



## ARTICLE 1 PURPOSE

- 1.01 This Agreement is entered into by and between the Township of Margareta, hereinafter referred to as the "Employer" and/or "Township", and Local 4469, International Association of Firefighters, hereinafter referred to as the "Union". It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours, and other conditions of employment.

## ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes Margareta Township Professional Firefighters, Local 4469 International Association of Firefighters AFL-CIO, as the sole and exclusive Bargaining Agent for the Fulltime Employees of the Township of Margareta, Fire Division, Castalia, Ohio, with the exception of the Fire Chief, Asst. Chief and part-time Employees, as determined by the State Employment Relations Board under SERB # 05-REP-10-0147.
- 2.02 Union shall have sole authority on behalf of all Employees in the bargaining unit to bargain with respect to all matters relating to wages, hours and other terms and conditions of employment.
- 2.03 The Township and the Union agree to enter in good faith negotiations in all matters as required by law. Both parties agree the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Township to represent the Union. The names of the Employees so selected who may represent the Union shall be certified in writing to the Trustee Chairman.
- 2.04. The Employees covered under this agreement presently include:  
All Full time FireFighters EMT  
Full Time FireFighters Paramedics  
Full Time Lieutenant EMT/Paramedic  
Full Time Captain/ Paramedic  
**EXCLUDED**  
Fire Chief  
Assistant Fire Chief  
All other non-included Township Positions

## ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes that except as otherwise expressly limited in the Agreement, the Township has the sole and exclusive right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the Township and its sole and exclusive discretion and judgment, to:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  2. Direct, supervise, evaluate, or hire employees;
  3. Maintain and improve the efficiency and effectiveness of governmental operations;
  4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
10. Take actions to carry out the mission of the public employer as a governmental unit.

#### ARTICLE 4 NO STRIKE/NO LOCKOUT

- 4.01 The Union, its members and Employees, shall not call, sanction, encourage, finance and/or assist in any strike, walk-out, work stoppage or slow-down at any operation or operations of the Township for the duration of this Agreement.
- 4.02 The Union, its members and Employees, shall cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of 4.01 committed by its members or Employees. In the event a violation occurs, the Union shall promptly notify all members and Employees that such action is prohibited and advise all members to return to work at once.
- 4.03 The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of IAFF Local 4469, unless those members have violated 4.01 of this Article.
- 4.04 In the event the Ohio Revised Code Chapter 4117 is amended, this article shall be renegotiated within sixty (60) calendar days to the satisfaction of both parties, pursuant to the collective bargaining laws.

#### **ARTICLE 5 DISCRIMINATION**

- 5.01 The parties to this agreement shall not discriminate for or against any Employee on the basis of membership or position in the Union and both the Employer and Union agree to conform to all Federal and/or State Equal Employment laws.
- 5.02 The Employer and the Union agree there will be no discrimination by the Employer or the Union against any employee because of the Employee's lawful activities and/or support of the Union or because the Employee does not support the Union or participate in Union activities. It is further understood that no employee shall be forced to participate or disciplinary action taken against, any member who chooses not to be a member of the Margaretta Township Firefighters Association. Participation of said organization is strictly voluntary, yet all members are encouraged to participate.
- 5.03 The use of the male or female gender of nouns or pronouns is not intended to describe any specific Employee or group of Employees but is intended to refer to all Employees in the job classifications, regardless of sex.

#### **ARTICLE 6 STEWARDS/REPRESENTATIVES/BARGAINING TEAM**

- 6.01 The President of Local 4469 and/or his/her designee may be allowed time off with pay to perform Union business as long as, at the time the request is made, sufficient manning can be sustained at two personnel for the date requested as defined hereunder for the following:
  1. Representation of a Union member at any step of the grievance process, conference or inquiries if the Union member is on duty.
  2. Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of Local 4469 or his/her designee deems necessary to attend

3. The President or his/her designee shall perform such IAFF business with proper regard for the operational needs of the Employer not to exceed 80 hours per calendar year.
  4. Duty time spent in IAFF business shall be compensated at the applicable straight time rate of pay and there shall be no overtime compensation for the time spent on IAFF business which extends beyond the employee's regularly scheduled work day, or work week.
  5. The Union will give written notice of the Local 4469 officers and stewards to the Employer on an annual basis or as needed to update the Employer's files.
- 6.02** Up to two (2) members of Local 4469, per shift, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer.
- 6.03** It is hereby agreed that for the purpose of conducting Union business, Station #1 upstairs may be used for Union meetings, but such use shall not interfere with the rights to the use of the station by other members of the Division or those who have previously scheduled the same during the time meetings are being conducted. It is understood that said meetings shall be conducted in a businesslike and professional manner, and departmental operations shall take precedence.
- 6.04** Whenever a firefighter, who is a sworn member of a fire department in Erie County, Ohio is killed in the line of duty, up to 2 (two) on duty members of the Union shall be given time off with pay to attend the funeral.

#### **ARTICLE 7 UNION SECURITY**

- 7.01** All full-time Fire Division Employees shall have the right to become or refuse to become members of the Union and to participate in its activities.
- 7.02.** For all members of the bargaining unit who become dues-paying members of the Union, and upon presentation of a written deduction authorization from a member, the Administration shall deduct dues from the compensation of such member, as a condition of continued employment, on or after sixty (60) days following the probationary period or the effective date of this Agreement, whichever is later. The Employees in the Bargaining Unit who are not members shall pay to the Union a fair share fee not to exceed dues paid by members of the Bargaining Unit in accordance with the provisions of the Ohio Revised Code 4117.09(c). An amount shall be deducted from the wages of all such non-member on the same basis as the deductions made for dues from members of the Union. Nothing in this section shall be construed to require any Employee to become a member of the Union, and the internal rebate procedure, as defined by federal and/or state law, shall provide a rebate for fair share contributors of expenditures in support of partisan political or ideological causes not germane to the work of Employee organizations in the real of collective bargaining. The Union agrees to save the Township of Margarettta, Erie County, Ohio, harmless in the event of any legal controversy with regard to the application of this section. All dues and fair share fees collected shall be remitted once each pay period by the Administration to the Union Treasurer, or its designee, who shall forward the fees to the Union. The Union agrees to establish a fair share fee rebate procedure which meets the requirements of Chicago Teachers Union v. Hudson, U.S. Supreme Court, Case Number 84-1503, decided March 4, 1986.
- 7.03** The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in writing.
- 7.04** The Union may amend the Fair Share Fee by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the Thirtieth (30) calendar day after their actual receipt by the Employer.
- 7.05** Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal; that provision, along, shall be void. Invalidation

of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within Fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

- 7.06** This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.
- 7.07** The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 7.08** This Article constitutes the entire agreement between the Union and the Employer with regard to fair-share fees. All other agreements are hereby rendered void. No portion of this Article may be amended except by written signed agreement of the parties.

### **ARTICLE 8 PREVAILING RIGHTS**

- 8.01** The Township agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement, and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the Township from exercising those management rights as set forth in Article 3 of this agreement.
- 8.02** All present, household conveniences, per Section 21.01, presently provided by the Management shall be maintained.
- 8.03** The Union and Employer agrees that this Article does not apply to economic matters.

### **ARTICLE 9 PRINTING AND SUPPLYING OF AGREEMENT**

- 9.01.** The Employer agrees to bear the costs of printing this Agreement.
- 9.02** Within thirty (30) calendar days of the execution of this Agreement, a copy shall be furnished to each bargaining unit Employee.

### **ARTICLE 10 LABOR / MANAGEMENT MEETING**

- 10.01** In the interest of sound labor/management relations, upon request by either Party, at an agreeable date and time, the Chief and/or his designee and the Trustee Chairman and/or his designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. This section is exclusive of operational Department meetings.
- 10.02** An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:
1. Discuss the administration of this Agreement;
  2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
  3. Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
  4. Disseminate general information of interest to the parties;

5. Discuss ways to increase productivity and improve efficiency;
6. To consider and discuss health and safety matters relating to Employees.

The Parties understand and agree that Labor Management Meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. However, the Parties may agree from time to time to sign items mutually agreeable, which resolved disputes.

- 10.03** It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

#### **ARTICLE 11 BULLETIN BOARDS**

- 11.01** The Employer agrees to provide bulletin board space in an agreed upon area of each manned station for use by the Union. Such space will be clearly marked "IAFF Local 4469."

- 11.02** All notices which appear on the bulletin board(s) shall be posted and removed by the appropriate Union officials or designees during times not to interfere with daily operations and shall be related to items of interest to the members. Union notices relating to the following matters may be posted:

1. Newspaper and magazine articles.
2. Union members' personal notices other than personal business.
3. Union recreational and social notices.
4. Notices of Union meetings.
5. Notices of Union elections.
6. Results of Union elections.
7. Union appointments.
8. Rulings, policies, reports of committees and officers of the IAFF, OAPFF, and Local 4469 and the AFL-CIO.
9. Reports of non-political standing committees and independent non-political arms of the Union.
10. General business notices of the Union.
11. Comments, as determined by the Union body, regarding a candidate and/or political issue excluding Margareta Township officials.

- 11.03.** All other notices of any kind not covered in the above listing must receive prior approval of the Fire Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin board(s) at any time which contains the following:

- Personal attacks upon any other Employee
- Scandalous, scurrilous, or derogatory attacks upon the administration or Township officials.
- Attacks on any other Employee organization.
- Articles of discriminatory nature.

- 11.04.** The Employer shall be permitted to remove any posted material not in conformance with the provisions of this article. The Employer shall immediately notify the Union when materials are removed and the subject material shall be returned to the Union immediately.

#### **ARTICLE 12 PROBATIONARY PERIOD**

- 12.01** Probationary period and the retention or reduction or removal of probationary Employees shall be governed by Margareta Township. This matter shall not be subject to the grievance procedure contained herein.

## ARTICLE 13 MINIMUM QUALIFICATIONS

- 13.01** This Article does not prohibit the Employer from taking appropriate measures against an Employee in the bargaining unit who does not in good faith successfully complete training and/or course work required of Employees, or from taking appropriate measures against an Employee for failing to perform or being able to do the duties of his classification.

## ARTICLE 15 HOURS OF WORK/FILLING OF VACANCIES

- 15.01** Each shift shall be staffed with a minimum of one (1) Firefighter/Paramedic & one (1) Firefighter/EMT. The division shall work under the FLSA 7(k) exemption and have a work period of twenty-eight (28) days. These positions may be within the Unit or outside the Unit. This type of shift is also known as the California Shift: on, off, on, off, on, off, off, off, off. Personnel's base salaries are for all regularly scheduled hours worked during the work period. The standard twenty-four (24) hour workday for shift personnel of the Division is 0700 hours on one day to 0700 hours off the following day.
- 15.02** Any Firefighter who has responded to a call back, and was up the previous night before their duty day shall be entitled to R&R after confirming that all vehicles are in service, and morning duties have been completed. The length of the R&R shall be as long as needed to revitalize the firefighter on duty. The employee will still be required to perform eight [8] hours of duties during that twenty four [24] hour period.
- 15.03** The employee will still be required to perform eight [8] hours of duty during the 24 hour period. Disputes in this section shall be resolved in a labor management meeting.

## ARTICLE 16 OVERTIME PAY

- 16.01** All hours worked in excess of regularly scheduled shifts shall be at the call-in overtime rate. (Call-in overtime pay rate is 150% of hourly rate figured on a fifty-six [56] hour work week. With the exception of emergency situations, overtime will be offered in accordance with the procedure now in effect. Overtime hours shall be taken as pay.
- 16.02** Whenever it is necessary to staff a position which is vacant by any reason such as sickness, emergency leave, or other scheduled absences such position will be filled using a part-time Firefighter/EMT or management employee. With the exception if staffing falls below the minimum staffing requirements of one (1) Firefighter/Paramedic, then overtime shall be offered to members of the bargaining unit utilizing the overtime list in order to fulfill the minimum manning requirements.
- 16.03.** Rotating overtime list and scheduling shall be maintained by the Administrative Officer or his designee.
- 16.04** Provided the Township follows the order of the list prepared by Employer in calling overtime personnel, no grievance may be filed by any member concerning overtime.
- 16.05** Members of the bargaining unit will not be required to maintain the eighteen percent (18%) call back overtime status.
- 16.06** The Employer shall compensate members of the bargaining unit for Paramedic Refresher and A.C.L.S. bi-annual training when conducted at Margareta Fire Department Such compensation shall be at the overtime rate.

## ARTICLE 17 Drill Pay

- 17.01** The Employer shall compensate members of the bargaining unit for up to **Twelve (12)** drills per year to be paid at the straight time rate.

## ARTICLE 18 SICK LEAVE

- 18.01** A fifty-six (56) hr. member shall be entitled to seven (7) hrs. sick leave per pay period, A member may use sick leave, upon notification to the OIC on duty for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. The member shall give at least 2 hrs. notification to the Employer whenever possible, so adequate coverage can be found. The responsible Division Head may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties (see section 6).
- 18.02** After three (3) consecutive sick work days, the Chief or his designee may request written confirmation from a physician of the nature of the member's illness. The Physician slip will be required before beginning the shift upon return from sick leave.
- 18.03** As of January 1<sup>st</sup>, 2006, a member who retires from service with the Township may request and shall be paid an amount equal to one (1) day's compensation, at his current salary, for every one (1) day sick leave accumulated as of the date of the retirement but not to exceed three hundred [300] hours based upon ¼ of the accrued sick leave at the time of retirement..
- 18.04** As of January 1<sup>st</sup>, 2010, If a member shall die while still employed as a firefighter or officer, the Township shall pay to his named survivor the member's accumulated but unused sick time equal to (1) day's compensation, at his current salary, for every (1) day sick leave accumulated as of the date of death but not to exceed three hundred (300) hours based on ¼ of accrued sick leave at the date of death.
- 18.05** Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for termination of employment.
- 18.06** 24 hour fire fighters sick leave accumulation capped at 2,912 hours.

## ARTICLE 19 WORK RULES

- 19.01** The Union recognizes that the Employer or his designee(s), in order to carry out its required mandates and goals, as established by the Township of Margareta has the right to declare reasonable work rules, policies, and directives consistent with the statutory authority to regulate the Employees on-duty conduct and the conduct of the Employer's services and programs.
- 19.02** It is the Employer's intentions that work rules, policies, and directives shall be interpreted and applied uniformly to all Employees under similar circumstances.
- 19.03** It is agreed that, where the Employer has determined that written work rules are necessary, the Employer will make them available to the Employees. Employees will be notified in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum. Copies of newly established written work rules, or amendments to existing written work rules, will be furnished to and discussed with, representatives of the Union, upon the Union's request.
- 19.04** This Article shall not be interpreted in any manner to relieve an Employee of his/her responsibilities to follow established rules and procedures of good work related conduct, whether or not such rules and procedures have been reduced to writing.
- 19.05** A copy of Fire Division work rules, policies, and directives shall be maintained and kept current and shall be available for inspection.

- 19.06** The Employee shall have the right to grieve any work rule(s), policies, procedures, or directives that they feel are not consistent with the terms of this Agreement.

## **ARTICLE 20 CONTRACTING OUT**

- 20.01** The Employer shall not during the life of this Agreement, contract out work that results in the layoff or reduction of regular hours of any Employee in the bargaining unit. The Parties understand and agree that due to the small workforce, the Employer retains the right to supplement the Department with part time employees and management employees to cover the necessary functions of the Department and provide for the safety of employees and the public. This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by Employees in the bargaining unit.
- 20.02** Grievances over whether the contracting out violated this provision of the Agreement shall be filed with the Township Fiscal Officer, at the Board level of the grievance procedure.

## **ARTICLE 21 FACILITY STANDARDS**

- 21.01** During the life of this agreement the Employer will continue to provide Employees with such sleeping quarters, lounge facilities with adequate furniture, kitchen equipment, microwave ovens, eating facilities, air condition, lockers, and restroom facilities as are currently provided by Township funds and determined by the Employer during the life of this Contract.
- 21.02** Furthermore, Employee(s) may own, use, and maintain televisions, radios, video recorders, microwave ovens, vending machines, computers, which may not be connected to Township equipment,, and kitchen equipment as currently allowed.
- 21.03** Employee(s) may continue such activities of watching television, listening to radios, receiving and reading newspapers, telephones, and visitation privileges and to own, operate, and maintain exercise, sporting, and recreation equipment provided such activities do not interfere with their responsibilities and duties and are approved by the appropriate O.I.C.

## **ARTICLE 22 CORRECTIVE ACTION, DISCHARGE OR SUSPENSION**

- 22.01** No Employee, for disciplinary reason, shall be reduced in pay or position, suspended, discharged or disciplined without just cause. Disciplinary action must be initiated within a reasonable time provided the Employer can show that it exercised due diligence in investigating the alleged incident.
- 22.02.** Discipline
- A. Except in cases of serious misconduct, discipline will be progressive.
  - B. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.
  - C. The Employer agrees not to discharge or suspend an Employee without first offering the Employee an opportunity for a hearing. This hearing is to be held between the Employer, the Employee, and Union representation. The hearing shall consist of written notice of the charges, a written notice from the Employer to the Employee with the names of those attending the hearing, a brief explanation of the evidence, and an opportunity for the Employee to respond.
  - D. Any disciplinary action imposed may be appealed by the member by following the grievance procedure contained within this contract.

E. Oral or written reprimands may only be appealed to the Board of Trustees' level.

### ARTICLE 23 DEFINITION OF DEPARTMENTAL SENIORITY

23.01 Departmental seniority shall be determined by the continuous service in Margareta Township calculated from the most recent date of full-time employment. Continuous services shall be broken only by resignation, discharge, layoff for a period of twelve [12] months, or retirement. Ties in seniority shall be determined by alphabetical last name.

23.02. Departmental seniority shall be used in the determination of the following:

1. Order of vacation pick
2. Layoff & call back procedures

### ARTICLE 24 FAMILY AND MEDICAL LEAVE

24.01 Any employee may request and be granted an unpaid leave of absence for family/medical leave purposes, including maternity or paternity leave. This leave may extend for a period not to exceed twelve (12) calendar weeks. The employee shall be required to utilize available accrued leave concurrently with the FMLA leave. Beginning with the first use of FMLA, any paid accrued leave shall be deducted from the twelve (12) week period. An employee is eligible for family leave upon completion of one (1) year of employment. Leaves of absence without pay may be requested for medical and family reasons for periods not to exceed three (3) additional months beyond the family and medical leave. An employee may have no more than a total of six (6) months leave in a twelve (12) month period. The authorization for such leave will be at the discretion of the Employer. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, if available, or to a similar position, as determined by the Employer. If the employee fails to return to work at the expiration of a leave of absence, the employee will be deemed to be absent without leave. If the absence continues for more than three (3) days, the employee shall be subject to removal. Approved leaves of absences do not constitute a break in service. Any employee that has temporarily filled a position during the unpaid leave of absence shall revert back to his former position.

### ARTICLE 25 VACATIONS

25.01. The Township shall provide vacation with full base pay in accordance with the schedule listed below  
**Based on the calendar year:**

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 14 Years	4 Weeks
After 20 Years & up	5 Weeks

25.02 Vacation time will be accumulated in the same manner as all other Township Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of one (1) days vacation. One tour of duty ( 3 work days in a 5 day period ) will equal 1 week's vacation.

25.03. Scheduling of vacation will occur per the seniority list. *All vacation requests for the current year must be scheduled and approved by October 1<sup>st</sup>.*

25.04 Members of the bargaining unit may choose to have up to (1) week of vacation time paid out at the end of the year.

## **ARTICLE 26 \_HOLIDAY COMPENSATION**

- 26.01** Employees shall be paid an annual allowance of hundred [112] hours for holidays established by the Employer and federal law.
- 26.02** Employees in the Bargaining Unit shall receive Holiday Pay on the first pay period in November.

## **ARTICLE 27 JOB RELATED INJURY LEAVE**

- 27.01** Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.
- 27.02** Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury to the Employer. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.
- 27.03** During the period of disability leave, the Employer, in addition to paying the Employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as part of the employment relationship between the Employer and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.
- 27.04** The Township has the right to insist on an examination of the Employee by a physician of the Township's choice, and the Township shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the Township's physician, the Employee shall be examined by a third physician selected jointly by the Union and the Township, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the Township's expense.

## **ARTICLE 28 \_RESTRICTED DUTY ASSIGNMENT**

- 28.01** Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on restricted duty assignment by the Employer. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Fire Chief or his designee and will be within the scope of the Fire Department. Said Employee shall receive compensation and benefits, attached to his normally assigned position.
- 28.02** Employees placed on restricted duty shall be required to present an attending physician's statement listing specific job restrictions for the Employee, which shall be reviewed by the Fire Chief before restricted duty is assigned. If the Township disagrees with the attending physician's opinion, the Employer may require an Employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be borne by the Employer. The parties agree to be bound by the decision of the physician.
- 28.03** Employees will be entitled to accrue sick leave and vacation benefits for all time spent on restricted duty provided they comply with Sections 1 and 2.

**28.04** Any Employee while assigned to Light Duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position. All sick leave, holiday time and other benefits used during restricted duty shall be pro-rated at a forty hour rate.

#### **ARTICLE 29 FUNERAL LEAVE**

**29.01** A funeral leave of up to three (3) duty days for fifty-six (56) hour members, shall be granted to any Employee without loss of pay or accumulated sick leave due to the death of a member of Employee's immediate family, beginning with the day of the death.

**29.02** Additional leave may be granted by the Trustee Chairman under special circumstances and for the best interest of both parties, to be deducted from accumulated sick leave.

**29.03** For the purpose of this Section, "immediate family" shall include; mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, stepparent, half-brother, half-sister, grandparent, mother-in-law and father-in-law and Significant other of record and their dependent children.

#### **ARTICLE 30 JURY DUTY**

**30.01** An Employee who has been called to jury duty shall, upon notice to the Fire Chief, be paid his regular salary or wages, less the amount of pay received for jury duty service. Members called to report for jury duty shall notify the Fire Chief, who may place the member on leave of absence status.

#### **ARTICLE 31 GRIEVANCE PROCEDURE**

**31.01** The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

**31.02** The following matters shall constitute a "grievance": an allegation by a member that there is or has been - a breach, misinterpretation or improper application of this Agreement -. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by Board of Trustee Resolutions or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

**31.03** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be brought by any member. Where a group of members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance. The member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal. Any grievance not answered by the Township within the stipulated time limits may be advanced by the Union member to the next step in the grievance procedure. Failure to timely advance a grievance will be treated as an acceptance of the last answer. All time limits on grievances may be waived upon mutual, written, consent of the Parties. For purposes of counting time under this procedure, "Calendar Days" shall be used. All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed;
4. Date grievance was filed in writing;
5. Name of supervisor with whom grievance discussed;
6. Date and time grievance occurred;
7. Where grievance occurred;

8. Description of incident giving rise to grievance;
9. Articles and Sections violated;
10. Resolution requested.

**31.04** A written response to a grievance shall contain the following information:

1. A decision;
2. Facts upon which the decision is made;
3. Remedial action taken or recommended; and
4. Signature of superior

**31.05** A class action grievance, defined as one that affects all members, or all members of one rank or grade, may be initiated by the Union and submitted at Step (3). An Employee shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union and its representatives are notified and have opportunity to be present at every step beyond Step 2. An employee of the class shall represent the entire class at grievance hearings.

**31.06** A grievance may be referred to the superior next highest in the chain of command should an immediate superior be predictably absent from duty for seven (7) consecutive calendar days.

**31.07** A copy of a written grievance and response which resolves such grievance at Step (2) shall be forwarded to the Fire Chief and the coordinator.

**31.08** At Step (3) and forward, the Township agrees to meet with the parties to the grievance. The Union Coordinator may be present.

**31.09** Persons or body of persons, having authority to resolve grievances as provided within this Article shall limit their decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and shall be without power or authority to make decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

**31.10** Procedural Steps

1. **INFORMAL STEP:** As a preliminary step, prior to pursuing the formal steps of the grievance procedure, should a conflict arise between the Township and a member related to issues of this Agreement, the member shall, within -ten (10) days of the time an alleged incident occurs, discuss the matter with the Fire Chief. It shall be the intent of the Township and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below. If resolution is not reached, the grievance will be reduced to writing and presented to the Fire Chief in accordance with Step 2
2. **STEP 2. FIRE CHIEF:** If the Employee and the Fire Chief are unable to resolve the grievance at Step 1, the Employee may reduce the grievance to writing and present the written grievance, which may contain additional relevant information, to the Fire Chief within seven (7) calendar days following the date of the informal meeting. It shall be the responsibility of the Chief to investigate and provide a written answer to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
3. **STEP 3 BOARD OF TRUSTEES** The Union member may appeal the grievance to the Board of Trustees n within seven (7) calendar days after receiving the Step 2 reply by filing with the Township Fiscal Officer. The Board of Trustees shall hold a hearing and shall respond to the grievant with a written answer within fifteen (15) calendar days following the meeting.
4. **STEP 4. BINDING ARBITRATION:**
  1. If the grievance is not resolved at Step 3, the Union or Township may, within fifteen (15)

- calendar days, appeal to arbitration by serving notice of intent on the other party.
2. Within ten (10) calendar days of receipt of intent to file under arbitration, the Township and the Union shall by joint letter, solicit nominations of -seven (7) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may mutually agreed.
  3. On receipt of the nominations, the Union and the Township shall eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the Township and Union agree.
  4. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed through F.M.C.S. procedure. The arbitrator shall reduce his decision to writing and state his reasons for reaching the decision within thirty [30] days of the date of the hearing or submission of briefs, whichever is later.
  5. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. The cost of arbitration involving terminations will be borne equally by the parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.
  6. It is expressly understood that the ruling and decision of the arbitrator, within his function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law. The arbitrator shall not be empowered to rule contrary to, amend, add to, or to eliminate any provision of this contract.

### **ARTICLE 32 SAFETY AND HEALTH**

- 32.01** The Township will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the Board of Trustees through the Township Fiscal Officer.

### **ARTICLE 33 SAFETY EQUIPMENT AND PROTECTIVE CLOTHING**

- 33.01** The Township shall provide and maintain safety equipment and clothing to be utilized by employees in the performance of their job duties. Such equipment and clothing will include that which is currently provided and is not necessarily limited to the following.

1. Helmets
1. Gloves
2. Bunker Pants
3. Bunker Coats
4. Respirator apparatus
5. Nomex hoods
6. Approved firefighting boots
7. EMS Personal Protective Equipment

- 33.02.** The Township shall repair or replace all protective clothing or equipment clearly damaged or lost in the line of duty. Damaged equipment and protective clothing shall be reported no later than the next duty day after the damage or loss occurred. Articles may also be replaced when worn out as approved by the Township.

**33.03.** When purchasing and/or replacing safety equipment, the Township shall take into consideration, among other factors, the standards recommended by NFPA.

**33.04.** The Township agrees, during the life of this contract, to maintain a set of turnout gear (bunker coat and pants) for all members of the bargaining unit. This will provide a spare set of turnout gear for members of the bargaining unit to use while their primary set is being cleaned, repaired, or becomes unserviceable.

### **ARTICLE 34 WELLNESS AND FITNESS PROGRAM**

**34.01.** The Township of Margareta agrees, at its sole expense, to secure, maintain, replace and/or upgrade current physical fitness equipment.

### **ARTICLE 35 HEALTH AND LIFE INSURANCE PLAN**

**35.01** A committee comprised of three [3] members of management and three [3] members of the Union shall meet three [3] months prior to anniversary date of insurance contract each year of this Contract to discuss alternative insurance proposals from insurance companies. Suggestions and alternative proposals for cost containment will be exchanged.

### **ARTICLE 36 WAGES**

**36.01** During the term of this Agreement, existing members of the bargaining unit shall be paid in accordance with Exhibit A the exception of any probationary employee.

**36.02** UNIFORMS The Township shall continue to provide all uniforms and equipment to persons when appointed as full-time salaried employees of the Margareta Township Fire Dept. Persons who fail to successfully complete their probationary period shall return all uniforms to the Township. The parties further agree that the Township shall pay for the purchase of one (1) dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the Township.

**36.03** When it is clearly shown that personal property of an employee was damaged while discharging his duties as an employee of the Township and through no fault of his/her own, then the Township Trustees may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the Township. The term personal property may include such items as eye glasses, dentures, watches, etc.

**36.04** UNIFORM ALLOWANCE Effective January 1 of each calendar year all full-time salaried employees of the Margareta Township Fire Dept. shall receive a uniform allowance of \$450.00.

**36.05** Clothing allowance, including badges, shall be returned to the Township at the time of termination.

**36.06** Call Back Pay: The Employer shall compensate members of the bargaining unit for Emergency Responses during non-scheduled hours. Such compensation will be calculated at 1.5 times(\*) the 40 hour rate. (See Appendix A)

### **ARTICLE 37 LONGEVITY**

**37.01** Full-time salaried Employees of the Fire Division bargaining unit shall receive longevity pay in accordance with the following schedule:

Upon completion of 1-15 years of service	— \$50 per year
Upon completion of 16+	— \$60 per year

37.02. Longevity pay shall be paid in a lump sum on the 1<sup>st</sup> pay period of November.

### **ARTICLE 38 SEVERABILITY**

38.01 A bargaining unit member who resigns, retires, or is terminated is eligible to be, and shall be, compensated accordingly in a cash lump sum calculated at present rates of compensation contained within this Agreement for all his accumulated unused overtime, prorated holiday time, vacation time, and sick time payoff, if allowed under Article 18.

### **ARTICLE 39 PROBATIONARY PERIODS/PROMOTIONAL TESTING**

39.01 The posting and study periods for promotional examinations shall be established by the Township's Fire Division, as outlined in the rules and regulations of the Fire Department.

39.02 The probationary period for newly appointed officers shall be twelve (12) months from the date of appointment to the position.

39.03 A probationary or promotional probationary period may be extended by mutual written agreement of the Parties for a period not to exceed one-half [ $\frac{1}{2}$ ] of the standard new hire or promotional period, for the purpose of further assessing the strengths of the employee.

### **ARTICLE 40 DRUG FREE WORKPLACE**

40.01. All members of this bargaining unit shall comply with the Township's drug and alcohol policy.

### **ARTICLE 41 MILITARY TRAINING LEAVE**

41.01 All officers and Employees of the Township who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or who are members of other reserve components of the armed forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

41.02 Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services. Calendar year is defined as the year beginning on the first day of January and ending on the last day of December; Month is defined as twenty-two eight-hour work days or one hundred seventy-six hours within one calendar year. Any employee covered under this Contract is entitled to the leave as provided under this section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to O.R.C. §5919.29 is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

1. The difference between the permanent public employee's gross monthly wage or salary as a permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;

2. Five hundred dollars.

No permanent public employee shall receive payments under division (B) or (C) of this section if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under division (A) of this section

#### **ARTICLE 42 LIFE INSURANCE**

- 42.01 The Township shall provide each member a \$35,000.00 term life insurance and A.D.D. policy and shall pay full cost of premiums. Each member shall have the option to increase the amount of the life insurance policy on his or her life at the member's own expense.

#### **ARTICLE 43 DIRECT DEPOSIT**

- 43.01 The Township shall provide direct deposit funds for members of the bargaining unit. Members may not change banks more than once per year, and must provide the Township Fiscal Officer with all banking information. See appendix D

#### **ARTICLE 44 DURATION OF AGREEMENT**

- 44.01 This Agreement shall remain in full force and effect from **January 1, 2013 through December 31, 2015** unless otherwise terminated as provided herein.
- 44.02 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration day, but not later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- 44.03 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and agreement arrived at by the parties after exercising that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled, except to the extent of negotiated issues as agreed to by the parties pursuant to the Revisions/Modifications Article of this contract. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- 44.04 In the initial meeting between the parties, the parties shall establish the bargaining guidelines for the conduct of negotiations. The parties may utilize the services of the Federal Mediation and Conciliation Service (FMCS) and/or SERB in the event of an impasse in bargaining, provided both parties mutually agree.

SIGNATURE PAGE

TOWNSHIP OF MARGARETTA

  
Gary Pooch, Chair

  
Timothy Riesterer, Vice-Chair

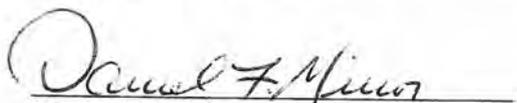
  
Joe Bias, Trustee

Dated: 7/25/13

LOCAL 4469 IAFF

  
Daniel L. Strayer

  
W. Dean Gasser

  
Daniel F. Minor

  
Keith Killingsworth

  
Michael Jesberger

Dated: 7/25/13

**APPENDIX B**  
**IAFF Local 4469 GRIEVANCE FORM**

**PLEASE PRINT OR TYPE**

Name of Grievant: \_\_\_\_\_

Classification: \_\_\_\_\_ Assignment: \_\_\_\_\_

Immediate Supervisor at time of Incident: \_\_\_\_\_

Article and Section Number(s) of Contraction Violation(s):  
\_\_\_\_\_

**STEP ONE – INFORMAL DISCUSSION**

Grievance First Discussed with: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title

**STEP TWO – FORMAL GRIEVANCE – FIRE CHIEF**

(Statement of Grievance (Please give times, dates, witnesses, facts and all relevant information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STEP TWO RESPONSE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Name and Title  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Grievant  
ANSWER IS: ACCEPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_

**STEP THREE – BOARD OF TRUSTEES**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title  
Step Three Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name and Title  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Grievant  
ANSWER IS: ACCEPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_

**STEP FOUR – BINDING ARBITRATION**

Notice Served for Arbitration: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title  
Arbitration Notice Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title  
Time for Response Extended to: \_\_\_\_\_

Grievant: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**EXTENSIONS:**

STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____

## APPENDIX C

### AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

***Margaretta Township Fire Fighters Union***  
**Local 4469**  
**P.O.Box 504**  
**Castalia, OH 44824**

The Employer agrees to deduct union membership, initiation fee, assessments, and two (2) times each month, dues from the pay of those employees who individually have and shall request in writing that such deduction be made. The amounts to be deducted shall be certified to the employer by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer by the employer for the current month, after such deductions are made.

The Township of Margaretta shall recognize the following as the authorization for payroll deduction of Union dues for members of the Margaretta Township Professional Fire Fighters Union, Local 4469, International Association of Fire Fighters, AFL-CIO.

Name \_\_\_\_\_ Address \_\_\_\_\_

Effective Immediately, I hereby authorize the Township of Margaretta to deduct from my earnings each month union dues in the amount certified by Margaretta Township Professional Fire Fighters Union, Local 4469, International Association of Fire Fighters, AFL-CIO. Dues deducted shall be remitted to the Treasurer of Local 4469. This authorization shall terminate 30 days after I notify the department head in writing to cancel it, or upon termination of employment

Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

*Affiliated with International Association of Fire Fighters  
Association of Ohio Professional Fire Fighters, A.F.L.-C.I.O.  
Ohio State Federation of Labor*

## APPENDIX A HOURLY RATES

Position	2013 Hourly Rate of Pay	2014 Hourly Rate of Pay	2015 Hourly Rate of Pay
Class A Firefighter / Paramedic	\$15.20	\$15.50	\$15.81
Class A Firefighter	\$14.49	\$14.79	\$15.10
Class B Firefighter / Paramedic	\$14.48	\$14.76	\$15.06
Class B Firefighter	\$13.76	\$14.05	\$14.34
Class C Firefighter / Paramedic	\$13.75	\$14.02	\$14.30
Class C Firefighter	\$13.04	\$13.31	\$13.59

Position	2013 Annual Salary	2014 Annual Salary	2015 Annual Salary
Class A Firefighter / Paramedic	\$44,262.40	\$45,136.00	\$46,038.72
Class A Firefighter	\$42,182.40	\$43,056.00	\$43,958.72
Class B Firefighter / Paramedic	\$42,153.28	\$42,983.20	\$41,760.78
Class B Firefighter	\$40,073.28	\$40,903.20	\$41,642.85
Class C Firefighter / Paramedic	\$40,044.16	\$40,830.40	\$41,642.85
Class C Firefighter	\$37,964.16	\$38,750.40	\$39,562.85

Call Back Pay Rates	2013 40 Hour Rate	2014 40 Hour Rate	2015 40 Hour Rate
Class A Firefighter / Paramedic	\$31.92	\$32.55	\$33.20
Class A Firefighter	\$30.42	\$31.05	\$31.70
Class B Firefighter / Paramedic	\$30.40	\$31.00	\$31.62
Class B Firefighter	\$28.90	\$29.50	\$30.12
Class C Firefighter / Paramedic	\$28.88	\$29.45	\$30.03
Class C Firefighter	\$27.38	\$27.95	\$28.53

NORMAL WORK WEEK 56 HRS/ 2,912 ANNUAL

PARAMEDICS BONUS      \$2,080.00 (UPON COMPLETION OF COURSE)  
 CLASS B RATE              5% LESS THAN CLASS A  
 CLASS C RATE              10% LESS THAN CLASS A

Call Back Rate - Current rate 40 hours \*1.5

Lieutenants shall receive an additional sum of \$1,000 in each year of this Contract.  
 Captains shall receive an additional sum of \$1,200 in each year of this Contract.