

SERB

STATE EMPLOYMENT  
RELATIONS BOARD

13-MED-01-0052

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K#30295

**AGREEMENT BETWEEN**  
**PLAIN TOWNSHIP, STARK COUNTY, OHIO**  
**AND THE**  
**INTERNATIONAL ASSOCIATION**  
**OF FIREFIGHTERS (IAFF)**  
**LOCAL 2967**

**Effective 07:00 March 18, 2013**  
**07:00 March 12, 2016**

**SERB Case No. 13-MED-01-0052**

Signed Copy

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**PROVISION 1: PURPOSE AND INTENT**

This agreement is hereby entered into by and between the Board of Trustees of Plain Township, Stark County, Ohio, hereinafter referred to as the "Township," and the Plain Township Professional Firefighters Association, International Association of Firefighters Local 2967, hereinafter referred to as the "Union."

The Township and the Union acknowledge and agree that both will be bound by and adhere to the policies and practices as set forth in the Township Handbook. Should a provision of this Agreement and a provision of the Handbook be inconsistent with one another, the specific provision in this Agreement shall govern.

**PROVISION 2: MANAGEMENT RIGHTS: RETENTION OF DISCRETION & RESPONSIBILITY**

Section A

For each and every issue, subject, and/or area not specifically addressed by the provisions of this contract, the right and responsibility to address said subject, issue, and/or area is retained by and vested exclusively in the Plain Township Board of Trustees.

Section B

Nothing in this agreement shall impair the right of the Plain Township Board of Trustees 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.
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section C

The Plain Township Board of Trustees is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A bargaining unit employee or exclusive representative may raise a legitimate complaint or file a grievance based on the Collective Bargaining Agreement.

### **PROVISION 3: RECOGNITION**

#### **Section A**

The Plain Township Board of Trustees hereby recognizes the Plain Township Professional Firefighters Association, International Association of Firefighters Local 2967, as the sole and exclusive bargaining representative for those employees of the Plain Township Fire Department in the bargaining unit.

#### **Section B**

1. The term "bargaining unit" is deemed to include all Fire Safety Inspectors, Class II Firefighter/Paramedics, Class I Firefighter/Paramedics, Lieutenants, Captains and Captain Shift Commanders and to exclude the Chief, Deputy Chief, 40-hour Officers, Secretary to the Chief, Administrative Assistant, full and part-time Dispatchers, part-time employees.
2. All currently existing positions and classifications not specifically established as being included in the bargaining unit shall be and are hereby excluded from the bargaining unit.
3. Management, confidential, supervisory, part-time, volunteer, temporary, auxiliary, and seasonal employees shall not be included in the bargaining unit.

#### **Section C**

1. A Firefighter/Paramedic Class I, Lieutenant, Captain and a Captain/Shift Commander shall be an employee working twenty-four (24) hours on and forty-eight (48) hours off on a rotating basis with scheduled days off. A twenty-eight (28) day work schedule of two-hundred-twelve (212) hours in accordance with Fair Labor Standards Act shall be used in computing schedules and overtime compensation. Time of work shall be 7:00 a.m. - 7:00 a.m. An average of two-thousand-seven-hundred-and-four (2,704) hours annually shall be used for overtime computation.
2. A Firefighter/Paramedic Class II and a Fire Safety Inspector shall be an employee working a fourteen (14) day work period. An employee in this class shall work Monday through Friday (45 hours per week total). Ninety (90) minimum hours in a fourteen (14) day period shall be used to calculate overtime per Fair Labor Standards Act which is other than Class I. An average of two-thousand three-hundred-forty (2,340) hours annually shall be used for overtime computation.

#### **Section D**

1. Class I Firefighter/Paramedic positions shall be appointed and filled by seniority as established in Provision #9.
2. Section D of this provision shall not be construed or interpreted to be any type of minimum manning clause.
3. Lieutenants shall be appointed and assigned on all shifts to any fire station staffed on a twenty-four (24) hour basis that does not include a Captain and/or Shift Commander.

#### **Section E**

1. Vacancies in the Captain/Shift Commander, Captain, and Lieutenant positions shall be filled in accordance with the current Plain Township Board of Trustees Fire Department Promotion Policy
2. A notice of testing shall be posted no less than two weeks prior to the testing date.
3. A notice of interviews or additional evaluation processes shall be posted no less than two weeks prior to the date or dates the evaluations will take place.
4. Any specific testing reference material to be tested shall be included in the posted notification.
5. The Board of Trustees strives to hire the best qualified employees. Only the Board of Trustees is authorized to hire or promote an employee. It shall be the policy of the Plain Township Board of Trustees when filling a promotional vacancy from within a department that the Department Head shall determine the appropriate testing and/or interviewing needs to assess candidates. After the Department Head has concluded his/her assessment, he/she shall forward a written recommendation to the Board of Trustees. Unless otherwise determined by the Board of Trustees, they shall appoint a candidate after receiving the recommendation from the Department Head.

#### **PROVISION 4: MEETINGS**

##### **Section A**

The Union may schedule one meeting per month on Plain Township Fire Department property, to commence between 1900 hours (7:00 p.m.) and 1915 hours (7:15 p.m.), not to exceed one-and-one-half (1 ½) hours in length, insofar as such meetings are not disruptive of the duties of the bargaining unit employee or the efficient operation of the Plain Township Fire Department.

##### **Section B**

1. If the Union wishes to conduct more than one meeting as described in Section A during the month, or if the Union wishes to schedule any meeting on Township property outside the parameters in Section A, the Union shall submit a written request for such meeting(s) to the Plain Township Fire Department Chief.
2. Such meeting must be authorized and approved by the Plain Township Fire Department Chief in advance and such authorization and approval is within his/her sole and exclusive discretion and is not subject to the grievance procedure.
3. This section applies only to Union meetings scheduled on Plain Township Fire Department property.

##### **Section C**

All on or off-duty Union members in the bargaining unit shall be afforded the opportunity to attend said meetings.

## **PROVISION 5: BULLETIN BOARDS**

### **Section A**

The Township agrees to provide space for a bulletin board in each station where full-time bargaining unit employees are housed. The boards shall be identified with the name of the Union, and the Union may designate persons responsible therefore. The space provided for the bulletin board shall be approximately 3'x4'. The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business. All notices which appear on the Union's bulletin board shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Township's prior approval:

- The Union's recreational and social affairs
- Notice of Union meetings
- Union appointments
- Notice of Union elections
- Results of Union elections
- Reports of standing committees and independent arms of the Union
- Legislative reports

### **Section B**

All other notices of any kind not covered in Section A above must receive prior approval of the Township or its designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

1. Personal attacks upon any other member or any other employee.
2. Scandalous, scurrilous, or derogatory attacks upon the Administration.
3. Attacks on and/or favorable comments regarding a candidate for or holder of public office.

## **PROVISION 6: UNION REPRESENTATION**

### **Section A**

The Union agrees that it will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Township a written notice stating the Union's authorized representation who will deal with the Township and make commitments for the Union. When there is a change in the listed authorized representation, the Township will be notified in writing.

### **Section B**

The Local President or his designate shall be granted up to ninety-six (96) hours off with pay annually to attend District, State or National meetings, classes, seminars, or conventions. Such time off from scheduled work hours must be arranged at least three (3) calendar days in advance and must be made in writing.

## **PROVISION 7: NON-DISCRIMINATION**

### **Section A**

1. The Plain Township Board of Trustees pledges that it will not discriminate based upon, and to provide equal opportunity without regard to, race, color, religion, creed, national origin, ancestry, sex, or age.
2. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer or demotion, recruiting, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation; selection for training, layoff or termination of employment.

### **Section B**

1. The Township and Union acknowledge that a bargaining unit member has the absolute right to:
  - a. Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in, except as otherwise provided in Chapter 4117 of Ohio Revised Code, any employee organization of their own choosing;
  - b. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection;
  - c. Representation by any employee organization;
  - d. Bargain collectively with their public employers to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of Collective Bargaining Agreement, and enter into Collective Bargaining Agreements;
  - e. Present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.
2. It is further pledged by both the Township and the Union that they shall not discriminate against any bargaining unit member with regard to such choice.

## **PROVISION 8: PROBATIONARY PERIOD - NEW EMPLOYEES**

### **Section A**

New firefighter/paramedics shall be on probation for twelve (12) months from the date of hire. New employees in the position of Fire Safety Inspector shall also be on probation from twelve (12) months from the date of hire.

(ORC 124.27)

Section B

New firefighter/paramedics in their probationary period shall not be able to avail themselves of and are not subject to the grievance procedure under any provision for any reason.

Section C

All new firefighter/paramedics shall be hired as Class II. Vacancies in Class I shall be filled from Class II. All Class II firefighter/paramedics shall not be promoted to Class I until all certifications needed for functioning as an EMT/paramedic and firefighter and all applicable orientation periods are complete.

**PROVISION 9: SENIORITY**

Section A

1. Seniority positions shall be established using the employee's most recent hiring date as a full-time firefighter and the total continuous years of service from that date.
2. Those probationary employees who are hired at the same meeting on the same date shall be placed on the seniority list according to their ranking of the hiring test process.

Section B (Layoff Procedure)

1. It is agreed that prior to the implementation of an abolishment of a position or the lay-off of bargaining unit personnel, the Township will meet and confer with the Local to consider alternatives.
2. No bargaining unit member will be laid off until all part-time firefighters have been previously laid off.
3. Bargaining unit employees shall be laid off in reverse order of department seniority. (The employee with the least amount of department seniority shall be laid off at first, and the process shall continue until the specific number of employees has been achieved.) No new bargaining unit employees or part-time firefighters can be hired for a three (3) year/thirty-six (36) month period until laid-off bargaining unit employees are recalled.
4. In the case of callbacks, the schedule of seniority shall be followed. Last laid off, first called back. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required during the twelve month period described herein shall be at the Employer's expense.
5. All State of Ohio certifications for driver's licenses, paramedic and firefighter shall be current for all potentially recalled employees before recalls are final.

**PROVISION 10: FAIR LABOR STANDARDS ACT STATUS**

All bargaining unit employees within the bargaining unit are classified as "non-exempt" for purposes of the Fair Labor Standards Act.

## **PROVISION 11: HOURS/LOCATION OF WORK**

### **Section A**

1. The work period for firefighter/paramedic(s) Class I, Lieutenants, Captains, and Captains/Shift Commanders is hereby defined as a twenty-eight (28) day period commencing at 7:00 a.m. on the first day of the twenty-eight (28) day work period and ending at 7:00 a.m. on the twenty-ninth consecutive calendar day following commencement of the twenty-eight (28) day work period (or in other terms, at 7:00 a.m. of the first day of the subsequent 28 day work period).
2. The work period for firefighter/paramedic(s) Class II and Fire Safety Inspector is hereby defined as fourteen (14) day period commencing at 7:00 a.m. on the first day of the fourteen (14) day work period and ending at 7:00 a.m. on the fifteenth consecutive calendar day following commencement of the fourteen (14) day work period (or in other terms, at 7:00 a.m. on the first day of the subsequent 14 day work period).
3. Scheduling of Class I, Lieutenants, Captains, and Captains/Shift Commanders for earned days off (EDO's) as set forth in the Fair Labor Standards shall be done by seniority if requested prior to January 1 and primary to the vacation list. Vacation requests must be submitted by November 15 of the year proceeding the year for which the request is being made. After January 1, these assignments shall be made on a first come first serve basis.

### **Section B**

1. Insofar as it is possible and/or remains in the best interest of Plain Township, with the express understanding that it may be necessary for the Plain Township Board of Trustees to alter the normal work schedule, the Plain Township Board of Trustees will continue to schedule a minimum of two-hundred-twelve (212) hours of work for each non-probationary firefighter/paramedic in Class I, Lieutenant, Captain and Captain/Shift Commanders during each work period; a minimum of ninety (90) hours for each non-probationary firefighter/ paramedic in Class II or Fire Safety Inspector during each work period. Determining whether it is possible and/or remains in the best interest of Plain Township under circumstances faced by the Plain Township Board of Trustees for the Plain Township Board of Trustees to alter the normal work schedule, including but not limited to reducing working hours, is an absolute right and within the absolute authority of the Plain Township Board of Trustees, Fire Chief, or other designee of the Board of Trustees. Any such determination by the Plain Township Board of Trustees is not subject to the grievance procedure.
2. Starting time for all Class I, Class II, Lieutenants, Captains, and Captains/Shift Commanders shall be 7:00 a.m. Starting time for probationary firefighter/paramedic Class II employees going through orientation shall begin at 8:00 a.m. until orientation is complete.

### **Section C: (Safety Manning)**

1. The purpose of this section is to provide for the safety of Fire personnel and ensure effective delivery of emergency services by establishing adequate staffing levels of

qualified personnel. These staffing levels work toward assuring safe, effective, and efficient use of resources for structural firefighting, rescue, and EMS activities.

2. The Township agrees to make every attempt to keep staffing levels adequate at all times utilizing Bargaining Unit members. The agreed upon goal of the safety manning level shall be nine (9) personnel on duty 24 hours a day, 7 days a week (one (1) Captain and/or Captain Shift Commander, and eight (8) bargaining unit members). Staffing shortages shall be filled with off duty bargaining unit members. The on-duty Shift Commander shall offer overtime to personnel following procedures developed and maintained within this agreement as outlined in Provision 11, Section E (2)(d).
3. This process shall be utilized to rapidly fill all vacancies that drop staffing below nine (9) on-duty personnel, and to cover vacancies lasting eight (8) hours or less. These vacancies shall be filled on a first-come-first-serve basis, and personnel may be called to temporarily fill a vacancy of eight (8) hours or more, as long as all contacted members from the voluntary list either turn it down or do not respond to the Shift Commander.

#### Section D: (Overtime)

1. Overtime for Class I, Lieutenant, Captains, and Captains/Shift Commanders shall be calculated and paid for in the pay period that it is worked in excess of a firefighter/paramedic's regularly scheduled work shift and/or day and for all time worked in excess of two-hundred-twelve (212) hours in one (1) work period.
2. Overtime for Class II and Fire Safety Inspector shall be calculated and paid for in the pay period that it is worked in excess of a firefighter/paramedic's or Fire Safety Inspector's regularly scheduled work shift and/or day and for all time worked in excess of ninety (90) hours in one (1) work period.
3. Working hours will be calculated in compliance with the standards established by the Fair Labor Standards Act, unless it is clearly indicated otherwise in this contract.
4. Shift fill, standby, and spontaneous overtime will be paid at a rate equal to one-and-one-half (1 ½) times a firefighter/paramedic Class I's, Class II's, Lieutenants, Captain's, and Captain/Shift Commander's hourly rate calculated by taking the annual salary divided by the annual working hours for that classification in compliance with the Fair Labor Standards Act.
5. Overtime shall be paid to the next nearest one-quarter (¼) hour.
6. All probationary firefighter/paramedics shall be added to the current shift fill and standby overtime rotation lists (90) ninety days from their date of hire and possession of all of their required State of Ohio certifications.
7. Shift-fills, standby, and spontaneous overtime shall be filled in accordance with the current Plain Township Fire Department Overtime Call-Out procedure. An employee who calls off sick will be removed from overtime eligibility until such time as he has worked his next regularly scheduled shift or he/she follows the report back policy in Provision 19, Section E.

#### Section E: (Call-Out)

1. Bargaining unit employees are not on on-call or stand-by status during non-scheduled or

off-duty hours, but all bargaining unit employees shall be subject to call-out at the discretion of the Fire Chief, or other designee of the Board of Trustees when conditions so warrant subject to their availability. Bargaining unit employees are free to engage in their own personal activities during non-scheduled or off-duty time.

2. A call-out shall consist of three (3) types:
  - Shift fill overtime, which is twelve (12) hours or more, not to exceed twenty-four (24) hours OR less than twelve (12) hours.
  - Stand-by overtime, which is scheduled.
  - Spontaneous overtime, which is never scheduled.
- a. Shift fill call-out overtime
  - i. A bargaining unit firefighter/paramedic will be called in for shift fill call-out overtime if the full-time staffing is less than nine (9) firefighter/paramedics, including Captains and Captain/Shift Commanders, unless it meets the spontaneous overtime criteria. This shall not be considered to be a minimum manning clause.
  - ii. If the call-off happens on a day where the schedule has additional personnel above the staffing defined in Section C(2), then all additional scheduled personnel will be used first to meet that staffing in Section C(2) before shift fill call-out overtime is used.
  - iii. When a bargaining unit member is subject to shift fill or stand-by call-out overtime by the Fire Chief or designee, a minimum of two (2) hours of overtime will be granted.
  - iv. Part-time firefighters will not be used to supplement or fill vacancies for shift-fill overtime when there are nine (9) or less career positions per shift, including Lieutenant, Captain and Captains/Shift Commanders. This shall not be considered to be a minimum manning clause.
  - v. The two rotating lists shall include:
    - Twelve (12) hours or more, not to exceed twenty-four (24) hours.
    - Less than twelve (12) hours.
  - vi. Shift fill for scheduled, un-scheduled spontaneous overtime after the eight (8) hour time period, and shift stand-by will be filled from these two lists:
    - Scheduled overtime shall be posted on a twenty-eight (28) day schedule, if applicable.
    - Unscheduled overtime full shift shall not be posted.
    - Shall be offered from high to low seniority with next eligible employee asked first.
  - vii. All the offering of overtime shall be on a cycling rotation from the two separate lists:
    - First time asked and accepted rotation complete.
    - First time asked and refused rotation continues with next eligible employee.

- First time asked and no response, a message will be left containing the information of when and what time the overtime will be, using the current electronic notification system.
  - If a person is contacted they will have time to make accommodations if they want to work the overtime (i.e. babysitter, other jobs, personal events).
- viii. When a person is contacted and they cannot immediately respond, they have the right to call back to see if the overtime has been filled. If the overtime has been filled then nothing will change on the overtime sheet, the rotation will be complete with the person who accepted the overtime. If the overtime has not been filled and the person calling back can work it, then the rotation has been completed. All persons contacted after the overtime has been taken shall have their boxes cleared and the next overtime available will continue with the next eligible employee on the list.
- ix. If a person is on an EDO or vacation during an overtime day/event they will still be contacted as a matter of courtesy but will not have their box checked if they do not accept the overtime.
- b. Stand-by call-out overtime will be used on those occasions where members are on stand-by at fire stations or at an event site for the purpose of deployment to community events. Stand-by call-out overtime is compensated in the manner described in Section E(2)(a)(iii).
- c. Spontaneous call-out overtime
- i. The purpose of this section is to allow the Fire Chief, incident commanders or the officer in charge the ability to request additional staffing or manpower for incidents or events as they deem necessary. Examples for Spontaneous Overtime could include, but not necessarily be limited to:
    - Structure fires
    - Manpower needs
    - Large-scale incidents
    - Severe weather events
    - Any situation deemed necessary by the officer in charge
    - Spontaneous shift fill
  - ii. Spontaneous overtime will be used during an existing or pending call when additional resources are needed whether it is solicited or by calling back additional personnel over and above shift fill requirements. This would include special team member call-outs.
  - iii. When a bargaining unit member is subject to spontaneous call-out by the Fire Chief, special team request, or other designee, a minimum of two (2) hours of overtime will be granted, provided that such time does not abut the beginning or end of the employee's regularly scheduled shift. If such time abuts the beginning or end of the employee's regularly scheduled shift, the employee will receive pay, at the applicable hourly rate, for the

time actually worked preceding or subsequent to his regularly scheduled shift.

- iv. An employee reporting for spontaneous call-out overtime, whose time does not abut a regularly scheduled shift is required to work the entire two (2) hours. Should the employee not be able to work the entire two (2) hours, then he will be paid for only those hours actually worked.
- v. The Fire Chief/designee has sole discretion to determine the number of personnel and the maximum time for reporting.
- vi. Unless otherwise stated by the Fire Chief/designee, the maximum reporting time shall be thirty (30) minutes.
- vii. No member shall report to spontaneous call-back if they have consumed any alcohol or substances that would violate the Township's substance abuse policy as defined in the Plain Township Handbook at the time of the occurrence.

d. Spontaneous Shift Fill Procedures

- i. If a vacancy occurs suddenly due to illness, injury, sick leave, unscheduled personal time (USPL) or after 2100 hours before the next scheduled shift, the Shift Commander shall initiate a call out utilizing an electronic notification system(s) and the procedures outlined in this section.
- ii. Spontaneous overtime will be filled on a first come, first serve basis. The first person to contact the Shift Commander on their phone will be granted the overtime. This process shall be utilized to fill all spontaneous overtime for up to an eight (8) hour period of time. A mass electronic notification message will be sent that will indicate, as best as possible, the time, location, and circumstances of the shift fill position. Anyone available to fill the shift position under any circumstances shall notify the Shift Commander in a timely fashion for his assistance in completing the proper procedure for filling said shift.
- iii. If a vacancy will last longer than eight (8) hours the notification message will indicate that the Shift Fill Call Out procedure will apply to the remaining hours of that shift if applicable. Any bargaining unit member who is available to fill the remaining hours of that shift shall also notify the Battalion at the time of the electronic notification so he will know in fact who is available for him to properly execute the next up on the appropriate Shift Fill list. The on duty Shift Commander shall have the right to extend the spontaneous overtime shift if it is within a reasonable amount of time or for extenuating circumstances.
- iv. Should a vacancy not be filled immediately after utilizing the Spontaneous Shift Fill Procedure, the shift will be filled as soon as possible. The members of the Bargaining Unit agree this will not be a grievable procedure unless no documented attempt at filling the vacancies has occurred. An effort shall be made by all parties to maintain adequate levels of personnel to provide quick and effective service to residents of Plain Township.

e. Call-Out: Lieutenants, Captains, and Captain/Shift Commanders

- i. If the Captain and Captain/Shift Commander are both scheduled to work and the Captain/Shift Commander calls off, the Captain should be notified to report to the station designated by the Chief and a Bargaining Unit Member should be called for overtime at the appropriate station.
- ii. If the Captain and Captain/Shift Commander are both scheduled to work and the Captain calls off, a Bargaining Unit Member should be called for overtime at the appropriate station.
- iii. If the Captain or Captain/Shift Commander is scheduled off (EDO, vacation, etc.) and the Captain or Captain/Shift Commander is the only shift supervisor working and he would call off, the overtime list for Captain and Captain/Shift Commander should be used to fill the overtime on call in. If the overtime is not accepted from that list, then the most senior Lieutenant from that shift would fill the vacant Shift Commander position and the call out list procedure would be followed to fill the remaining vacancy. If there is no Lieutenant on that shift then the vacancy should be filled from the Lieutenant's callout list. Should the overtime be filled by a Lieutenant, the Fire Chief and/or Deputy Chief must be notified.
- iv. If a Captain or Captain/Shift Commander is called in for any overtime situation and there is not already a Captain or Captain/Shift Commander on duty, the Captain or Captain/Shift Commander being called in assumes that position for the duration that the normally assigned Captain or Captain/Shift Commander is not there.

Section F (Working Time)

Bargaining unit employees are not to perform any work for the benefit of Plain Township prior to the bargaining unit employee's scheduled starting time or after the bargaining unit employee's scheduled quitting time (absent a standard policy which dictates working beyond the scheduled quitting time under specific circumstances) unless the bargaining unit employee is directed to do so by the Fire Chief or his designee. Bargaining unit employees who sign in prior to their scheduled starting time or sign out after their scheduled quitting time will not be paid for time spent waiting to begin work or lingering after quitting work.

Section G

This provision shall not be construed or interpreted as a guarantee of minimum working hours per shift day or work period.

Section H

Work locations and shift assignments shall remain as a management right and will not be used for disciplinary purposes. If a bargaining unit employee requests a change in station preference, this request must be made in writing to the Fire Chief for consideration. Transfers from shift to shift shall not be accepted by management; however, shift to shift transfers implemented by management for preservation of a peaceful work environment, promotions,

hiring and/ or retirements that create a disproportionate number of bargaining unit employees and/ or an imbalance of seniority on a shift shall be permitted.

**PROVISION 12: PAYROLL PERIOD**

**Section A (Duration)**

The payroll period shall consist of two (2) consecutive calendar weeks (fourteen [14] days or three hundred thirty-six [336] hours) running from 7:00 a.m. Sunday to 7:00 a.m. Sunday.

**Section B (Issuance/Payment)**

The payroll shall be issued/paid on Friday in the calendar week subsequent to the conclusion of the payroll period. Payment shall be issued into a direct deposit account.

**Section C (Calculation)**

Bargaining unit employees' pay shall be calculated as defined by the Fair Labor Standards Act dividing the annual salary by twenty-six (26) equal pays plus any overtime worked in that pay period.

**PROVISION 13: WAGES**

**Section A**

The base salaries for each classification shall increase to the salaries as set forth in this section effective March 18, 2013, 7:00 a.m.

1. Bargaining unit employee with two (2) years service subsequent to probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Captain/Shift Commander	63684.64	23.55	35.33	62435.92
Captain	60079.85	22.22	33.33	58901.81
Lieutenant	56673.55	20.96	31.44	55562.30
Firefighter/Paramedic Class I	55562.30	20.55	30.83	54472.84
Firefighter/Paramedic Class II	48075.27	20.55	30.83	47132.62
Fire Safety Inspector	48126.81	20.57	30.86	47183.15

2. Bargaining unit employee with one (1) year service subsequent to probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	52522.44	19.42	29.13	51492.59
Firefighter/Paramedic Class II	45443.05	19.42	29.13	44552.01
Fire Safety Inspector	45498.43	19.44	29.16	44606.30

3. Bargaining unit employee upon completion of probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	47942.46	17.73	26.60	47002.41
Firefighter/Paramedic Class II	41494.72	17.73	26.60	40681.10
Fire Safety Inspector	41480.31	17.72	26.58	40666.97

4. Bargaining unit employee upon completion of training as EMT/paramedic and firefighter and certification from the State of Ohio in each:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	46104.89	17.05	25.58	45200.87
Firefighter/Paramedic Class II	39160.48	16.74	25.11	38392.63
Fire Safety Inspector	39939.51	17.07	25.61	39156.38

5. Bargaining unit employee upon hire:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	46104.89	17.05	25.58	45200.87
Firefighter/Paramedic Class II	39160.48	16.74	25.11	38392.63
Fire Safety Inspector	39939.51	17.07	25.61	39156.38

OVERTIME RATE CALCULATION:

Overtime shall be calculated by using the employee's salary on the yearly anniversary of the contract plus longevity as of November of previous year and divided by 2704 for all 24 hour Shift personnel and 2340 for 45 hours a week personnel.

Section B

The base salaries for each classification shall increase to the salaries as set forth in this section effective March 16, 2014, 7:00 a.m.

1. Bargaining unit employee with two (2) years service subsequent to probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Captain/Shift Commander	64958.33	24.02	36.03	63684.64
Captain	61281.45	22.66	33.99	60079.85
Lieutenant	57807.02	21.38	32.07	56673.55
Firefighter/Paramedic Class I	56673.55	20.96	31.44	55562.30
Firefighter/Paramedic Class II	49036.78	20.96	31.44	48075.27
Fire Safety Inspector	49089.35	20.98	31.47	48126.81

2. Bargaining unit employee with one (1) year service subsequent to probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	53572.89	19.81	29.72	52522.44
Firefighter/Paramedic Class II	46351.91	19.81	29.72	45443.05
Fire Safety Inspector	46408.40	19.83	29.75	45498.43

3. Bargaining unit employee upon completion of probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	48901.31	18.08	27.12	47942.46
Firefighter/Paramedic Class II	42324.61	18.09	27.14	41494.72
Fire Safety Inspector	42309.91	18.08	27.12	41480.31

4. Bargaining unit employee upon completion of training as EMT/paramedic and firefighter and certification from the State of Ohio in each:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	47026.99	17.39	26.09	46104.89
Firefighter/Paramedic Class II	39943.69	17.07	25.61	39160.48
Fire Safety Inspector	40738.30	17.41	26.12	39939.51

5. Bargaining unit employee upon hire:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	47026.99	17.39	26.09	46104.89
Firefighter/Paramedic Class II	39943.69	17.07	25.61	39160.48
Fire Safety Inspector	40738.30	17.41	26.12	39939.51

OVERTIME RATE CALCULATION:

Overtime shall be calculated by using the employee's salary on the yearly anniversary of the contract plus longevity as of November of previous year and divided by 2704 for all 24 hour Shift personnel and 2340 for 45 hours a week personnel.

Section C

The base salaries for each classification shall increase to the salaries as set forth in this section effective March 15, 2015, 7:00 a.m.

1. Bargaining unit employee with two (2) years service subsequent to probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Captain/Shift Commander	66095.10	24.44	36.66	64958.33
Captain	62353.88	23.06	34.59	61281.45
Lieutenant	58818.64	21.75	32.64	57807.02
Firefighter/Paramedic Class I	57665.34	21.33	32.00	56673.55
Firefighter/Paramedic Class II	49894.92	21.32	31.98	49036.78
Fire Safety Inspector	49948.41	21.35	30.03	49089.35

2. Bargaining unit employee with one (1) year service subsequent to probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	54510.42	20.16	30.24	53572.89
Firefighter/Paramedic Class II	47163.07	20.16	30.24	46351.91
Fire Safety Inspector	47220.55	20.18	30.27	46408.40

3. Bargaining unit employee upon completion of probationary period:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	49757.08	18.40	27.60	48901.31
Firefighter/Paramedic Class II	43065.29	18.40	27.60	42324.61
Fire Safety Inspector	43050.33	18.40	27.60	42309.91

4. Bargaining unit employee upon completion of training as EMT/paramedic and firefighter and certification from the State of Ohio in each:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	47849.96	17.70	26.55	47026.99
Firefighter/Paramedic Class II	40642.70	17.37	26.05	39943.69
Fire Safety Inspector	41451.22	17.71	26.57	40738.30

5. Bargaining unit employee upon hire:

	<b>Yearly</b>	<b>Rate/Hr</b>	<b>OT Rate/Hr</b>	<b>Previous</b>
Firefighter/Paramedic Class I	47849.96	17.70	26.55	47026.99
Firefighter/Paramedic Class II	40642.70	17.37	26.05	39943.69
Fire Safety Inspector	41451.22	17.71	26.57	40738.30

OVERTIME RATE CALCULATION:

Overtime shall be calculated by using the employee's salary on the yearly anniversary of the contract plus longevity as of November of previous year and divided by 2704 for all 24 hour Shift personnel and 2340 for 45 hours a week personnel.

**PROVISION 14: LONGEVITY**

**Section A**

Each bargaining unit employee shall receive a longevity payment, in addition to his/her regular pay, pursuant to the following schedule:

<u>Year</u>	<u>Payment</u>	<u>Year</u>	<u>Payment</u>	<u>Year</u>	<u>Payment</u>
1	0.00	16	1025.00	31	1775.00
2	325.00	17	1075.00	32	1825.00
3	375.00	18	1125.00	33	1875.00
4	425.00	19	1175.00	34	1925.00
5	475.00	20	1225.00	35	1975.00
6	525.00	21	1275.00		
7	575.00	22	1325.00		
8	625.00	23	1375.00		
9	675.00	24	1425.00		
10	725.00	25	1475.00		
11	775.00	26	1525.00		
12	825.00	27	1575.00		
13	875.00	28	1625.00		
14	925.00	29	1675.00		
15	975.00	30	1725.00		

**Section B**

Years shall be computed, for longevity purposes only, by the employee's continuous full-time service effective November 1 of each year.

**Section C**

Longevity payment for each employee entitled thereto shall be made with the employee's first pay including November 1 of each year.

**Section D**

Payment of longevity pay for each employee entitled shall be accomplished by voucher separate from normal pay.

**PROVISION 15: PAYROLL DEDUCTIONS**

**Section A: (Mandatory Deductions)**

1. Non-Elective:

- a. The Union recognizes and authorizes the Township to automatically deduct from each bargaining unit employee's pay all deductions mandated by law presently, including but not limited to during the tenure of this contract, Federal Income Taxes, State Income Taxes, Local Income Taxes where applicable, and deductions to the Police and Firemen's Disability and Pension Fund.

- b. Full-time employees must have payroll checks deposited directly to their checking and/or savings accounts at the financial institution of their choice. Many banks offer special benefits for direct deposit.

2. Elective:

- a. The Township is authorized by this contract to deduct the periodic dues, initiation fees, and assessments of members of the Union upon presentation of a written deduction authorization executed by the bargaining unit employee.
- b. The Township is authorized by this contract to deduct an amount from a bargaining unit employee's pay for the purpose of United States Savings Bonds by the payroll deduction plan, upon presentation of a written deduction authorization executed by the bargaining unit employee.
- c. Disability Insurance
- d. Full-time employees are eligible to enroll into a tax-deferred program with Ohio Deferred Compensation (Police and Firemen's Disability and Pension Fund). The annual maximum limit for deferred compensation is the lesser of \$8,000 or 25% of taxable compensation. If you are interested, a representative will contact you.
- e. Payroll deduction is available for this prepaid tuition program (Ohio Tuition Trust Authority) offered by the State of Ohio, which encourages families to pay ahead by purchasing college tuition and fees today.

**Section B (Non-Mandatory Deductions)**

1. The Township is authorized by this contract to deduct an amount up to 100% of a bargaining unit employee's take home pay to be designated by the bargaining unit employee for deposit into the Community One Credit Union upon presentation of a written deduction authorization executed by the bargaining unit employee.
2. Any and all charges for making non-mandatory deductions will be borne by the bargaining unit employee.

**Section C (Authorization)**

1. Any deduction which requires a written authorization to be executed by the bargaining unit employee will be deducted from the bargaining unit employee's paycheck as soon as possible after it is submitted to and received by the Fiscal Officer's Office.
2. Any deductions which require a written authorization to be executed by the bargaining unit employee may be changed or canceled by the bargaining unit employee. To do so, the bargaining unit employee shall notify the Fiscal Officer's Office in writing as to the change or cancellation. The change or cancellation so requested shall be executed as soon as possible after it is received by the Fiscal Officer's Office.

**PROVISION 16: FAIR SHARE FEE**

**Section A (Union Membership Not Required)**

No employee shall be required to become a member of the Union as a condition for securing or retaining employment.

#### Section B (Fair Share Deduction)

1. Pursuant to the authority of Ohio Revised Code Section 4117.09(C), all employees within the bargaining unit who are not members in good standing with the Union shall be required to pay a Fair Share Fee.
2. Pursuant to the authority of Ohio Revised Code Section 4117.09(C), all new employees within the bargaining unit who do not become members of the Union shall be required to pay the Union a Fair Share Fee upon the completion of their probationary period.
3. The deduction of a Fair Share Fee by the Township 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 C (Amount of Fair Share Fee)

The Fair Share Fee shall not exceed periodic Union dues paid by members of the Union who are within the same bargaining unit.

#### Section D (Fair Share Certification)

The Fair Share Fees to be deducted shall be certified to the Township Fiscal Officer by the Union Representative in writing, at least twenty-eight (28) days prior to any payroll for which they are to be deducted. The certification shall occur at a minimum annually, and periodically as changes occur, and it shall minimally include the following information:

1. The certified amount of the Fair Share Fee to be deducted in accordance with this provision.
2. The list of non-member employees covered by the agreement and within the bargaining unit from which the Fair Share Fee shall be deducted.

#### Section E (Claims for Errors in Processing)

It is hereby agreed that neither the employees nor the Union shall have a claim against the Township for errors made in processing of deductions pursuant to this provision. If it is claimed that an error occurred, and it is made to the Township Fiscal Officer in writing within thirty (30) days after said claimed to have occurred, and the error is verified, it will be corrected as soon as possible.

#### Section F (Suspension of Fair Share Fee Deduction)

The Township shall be relieved from making deductions of Union dues or Fair Share Fees from any employee who during any pay period is:

1. Terminated from employment.
2. Promoted to a job other than one covered by the bargaining unit in this agreement.
3. Laid off from work.
4. On an unpaid Leave of Absence.
5. For any employee who meets the requirements of Section H of this provision, and who is determined by the State Employment Relations Board to be exempt from paying Fair Share Fee.

6. For any employee who during the pay period in which the Union Dues and/or Fair Share Fee is deducted shall have failed to receive sufficient wages equal to the Union Dues or Fair Share Fee deduction.

#### Section G (Fair Share Fee Rebate)

1. Any employee who has paid to the Union a Fair Share Fee may apply to the Union for a rebate for such expenditures.
2. The Union pledges to the Township that it shall prescribe, and shall maintain in force throughout the term of this Agreement, an internal rebate procedure to determine a rebate, if any, to non-member employees which conforms to Federal and State law as well as Ohio Revised Code Section 4117.09(C), and as that section is interpreted and developed by the State Employment Relations Board.
3. The internal rebate procedure shall provide for a rebate of expenditures in the support of partisan politics or ideological causes not germane to the work of the employee organization in the realm of collective bargaining.
4. It shall be the responsibility of the employee to obtain appropriate refund from the Union pursuant to the rebate procedure.
5. An employee who has applied to the Union for a rebate may challenge the Union's determination of the rebate within thirty (30) days of the date of the determination by filing a petition with the State Employment Relations Board.

#### Section H (Exemption from Fair Share Fee)

Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the Fair Share Fee, to pay an amount of money equal to such Fair Share Fee to a nonreligious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the Fair Share Fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanction as would nonpayment of dues under the applicable Collective Bargaining Agreement.

#### Section I (Fair Share Fee Disposition)

Once funds are remitted to the Union pursuant to this Provision, their disposition thereafter is the sole and exclusive obligation and responsibility of the Union.

**Section J (Township Indemnification)**

It is specifically agreed that the Township assumes no obligation, financial or otherwise, arising out of this provision. The Union hereby agrees that it shall indemnify and save the Township harmless from any and all claims, demands, actions, suits, or proceedings arising from the deduction of Union Dues and/or Fair Share Fees made by the Township pursuant to this Provision.

**PROVISION 17: HOLIDAYS**

**Section A (Holiday Dates)**

Holidays will be observed in accordance with the provisions set forth in Ohio Revised Code Section 511.10 and Ohio Revised Code Section 1.14. Actual dates will be determined and established by resolution of the Plain Township Board of Trustees.

Current holidays set forth by Ohio Revised 511.10 and Township Resolutions, subject to amendment by State Legislature are:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving
- Christmas Day (December 25)

**Section B (Holiday Pay)**

All Class I, Lieutenant, Captain, and Captain/Shift Commander full-time bargaining unit employees shall be paid eight (8) hours at the bargaining unit employee's regular hourly rate, and all Class II and Fire Safety Inspector employees shall be paid nine (9) hours at the bargaining unit employee's regular hourly rate, which shall be referred to as holiday pay, for each holiday established in accordance with Section A of this provision. In order to be eligible to receive holiday pay, when not working on the holiday, a bargaining unit employee must not have an incident of absence before and after the holiday. Incident of absence is defined in Provision 19, Section J(1).

**Section C (Holiday Premium Pay)**

1. Any full-time bargaining unit employee working a scheduled shift on a holiday established by Ohio Revised Code section 1.14 and resolution of this Board of Trustees, shall be paid one-and-one-half (1 ½) times his/her calculated hourly rate for the hours worked on said shift in addition to holiday pay.

2. Any full time bargaining unit employee working any overtime shift on a holiday established by the Ohio Revised Code section 1.14 and resolution of this Board of Trustees shall be paid two (2) times his/her calculated hourly rate for the hours worked on said shift in addition to holiday pay.
3. Holidays established pursuant to Section A of this provision shall commence for the purposes of Holiday Premium Pay at 7:00 a.m. and shall end the following day at 7:00 a.m.

### **PROVISION 18: VACATION/EDO**

#### **Section A**

Vacation/EDO credit as used in this provision shall be computed by subtracting the bargaining unit employee's anniversary date from January 1 beginning each calendar year.

#### **Section B (Vacation Entitlement)**

1. Firefighter/Paramedic Class Is, Lieutenants, Captains, and Captain/Shift Commanders
  - a. Firefighter/paramedics whose Vacation credit is less than twelve (12) months as of January 1 shall be entitled to a paid Vacation allowance of eight (8) hours for each four (4) full weeks worked in the first calendar year of his/her employment to a maximum of one-hundred-four (104) hours in the subsequent calendar year.
  - b. Firefighter/paramedics shall be entitled to five (5) twenty-four (24) hour days (120 hours total) vacation on January 1 immediately following their first year anniversary seniority vacation date.
  - c. Firefighter/paramedics and Lieutenants shall be entitled to seven (7) twenty-four (24) hour days (168 hours total) vacation on January 1 immediately following their fifth year anniversary seniority vacation date.
  - d. Firefighter/paramedics, Lieutenants, Captains, and Captain/Shift Commanders shall be entitled to ten (10) twenty-four (24) hour days (240 hours total) vacation on January 1 immediately following their tenth year anniversary seniority vacation date.
  - e. Firefighter/paramedics, Lieutenants, Captains, and Captain/Shift Commanders shall be entitled to twelve (12) twenty-four (24) hour days (288 hours total) vacation on January 1 immediately following their fifteenth year anniversary seniority vacation date.
  - f. Firefighter/paramedics, Lieutenants, Captains, and Captain/Shift Commanders shall be entitled to fourteen (14) twenty-four (24) hour days (336 hours total) vacation on January 1 immediately following their twentieth year anniversary seniority vacation date.
2. Firefighter/Paramedic Class II's and Fire Safety Inspectors
  - a. Firefighter/paramedics and Fire Safety Inspectors whose vacation credit is less than twelve (12) months as of January 1 shall be entitled to a paid vacation allowance of one (1) day for each five (5) full weeks worked in the first calendar year of his/her employment to a maximum of ten (10) days in the subsequent calendar year.

- b. Firefighter/paramedics and Fire Safety Inspectors shall be entitled to two (2) weeks vacation on January 1 immediately following their first year anniversary seniority vacation date.
- c. Firefighter/paramedics and Fire Safety Inspectors shall be entitled to three (3) weeks vacation on January 1 immediately following their fifth year anniversary seniority vacation date.
- d. Firefighter/paramedics and Fire Safety Inspectors shall be entitled to four (4) weeks vacation on January 1 immediately following their tenth year anniversary seniority vacation date.
- e. Firefighter/paramedics and Fire Safety Inspectors shall be entitled to five (5) weeks vacation on January 1 immediately following their fifteenth year anniversary seniority vacation date.
- f. Firefighter/paramedics and Fire Safety Inspectors shall be entitled to six (6) weeks vacation on January 1 immediately following their twentieth year anniversary seniority vacation date.

### Section C

Vacation/EDO entitlement shall be scheduled from January 1 to December 31 during the calendar year. Annual requests for Vacation/EDO scheduling are due by November 15 of the preceding year for which requests are being made.

### Section D (Scheduling Vacation/EDO Entitlement)

1. Bargaining unit employees may take all or any of their Vacation entitlement one day at a time or in twelve (12) hour increments.
2. Priority for scheduling Vacation/EDO entitlement submitted prior to November 15 of the preceding calendar year shall be determined by the bargaining unit employee's seniority as defined in Provision 9. The procedure for the selection process will be determined by the Union subsequent to the Plain Township Fire Department work and manpower requirements with all final decisions regarding scheduling of Vacation/EDO entitlement to be made by the Plain Township Fire Department Chief.
3. EDO schedule requests shall take priority over vacation entitlement and scheduled personal days prior to November 15.
4. Partial vacation schedule requests shall be 7:00 a.m. to 1900 or 1900 to 7:00 a.m. All hour increments shall be scheduled after all employees pick full days of vacation.
5. All bargaining unit employees' Vacation/EDO entitlement requests made after November 15 of the preceding calendar year shall be subject to those requests submitted prior to or on November 15 of the preceding calendar year, and shall be scheduled on a first-come-first-serve basis subject to the Plain Township Fire Department work and manpower requirements, with all final decisions regarding scheduling of Vacation/EDO entitlement to be made by the Plain Township Fire Department Chief.
6. Vacation/EDO schedules shall be posted on the appropriate bulletin board. Any changes in the Vacation/EDO schedule can only be made with the approval of the Plain Township Fire Department Chief or Designee.

7. Bargaining unit employees shall not use any combination of vacation entitlement, trade time, EDO entitlement, scheduled Personal Days or unscheduled personal leave that results in the bargaining unit employee being absent from work for greater than twenty-four (24) consecutive days in any one calendar year.

#### Section E

Bargaining unit employees must take their paid vacation entitlement in the calendar year in which it is earned. The bargaining unit employee's vacation entitlement will not be carried over into the next calendar year. Bargaining unit employees will be paid for up to forty eight (48) hours of vacation entitlement not used in a calendar year. An employee desiring to elect to receive pay in lieu of vacation shall notify the Fire Chief or his designee by December 31 of the year in which the employee would be entitled to take the vacation. The employer will pay the employee in the first pay cycle in January.

#### Section F

In the event of a bargaining unit employee's death, all of the unused vacation entitlement of that bargaining unit employee shall be paid to his/her estate.

#### Section G

Bargaining unit employees will not be paid for vacation entitlement not used in the calendar year in which it was earned.

### **PROVISION 19: SICK LEAVE**

#### Section A

1. Each bargaining unit employee will receive one-hundred-fifty-six (156) hours per calendar year with pay for any Sick Leave purpose set forth herein.
2. For the purposes of Sick Leave, the calendar year will be effective from January 1 and end on December 31. The sick leave bonus as defined in Sections A and B of this Provision will be paid on the first pay period in January.
3. Bargaining unit employees who are hired in the course of a Sick Leave calendar year shall receive thirteen (13) hours for each month remaining in the Sick Leave calendar year.
4. Sick Leave Bonus:
  - a. Class I, Lieutenant, Captain, and Captain/Shift Commander employees not using any sick time in a one (1) year period shall be entitled to a \$500.00 bonus. If twenty-four (24) hours or less are used the Class I, Lieutenant, Captain and Captain/Shift Commander employee shall be entitled to a \$250.00 bonus. If more than twenty-four (24) hours but no greater than forty-eight (48) hours are used the Class I, Lieutenant, Career Captain and Career Captain/Shift Commander employee shall be entitled to a \$150.00 bonus. For the purpose of Sick Leave Bonus calculation all items listed in Provision 19 J(1) shall not count against a member's Sick Leave Bonus.

- b. Class II or Fire Safety Inspector employees not using any sick time in a one (1) year period shall be entitled to a \$500.00 bonus. If one (1) day or less is used the Class II or Fire Safety Inspector employee shall be entitled to a \$250.00 bonus. If more than one (1) day but no greater than two (2) days are used the Class II or Fire Safety Inspector employee shall be entitled to a \$150.00 bonus. For the purpose of Sick Leave Bonus calculation all items listed in Provision 19 J(1) shall not count against a member's Sick Leave Bonus.

### Section B

No Sick Leave credits may be transferred to Plain Township from any previous employer.

### Section C

Sick Leave may be used for the following purposes:

1. Medical, dental, or optical examination or treatment, for special circumstances shown, for the:
  - Bargaining unit employee
  - Bargaining unit employee's spouse
  - Bargaining unit employee's child
  - Bargaining unit employee's parent or legal guardian
2. Illness, injury, or hospitalization of the:
  - Bargaining unit employee
  - Bargaining unit employee's spouse
  - Bargaining unit employee's child
  - Bargaining unit employee's parent or legal guardian
  - Illness and injury are hereby defined for the purpose of sick leave as disabling injury or an illness of such severity as to keep the employee (or the employee's spouse or child, as the case may be) confined at home, excluding office visits, therapy or other errands connected to said illness/injury (i.e. getting a prescription at the drug store). Any other activity away from home needs to be pre-approved by the Deputy Chief, Chief or the Township Administrator.
3. Funerals:
  - a. Bargaining unit employees may take Sick Leave for the death and funeral of the following persons, not to exceed the minimum hours necessary to allow a bargaining unit employee four (4) consecutive calendar days for funeral purposes, one of which must include the day of the funeral, unless a longer period is approved by the Department Head or Administrator:
    - Present spouse
    - Child
    - Father
    - Mother
    - Brother
    - Sister

- Step-father, step-mother, step-child, foster child, step-brother, or step-sister when they have lived with the bargaining unit employee in an immediate family relationship.
  - Legal guardian
- b. Bargaining unit employees may take Sick Leave not to exceed the minimum hours necessary to allow a bargaining unit employee one (1) calendar day for the death and funeral of the following persons, unless a longer period is approved by the Department Head and Administrator:
- Present son-in-law
  - Present daughter-in-law
  - Present father-in-law
  - Present mother-in-law
  - Present brother-in-law
  - Present sister-in-law
  - Grandparents
  - Present spouse's grandparents
  - Grandchild
  - Bargaining unit employee's aunt or uncle
- c. A bargaining unit employee will not receive Sick Leave pay used for funeral purposes unless:
- i. The bargaining unit employee has attended the funeral service during the period of absence.
  - ii. The bargaining unit employee would otherwise have been regularly scheduled and able to work such hours.
4. For any persons not listed as persons for whom Sick Leave for funeral purposes is permitted, leave without pay may be granted for funeral purposes at the discretion of the Department Head and the final approval of the Board of Trustees.

#### Section D

1. Sick Leave must be used/ taken in increments of fifteen (15) minutes. All bargaining unit employees shall declare when reporting off the time period for which they are reporting off.
2. A bargaining unit employee, having been absent for Sick Leave purpose, upon return shall apply for such benefit(s) and provide such proof as required by the Board.
3. A physician's statement, verifying the sickness or injury, must accompany the Sick Leave form in any case where the bargaining unit employee has been absent for more than two (2) consecutive working days.
4. The Board may, at its option and at its cost, require examination of the bargaining unit employee by a physician of its own selection.
5. Employees reporting off on sick leave shall be considered to be on sick leave until they report back to work or have followed Section E of this provision. Any other circumstances shall meet Section C (2) of this provision.

6. Employees shall not be eligible for scheduled or unscheduled overtime if they have not been reported back as defined in Section E of this provision.
7. Employees who request to attend continuing training requirements while on sick leave must:
  - a. Have prior approval by the Township Chief or his designee.
  - b. Have a physician's statement saying you are able to participate within that specific continuing training's physical requirements.
  - c. Fill out the appropriate documentation.
8. Overtime rate shall not be paid to anyone who is on sick leave, meets #7 (a-c) and does continuing training time on their regularly scheduled shift.

#### Section E (Report Back Policy)

1. When an individual is stricken with a short-term injury, illness, or family emergency that causes them to miss work and utilize sick time, they will be considered ineligible for overtime until they report back for a regularly scheduled shift or follow this policy.
2. If an individual is off work for a short period of time and they wish to make themselves available for scheduled or unscheduled overtime they must notify the on duty Shift Commander by calling their phone (Battalion cell phone). The Shift Commander will make a notation of the individual reporting back to work so that they can be considered for any overtime that may develop as a result of unscheduled personal time (USPL), injury, call-offs, or for scheduled overtime (long-term illness or injury, scheduled or unscheduled personal time, personal day, or Fire Prevention Programs).
3. The Shift Commander will make a notation of the individual reporting back to work so that they can be considered for any overtime that may develop as a result of unscheduled personal time (USPL), injury, call-offs, or for scheduled overtime (long-term illness or injury, scheduled or unscheduled personal time, personal day, or fire prevention programs).
4. Any individual who is scheduled to work a special event (example: Fire Prevention Program) or prescheduled overtime and has to miss work prior to this event shall follow this procedure or they will be considered ineligible to attend due to call-off.

#### Section F

There will be no maximum hours for accumulated sick time.

#### Section G

Sick Leave payments shall be reduced by the amount of any payments which supplement wages paid by any insurance coverage provided by Plain Township.

#### Section H

1. Any bargaining unit employee found to be claiming Sick Leave without valid cause, upon determination by the Board, shall forfeit all Sick Leave credits for the calendar year in which the improper claim was made.
2. Abuse of Sick Leave shall be grounds for disciplinary action, up to and including dismissal.

### Section I

1. Upon the retirement of a bargaining unit employee who has ten (10) or more years of service with Plain Township, the State of Ohio, or other political subdivisions within the State of Ohio, said bargaining unit employee is entitled to be paid for twenty-five percent (25%) of the total accumulated sick leave. Said payment will be made in a separate pay voucher, based upon the firefighter/paramedic's rate of pay at the time he/she retires.
2. Upon the death of a bargaining unit employee, thirty-three percent (33%) of the total accumulated sick leave will be paid to the bargaining unit employee's estate. Said payment will be based upon the bargaining unit employee's rate of pay at the time of his/her death.
3. Upon the death of a bargaining unit employee in the line of duty, one hundred percent (100%) of the total accumulated sick leave will be paid to the bargaining unit employee's estate. Said payment will be based upon the bargaining unit employee's rate of pay at the time of his/her death.

### Section J

1. An incident of absence is any day or portion of a day, four (4) hours or more, that an employee is not at work other than an Unscheduled Personal Day, Scheduled Personal Day, Vacation, Jury Duty, Court Appearance, approved Leave of Absence, Injury Leave, pre-approved Union time, Family Medical Leave, Funeral Leave, or an EDO. Consecutive days of absence for the same reason shall be counted as one (1) incident.
2. Upon the fifth incident of absenteeism within a twelve (12) month period, the Fire Chief/designee will counsel the employee and document the session.
3. Upon the sixth incident of absenteeism within a twelve (12) month period, the Fire Chief/designee will issue a verbal warning to the employee and document the incident.
4. Upon the seventh incident of absenteeism within a twelve (12) month period, the Fire Chief/designee will issue a written warning.
5. Upon the eighth incident of absenteeism within a twelve (12) month period, the incident will be treated as a violation of a Group III Offense under the patterned absence policy.
6. Any further incidents of absenteeism within a twelve (12) month period will result in additional disciplinary action, up to and including termination.
7. The time period for which incidents of absenteeism shall be considered for future discipline is a twelve (12) month rolling period, provided that there are no intervening incidents of absenteeism. Intervening incidents of absenteeism will keep active incidents more than twelve (12) months old. Once an employee completes a period of twelve (12) months incident free, older incidents will cease to be considered in the progressive discipline process.
8. The Fire Chief/designee will proceed through each step of the disciplinary process automatically. Mitigating circumstances will only be considered by the Township when the problem has progressed beyond the eighth (8<sup>th</sup>) incident.
9. Pattern Abuse shall constitute grounds for discipline. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequent or pattern of absence contiguous with or related to Holidays, Weekends, EDOs, Vacation Days, Personal Days,

any one specific day of the week, absence following overtime worked, or regular usage of available sick leave.

#### Section K

It is the intent of the Plain Township Board of Trustees to have a better, well-defined definition of Sick Leave, Provision 19, Section J. The Board of Trustees Intent Statement of how Section J will work is as follows:

1. When an "incident" for an employee occurs in Section J, such incident shall count for duration of twelve (12) calendar months from the date of the incident.
2. Once the twelve (12) calendar months have passed, the incident shall no longer apply in Section J.
3. Under no circumstances shall an incident apply in Section J for more than twelve (12) calendar months.
  - a. For example: If an employee currently has four (4) incidents and one of the four (4) incidents occurred twelve (12) months ago, the employee would drop down to three (3) current incidents. If this employee would go without an incident for a period of twelve (12) months, he would not have any current incidents.

#### Section L (Sick Leave Donation)

1. To receive donated sick leave, an employee must meet the following criteria to be eligible:
  - a. The employee must be suffering from a serious illness or injury causing an extended absence from work, or whose spouse or minor child is suffering from the same, or in the event of their death.
  - b. The employee must have depleted or, with the use of remaining sick leave hours, will deplete his or her total available sick leave.
  - c. The employee must not have any documented sick leave abuse during the previous three years.
2. The employee who elects to donate sick leave recognizes and agrees that the donated leave shall be deducted from his/her accrued sick leave account and shall not be refunded.
3. The donation of sick leave shall not be considered an incident of absence or count against an employee's sick leave bonus.
4. An employee with a sick leave balance of less than seven-hundred-eighty (780) hours may donate up to one-hundred-fifty-six (156) hours per year. An employee with a sick leave balance of seven-hundred-eighty (780) hours or more may donate up to three-hundred-twelve (312) hours per year.
5. Sick leave must be donated in one (1) hour increments.
6. An employee may receive up to seven-hundred-eighty (780) hours per year in donated sick time as long as the other requirements of this section have been met. The "year" reference herein shall be computed by using the first date an employee receives and/ or uses any donated sick time as the first day in this "year".
7. A request for sick leave donation shall be submitted to the Fire Chief in writing on a form prescribed to and agreed upon by parties to this contract, and shall be accompanied by

documentation verifying the need for leave, including the time period during which the employee can reasonably be expected to be absent from work.

8. All other requirements in Provision 19 for the use of sick leave must be followed when using donated sick leave.
9. The donated sick leave will be converted to a dollar amount based on the hourly salary of the person donating the leave. This amount will then be converted back to hours based on the hourly salary of the person receiving the leave.

## **PROVISION 20: INJURY LEAVE**

### **Section A**

The Plain Township Trustees shall pay to any employee who may be injured or disabled while in the discharge of his official duties and/or in the course and scope of his employment with Plain Township, his full regular salary from the date of the injury or disability for the duration of the disability up to seven-hundred-twenty (720) hours provided that such injury or disability occurs while the employee is in the course and scope of his employment and is on duty. In order to be considered in the course and scope of an employee's employment, on active duty, and engaged in a work related activity, the employee must be engaged in employment related activities that are beneficial to the Township and considered part of that employee's job responsibilities. Plain Township will not pay for any injury or disability sustained while the employee is engaged in activities outside of his job description including, but not limited to, "horse play" and other extracurricular activities not a part of that employee's job responsibilities.

Such seven-hundred-twenty (720) hours shall be extended for a period equal to any administrative delays incurred between the Township and the Bureau of Workers' Compensation. Any such extension is subject to the seven-hundred-twenty (720) hours limitation that an employee is entitled to receive Injury Leave under the terms of this Section.

Such injured or disabled employee shall perform some other service other than his regular duties if he is physically able. If a physician states the employee is unable to fulfill his/her normally scheduled work hours, the employee will continue to receive his/her regular salary. The Administrator is authorized to provide such other opportunity for service whenever it is possible to do so. In no event, however, shall the salary paid for such other service, together with the salary allowed under this section for disability, exceed the full regular salary such employee was receiving at the time such injury, disability, or occupational disease, as determined by the Ohio Industrial Commission (OIC), occurred. In the event that an individual employee is not physically able to perform any duty for the Township, it is agreed by the parties that he/she cannot be employed or perform duties for any other employer. Should an employee receiving injury pay be found to be engaging in work for another employer, all injury payments will cease and the employee will reimburse the Township for any payments disbursed under this article through any available means available, including the forfeiture of

accrued leave. In the event the individual employee is injured or disabled as provided in this section, there shall be no reduction from that individual employee's Sick Leave.

#### Section B

In order to be eligible for injury leave, the employee in a timely fashion shall notify the Township or its designee of his intent to utilize the injury policy and, secondly, the employee must file a claim with the Ohio Industrial Commission (OIC). The parties agree that the decision of the, OIC concerning whether an injury is work related shall be controlling, provided that it meets the standards of Section A above.

In the event the Township commences Injury Leave payments to an employee prior to a determination by the OIC and it is later determined by the OIC that the injury is not work related and therefore ineligible for Injury Leave pay, the employee's unused Sick Leave will be charged against any Injury Leave payments made. In the event the Injury Leave payments may exceed available unused Sick Leave, the employee agrees to reimburse the Township for the difference immediately.

The employee also agrees to assign any temporary total payments awarded by the OIC to the Township. The employee must execute this assignment on a form provided by the Township, at the same time the Workers' Compensation claim is filed.

#### Section C

Any employee who is paid monthly injury or disability pay shall furnish medical reports to the Administrator regarding the status of the injury or disability. The Administrator shall forward the name of the injured or disabled employee, together with his evaluation of the extent and nature of each employee's status, to the Trustees, Fiscal Officer and Law Director on a monthly basis. The report shall state that the employee is unable to perform his/her current duty or any other duty assigned to him/her. Failure to provide a report in a timely fashion shall automatically terminate Injury Leave payments.

#### Section D

When or in the event such employee becomes entitled to receive benefits or payments from the Police and Firemen's Disability and Pension Fund, the provisions of this section shall not be effective or operative.

#### Section E

The Township shall implement procedures for applying for funding for Injury Leave benefits; the members of the bargaining unit shall adhere to and follow the procedures in order to receive Injury Leave benefits. The Township will maintain payments to the Police and Fire Disability Fund, and all fringe benefits.

Section F

If an employee is on Injury Leave during his/her pre-scheduled vacation and returns to duty within the same calendar year, the Township will reschedule the remaining vacation time within the remainder of that year.

If an employee is on Injury Leave during vacation and will not return to duty within the same calendar year, he/she will be assigned the balance of his/her vacation at the end of the calendar year and his/her Injury Leave will be extended into the next year by the same amount of work days as the rescheduled vacation.

**PROVISION 21: MEDICAL LEAVE OF ABSENCE**

Section A

All bargaining unit employees shall be granted leaves of absence without pay for up to nine (9) months for any legitimate medical reason.

Section B

A bargaining unit employee on a medical leave of absence shall not participate in the Ohio Police and Fire Pension or receive vacation eligibility or paid holidays during their leave of absence.

Section C

The Plain Township Board of Trustees agrees to continue insurance coverage during the bargaining unit employee's Medical Leave of Absence conditioned upon the bargaining unit employee making full payments when due for same.

Section D

1. All bargaining unit employees returning from Medical Leave of Absence shall obtain a medical release for work from the bargaining unit employee's physician.
2. The Plain Township Board of Trustees may, at its option, require a bargaining unit employee returning from Medical Leave of Absence to be additionally examined by a physician chosen by the Board of Trustees, at the cost to the Board of Trustees, to obtain an additional medical release for work.

**PROVISION 22: MILITARY LEAVE**

Section A

Any bargaining unit employee who voluntarily enters or who is drafted under the provisions of the Selective Service Act into the military or naval service of the United States shall be granted a leave of absence. Upon the bargaining unit employee's discharge from such service, in accordance with the provisions of Ohio Revised Code Section 5903.03 he/she shall be reinstated to his/her former job classification. Such bargaining unit employee shall also receive any other rights and privileges granted by Federal or State Law.

## Section B

1. In accordance with Ohio Revised Code Section 5903.061, any bargaining unit employee who, as a reserve member of the armed forces of the United States, is called upon to receive temporary military training or render temporary military service, shall be entitled to an unpaid leave of absence, not to exceed fifteen (15) days in any one (1) calendar year.
2. Such leave of absence is preconditioned upon the requirement that such bargaining unit employee provide the Plain Township Board of Trustees with evidence of the dates of departure and return at least sixty (60) days prior to his/her departure for such leave of absence and evidence of satisfactory completion of such leave of absence.
3. The bargaining unit employee shall be restored to his/her previous position with the same status, pay and seniority upon return from such leave of absence.
4. Such leave of absence shall not affect the bargaining unit employee's right to vacation leave, sick leave, or other normal benefits of his/her employment.

## Section C

In accordance with Ohio Revised Code Section 5923.05, any bargaining unit employee who is a member of the Ohio National Guard, the Ohio defense Corps, the Ohio Naval Militia, or member of other reserve components of the armed forces of the United States is entitled to a paid leave of absence for such time as he/she is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year. Such bargaining unit employee shall also receive any other rights and privileges granted by federal or state law.

## **PROVISION 23: PERSONAL LEAVE**

Personal leave time is considered hours used for spontaneous situations not covered by any other provision of the labor agreement.

1. Bargaining unit employees shall receive twenty-four (24) hours of unscheduled personal leave each calendar year. Personal leave time is not cumulative from year to year and is subject to the following restrictions concerning usage:
  - a. Unscheduled Personal Leave shall be taken in an initial minimum of two (2) hours increments fifteen (15) minutes thereafter..
  - b. Only one bargaining unit member may be off at any given time on unscheduled personal leave during a shift.
  - c. Unscheduled personal leave time may not be used on scheduled holidays.
  - d. Up to twelve (12) hours may be used for unforeseen emergencies and up to twelve (12) hours may be used for spontaneous non-emergencies.
2. A bargaining unit employee with more than ten (10) years of full-time service shall receive an additional twenty-four (24) hours of personal leave time, in addition to that specified in Section 1. The usage of that time shall be scheduled. In addition, the usage of that time shall not create any overtime.
3. Scheduling of personal days will be on a first-come-first-serve basis.

4. Usage of personal days or unscheduled personal leave shall not be counted against the bargaining unit employee's "Sick Leave Bonus."

#### **PROVISION 24: JURY DUTY AND SUBPOENAED WITNESS**

##### **Section A**

1. Any bargaining unit employee who is summoned for jury service or is subpoenaed as a witness into a court of law shall not be required to report for work during the time the bargaining unit employee's presence is required for either of those reasons.
2. Any bargaining unit employee who is summoned for jury service or is subpoenaed as a witness into a court of law shall not be unreasonably required to report for work that particular day.

##### **Section B (Jury Duty)**

1. The bargaining unit employee shall be paid at his/her regular hourly rate for any regularly scheduled hours of work missed as a result of being summoned for jury service.
2. All regularly scheduled hours of work missed as a result of being summoned for jury service will be considered hours worked for the purposes of the Fair Labor Standards Act.

##### **Section C (Subpoenaed Witness: Arising from Employment but Not for Benefit of Plain Twp)**

1. The bargaining unit employee shall be paid at his/her regular hourly rate for any regularly scheduled hours of work missed as a result of being subpoenaed as a witness into a court of law which arises directly from his/her employment as a bargaining unit employee.
2. All regularly scheduled hours of work missed as a result of being subpoenaed as a witness into a court of law pursuant to this section shall be considered hours worked for the purposes of the Fair Labor Standards Act.
3. The bargaining unit employee shall be paid at his/her regular hourly rate for any hours spent in court testifying as a result of being subpoenaed into a court of law during non-scheduled working hours which arises from his/her employment as a bargaining unit employee pursuant to this section.
4. All hours spent in court testifying as a result of being subpoenaed into a court of law during non-scheduled working hours arising directly from his/her employment as a bargaining unit employee pursuant to this section shall be considered hours worked for the purposes of the Fair Labor Standards Act.

##### **Section D (Subpoenaed Witness: For the Benefit of Plain Twp)**

1. Any hours spent in court for the benefit of Plain Township as a result of being subpoenaed in to the court shall be considered hours worked for the purposes of the Fair Labor Standards Act and shall be paid accordingly.
2. In addition, any expenses which are incurred pursuant to this section, including but not limited to travel expenses (mileage allotment or use of a Plain Township vehicle), meal allowance, and lodging expenses if required, will be paid by Plain Township subject to submission of proof and/or receipts as required by the Plain Township Board of Trustees.

### Section E

As a PRECONDITION for payment and/or benefits pursuant to Sections B, C, or D above, each bargaining unit employee WILL BE REQUIRED to:

1. Submit proof of jury service or being subpoenaed into a court of law.
2. Tender the amount of fees or payment received for jury service or appearance as a subpoenaed witness into a court of law.
3. Notify the Fire Chief, and the Deputy Fire Chief, AS SOON AS POSSIBLE after the employee is notified that a court appearance is required. The employee shall also regularly notify the Chief and Deputy Chief as to the progress of the proceedings.

## **PROVISION 25: SAFETY EQUIPMENT**

### Section A

The provision for safety equipment shall be five-hundred dollars (\$500.00) per year. The Township will provide and maintain safety equipment, including but not limited to: Bunker Pants, Turnout Coat, Helmet, Boots, Gloves and Thermal Hood. New hires and newly promoted employees will be provided with an additional two-hundred-and-fifty dollars (\$250.00), in their year of hire or promotion, for safety equipment.

### Section B

The Plain Township Board of Trustees agrees to provide equipment required by firefighter/paramedics to safely perform their duties, the determination as to what equipment is required to be within the absolute discretion and authority of the Plain Township Fire Department Chief.

### Section C

The Plain Township Board of Trustees agrees to replace all equipment provided pursuant to Section A of this provision when it is determined that its no longer fit for its intended purpose.

### Section D

All equipment provided pursuant to Section A of this provision shall meet or exceed Industrial Commission of Ohio standards applicable at the time of purchase.

### Section E

Prospective purchases, not covered by the safety equipment policy, must be submitted to, approved by, and ultimately ordered and purchased through the Plain Township Fire Department Chief.

### Section F

Any unexpended amount of safety equipment entitlement not used and remaining at the end of each year for any bargaining unit employee will not be carried over into the next calendar year, and will be forfeited.

Section G

Each bargaining unit employee shall receive a Class A uniform purchased by the Township initially. Upon an annual inspection of each Class A uniform, the bargaining unit employee shall be required to replace from their uniform allowance any article of the Class A uniform that no longer fits.

Section H

Upon retirement from the fire service, the Plain Township Board of Trustees will provide each bargaining unit employee with his helmet and Class A badge in recognition of service.

Section I: (Approved Safety Equipment)

1. All bargaining unit employees are permitted to obtain safety equipment items from their uniform entitlement for any of the items listed below in #6, based on the current costs set forth by the uniform liaison.
2. Quantities for individuals of any item or items should be based on the member having an inventory of uniform clothing that is necessary for each individual to maintain a neat, well-groomed image and provide comfort at all times.
3. All members shall be required to maintain their safety equipment in good order at all times. Items unkempt and in disrepair shall not be used as a uniform component and must be replaced with the uniform entitlement.
4. Any items not purchased by the Plain Township Fire Department or not purchased from the pre-approved list shall not be worn while on duty without prior authorization.
5. Any member wanting more than two (2) pairs of boots and/or shoes in a calendar year, or a pair not on the pre-approved list below, must get approval from the fire chief before the purchase.
6. Pre-approved uniform items include the following unless specific items become unavailable, obsolete or any other items are added. The intent is to be able to provide similar or better items.

- |    |                                      |
|----|--------------------------------------|
| a. | Pants- current issue (s)             |
| b. | Flex Cap            Stock 1          |
| c. | Adjustable Cap Stock 2               |
| d. | Mesh Cap        Stock 3              |
| e. | Stocking Cap    Stock 4              |
| f. | "T" Shirt        Stock 5             |
| g. | Long Sleeve "T" Stock 6              |
| h. | Sweatshirt      Stock 7              |
| i. | Quarter Zip Sweatshirt Stock 8       |
| j. | Hooded Sweatshirt    Stock 9         |
| k. | Uniform Shirt – current issue (s)    |
| l. | Belt – current issue (s)             |
| m. | Tie                Stock 10          |
| n. | White "Crewneck T" Shirt    Stock 12 |

- o. Class A Pant – Fecheimer 38200
- p. Class A Shirt – Long Sleeve Flying Cross  
Poplin
- q. Class A Jacket - Fecheimer 38211
- r. Class A Hat – Hankins Bell
- s. Jacket Badge – Class A B 1009
- t. Hat Badge – Class A – 13484
- u. Nameplate – A7239
- v. Class C Badge – B329
- w. Shoes and/ or boots to be black and  
polishable

**PROVISION 26: TRADE TIME**

**Section A**

Trade time or the practice of one firefighter/paramedic voluntarily substituting for another, will be permitted, provided the following preconditions are met:

1. Request must be made in writing using the prescribed form; AND
2. All trades must be scheduled three (3) days in advance, except in emergency conditions and/or special circumstances as approved by the Fire Chief/designee; AND
3. All trades must be approved by the Fire Chief/designee.
4. All trade requests shall include: date and time of trade, name of person trading in, date and time of payback, specific reason for trade, and the total hours traded for the year.

**Section B**

Whether one or all of the preconditions as set forth in the preceding section are met is within the absolute and exclusive discretion of the Plain Township Board of Trustees, and any determination made there under is not subject to the grievance procedure.

**Section C**

All probationary employees are eligible to trade time ninety (90) days subsequent to their operational certification by the State of Ohio for Firefighter and Paramedic status.

**Section D**

Any employee working the holiday during a trade day will receive the premium pay.

**Section E**

Any employee accepting a trade and subsequently calling off for sick leave, funeral leave or family medical leave on the day or days they agreed to work will be charged for sick leave hours for the day or days they agreed to work. Any employee accepting a trade and subsequently off for injury leave on the day or days they agreed to work will be charged for the injury leave hours for the day or days they agreed to work.

### Section F (Shift Trade Policy)

1. All approved trade hours shall not exceed two-hundred-eighty-eight (288) hours initiated trade hours of a Captain, Captain/Shift Commander, Lieutenant or Firefighter/Paramedic's regularly scheduled shift. Trade time cannot be used by an employee to take time off that exceeds twenty-four (24) consecutive calendar days without the approval of the Chief. Further, a trade may not be used where an employee would work more than seventy-two (72) consecutive hours without a twenty-four (24) consecutive hour break; provided, however, that if the employee is then forced to miss an overtime assignment, the missing of said overtime opportunity will not be counted against said employee.
2. Any trade requests that exceed the hours in Section F(1) above may be granted for emergency purpose only.
3. Any trade payback day owed by an employee who cannot work it because they are on suspension, have retired, or have been terminated shall be the responsibility of the employee whose regular shift it is to work it.
4. A trade for the benefit of the Plain Township Fire Department, once approved, will not count against any of the hour limitations established in this policy.
5. Captain/Shift Commanders may trade with Captain/Shift Commanders, Captains, or Firefighter/Paramedics as long as there is a Captain scheduled for that day. If there is not a Captain scheduled for that day, then a Captain/Shift Commander must trade with another Captain/Shift Commander or Captain.
6. A Captain may trade with a Captain/Shift Commanders, another Captain, or Firefighter/Paramedics as long as there is a Captain/Shift Commander scheduled for that day.
7. A Captain can only trade with another Captain or Captain/Shift Commander if they are assuming the Captain/Shift Commander's position on the day of the trade.

### Section G (Casual Trades)

1. The purpose of this section will be to provide short-term coverage for personnel that could occur at or near shift change.
2. This shall be a gentlemen's agreement between staff to allow for coverage in the event that short term coverage is needed. Coverage shall be for no more than one (1) hour.
3. All events shall be logged into Fire House and the Shift Commander shall be verbally notified prior to the trade of the coverage.
4. Individuals will decide if repayment will or will not be made.
5. In no way shall this provision be utilized for regular occurrences.
6. The Union agrees this will not be a grievable issue.

## **PROVISION 27: TRAINING/EDUCATION TIME**

### **Section A**

All Firefighter/Paramedics, Lieutenants, Captains, and Captain/Shift Commanders shall have ninety (90) hours of training or recertification overtime per year, consistent with the current training overtime provision for EMS, Township training, education classes, FD functions, FPB programs, etc.

Training or re-certification classes could include, but not be limited to EMS, water, rope, hazmat, water shuttle, engine company operations, extrication and rescue, and ladder operations.

#### **1. Paramedic Recertification:**

- a. Each member shall do no less than thirty (30) hours per calendar year of paramedic continuing education including having a current ACLS certification.
- b. The Employer agrees to provide at least ten (10) hours per year of on-duty paramedic recertification Continuing Education.
- c. The employer shall pay for a maximum of 20 hours of paramedic recertification overtime per year, unless additional hours are approved by the Fire Chief or designee. Additional hours will fall under Section A(4) of this provision.
- d. Criteria for online paramedic continuing education for bargaining unit members.
  - i. **Must be a Township pre-approved vendor.**
  - ii. **Must have full accreditation with the State of Ohio or be approved by CECBEMS.**
  - iii. **Must be able to provide proof of certificate with your name, subject of the class, and hours credited.**
  - iv. **Criteria for pay:**
    - **Must complete our standard C.E. Form**
    - **Must submit a copy of certificate with your name, date, topic, and hours of C.E. awarded, the name and accreditation number of agency.**
- e. **Prior approval under this category is not needed provided the class or training has received Stark County Paramedic Advisory Board and/or State of Ohio EMS Advisory Board approval and there are sufficient hours available based on 1-b above.**

#### **2. Fire and Rescue Training and Public Relations:**

Up to sixty (60) hours will be granted to any fire or rescue-related class including Battalion training with prior approval. This will include any online curriculum preapproved by the Fire Chief or his designee. Any sessions that receive paramedic or EMT continuing education certification must be applied to Section A(1).

3. Special Training Allowances:

- a. All Stark County hazardous materials response team members shall receive an additional twenty-four (24) hours of training overtime for any subject approved by the SCHMRT control office to maintain annual requirements.
  - b. All pre-approved CPR instructors shall receive an additional twenty-four (24) hours of training overtime for teaching CPR and/or first aid classes sanctioned by the Plain Township Fire Department.
  - c. The fire safety inspector shall receive an additional twenty-four (24) hours of training overtime for doing tours, classes, or other approved public safety education related activities.
4. Any fire training other than Official Township training sessions such as fire schools, rescue classes, and EMS-related classes not pre-approved by the State of Ohio criteria must be approved by the Fire Chief or his designee before attendance if overtime will be requested.
5. All totals shall be kept for your review by the Deputy Chief; all approved training time must be requested on the current training and continuing education form.

Section B

All continuing training requirements, as set forth above, shall count as hours worked for the purposes of computing overtime.

Section C

Application for payment pursuant to this provision shall be:

1. Made only for the enumerated continuing training requirements set forth above.
2. Made within one (1) week of taking/attending applicable continuing training.
3. Must be made on the form supplied by the Township for same.
4. Made only upon proof of attendance and, if applicable, proof of passing applicable continuing training from the instructor.

Section D

The Fire Safety Inspector/EMT shall have forty-eight (48) hours for continuing training requirements consistent with the current training overtime provision, as well as additional hours outlined in the current training overtime provision as special training allowances.

### Section E

This section is for the reimbursement of tuition for a bargaining unit member. Tuition reimbursement will be for job related courses and/or job related degree programs. It will be the responsibility of the bargaining unit member to present course or degree program information to the department head for reimbursement approval prior to classes beginning. Tuition reimbursement will be granted not to exceed the amount of \$1,000.00 per year. (January – December)

Tuition reimbursement will be paid back at the following percentage rates:

A – 100%

B – 90%

C – 80%

D, F or withdrawal from course – no reimbursement

It will be the bargaining unit members responsibility to provide written proof of course or degree completion within ten (10) working days of receipt of course grade.

Any employee who terminates their own employment within two (2) years after being reimbursed must pay the township back the full amount reimbursed to them within the two (2) year period. An agreement must be signed before any tuition reimbursement is approved.

### Section F (Training Education Time)

The Employer shall comply with the standards set forth by Stark County Protocol Advisory Board and/or the State of Ohio EMS Advisory Board, including those continuing education hours earned for the allotted time in the current training overtime provision, so long as, where prior approval is needed, it is submitted in writing to the Fire Chief or designee, and approved by the Fire Chief or designee in advance of such training.

## **PROVISION 28: INSURANCE**

### Section A (Traditional Health Care)

1. The Plain Township Board of Trustees shall continue to provide to the union, the same benefits that are provided to all Township non-bargaining employees.
2. If the existing coverage which is in effect on the date of adoption of this section by resolution is cancelled, non-renewed or otherwise become unavailable, the Plain Township Board of Trustees shall continue to offer the same package of benefits offered to any non-bargaining employee.
3. In the event unilateral changes in insurance coverage are imposed upon or made by the Plain Township Board of Trustees responsibility is limited to timely communication of the occurrence of said changes to members of the bargaining unit accompanied by an explanation of the effect(s) on members of the bargaining unit.
4. At all times the health care benefits package offered to Non Bargaining Employees shall be the same as that offered to the Union.

**Section B (Other Insurance Coverage)**

1. The Plain Township Board of Trustees may continue to provide the existing dental, vision, life, cancer, and disability insurance coverage which is in effect on the date of signing this agreement.
2. If the existing coverage which is in effect on the date of signing this agreement is cancelled, non-renewed, or otherwise becomes unavailable, the Plain Township Board of Trustees may substitute a comparable or better insurance coverage.

**Section C (Laser Eye Surgery)**

Full time employees will be eligible for coverage of Laser Assisted Insitu Keratomileusis (LASIK eye surgery procedures):

1. Plain Township will pay eighty percent (80%) after deductible for Network Providers and eighty percent (80%) UCR after deductible for Non-Network Providers. Benefits are limited to five-hundred dollars (\$500) per eye.
2. Payment for the above-mentioned refractive surgery procedure will be made once per lifetime.
3. Enhancement procedures, additional corrective surgeries, or other procedures relating to or resulting from the initial refractive eye surgery are excluded.
4. The employee's diagnosis must meet the medical necessity standard for refractive eye surgery as established by the Medical Review Institute of America and any applicable FDA guidelines.

**Section D (Alternative and/or Better Insurance Coverage)**

Nothing in this section prohibits the Plain Township Board of Trustees from providing better insurance coverage and/or to provide alternative insurance coverage at the employer's option.

**Section E (Insurer Changes in Terms)**

In the event unilateral changes in insurance coverage are imposed upon or made by the Plain Township Board of Trustees, and in turn imposed on members of the bargaining unit, the Plain Township Board of Trustees' responsibility is limited to timely communicating and occurrence of said changes to members of the bargaining unit accompanied by an explanation of their effort(s) on members of the bargaining unit.

**PROVISION 29: WORKERS' COMPENSATION**

The Plain Township Board of Trustees will continue to meet the obligations imposed by Ohio Revised Code Section 4123.01 et. seq.

**PROVISION 30: RETIREMENT AND DISABILITY**

**Section A**

1. Pursuant to the provisions of Ohio Revised Code Sections 742.01 et. seq. each eligible employee will be required to become members of the Police and Firemen's Disability and Pension Fund.
2. Pursuant to Ohio Revised Code Section 742.31 each Fire Safety Inspector, Class II Firefighter/Paramedic, Class I Firefighter/Paramedic, Lieutenant, Captain and Captain Shift Commander will be required to contribute to the Police and Firemen's Disability and Pension Fund, and said contribution will be automatically deducted from the Fire Safety Inspector, Class II Firefighter/Paramedic, Class I Firefighter/Paramedic, Lieutenant, Captain and Captain Shift Commander's paycheck.

**Section B**

The Plain Township Board of Trustees will continue to meet all its obligations as set forth in Ohio Revised Code Sections 742.01 et. seq., specifically including but not limited to contributions to the Police and Firemen's Disability and Pension fund as required by Ohio Revised Code Section 742.34.

**PROVISION 31: WORK RULES**

**Section A**

The Union recognizes that the Township and/or its designee(s), under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the employees' services and programs.

**Section B**

Prior to implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit, the Township and/or its designee(s) shall offer to meet with the Union to discuss said work rule, regulation, policy or procedure.

**Section C**

Prior to implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit, the Township and/or its designee(s) shall post a copy for a period of five (5) working days and forward a copy of the Union.

**Section D**

The Township recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that modify or which are in violation of any expressed terms or provisions of this Agreement.

Section E

The Township shall provide employees and the Union with copies of the work rules, regulations, policies and procedures, and changes thereto.

Section F

1. The reasonableness of work rules, regulations, policies and procedures promulgated by the Township and/or its designee(s) are NOT subject to the grievance procedure, UNLESS disciplinary action for which suspension, termination, or demotion has been proposed involving given work rules, regulations, policies and procedures, in which case the affected employee may challenge the reasonableness of said work rules, regulations, policies and procedures.
2. The Union and/or employees reserve the right to grieve work rules, regulations, policies and procedures which modify or violate this Agreement.

**PROVISION 32: REMOVAL OF FIREFIGHTER/PARAMEDIC, FIRE SAFETY INSPECTOR, LIEUTENANT, CAPTAINS, AND CAPTAINS/SHIFT COMMANDERS**

Removal of certified firefighters from their position with the Plain Township Fire District Department shall be done in compliance with Ohio Revised Code Section 505.38 and Ohio Revised Code Sections 733.35 to 733.39, as well as any other applicable Federal or State Laws.

## **PROVISION 33: CONTRACT DISPUTE SETTLEMENT**

### **Section A (Grievance Procedure)**

#### **1. General Policy:**

- a. Each Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, and Captain/Shift Commander within the bargaining unit shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.
- b. Each Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, and Captain/Shift Commander within the bargaining unit shall have the right to be represented by a Plain Township Professional Firefighters Association representative and/or his/her attorney at all stages of the Grievance Procedure, except at Step 1.
- c. It is the intent and purpose of the parties to this contract that all grievances shall be settled, if possible, at the lowest step of this procedure.

#### **2. For the purposes of this provision the terms are defined as follows:**

- a. **Grievance**: A "grievance" shall be defined as and limited to a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this agreement.
- b. **Grievant**: A "grievant" shall be defined as any Firefighter/ Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander or groups of Firefighter/Paramedics, Fire Safety Inspectors, Lieutenant, Captains, and Captain/Shift Commanders within the bargaining unit.
- c. **Party in Interest**: A "party in interest" shall be defined as any Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander of the employer named in the grievance who is not a grievant.
- d. **Business Day**: A "business day" as used in this procedure for computing time shall mean week days, excluding holidays, Saturdays and Sundays.

#### **3. Requirements for Filing and Decisions - The following requirements shall apply to the administration of all grievances filed under this provision:**

- a. All grievances shall include the name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The requirement does not apply at Step 1.
- b. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative, if any. This requirement does not apply at Step 1.
- c. If a grievance affects a group of Firefighter/Paramedics, Fire Safety Inspectors, Lieutenants, Captains, or Captain/Shift Commanders within the bargaining unit

working in different locations, with different principals, or associated with an employer-wide controversy, it may be initially submitted at Step 3.

- d. The grievant may choose a Plain Township Professional Firefighters Association representative and/or his/her attorney to represent him/her at any step of the grievance procedure after Step 1.
  - e. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement.
  - f. Nothing contained herein shall be construed as limiting the right of the Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander having a grievance to discuss the matter informally with any appropriate member of the administration, and having said matter informally adjusted without the intervention of the Plain Township Professional Firefighters Association, provided that the adjustment is not inconsistent with the terms of this contract. In the event that the grievance is adjusted without formal determination or submission pursuant to this provision, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the employer in future proceedings.
  - g. The existence of this Grievance Procedure, hereby established, shall not be deemed to require a Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander to pursue the remedies herein provided and shall not impair or limit the right of any Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander to pursue any other remedies available under law, except that any Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
  - h. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this agreement.
4. Steps - All grievances shall be administered in accordance with the following steps of the grievance procedure:
- Step 1. A Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander who believes he/she may have a grievance shall notify the Deputy Fire Chief of the possible grievance within five (5) business days of the occurrence of the facts giving rise to the grievance. The Deputy Fire Chief will schedule an informal meeting with the Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander within five (5) business days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.
- Step 2. If the dispute is not resolved informal at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Fire Chief within five (5) business

days of the informal meeting or notification of the Deputy Fire Chief's decision at Step 1, whichever is later, but not later than seven (7) business days from the date of the meeting if the Deputy Fire Chief fails to give the Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander an answer. The Fire Chief shall file his/her answer in writing within five (5) business days of the filing of the dispute reduced to writing by the grievant and presented as a grievance to the Fire Chief.

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Township Trustees within five (5) business days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Township Trustees or their designee shall convene a hearing within fifteen (15) business days of the receipt of the appeal. The hearing will be held with the grievant and his/her Plain Township Professional Firefighters Association representative. If the grievant is not satisfied with the decision at Step 3, he/she may proceed to arbitration.

Step 4. If the grievance affects a group of firefighter/paramedics, fire safety inspectors, lieutenants, captains, or captain/shift commanders, the grievance shall be filed in writing with the township administrator within ten (10) business days of the occurrence of the facts giving rise to the grievance. The Township Trustees or their designee shall convene a hearing within fifteen (15) business days of the receipt of the grievance. The hearing will be held with a Union representative. If the Union is not satisfied with the decision of Step 4, the Union may proceed to arbitration.

#### Section B (Arbitration)

1. In the event a grievance is unresolved or the decision rendered is unsatisfactory to the grievant after being processed through all three (3) steps of the Grievance Procedure, the union may submit the grievance to arbitration by making said request in writing within ten (10) business days of the rendering of a decision at Step 3 of the grievance procedure, unless arbitration has been mutually waived. Within five (5) business days of written submission of a request to proceed to arbitration, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will jointly and promptly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators and will choose one by the alternative strike method.
2. Upon the selection of an arbitrator, an initial hearing date will be scheduled as soon as practical.
3. The hearing and/or subsequent hearings if the arbitrator chooses to schedule same, shall be conducted pursuant to the policies and procedures of the Federal Mediation and Conciliation Service's Arbitration Services program, as they are set forth in Code of Federal Regulations Title 29, Chapter XII, Part 1404.
4. A Firefighter/Paramedic, Fire Safety Inspector, Lieutenant, Captain, or Captain/Shift Commander requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate for all hours during which his/her attendance is required by either party. Any request

made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of Firefighter/Paramedics, Fire Safety Inspectors, Lieutenants, Captains, and Captain/Shift Commanders in attendance exceed three (3) Firefighter/Paramedics, Fire Safety Inspectors, Lieutenants, Captains, and Captain/Shift Commanders.

5. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this contract or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violated any of the terms and conditions of this contract.
6. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance at the arbitrating level. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
7. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject only to processes set forth for arbitration awards in Ohio Revised Code Sections 2711.09, 2711.10, 2711.11, 2711.12, 2711.13, 2711.14 and 2711.15. Pursuant to the authority of Ohio Revised Code Section 2711.16, exclusive jurisdiction for said confirmation, modification, or vacation processes for arbitration awards shall lie with the Stark County Court of Common Pleas.

#### **PROVISION 34: NO STRIKE/NO LOCKOUT**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Township and the Association recognize their mutual responsibility to provide for uninterrupted services to the citizens of Plain Township. Therefore:

##### **Section A**

The Association agrees that neither it, its officers, agents, representatives, or members of the bargaining unit will, directly or indirectly, authorize, sanction, instigate, cause, aid, finance, participate in or assist in any way in any strike, slowdown, walkout, or any other cessation or reduction of work.

##### **Section B**

The Association shall undertake every reasonable means to notify all employees that any strike, slowdown, walkout, or any other cessation or reduction of work, is unlawful and not sanctioned by the Association, and the Association shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

##### **Section C**

If the Association fails to meet its obligations under this provision, all dues deductions, at the Township's option, may be canceled upon written notice by certified mail to the Association.

#### Section D

It is furthermore specifically understood and agreed that the Township, during the first twenty-four (24) hour period of any strike, slowdown walkout, or any other cessation or reduction of work, shall have the whole and complete right of discipline, short of discharge (unless there has been a prior violation of this provision) and such bargaining unit members participating in any unauthorized strike, slowdown walkout, or any other cessation or reduction of work, shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty-four (24) hour period of such stoppage and, if such stoppage continues, the Township shall have the sole and complete right to immediately discharge any bargaining unit members participating in any unauthorized strike, slowdown, walkout, or any other cessation or reduction of work, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement. These foregoing enumerated rights and powers of the Township are in addition to those conferred by Ohio Revised Code Section 4117.15 and any other legal alternatives or recourse which are already vested with the Township.

#### Section E

The Township agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout or otherwise prevent members of the bargaining unit from performing their regularly assigned duties where an object thereof is to bring pressure on the members of the bargaining unit of the Association to compromise or capitulate to the Township's terms regarding a labor relations dispute.

### **PROVISION 35: OUT OF CLASS PAY**

#### Section A

Whenever a Captain and Captain/Shift Commander are unavailable, the Fire Chief/designee, at his sole discretion, shall assign a Lieutenant to act as the Captain. A Lieutenant assigned to act in that capacity will be paid at the entry level Captain rate for all hours worked in that capacity.

#### Section B

Whenever a Lieutenant or Captain is assigned to perform the duties of a Captain/ Shift Commander, the Lieutenant or Captain will be paid at the entry level rate for all hours worked in that capacity.

#### Section C

A Lieutenant, Captain or Captain/Shift Commander assigned to work in a lower job classification shall be compensated at the bargaining unit member's normal classification rate for all hours worked in the lower classification.

**PROVISION 36: PREEMPTION AND SEVERABILITY**

**Section A**

This contract can be preempted by and is subject to:

1. Any and all applicable Federal Laws and Laws of the State of Ohio.
2. Any and all rules or regulations enacted by a Federal or State Official(s) or Agency(s) having authority to enact rules and regulations.
3. Any and all decisions made by a Federal or State Official(s) or Agency(s) having the authority to make decisions interpreting and/or applying applicable Federal Laws or Laws of the State of Ohio in cases which Plain Township is a party or is directly affected.
4. Any and all judicial decisions made by a Court of competent jurisdiction interpreting a Federal Law or Laws or Law or Laws of the State of Ohio, or a rule or rules, regulation or regulations enacted or amended pursuant to a Federal Law or Laws or a Law or Laws of the State of Ohio by a Federal or State Official(s) or Agency(s) having the authority to do so, or this contract.
5. Any other authority, law, regulation, rule, or decision which controls the Plain Township Board of Trustees and/or the Association.

**Section B**

In the event that any provision or provisions of this contract are contrary to or found to be in contravention of:

1. Federal Law or Laws or a Law or Laws of the State of Ohio by the enactment of or amendment to any Federal Law or Laws or a Law or the Laws of the State of Ohio;
2. A rule or rules, or a regulation or regulations enacted or amended pursuant to Federal Law or Laws or the Law or Laws of the State of Ohio by a Federal or State Official(s) or Agency(s) having the authority to do so;
3. An interpretation or decision construing Federal Laws or the Laws of the State of Ohio or rules or regulations enacted there under, by Federal or State Official(s) or Agency(s) having the authority to do so in cases which Plain Township is a party or is directly affected;
4. A final judgment and/or decision of a Court having competent jurisdiction, from which final judgment and/or decision no appeal is pending nor has an appeal been taken within the prescribed time provided by law;
5. Similar action or change effected by any other authority, law, regulation, rule, or decision which controls the Plain Township Board of Trustees and/or the Association. Such provision(s) shall be rendered void, invalid, and unenforceable. However, the remaining unaffected provisions of the contract shall not be altered or rendered void, invalid, and unenforceable by any of the foregoing events, and the remaining unaffected provisions shall remain in full force and effect, as if such void, invalid, and unenforceable provision had not been included herein.

**PROVISION 37: HEALTH & WELLNESS POLICY**

The parties hereby agree and acknowledge that firefighting is a high hazard job, and the work

is at time extremely physically demanding. Firefighting involves heavy lifting and maneuvering in awkward and unstable positions, all while wearing heavy clothing and protective gear in a dangerous environment. Firefighters face an increased risk of illness and injury due to cardiovascular issues during periods of intense physical work performance. It is the intent of this policy to provide a wellness and fitness policy in order to address these very real and important risks. In fact, the New England Journal of Medicine, after undertaking extensive study on this issue, found as follows:

The implications of the study for firefighters are clear. Modifiable risk factors, whether or not they are related to occupation, should be aggressively addressed. We concur with the recommendations of the National Institute for Occupational Safety & Health arising from the Firefighter Fatality Investigation and Prevention Programs. ...Wellness and fitness programs should be implemented to reduce risk factors for cardiovascular disease.

In addition, contained within the New England Journal of Medicine Study were certain identifiable risk factors increasing a firefighter's risk of harm in the line of duty. Those factors included, but were not limited to, the following:

- Obesity
- Type 2 Diabetes
- Tobacco use
- High blood pressure
- High cholesterol
- Sedentary lifestyle

It is the desire of the Plain Township Board of Trustees that the health and wellness of its employees is a collective, cooperative effort. The Plain Township Board of Trustees will continue to provide health and nutritional information in the form of educational brochures and health fairs. In addition, the Plain Township Board of Trustees encourages the use of its current health care plan for both diagnosis and monitoring of all of the health conditions of its employees, so that conditions can be discovered, taken care of and treated.

If, during any physical examination performed by a qualified physician, it is recommended that a physical treadmill stress test be performed, the Plain Township Board of Trustees agrees to pay the cost of such test if done through the Plain Township Board of Trustees' provider.

All new hires hired after March 18, 2007 shall be required to sign and acknowledge that they do not, and will not use, tobacco products of any kind during their term of employment with Plain Township. Should a new hire hired after the effective date of this Collective Bargaining Agreement as referenced above violate the tobacco policy, it shall be an offense subject to discipline up to and including termination. All firefighters hired after March 18, 2007 shall be required to take and pass the Annual Physical Performance Evaluation as outlined above in each calendar year of their continued employment.

## **HEALTH & WELLNESS POLICY**

### **Physical Performance Evaluation:**

All bargaining unit employees hired or promoted after March 18, 2007, and those taking advantage of the available health & wellness benefit for gym memberships as outlined in this Collective Bargaining Agreement, shall be required to submit to an annual physical performance evaluation as mutually agreed upon by management and the union, and as set forth in Appendix A. This test must be completed in a time of nine-and-one-half (9½) minutes.

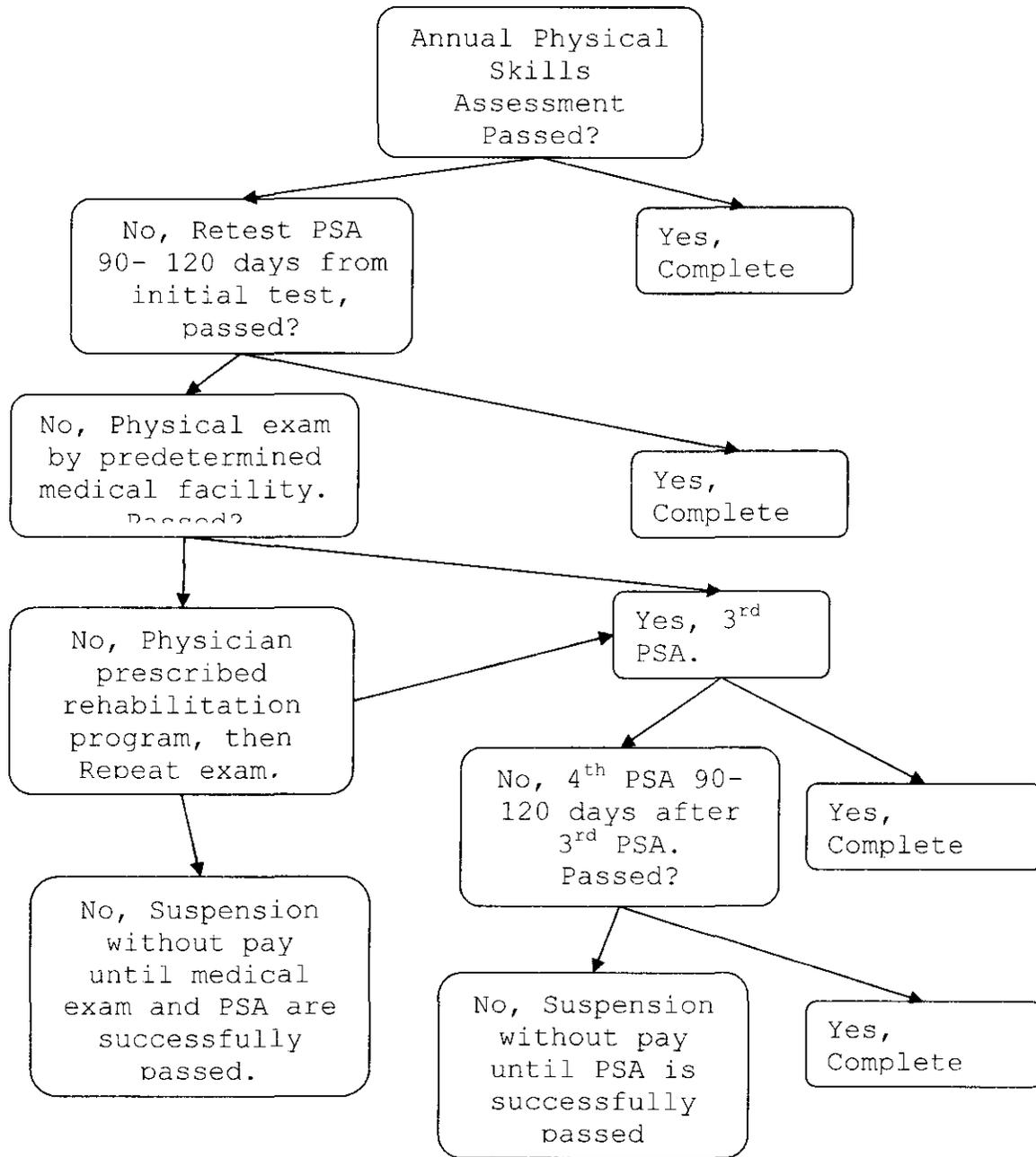
- The employee must have a physician's statement saying that employee is able to perform the necessary physical requirements, including but not limited to heavy lifting and maneuvering.
- If the employee does not pass the initial physical evaluation, he may retest PSA ninety to one-hundred-twenty (90-120) days from the initial test.
- If the employee does not pass the retest, he may submit to a physical exam by a predetermined medical facility.
- If the employee does not pass the physical exam by the predetermined medical facility, he may undergo a physician prescribed rehabilitation program, and then repeat the exam process.
- If the employee elects not to undergo a physician prescribed rehabilitation program, he shall be suspended without pay until the medical examination and PSA are successfully passed.
- If the employee elects to undergo a physician prescribed rehabilitation program, following completion of same, he may elect to take a fourth PSA within ninety to one-hundred-twenty (90-120) days after failure of the third PSA.
- If the employee fails the fourth PSA, he shall be suspended without pay until the PSA are successfully passed

Failure to successfully complete the Annual Physical Skills Assessment within the twenty-four (24) consecutive months following the Initial Physical Skills assessment attempt is subject to termination of employment.

Any bargaining unit employee that passes the Annual Physical Skills Assessment and provides proof of attendance of at least seventy-five (75) visits in a twelve (12) month period shall receive reimbursement for gym memberships up to a maximum of four-hundred dollars (\$400).

Please see Section A containing the Plain Township Fire Department Annual Physical Abilities Skill Assessment for Combat Firefighters, and the flow chart outlining the steps necessary for compliance contained in Section A (attached hereto and incorporated herein by reference).

**Section A**  
**PHYSICAL SKILLS ASSESSMENT**



\*\*\* Failure to successfully complete the Annual Physical Skills Assessment within the 24 consecutive months following the Initial Physical Skills assessment attempt is subject to termination of employment.

**Section A**  
**PHYSICAL SKILLS ASSESSMENT**  
**(Continued)**

**PLAIN TOWNSHIP FIRE DEPARTMENT ANNUAL PHYSICAL ABILITIES SKILL ASSESSMENT FOR COMBAT FIREFIGHTERS**

The Plain Township Fire Department Physical Abilities Skill Assessment for combat firefighters is a subsequent series of basic skills common to the essential functions that are performed by combat firefighters. These could include, but not necessarily be limited to, rescue, fire attack, ventilation, salvage, overhaul, forcible entry, gaining access, etc. The assessment shall be performed on an annual basis in accordance with Provision 37. It assesses the firefighter's ability to climb stairs and ladders, crawl, pull/drag, walk, grasp, lift, raise, carry, stoop, hoist, endure cardiovascular challenges, perform job related tasks in an SCBA, etc.

The assessment shall be performed by the combat firefighter in complete Plain Township Fire Department issued protective clothing while breathing air\* from a donned Plain Township Fire Department SCBA attached to a full cylinder of air.

Each participant shall have three (3) sets of vital signs taken, while seated:

1. As a baseline before the assessment prior to dressing in protective clothing.
2. After a five (5) minute rest period following completion of the assessment subsequent to the removal of protective clothing.
3. Ten (10) minutes after the completion of the 2<sup>nd</sup> set of vitals.

The assessment shall consist of:

**1. Donning Protective Clothing**

The firefighter shall dress in full, primary protective gear, don SCBA and be breathing from a full cylinder.

**2. Hose Carry – Clock Starts When Hose Touches Shoulder**

Placing a 100 ft. bundle of 1½ in. hose on the right shoulder from a hose holder approximately 56 in. high and 16 ft. from the rear door of the training building. Then the firefighter will climb the 2-tier west stairway in the training building with the shoulder load, go across the garage roof to the west 2<sup>nd</sup> story entrance of the training building, down the 1-tier east stairway, out the front door of the training building and put the shoulder load on the sidewalk beside the front door of the training building.

### **3. Pike Pole Thrust**

The firefighter will walk approximately 20 ft. to the first floor scuttle hole in the front room of the training building where a 6 ft. pike pole is attached to a device simulating "punching out dry wall". The firefighter will stand at a mark on the floor and thrust the pike pole up into the attic space by fully extending the arms five (5) times. (This skill may be altered with agreement between the Board of Trustees and the Local by building a more appropriate evaluation device)

### **4. Extension and Roof Ladder Climb and Descent**

The firefighter will then walk approximately 50 ft. to the east side of the training building where a 24 ft. extension ladder is in place. To access the peaked roof, the firefighter will climb the extension ladder to the roof level and dismount the extension ladder onto a 14 ft. roof ladder going to the ridge row. The firefighter will climb the roof ladder on the east side to the ridge row where another 14 ft. roof ladder is in place going down the other (west) side of the peaked roof. The firefighter will dismount the roof ladder on the east side and mount the ladder going down the west side. The firefighter will descend the roof ladder to the flat roof above the garage. The firefighter will mount the 24 ft. extension ladder on the west side of the peaked roof and descend to the ground.

### **5. Striking Forcible Entry**

The firefighter will walk approximately 10 ft. to the Keiser Machine. The firefighter will use the soft mallet compatible to the Keiser Machine to drive the "I Beam" 3 ft. (36 in.) with as many strikes as necessary.

### **6. Self Rescue Tubes**

The firefighter will then walk approximately 50 ft. through the front door where a search rope is located. While in the kneeling position the firefighter will crawl to the garage of the training building, following the search rope approximately 20 ft. to a tube 30 in. in diameter x 104 in. long. The firefighter will crawl through the 30 in. tube with SCBA harness and cylinder on.

### **7. Victim Rescue Drag**

The firefighter will drag a rescue dummy weighing approximately 165 pounds a distance of 12 ft.

## **8. Hose Drag**

The firefighter will walk approximately 75 ft. to a charged 1¾ in. hose line. The firefighter will advance the charged 1¾ in. hose line 50 ft.

## **9. Extension Ladder Climb**

The firefighter will walk approximately 150 ft. in front of the building around to the rear of the building. The firefighter will see a 35 ft. extension ladder raised to the roof. The firefighter will ascend the ladder to the roof, exit off the ladder, walk across the roof to the wall ladder, descend, and walk down the two (2) tier west stairs of the training building.

## **10. Fly Extension**

The firefighter will walk approximately 25 ft. to a 24 ft. extension ladder mounted vertically to the training building. The firefighter will extend the fly section hand-over-hand until the fly reaches the stops on the ladder. The firefighter will then lower the fly section hand-under-hand not allowing the rope to slip until the fly is completely retracted.

## **11. Extension Ladder Ascension and Window Entrance**

The firefighter will walk approximately 50 ft. to a 24 ft. extension ladder raised into the east side 2<sup>nd</sup> floor window of the training building. The firefighter will climb the ladder, dismount and crawl, leg first, into the window. The firefighter will then walk through the 2<sup>nd</sup> floor to the 2-tier west stairway, walk down the 2-tier stairs and complete the assessment when they exit the rear door they started. In.

\*At any point during the assessment that the firefighter completely depletes their air supply they should disconnect the low pressure regulator from the face piece and continue the assessment with the face piece removed. This air depletion time will be recorded for data collection and evaluation.

**PROVISION 38: LABOR MANAGEMENT COMMITTEE**

It is the intent and desire of both the Union and Plain Township to form a Labor Management Committee. It is the wish of both the Union and Plain Township that this Labor Management committee be comprised of at least two Union representatives and at least two Township representatives. It is the desire of both parties that this Committee meet on an as-needed basis throughout the year, as determined by both parties, to discuss potential issues by and between both the Union and Plain Township.

The formation and operation of this labor Management Committee is purely voluntary for both the Union and Plain Township. Nothing addressing the creation and existence of this Labor Management Committee shall be in any way, shape or form grievable by either party, and the lack of the existence of the labor Management committee, as well as its lack of regular meetings, shall not be cause for any grievance or complaints by either the Union or Plain Township, or any other interested parties.

The formation and existence of a Labor Management Committee is aspirational in nature only.

**PROVISION 39: ACCEPTANCE & DURATION OF AGREEMENT**

**Section A**

This agreement shall be effective as of 0700 hours March 18, 2013, and shall remain in full force and effect until 0700 hours March 12, 2016.

**Section B**

This agreement abrogates and renders void all prior inconsistent or duplicative resolutions or policies adopted by the Plain Township Board of Trustees insofar as they apply to members of the bargaining unit.

**Section C**

The Plain Township Board of Trustees and the Plain Township Professional Firefighters Association acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining as defined by Ohio Revised Code Section 4117 etc. and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. Therefore, the Plain Township Board of Trustees and the Plain Township Professional Firefighters Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or which could have been covered in this agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this agreement. No language in this Section or elsewhere in this agreement shall be construed to

prohibit the parties from meeting during the term of this agreement to discuss any subject or matter which is covered in this agreement, or which could have been covered in this agreement, whether or not any such subject or matter is a mandatory or permissive subject of collective bargaining. Each party expressly agrees to meet with the other for such discussions upon written request stating the purpose therefore and providing sufficient notice thereof, and with the specific understanding that such meetings do not constitute collective bargaining or any subject or matter.

#### Section D

It is expressly agreed between the Plain Township Board of Trustees and the Plain Township Professional Firefighters Association that neither party shall be bound by any past practice which existed prior to the execution of this Collective Bargaining Agreement. For any past practice to be continued in effect, its terms and conditions must be set forth within the express terms of this agreement.

#### Section E

1. The parties agree that commencing not later than September 12, 2016 they will undertake informal negotiations for a new agreement for a succeeding period.
2. The Plain Township Board of Trustees or the Plain Township Professional Firefighters Association shall give formal written notice of their intent to negotiate a succeeding agreement no earlier than ninety (90) calendar days prior to the expiration date of this agreement, and fulfill all other requirements of Ohio Revised Code Section 4117.14(B)(1). Such notice shall be certified mail with return receipt.
3. In the event negotiations extend beyond the expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement on a new agreement.

#### Section F (Distribution of Agreement)

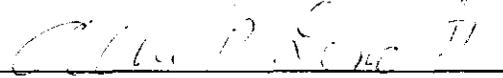
There shall be three (3) original copies of this Agreement. One shall be held for safekeeping by Township Fiscal Officer for the Township. One shall be held for safekeeping by the President of the Local for the Local. The Township would make copies for all members of Local and for SERB.

**SIGNATURES**

**PLAIN TOWNSHIP BOARD OF TRUSTEES**

  
\_\_\_\_\_

Date 8/27/13

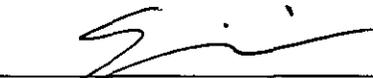
  
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Date 8/27/13

  
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Date 8-28-13

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_

Eric J. Williams, Consultant

**PLAIN TOWNSHIP PROFESSIONAL FIREFIGHTERS ASSOCIATION**

  
\_\_\_\_\_

Date 8/28/13

  
\_\_\_\_\_

Date 08-28-13

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\_\_\_\_\_

Date \_\_\_\_\_

