section 31.13* Any employee using vacation leave or sick leave during their assigned eight (8) hour shift shall have those hours deducted from their accrued balances as normal and according to this Agreement.

*Section 31.14* Any employee who exceeds the maximum number of hours worked in the month as allowed by the Fair Labor Standards Act (FLSA) will be compensated as normal for all hours over 212 at normal FLSA pay rate.

*Section 31.15* The extra eight (8) hour shift that an employee is assigned for Leap Year shall not cause the employer to adjust the hourly rate or annual salary of the employee.

## ARTICLE 32

### EDUCATION AND TRAINING

*Section 33.11* The Employer must provide on-going training for the employees and will allow members to attend training on their duty shift. The Employer agrees to pay for the cost of the required training.

*Section 33.12* If the employee is unable to attend mandatory scheduled department trainings (Advanced Life Support "ALS" and Paramedic Refresher) while on duty, the employee will be entitled to receive pay for the training while attending on a day off duty.

*Section 33.13* The Employer will continue to post in a conspicuous place in all manned fire stations information pertaining to seminars, classes, and training sessions that are held within the fire department and appropriate training opportunities outside the fire department.

*Section 33.14* Employees who wish to attend approved specialized (elective of the bargaining-unit members) training must provide the Fire Chief with the dates, times, location, and a list of any needed equipment to attend such trainings. The Fire Chief of designee is the approval authority. Employees attending any approved specialized training on their duty day will be compensated as though they worked their assigned shift. Members attending such training on an off day will not be compensated for their time.

*Section 33.15* Employees will participate in the Township Tuition Reimbursement Program in accordance with the Township Policy regarding the same.

## ARTICLE 33

### COURT TIME

*Section 33.11* Employees will be paid on a per hour basis for duty related court appearances on the employee's scheduled day off.

*Section 33.12* The Employer will compensate employees for court appearances according to its standard compensation system. For example, if the employee is on overtime while appearing in court, the employee will receive overtime pay. The employee must contact the court twenty-four (24) hours in advance to ensure that the employee is still needed for the case. If the employee is not needed, no court-appearance compensation is due. If the employee is needed, the employee will receive a minimum of two (2) hours pay.

*Section 33.13* Employee's on duty will be relieved from duty while attending the court appearance. Employees must contact the court one (1) hour before the subpoena time to ensure that he is still needed for the case.

*Section 33.14* In all court time appearances, the employee must document on the subpoena the date and time they contacted the court, which they spoke with, the status of court case at the time of the contact, and a time stamp upon arriving and leaving the court.

*Section 33.15* Whenever it is necessary for an employee to appear before a court on matters pertaining to or arising from Fire Department business, or appear in response to a court issued subpoena, the employee must submit a copy of the subpoena to his supervisor for approval.

*Section 33.16* The Employer will not be obligated to pay for an employee's mileage when traveling to and from a court appearance within Montgomery County while using his own vehicle. The Employer will provide a Township vehicle to the employee for court appearances within Montgomery County and outside of Montgomery County. The Employer will reimburse employees for parking when necessary.

*Section 33.17* The Employer will find coverage for an employee who is absent due to court.

*Section 33.18* This section supersedes all other Employer policies regarding court time or court leave.

## **ARTICLE 34**

### **LEAVES OF ABSENCE**

#### **Section 34.1: Sick Leave**

*Section 34.11* Employees failing to comply with sick leave provisions of this Article will not be paid for sick leave. Application for sick leave with intent to defraud, falsification of sick leave request, and falsification of a physician's certificate will result in disciplinary action.

*Section 34.12* Employees may use sick leave, for absence due to personal illness, injury, pregnancy, exposure to contagious disease that could be communicated to other employees, exposure to hazardous materials, and for illness or injury of immediate family members of the employees household if the employee's presence is necessary, or death in the employee's immediate family, medical or dental appointments (not to exceed four (4) hours) unless accompanied by a written explanation from the physician or dentist indicating that treatment rendered required a longer recovery time by the employee.

*Section 34.13* Immediate family, for the purpose of this Section, is defined as spouse, child, step-child, grandchild, parent, step-parent, guardian, grandparent, , brother, sister, parents or step-parents of spouse, brother or sister in law,

and grandparents or ex-spouse. Relatives and family members not specifically listed in this section are not considered immediate family.

*Section 34.14* When the use of sick time becomes necessary, the employee or some member of the employee's immediate family must notify the on duty supervisor of the current shift by telephone not later than thirty (30) minutes before the normal starting time of their shift, unless emergency conditions exist making such reporting impossible. The employee or some member of the employee's immediate family must contact the Fire Chief or the Assistant Fire Chief or the Duty Captain by telephone.

*Section 34.15* If the employee or some member of the employee's immediate family cannot make contact with anyone at the Fire Department, they must contact the Communication Center and request that the on duty supervisor contact them to report their absence. Unless notification is given, no sick time will be approved, except in unusual cases and then only after the approval of the Chief.

#### **Section 34.2: Sick Time Accrual**

*Section 34.21* Employees accrue sick leave from the first day of employment and may use sick leave when necessary any time during the period of employment. Employees do not earn sick leave during periods that they are in a nonpay status.

*Section 34.22* Employees will accrue sick leave at the rate of 6.46 hours per pay period. Employees are entitled to accumulate up to two thousand eight hundred sixteen (2,816) hours of unused sick leave.

*Section 34.23* Employees eligible to receive retirement benefits with at least 10 years of service at the time of separation and in good standing with the township, and the estate of employees who die while employed full-time with the Fire Department will receive cash payment for accumulated unused sick leave not to exceed one thousand six hundred (1,600) hours for 24/48 tour of duty employees at a rate of one (1) hour's pay for every two (2) hour's accumulated sick leave. Any accumulated sick leave in excess of the limits as defined and limited herein for payout upon separation for retirement or a disability shall be considered forfeit.

*Section 34.24* Hours used for sick leave will be on a basis of "last earned - first used."

*Section 34.25* Employees who remain absent on sick leave beyond the number of accrued hours will have their continued absence charged first to compensatory time and then to vacation time.

*Section 34.26* Employees must provide a physician's statement for sick leave absences more than two (2) workdays. Sick leave certified under FMLA or Bereavement Leave will not count toward an occurrence.

*Section 34.27* Sick Leave Abuse. The Employer grants sick leave in order to prevent undue hardship to the Employee. Employee's must not consider or use sick leave as personal or vacation days. Sick leave may be used only for the purposes outlined in this Article.

*Section 34.271* Any abuse of sick leave or noticeable patterns of use, in violation of this Agreement will be sufficient cause for discipline up to and including termination.

*Section 34.28* Conditions for Payment of Sick Leave. To be paid sick leave, an employee must meet the following conditions:

*Section 34.281* The employee must be absent for one of the reasons defined in this Article. The Township may require a doctor's certificate to establish the employee's eligibility for sick leave as required in Section 36.26 above.

*Section 34.282* The request for leave must be approved by the employee's Department Head on a Leave Request Form.

*Section 34.29* Full-time employee who are entitled to accrue sick leave may give a portion of their accrued sick leave to another full-time employee of the employer who is also eligible to accrue sick leave. Following are conditions necessary for such a transfer to be approved:

*Section 34.291* The Township Administrator must approve the transfer.

*Section 34.292* The employee receiving the sick leave must be off duty, have expended all accrued leave and must have a prognosis and stated intent to return to work after recovery from the illness or injury.

*Section 34.293* The employee donating the leave must have a balance of more than 240 hours of accrued sick leave after the transfer and may not donate more than 72 hours to any one employee.

### **Section 34.3: Injury Leave**

*Section 34.31* Employees who are injured, as a direct result of performing duties for the Township, in the scope of their employment, will qualify for injury leave.

*Section 34.32* The Employer may place an employee who qualifies for injury leave on Wage Continuation or Worker's Compensation. Wage continuation will be at the employee's full rate of pay and normal amount of hours. The Employer will review every thirty (30) days the employee's status. The Employer must approve the employee to remain on Wage Continuation.

*Section 34.33* The Employer will not be liable for the injury of an employee resulting or arising from outside employment, and off duty injuries. Wage Continuation may not be used under these conditions.

*Section 34.34* The Employer reserves the right to withhold benefit payments or take disciplinary action, up to and including termination, against any employee who is guilty of submitting a false claim for benefits covered under this Article or for working for another employer while on Wage Continuation when physically capable of performing his duties at the Fire Department.

*Section 34.35* **Mandatory Sick Leave Re-banking** - Butler Township will require the employee to sign a separate and mandatory *Sick Leave Re-banking Agreement* requiring the employee to buy back and re-bank his accumulated sick leave days with the Township. Upon receipt of the first Workers Compensation benefit check, the employee will assign the check to Butler Township to buy back and re-bank the accumulated sick leave days used pursuant to this section. This provision is mandatory and no employee is allowed to use further accumulated sick leave days without re-banking them upon receipt of the first benefits check.

*Section 34.36* If the Employer has reasonable cause to believe that an employee is physically able to return to work, it may require the employee to submit to an examination to determine his physical capacity to return to work. The Employer will pay the cost of the examination. The employee will advise the Employer monthly of his physical condition if off on Injury Leave. Disputes will be resolved in accordance with the grievance procedure.

*Section 34.37* Should an employee anticipate being on injury leave for a period of time in excess of three (3) months that can be shorter during periods of heavy departmental workload, the Employer and the Union representative will meet to review manpower, scheduling and budgetary requirements and determine whether the hiring of additional temporary personnel are warranted. The Township Administrator will have the final decision on hiring.

*Section 34.38* Upon request, an employee on injury leave will provide a Progress Report form his physician to the Employer at intervals of no less than thirty (30) days.

#### **Section 34.4: Modified Duty**

*Section 34.41* Should an employee's physician permit them to return to work from sick or injury leave on a restrictive basis and work is available in the Fire Department, the Employer may assign the employee to duties consistent with their capabilities for a period of thirty (30) days. The Employer will have the discretion to extend the time period.

*Section 34.42* Modified duty and payment received therefore will be in lieu of lost earnings that could be received under Workers Compensation benefits but will not be deemed to restrict in any manner the employee's entitlement to coverage for medical expenses, nor prohibit the employee's entitlement to pursue future claims arising from injury or illness.

### **Section 34.5: Fitness for Duty**

*Section 34.51* If the Employer has reasonable cause to believe that an employee is mentally or physically unable to perform their required duties, the Employer may require the employee to take an examination to determine their mental or physical capacity to perform the required duties in accordance with the Ohio Police and Fire Pension Fund standards. The Employer will schedule the examination, at the earliest available date and time. The Employer will pay for the examination.

*Section 34.52* If the examination determines that the employee is unable to perform his required duties or his condition jeopardizes theirs or others health and safety, the Employer may place the employee on sick leave.

*Section 34.53* If the employee disagrees with the results of the mental or physical examination, they may, at their own expense, obtain an opinion from their own personal physician. If the results of the examination and/or opinion differ, the respective physician will select a third physician who will examine the employee and render the final decision that will be binding on the Employer and employee. The Employer and Employee will split the cost for the third examination.

### **Section 34.6: Bereavement Leave**

*Section 34.61* Employer shall grant an employee who suffers a death in their family paid leave.

*Section 34.62* The Employer will grant Bereavement Leave not to exceed two shift (48 hours) for the funeral of a member of an employee's immediate family with approval from the Fire Chief. Bereavement Leave, although deducted from sick leave, will be logged as Bereavement Leave and will not be used for the purpose of an employee performance evaluation. Additional time may be granted by the Fire Chief for the purpose of travel for the funeral of those relatives listed in Section 36.63 if the funeral for those relatives that are out of state or for other reasons deemed appropriate by the Fire Chief. Said time shall not be considered time worked.

*Section 34.63* Immediate family, for the purpose of this Section, is defined as spouse, child, step-child, grandchild, parent, step-parent, guardian, grandparent, , brother, sister, parents or step-parents of spouse, brother or sister in law, and grandparents and ex-spouse. Relatives and family members not specifically listed in this section are not considered immediate family.

*Section 34.64* The Employer will not grant Bereavement Leave for time the employee is in an unpaid leave status, (unpaid leave status is interpreted as being military leave, disciplinary suspension, or voluntary unpaid leave of absence).

*Section 34.65* When the use of Bereavement Leave becomes necessary, the employee or some member of the employee's immediate family must notify the on duty

supervisor by telephone not later than thirty (30) minutes before the normal starting time of the watch, unless emergency conditions exist making such reporting impossible.

*Section 34.66* If the employee or some member of the employee's immediate family cannot make contact with anyone at the Fire Department, they must contact the Communications Center and request that the on duty supervisor contact them to report their absence. Unless notification is given, no Bereavement Leave will be approved, except in unusual cases and then only after the approval of the Fire Chief.

#### **Section 34.7: Military Leave**

*Section 34.71* An employee who enters military service and has re-employment rights under applicable Federal Laws and Regulations will be considered on military leave of absence and will retain and continue to accrue seniority during their leave of absence.

#### **Section 34.8: Pregnancy Notification and Maternity Leave**

*Section 34.81* The employee will notify her immediate supervisor of her pregnancy as soon as she knows she is pregnant and furnish written confirmation from her physician indicating anticipated date of birth.

*Section 34.82* The employee will be permitted and expected to work as long as she is able to perform the regular duties of her position with the written approval of her physician.

*Section 34.83* If the Employer determines that the employee is no longer able to perform her regular duties of the position or other duties that the Employer needs or desires to have her perform, the Employer will request the employee obtain a physician's statement concerning her ability to perform the duties of her position and request that the physician declare a specific date for the employee to begin her leave.

*Section 34.84* If light duty is available, the employee will be placed on light duty for the remainder of her pregnancy and work a normal forty (40) hour week at a converted rate from their normal work week of fifty (53) or fifty-four (54) hours.

*Section 34.84* During her maternity leave of absence, the employee will continue to accrue service credit towards her pension benefits and other benefits that are based on length of service provided the employee remains in active pay status and returns to work at the end of the maternity leave.

*Section 34.85* Upon completion of a maternity leave of absence, the employee will be returned to the classification that she formerly held, provided she has complied with all the terms of this Section and provides a physician's release to full duty.

*Section 34.86* The starting date of the maternity leave of absence will be provided to the Employer no later than thirty (30) days before the commencement of such leave, except in emergency situations. The employee will be reinstated with full seniority provided the employee has contacted the Employer within thirty (30) days after delivery and indicates the date she desires to return to work and that the employee returns to work no more than twelve (12) weeks after delivery per the FMLA leave requirements.

**Section 34.9: Jury Duty**

*Section 34.91* Employees will be paid at their regular rate of pay for on-duty time spent in Jury Duty, provided the Employee pays all compensation received from a court for jury service to the Township. The Employer will release the Employee from duty for jury service.

**ARTICLE 35**

**SEVERABILITY**

*Section 35.11* If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, the remainder of this Agreement and all other provisions in this Agreement will not be affected thereby.

*Section 35.12* Where this Agreement is silent, the provisions of applicable law, Township Policy, and Fire Department Rules, Regulations, and SOP's will prevail.

**ARTICLE 36**

**HEALTH**

*Section 36.11* The Employer will provide each employee with Influenza immunization and TB testing yearly at the expense of the Employer.

*Section 36.12* The Township will pay for cardiac stress test every other year for employees who are over the age of forty years old, provided that the employee requests the test and the employee's Township medical insurance does not cover the cost.

*Section 36.13* The Employer agrees to conduct water testing for all manned fire stations that are operating on a well system.

**ARTICLE 37**

**DURATION**

*Section 37.11* This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect through midnight December 31, 2015.

*Section 37.12* If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

In **WITNESS** thereof, the parties to this Agreement have set their hands this 10<sup>th</sup> Day of December, 2012.

BUTLER TOWNSHIP BOARD OF TRUSTEES AUTHORIZED THE TOWNSHIP ADMINISTER AND THE FIRE CHIEF TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE BUTLER TOWNSHIP PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 4491 UNDER RESOLUTION NUMBER 12-120.

  
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Ms. Kimberly A. Lapensee  
TOWNSHIP ADMINISTRATOR

**MANAGEMENT TEAM:**

**IAFF LOCAL 4491**

  
\_\_\_\_\_  
Ms. Kimberly A. Lapensee  
Township Administrator

  
\_\_\_\_\_  
Mr. Richard Nihizer  
Union President

  
\_\_\_\_\_  
Daniel Alig  
Chief of Fire

  
\_\_\_\_\_  
Mr. Reed Rohr  
Union Vice President

  
\_\_\_\_\_  
Ms. Angela Rice  
Union Representative