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**ANDERSON TOWNSHIP FIRE & RESCUE  
COLLECTIVE BARGAINING AGREEMENT**

1-1-2014  
to  
12-31-2016

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**ARTICLE 1 - PREAMBLE**

- 1.1 This Agreement is made and entered into this day of February 25, 2014 by and between THE BOARD OF TRUSTEES OF ANDERSON TOWNSHIP, hereinafter referred to as the "Employer, Management or Township" and the ANDERSON TOWNSHIP PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3111, hereinafter referred to as the "Union or Labor," which are parties to this Agreement. This agreement covers full-time Firefighter/ Paramedics, Lieutenants, and any sworn Specialist hereafter referred to individually as Employee, and collectively as Employees.

**ARTICLE 2 - RECOGNITION & DEFINITIONS**

- 2.1 Recognition. The Employer recognizes the Union as the exclusive representative, as defined in Chapter 4117 of the O.R.C. with respect to wages, hours, safety, terms and condition of employment, for the bargaining unit consisting of all full-time, paid, uniformed personnel as described in "1.1" and specifically excluding all Chief Officers, Administrative Assistant(s), part-time employees, volunteers, and any other non-uniformed personnel who might be employed during the term of this agreement.

2.2 Definitions.

*Immediate Family*

For Sick Leave Includes; spouse, (step) parent, (step) parent-in-law, (step) child, (step) grandparent, (step) sister, (step) brother.

For Funeral Leave Includes; (step) mother, (step) father, someone standing en loco parentis, wife, (step) child, (step) brother, (step) sister, (step) grandparents, (step) mother-in-law, (step) father-in-law, (step) daughter-in-law, (step) son-in-law, (step) grandchildren, sister-in-law or brother-in-law.

*Township Administrator* Includes Assistant Township Administrator (s)

*Fire Chief* Unless otherwise noted by the term "Chief only", any reference to the Chief or Fire Chief shall be understood to include any Chief Officer designated by the Chief.

*Floater* A full-time Employee who may or may not be assigned to a specific shift, but who volunteers to fill temporary absences or vacancies and to prevent unnecessary overtime for replacement personnel on any shift. A Floater designation is not a rank.

*Deadlines* All deadlines cited in this Collective Bargaining Agreement can be extended by mutual agreement of the Employer and the Union.

**ARTICLE 3 - NON-DISCRIMINATION**

- 3.1 The Employer will not discriminate against members of the Bargaining Unit on the basis of age, sex, religion, disability, race, color, or national origin or Union membership/participation. However, in the event a court or governmental agency imposes a plan, practice, procedure, or other action upon the Employer, compliance with such will not be deemed to be a violation of this Agreement.
- 3.2 Whenever the male gender is used in this Agreement, it shall be construed to include male and female.

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#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Employer retains the right to manage, direct, and supervise the work force as it sees fit except to the extent that such rights are specifically and expressly modified by the terms of this Agreement.
- 4.2 The Employer retains all rights, authority, and powers of an Employer except as specifically and expressly modified herein.
- 4.3 The Employer is free to implement changes in policy or operation during the term of this Agreement so long as such changes do not alter any of the terms specifically agreed upon herein. Nothing in this Agreement limits the right of the Employer to purchase goods or non-emergency fire or EMS services or to sign mutual or automatic aid agreements.
- 4.4 Except as otherwise provided in the Agreement, the Employer retains all rights provided by local resolution and Ohio law.
- 4.5 Any matters not specifically covered by this Agreement shall be considered to be within the discretion of the Employer and shall be subject to all applicable laws or resolutions now existing or hereinafter adopted. The parties acknowledge that during the negotiations that preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, other than those protected by Ohio statutes, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated and signed this agreement. This agreement represents all of the Employees' rights, privileges and benefits granted by the Employer. Unless specifically and expressly set forth in this Agreement, all past practices and benefits previously granted are not in effect.

If subjects or matters arise which are outside of the negotiated provisions to follow, these will be addressed in the context of the Labor-Management Meetings described in Article 7. Such subjects or matters are agreed to be clearly within the purview of management rights, but the Township will make a good faith effort to resolve them to the satisfaction of both parties within the confines of these meetings. If impasse occurs, the Employer has the right to implement.

#### ARTICLE 5 - REPRESENTATIVES

The Employer recognizes the right of Employees covered by this Agreement to elect one representative and one or more alternates from the members of the Bargaining Unit. The representative shall have the authority to conduct the following duties and activities:

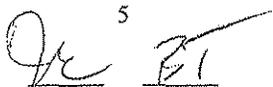
- A. The investigation and presentation of grievances on behalf of the aggrieved person or persons to the appropriate supervisor or agent of the Employer in accordance with the provisions of this Agreement.
- B. The transmission of such messages and information, which shall originate with and are authorized by the Employer and/or an Employee, provided such messages and information have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppage or any other interference with the work of the Fire Department.
- C. Act as liaison between Employees and the Employer in matters of concern to either of the parties.



- D. Provide to the Employer, information and statistical data, along with recommendations which have been generated from ATPFA committees, with regard to Employee safety, equipment and items which are covered under this Agreement.
- 5.1 The representatives or alternates have no authority to take, encourage or tolerate strike action or any other action prohibited under this Agreement or under the laws of the State of Ohio or of the United States of America.
- 5.2 The Employer agrees that there will be no lockouts.
- 5.3 The Union agrees that during the term of this Agreement there shall be no strikes, work stoppages, slowdowns, picketing, job actions, including any concerted effort to take sick leave for the purpose of withholding service, or other cessation of the full and faithful performance of duties. In the event of any such activity, Union officers and representatives will perform their duty and take action to stop the concerted activity.
- 5.4 To assure the safety of other members of the Fire Department and Township residents, Union Officers and representatives must receive the prior permission of their supervisor before abandoning an assigned task and engaging in Union business while on duty.

#### ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Grievance Defined. A grievance is an allegation by the Union that a term or terms of this Agreement has been violated or misinterpreted by the Employer. Said allegation must relate to the primary intent of the term, and must be the most explicit or detailed Article which addresses that term. If the Union wishes to raise an issue regarding a "general reference", that issue will be bargained in the context of the Labor Management meeting as described in the last paragraph of Article 4.5.
- 6.2 Timeliness and Resolution. Throughout the grievance procedure, all parties shall make a good faith effort to resolve the grievance as expeditiously as possible. Failure on the part of the grievant to adhere to the time limits set forth herein shall be deemed a settlement of the grievance on the basis of the Employer's last answer. Failure on the part of the Employer to adhere to the time limits set forth herein shall move the grievance to the next step. The time limitations imposed by this Agreement may be extended by mutual written agreement of all parties. Any step of this procedure may be waived by mutual written agreement of both parties.
- 6.3 Representation. The grievant or the Union shall have the right to have a union representative present at any step of the grievance process. The grievant may proceed without a representative but the Union has a right to be present at any step in the process to assure adherence to the terms of this Agreement. If at any time, the Township has legal counsel present, the Union may also be represented by legal counsel.
- 6.4 Form of Grievance. All grievances shall be reduced to written form and shall include the following: the article and section of the Agreement allegedly violated or misinterpreted, and a clear statement of the grievance that includes the operative facts. The written grievance shall conclude with the remedy sought by the grievant, and the signature of the grievant.
- 6.5 Delivery Options. All written documents related to the grievance may be transmitted between the Employer and the Union via fax, e-mail or hand delivery. Receipt of documents by either party will be immediately acknowledged.
- 6.6 Step One. The Union shall file with the Fire Chief or his designee the written grievance within seven (7) calendar days after 1) the event giving rise to the grievance, 2) the event's discovery, or 3) a written description of an anticipated action (not a generalized idea) either posted in a place of work of at least 50% of the Employees who will be affected by the action, distributed to directly to 50% of these affected Employees, or delivered to a Union official (especially necessary in the case of an action affecting only probationary employees) – all circumstances whereby the event could be reasonably assumed to have been discovered,

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whichever of 1), 2) or 3) occurs first. Furthermore, if the Union requests a Labor Management Meeting on the anticipated action, the grievance clock will not start until after the requested meeting is held or as mutually agreed to therein. Upon receipt of the grievance, the Fire Chief or his designee shall, within seven (7) calendar days, meet with the grievant and the Union representative. After consideration, as presented by the grievant, the Fire Chief or his designee shall issue a written decision within seven (7) calendar days from the meeting of all parties.

Step Two. If the Union is not satisfied with the decision of the Fire Chief, the grievance shall be submitted to the Township Administrator within seven (7) calendar days after the Chief's decision. The grievance shall be filed with the Administrator by delivering it to the Township Administrator. Attached to the grievance shall be all documents concerning the grievance up to the date of filing with the Administrator. The appeal hearing before the Administrator shall be scheduled within seven (7) calendar days of the filing of the appeal, and a written decision issued within seven (7) calendar days of the appeal hearing.

Step Three. If the Union is not satisfied with the decision of the Administrator, the grievance shall be submitted to the Township Trustees within seven (7) calendar days after the Administrator's decision. The grievance shall be filed with the Trustees by delivering it to the Township Administrator or, in his absence, the Township Fiscal Officer. Attached to the grievance shall be all documents concerning the grievance up to the date of filing with the Trustees. The appeal hearing shall be scheduled for the next regular meeting of the Township Trustees but the Union may request, and the Employer not unreasonably refuse to grant, a continuance for not more than thirty (30) calendar days from the date of that scheduled meeting upon written request made to the Township Administrator. If a grievance is filed with the Trustees less than fifteen (15) calendar days before the next regularly scheduled meeting, either the Union or the Employer shall have the right to postpone the hearing for up to an additional thirty (30) days from the date of filing with the Trustees. At the hearing, the parties shall have the right to call witnesses and submit documentation pertinent to the party's respective position. However, only on-duty parties or witnesses called to testify shall receive full pay and benefits for on-duty time spent at the hearing. Legal counsel may also be present at this level for either or both parties. The Board of Township Trustees shall render its decision in writing within seven (7) calendar days of its next regularly scheduled meeting after the hearing before the Board.

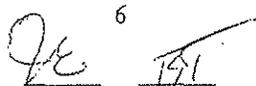
Step Four: Arbitration. If the grievant is not satisfied with the Trustees' decision, the Union, on behalf of the grievant, shall have the right to refer the matter to arbitration within ten (10) calendar days after receipt by the Union representative of the written decision of the Township Trustees (or the Union may choose not to refer the matter to arbitration).

Notice of the Union's desire to arbitrate shall be made in writing and served on the Township Administrator (or, in his absence, upon the Township Fiscal Officer) within ten (10) calendar days after the Union's receipt of the decision of the Board of Trustees in Step Three. Upon receipt of the arbitration notice, the Township Administrator (or in his absence the Township Fiscal Officer or other designee of the Township Trustees) or the Union will request from the Federal Mediation and Conciliation Services (FMCS) a panel of potential arbitrators.

The arbitrator panel will be requested using the smallest geographical area available through FMCS. If the first panel is unacceptable to both parties, they may request a wider geographical area for any subsequent panels on that or other issues.

The arbitrator shall be selected by alternate striking of names. The Union shall strike first when the arbitration procedure is first used under this Agreement, and the parties shall thereafter alternate first striking.

The arbitrator shall have the power to subpoena witnesses. He shall not have power to add to, subtract from, or modify this Agreement but shall only have authority to interpret and apply the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Township, the Union, and any Employee involved in the subject matter of the arbitration.

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The block contains a handwritten signature and the date '191'. Above the signature is the number '6'. The signature appears to be 'J.E.' followed by a flourish.

Should the Trustees' decision be appealed to an arbitrator, the "losing" party of that decision shall pay the appeal-related expenses incurred by the "winning" party. If there is a split decision, the arbitrator will decide the proportion of cost to be shared. Each party requesting a transcript shall bear his own costs of the transcript.

#### ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE & ITS MEETINGS

- 7.1 Unless mutually agreed to otherwise, on the first Tuesday or Wednesday (that is not a statutory holiday) of the first month of each quarter (January, April, July, October) at a mutually agreeable time, not more than three (3) representatives each of Labor and Management shall meet to discuss pending problems and to promote a more harmonious labor/management relationship.
- 7.2 Each party shall furnish a written agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those persons who will be attending. Such agendas may be delivered via fax, e-mail or hand-delivered. The purpose of such meeting shall be to:
- A. Discuss the administration of this Agreement.
  - B. Notify the Union of changes made by the Employer which affect Bargaining Unit members of the Union.
  - C. Disseminate general information of interest to the parties.
  - E. Discuss ways to increase productivity and improve efficiency.
  - E. To consider and discuss health and safety matters relating to Employees.
  - F. Provide an opportunity for the Union to share the views of its membership and/or make suggestions on subjects of interest to its members.
- 7.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

#### ARTICLE 8 - DISCIPLINE

- 8.1 Any Employee may be disciplined for cause which shall include but not be limited to: incompetency, inefficiency, dishonesty, substance abuse, insubordination, neglect of duty, conviction of criminal charges, misfeasance, malfeasance, nonfeasance, discourteous treatment of the public, violation of Fire Department rules and regulations, and/or an accumulation of minor infractions.
- 8.2 Possible disciplinary actions shall be written reprimand, suspension without pay, demotion to lower classification, loss of vacation, or dismissal.
- 8.3 Discipline Procedure. When the Employer, through its management agents, believes that an Employee is guilty of an act or omission for which disciplinary action is warranted, the following steps shall apply:
- A. The Employee will be notified in writing, within seven (7) calendar days of the event giving rise to the discipline, or its discovery, that he is accused of conduct for which formal discipline is contemplated. The Employee will be advised by the Supervising Lieutenant or the Chief's designee in writing, with a detailed description of the alleged conduct and the time and place of the conference with the Chief or the Chief's designee, the Employee's Lieutenant, the person(s) bringing the charges against the Employee (if applicable), and the Employee. When selecting the hearing officer, the Chief will choose from officers that are not directly involved as either the person bringing the charges or the supervisor of the person being charged. Furthermore, the Employee shall be apprised of his right to Union representation of his choice (not outside legal counsel) and the right to postpone the conference with the Chief or the Chief's designee for no more than seventy-two (72) hours beyond the originally scheduled time. If the Employee cannot be reached using his contact information, notification of a Union Officer will constitute notice under this section. This notification shall be reviewed by the accused Employee or a Union Officer at least 24 hours prior to the scheduled disciplinary conference.

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- B. At the conference conducted by the Chief or the Chief's designee, the charges will be stated to the Employee and the Employee will have an opportunity to offer his explanation, defense, or mitigating circumstances. Neither the Employer nor the Employee shall be represented by legal counsel at this meeting.

The Township agrees that it is the absolute right of the Employee to have a hearing on any and all charges brought against them, and that no retaliatory action will be taken against an Employee exercising that right.

- C. At the conclusion of the conference, the Chief or the Chief's designee shall do one of the following:
1. Dismiss the allegations as unfounded without record;
  2. Impose discipline of record;
  3. Continue the conference in progress for a period not to exceed seventy-two (72) hours.
- D. If the discipline imposed by the Chief or the Chief's designee is a reprimand, the Employee may, up to twenty-four (24) hours after the conclusion of the conference, request reconsideration. In response to a request for reconsideration, the Chief or the Chief's designee, the Employee and, if the Employee so desires, his representative, shall meet and discuss the matter. The management decision on reconsideration shall be communicated in writing to the Employee within twenty-four (24) hours after the reconsideration meeting. If the reconsideration hearing occurs on a Friday, the reconsideration decision shall be delivered the following working weekday or the first business day when all parties can be present.
- E. If the discipline imposed by the Chief or his designee at the conclusion of the conference is a suspension without pay, demotion, or discharge, a reconsideration meeting shall be automatically granted if requested within 24 hours. Except in unusual circumstances, this reconsideration will occur within seven (7) calendar days after receipt of request. On reconsideration, the Employee will be given the opportunity to fully present his side of the story to the Chief or he may simply submit a written statement to the Chief for review. The decision for this reconsideration will be made in writing within seven (7) calendar days after the reconsideration meeting. Neither the Employer nor the Employee shall be represented by legal counsel at this meeting. If the imposition of the discipline, suspension without pay, demotion or discharge, is sustained, the Employee may appeal to the Township Administrator. Such appeal shall be instituted by serving written notice of appeal upon the Township Administrator (or in his absence, the Township Fiscal Officer) within seventy-two (72) hours after the Employee is informed of the disposition of the reconsideration hearing. The appeal hearing shall be scheduled within seven (7) calendar days after receipt of request. The Township Administrator shall deliver to the Employee its written decision within five (5) calendar days after the hearing. This decision may be delivered via fax, e-mail or hand-delivery and its receipt acknowledged by the Employee as soon as reasonably possible.

If the imposition of the discipline, suspension without pay, demotion or discharge, is sustained, the Employee may appeal to the Township Trustees. Such appeal shall be instituted by serving written notice of appeal upon the Township Administrator (or in his absence, the Township Fiscal Officer) within seventy-two (72) hours after the employee is informed of the disposition of the reconsideration hearing. The appeal hearing shall be scheduled for the next regular meeting of the Township Trustees, or a special meeting called at the discretion of the Board, but the accused Employee may receive a continuance for not more than thirty (30) calendar days upon written request made to the Township Administrator. Should the Union need to cancel its scheduled attendance to the Trustees meeting, it will do so through written response to the Township Administrator or Assistant Township Administrator. Such cancellation notice may be delivered via fax, e-mail or hand-delivery and must be received no less than 24 hours before the start of the Trustees meeting, unless extraordinary circumstances prohibit such notice. At the appeal hearing, the Employee may be represented by legal counsel and may present his evidence and cross-examine any witnesses against him. The Board of Trustees, which may also be represented by counsel, shall deliver to the Employee its written decision within five (5) calendar days after the hearing.

- F. If, in the opinion of the Fire Chief, the Chief's designee's objectivity is in any way compromised by the case, then another Chief Officer shall serve in the role normally played by the Chief's Designee.

- G. If the Employee or the Union has any complaints concerning whether or not the disciplinary procedure under this Agreement was accurately followed, such complaints must be raised at the disciplinary hearing before the Board of Trustees. Failure to do so will be deemed a waiver of any procedural objections.
- H. The decision of the Township Trustees may be appealed by the Union on behalf of the Employee through arbitration at Step Three of the grievance procedure. If appeal is taken to arbitration, the arbitrator's decision is final and binding upon the Union, the Employee, and the Employer. In the event that the Union declines to take the appeal to arbitration, the Employee is free to take his appeal to the Court of Common Pleas as provided by law.

It is the intent of the parties that the Employee have a method of appealing the decision of the Township Trustees, but the Trustees shall not be subjected to more than one (1) appeal process. It is, further, understood and agreed that technical mistakes or defects in following the disciplinary procedure shall not reverse or prevent disciplinary action where cause was found to exist.

- I. All written documents related to the grievance may be transmitted between the Employer and the Union via fax, e-mail or hand delivery, and their receipt acknowledged as soon as reasonably possible.

8.4 Investigations. The Employer may conduct investigations of alleged misconduct by an Employee and may require a member of the Bargaining Unit to submit written reports; oral reports are only acceptable if permission is granted by the Fire Chief. Members of the Bargaining Unit, upon direction of the Chief or his designee, must respond completely and truthfully to all questions asked of him/her which relate to the alleged misconduct. The responses by the Employee, either written or oral, shall be subject to the following guidelines:

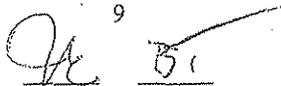
- A. An Employee's reports or responses to questions made in the course of an investigation of misconduct, upon order of the Fire Chief, may not be used in a criminal proceeding against the Employee who made the report or responded to the question.
- B. The reports and responses may be used by the Employer in taking appropriate actions and in defending such actions with respect to discipline or discharge of the accused Employee.
- C. Failure by an Employee to complete a report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.

#### ARTICLE 9 - PAYROLL DEDUCTIONS FOR UNION DUES

- 9.1 Upon the written authorization of the Employee, the Township agrees to deduct from each Employee's wages the sum certified as Union dues, and deliver the sum to Union Treasurer. Payroll deductions will not be implemented or modified without written authorization. Employees desiring to terminate their payroll deduction must notify the Township and Union in writing.

#### ARTICLE 10 - PROBATION

- 10.1 Each new or rehired Employee shall serve a probationary period of twelve (12) months. At the sole discretion of the Employer, a probationary Employee may be dismissed during the probationary period, without following any of the procedures described in Articles 6, 8, 19.3, 34, 35, 36.3, 41 (a) (b) (d). If, because of an extended, excused absence during the probationary period, the determination of the completion of probation becomes problematic (i.e., it cannot be determined by the Chief only that the Employee either successfully completed or failed), the Chief may extend the probationary period one time, for up to six months, but not to exceed the duration of the excused absence by more than 50%. If an Employee with an excused absence successfully completes probation, neither his seniority nor time-in-grade will be affected, and he will be awarded any back

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pay differential necessary to establish equity with other members of that recruit class.

#### ARTICLE 11 - PERSONNEL RECORDS

- 11.1 For the purposes of this section, "personnel file" means the official Employee personnel file in the joint custody of the Township Administrator and Fire Chief. This file shall have the following components which, to assure only approved access, may be kept separately. These components, which will be referred to as file groups, are: Group 1, General Files such as Clothing Allowance, Driver/Vehicle Information, EMS Information (Certifications & Re-Certifications), Fire Information (Certifications & Re-Certifications), Letters of Commendation, Miscellaneous; Group 2, Medical Records such as Illness/Injury, Workers' Compensation, Exposure, Annual Medical Physicals, Summary of Annual Fitness Evaluation and other Medical Information. New categories may be added to each group as administratively necessary, but listed examples cannot be shifted from one group to another without amendment of this section.
- 11.2 An Employee covered under this Agreement shall be allowed to review his personnel file (all components) at a reasonable time upon a written public records request to the Fire Chief or Township Administrator. The file shall not, under any circumstances, be removed by the Employee beyond the area designated for his review of the file. The Employer is working on establishing a process whereby the Employee can access his own personnel file in "read-only" electronic format and the Union will not unreasonably object. Except as may be required under public records law, access to the various personnel components, other than by the Employee, will be restricted based upon the nature of the file. For example.

##### Group 1

The Training Records will be available to all training officers and other department or non-departmental personnel with responsibility to ensure file management or to review training, such as an OSHA coordinator.

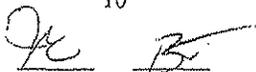
The Workers' Compensation records will be accessible to the Assistant Chiefs, designated support staff, Chief, Township Administrator, Township Fiscal Officer, Township Trustees, , or any attorney, agent, or employee hired to evaluate, ensure, or represent the Township.

Annual Physical/Medical Records will be accessible to the Chief and Assistant Chiefs designated support staff and will be maintained in a manner consistent with HIPAA guidelines. Also, any physician or physician's representative, or attorney hired to evaluate the records or represent the Township will have access to pertinent parts of the file as needed for case review.

##### Group 2

The files shall be treated with confidentiality and its contents, including periodic performance reviews, shall not be disclosed to persons other than the Township Administrator, the Fire Chief, the Township Fiscal Officer, the Township Trustees, the designated support staff, or an attorney representing the Township without the Employee's consent unless the Employer is required by law, subpoena or court order to do so. No anonymous material of any type shall be included in the Employee's personnel file. Unsubstantiated, reversed or dismissed allegations of misconduct which did not result in disciplinary action in the personnel file shall be removed from the personnel file. Any disciplinary material placed in the Personnel File component shall be signed by the Employee indicating that he has seen it. Some personnel records may be stored in the computer.

- 11.3 Copies of any commendations and/or awards will be a permanent part of the Employee's Group 1 file component, and the Employee shall be given a copy of the same. It shall be the responsibility of the Employee desiring that an award or commendation be placed in his/her file to provide a copy to the Fire Chief's office.



## ARTICLE 12 - LEAVE OF ABSENCE

- 12.1 The Employer's expectation is that each Employee shall appear on time each working day ready and able to perform his job. The parties agree that deviation from this expectation must be scrutinized so that fairness, efficiency and productivity of all personnel is promoted.
- 12.2 The FMLA prevails over any collectively bargained limitations on FMLA rights.
- 12.3 Absence of any kind must be appropriately documented (in the manner detailed in the articles to follow).
- 12.4 Unexcused absences may be subject to disciplinary action.
- 12.5 Questionable absences. In between excused absences and unexcused absences, as discussed in other Sections of Article 12, are absences which are problematic in categorizing as either excused or unexcused without expending inordinate Township time or risking inaccurately characterizing an Employee's actions. Two such examples are excessive absence (defined herein as taking more sick and/or vacation time than earned/allocated during any calendar year) and suspicious patterns of absence (defined herein as five non-contiguous instances during any calendar year of an Employee taking unscheduled/last minute time off adjacent to other scheduled time off - not counting trades as "unscheduled/last minute time off" nor the normal 48 hours off as "scheduled time off"). In cases of questionable absence, the Employee will not receive any benefit of doubt, and the burden of proof to demonstrate that such absences should be excused will shift from the Employer to the Employee. Failure to adequately legitimize such absences may result in disciplinary action, despite the fact that the absence might not otherwise require such documentation (e.g., an Employee calling in sick for one tour following scheduled vacation might not normally be required to produce a physician's statement, but on the fifth such occurrence, he would).
- 12.6 Employees who are on a leave of absence may not loiter around the workplace nor disturb working Employees.
- 12.7 a. If the Board of Township Trustees, in its sole discretion, grants unpaid leave status to an Employee who is not eligible for other types of paid leave, except for FMLA leave, that Employee may be required to contribute part or all of the cost of his/her health insurance package.
- b. If an Employee in good standing resigns for whatever reason, the Chief only, at his sole discretion, may subsequently hire such an employee back at the pay category he left if there is a position open, but in no case at higher than a Firefighter 6. Such a rehire would also be conditional upon passage of whatever tests and qualifications were required of new recruits at that time. Seniority for the time officially served prior to the Employee leaving will be restored. However, such an Employee so returning shall start over at the bottom of the "list" for selection of preferred vacation and shall serve a one year probation.
- 12.8 Leave granted for any reason for which an employee would be entitled to take FMLA leave, shall be deemed as FMLA leave and shall result in the reduction of the twelve weeks available under the Act. FMLA leave time shall run concurrently with sick leave or other leave granted under this agreement.

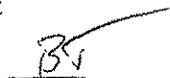
## ARTICLE 13a - SICK LEAVE

- 13a.1 Sick leave is a form of leave of absence (with or without pay) and is governed by the policies, provisions and rules governing leaves of absence.
- 13a.2 Sick pay is the benefit which consists of continued pay during periods of time when an Employee is absent for an approved sick leave.
- 13a.3 Sick time (which can be converted to sick pay) accrues at the rate of seven (7) hours per bi-weekly pay period of active pay status for Employees assigned to a twenty-four/forty-eight (24/48) hour schedule and, for Employees



assigned to a forty (40) hour week schedule, sick time accrues at the rate of six (6) hours per bi-weekly pay period. No sick time accrues while an Employee is on a leave of absence. An Employee may not accumulate sick time in excess of 2,400 hours. Once an employee reaches his 2,400 maximum, in any subsequent calendar years in which he would have earned more than 2,400 had there been no cap, he will be paid for 1/4 of the excess which would have been earned over and above that which was taken, said payment to be issued with or by the first full pay period of the following January. Due to budget constraints the Union agrees that for the years 2014, 2015, and 2016, Employees may take Earned Time Off (ETO) in lieu of compensation for unused sick time. For employees who opt to receive ETO it will be awarded at 1 hour for every 3 hours of sick time over 2400 in the previous year. The procedure for scheduling ETO shall be the same as the comp time rules spelled out in article 30.10, 30.11, and 30.12. Should an employee be unable to use all of his ETO it will be reverted back to sick time hours ( ETO hours remaining multiplied by 3) and then paid out at the standard 1/4 rate.

- 13a.4 Sick pay may be used by an Employee, upon approval of the Chief of Department, to cover absence from work while on a leave of absence duly documented and approved for the following circumstances:
- (a) Illness or injury (not job related) of the Employee or illness or injury of a member of the Employee's immediate family or, as determined by the Chief in his sole discretion, a member of the Employee's immediate household. With respect to a member of the Employee's immediate family who is not a member of the Employee's household, sick leave will be granted and sick pay authorized only upon a showing by the Employee of reasonable necessity, to be determined by the Chief or the Chief's designee.
  - (b) When, through exposure to contagious disease, either the health of the Employee would be jeopardized or the Employee's presence on the job would jeopardize the health of others as determined by the Chief or, in his absence, the Chief's designee
  - (c) In the case of hospitalization of a member of the Employee's immediate family for serious operations, illness or injury, up to five days of sick leave with sick pay may be granted for the purpose of enabling the Employee to hospitalize the member of the immediate family, to be in attendance at the hospital on the day of an operation or to assist in the discharge of the patient from the hospital. Up to an additional five calendar days can be added with written permission of the Chief.
  - (d) Pregnancy and/or childbirth and related conditions of the Employee. One day shall be granted on the day an Employee's spouse is taken to the hospital for the purpose of giving birth and up to a maximum of 72 hours of sick leave with sick pay shall be granted to a 24/48 Employee and 40 hours to a 40-hour Employee from the day the child is brought home for postnatal care (or if sick time is exhausted, vacation day). In the case of an Employee gaining a son or daughter through birth, adopting, or providing foster care, benefits are referenced in the FMLA policy.
- 13a.5 An Employee seeking approval of a sick leave with sick pay must notify the appropriate Battalion Chief, Assistant Chief, or the Chief, depending on availability. The Employee's request for sick leave approval should be made as far in advance as possible. This notification must be given by the Employee to the off going Battalion Chief if notice is made before the start of the Employee's tour or to the ongoing Battalion Chief if notice is given after the tour begins.
- 13a.6 Except in case of emergency where it is impossible to give advance notice, the Employee must give notice not later than thirty (30) minutes before the starting time of the Employee's shift on the day of the sick leave absence.
- 13a.7 The Employee shall complete and file with the Chief or the Chief's designee a sick leave request form in advance of the sick day, if possible and, if not possible, within (80) hours after the sick leave absence begins or, if the Employee is hospitalized, as soon as is practicable. Sick leave may also be granted for elective

surgery, with prior approval of the Chief, conditional upon his determination that scheduling and job performance would not be adversely affected.

- 13a.8 Where three (3) consecutive days are missed or two (2) consecutive tours, the Employee shall submit a physician's statement documenting the dates on which he received medical care. This information shall be submitted within 96 hours after the sick leave absence begins, for 24/48 hour Employees and within 72 hours for 40-hour per week employees. The statement must be legible and contain information sufficient to apprise the Chief or the Chief's designee of the prognosis and the physician's best estimate of the date on which the Employee can return to full or light duty. In cases of repeated absence or extended absence, the Township may require the Employee to submit to physical examination by a physician selected by the Township, at the Township's cost and/or the Township may require the Employee to authorize release of medical records to the reviewing physician. Employees required to submit to an examination by a Township-selected physician, who are not otherwise on paid time when the appointment is scheduled, shall be compensated at their normal rate of pay for reasonable time claimed in keeping that appointment, providing that a detailed time/expense report on a form provided by the Employer is submitted to the Chief by the Employee within 72 hours of the appointment. In cases where the sick leave absence extends to two (2) weeks or more, unless waived by the Chief, the Employee shall submit a condition update every two weeks following the same statement requirement outlined in this article. Whenever the Employee is required to submit a medical exam under this Agreement, failure to appear may be cause for disciplinary action.
- 13a.9 An Employee who uses sick pay because of the Employee's non-occupational injury, non-occupational illness, pregnancy, or other medical condition, and who misses three (3) consecutive days, or two (2) consecutive tours shall submit to the Chief or the Chief's designee a physician's statement certifying that the Employee is capable of performing all of the essential functions of his job before the Employee will be permitted to resume his/ duties. Failure to provide such timely documentation shall result in the Employee being placed upon unpaid leave until it is provided.
- 13a.10 Abuse of sick leave and/or falsification of sick leave documentation shall be cause for discipline up to and including dismissal.
- 13a.11 An Employee who, in the opinion of the Fire Chief, is unable to perform all of his duties due to illness, injury, pregnancy, or other medical condition, may, at the Employer's discretion, be placed on sick leave. The Employer shall have the right to require the Employee to submit to an examination by a qualified medical professional selected by and paid for by the Township. The scope of the examination will be limited to an assessment of whether or not the Employee is capable of performing all of the essential functions of his job. In the event that the Employee presents a detailed opinion from the qualified medical professional selected by the Township which certifies that the Employee was able to perform all of his duties at the time that he was placed on sick leave, the sick leave will be re-credited.
- 13a.12 An Employee who is laid off shall, upon reinstatement, have placed to his credit, all accumulated and unused sick pay existing at the time of the layoff.
- 13a.13 If an Employee is hospitalized while on vacation, the days of hospitalization will be charged against sick pay rather than vacation upon the request of the Employee and upon submission of documentation of the hospitalization.
- 13a.14 An Employee may be permitted to convert vacation time to sick time on a day for day basis provided the Employee has no sick time standing to his credit at the time of the conversion.
- 13a.15 Where an Employee, due to hardship, has depleted all sick time and vacation time accumulated and, where the Employee is on an approved sick leave of absence, the Employee may receive sick time donated by other Employees so long as the donating Employee gives written notice to the Township to provide such payments for such time. Such donated sick time cannot be used as justification for extending sick leave nor as a defense against excessive absence.



13a.16 If a medical review, conducted at the request of the Township and not disputed by the Employee, indicates that it is very unlikely that the Employee will ever again be able to perform the essential function of his job, the Township may terminate the Employee by paying at full value his remaining sick leave and other appropriate termination benefits, and refill the position. If the prognosis is disputed by the Employee, then the Employee may seek the opinion of a second physician as to their fitness for duty and the likelihood of their return to full duty. In the event that there is a conflict between the opinion of the first physician and the physician selected by the Employee, the two physicians shall select a third, impartial physician in the appropriate medical specialty to evaluate the issue in dispute and his opinion will be final. The third physician must be selected within seven (7) days after the request by the Township for review by a third physician. In the event that the Employee's physician fails to cooperate within this time period, the independent physician will be selected by the physician which had previously been selected by the Township. Failure of the Employee to appear for the independent examination may result in disciplinary action for the Employee and a determination that the evaluation offered by the first physician selected by the Township will be final.

13a.17 The employer understands that on rare occasions circumstances arise beyond the control of the employee that may prevent them from reporting to work as scheduled, or while at work require them to leave during their shift. When such a situation occurs the employee can request up to 24 hours of Calamity Leave. Calamity Leave will be deducted from the employee's vacation leave, or in the case of an employee who has expended all his/her vacation leave, the employee may borrow vacation leave from the following year. Calamity Leave can only be used in increments of 8, 16 or 24 hours with a maximum of 24 hours per calendar year. If an employee uses an amount of Calamity Leave less than 24 hours the remaining hours may be used at another time either as vacation or calamity leave in the same calendar year. If an employee is granted Calamity Leave the employee will, upon returning to work, fill out a form provided by the employer detailing the circumstances that necessitated the leave. The following list includes examples of situations that may require the use of a Calamity Leave:

- Auto accident involving employee
- Emergency to property in home
- Family emergency such as spouse in an accident
- Other emergencies as approved by the Chief

Examples of unacceptable reasons include:

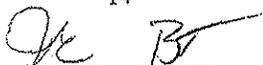
- Illness or death of someone not covered by Articles 2.2 and 14.3
- Anything that is not an acute, urgent situation

During 2014, the Firefighters Union and Township management representatives will utilize the calamity leave provision on a trial basis. At the end of 2014, Union and Management will meet to review their respective experiences and opinions with this Article. The calamity leave article will be made a permanent part of this contract only if both parties agree to its final changes (if any) and implementation.

#### ARTICLE 13b - OCCUPATIONAL INJURY/ILLNESS LEAVE

13b.1 Occupational injury/illness leave ("OII Leave") is a form of leave of absence (with or without pay) and is governed by policies, provisions and rules governing leaves of absence. OII Leave will generally be granted and OII pay will be extended to full-time Employees covered by this agreement who have incurred a service connected injury or disabling occupational disease in the course of and arising out of employment with the Township. The following rules govern OII Leave:

- (a) OII pay during an approved leave shall be, in effect, the difference between pay from the Bureau of Worker's Compensation for lost wages and the Employee's current straight time wage from the Township.



The Township reserves the right to pay 100% of the Employee's wages as part of the Wage Continuation agreement between the Township and the Ohio Bureau of Workers Compensation.

(b) When an Employee applies for OII leave and OII pay, he must execute an agreement assigning to the Township any such pay from the Bureau of Workers' Compensation during the period of the leave and all necessary forms (including the Bureau's Wage Continuation agreement) to process the appropriate claims with the Ohio Bureau of Worker's Compensation. After approval of the OII leave by the Fire Chief or, in his absence, the Township Administrator, the Township will issue a check to the Employee for each pay period equivalent to the Employee's current straight time wage for each pay period.

(c) In the event that OII leave is denied by the Fire Chief or, in his absence the Township Administrator because he was unable to certify the Worker's Compensation claim, the Employee may apply for sick leave. If sick leave is granted and sick pay is extended, the Employee may have his sick time re-credited if and when the Ohio Industrial Commission finds that the injury was, in fact, compensable for time off under the Ohio Worker's Compensation system and the Employee turns in to the Township the subsequent Worker's Comp check(s) pertaining to lost time.

(d) An Employee seeking approval for OII leave must report the injury/occupational illness immediately by completing the OII report/application form, having it signed by the immediate supervisor, and filing it with the Battalion Chief not later than twenty-four (24) hours following the injury or onset of occupational disease. Exceptions to the 24-hour requirement shall be made in cases of diseases or injury which, by their nature, do not become symptomatic within this time frame.

(e) The Township shall have the right to require an Employee seeking approval of OII Leave to submit to examination/evaluation of the cause and nature of the Employee's claimed injury or occupational disease. OII pay may be extended provisionally or may be withheld pending a determination of proximate cause by the physician selected by the Township. In the event that there is a conflict between the opinion of the physician selected by the Township and the physician of the Employee, the two physicians shall select a third, impartial physician in the appropriate medical specialty to evaluate the issue in dispute and his/her opinion will be final. The third physician must be selected within three (3) days after the request by the Township for review by a third physician. In the event that the Employee's physician fails to cooperate within the three-day period, the independent physician will be selected by the physician which had previously been selected by the Township. Failure of the Employee to appear for the independent examination may result in disciplinary action for the Employee and a determination that the evaluation offered by the physician selected by the Township will be final.

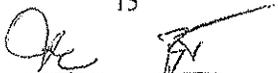
(f) As a condition of OII pay, the Township may require the Employee to execute authorizations for medical records and may require the Employee to submit to periodic examinations. Failure of the Employee to submit to examination at a time scheduled by the selected physician may result in the rejection or termination of the Employee's OII leave.

(g) If, in the judgment of the physician selected by the Township, the injury or occupational disease is such that the Employee is capable of performing his regular duties or light duties during the period of convalescence, the Township may require the Employee to report for such duty as the Township may have available within the Employee's limitations.

(h) An Employee on OII leave may not be returned to work without medical approval. The Township may require approval from both the Employee's attending physician and the physician selected by the Township.

(i) OII leave will end upon the earlier of:

1. The Bureau of Worker's Compensation discontinuing temporary total disability compensation; or
2. Granting of disability retirement by the Police and Firemen's Disability and Pension Fund of Ohio.



3. Discovery by the Township that the Employee is engaging in activities inconsistent with his OII.
  4. Termination of the Employee's employment with the Township.
  5. Ineligibility of the Employee for work-related leave status.
  6. The conclusion of the Fire Chief that, despite the passage of one week since a written request, the Employee is not diligently pursuing payment of Workers' Compensation benefits.
  7. The discovery that an Employee has been on work-related leave status for 12 weeks and no extenuating or special circumstances exist that would justify the delay in action by the Bureau of Workers' Compensation.
- (j) An Employee shall not receive vacation, holiday or sick leave pay during an OII leave with pay. However, the OII leave period shall be used for computing vacation credit.
- (k) Whenever an Employee is required to leave work because of a work related injury, the Employee shall be paid for the remaining hours of that workday, or shift, at his regular pay. Such time shall not be charged to leave of any kind.

#### ARTICLE 14 - FUNERAL LEAVE

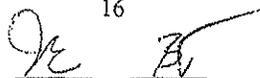
- 14.1 Leave with pay for participation in funeral services or arrangements shall be granted to Employees when a death occurs in the Employee's immediate family.
- 14.2 Extent of Benefit. One (1) paid tour of duty shall be granted to 24/48-hour Employees or three (3) eight-hour duty days shall be granted to 40-hour Employees. If a death in the immediate family occurs while Employee is on duty, and the Employee leaves his tour of duty, the remainder of that day shall not be counted toward the above-funeral leave. Additional funeral leave may be approved by the Fire Chief or his designee. However, any leave in excess of that set forth in this Section shall be charged against the Employee's accrued sick leave.
- 14.3 In the event of the death of an individual not a member of the Employee's immediate family, upon Employee request, the Chief may, if he in his sole discretion decides that there existed a closeness warranting the Employee's attendance at the funeral and related activities, grant funeral leave. However, in this case, the funeral leave will be charged against the Employee's vacation time of the Employee's choice, including borrowing against the following year's vacation if the death occurs late in the year.

#### ARTICLE 15 - JURY LEAVE

- 15.1 An Employee accepting jury duty shall be considered a 40 hour Employee from the standpoint of departmental work and be relieved of all duties, including inclusive weekends and holidays during jury duty and the Employee shall receive his regular rate of pay provided all fees for his jury service are turned over to the Employer. However, an Employee on jury leave must report for work on any scheduled workday when he is released from jury duty before noon

#### ARTICLE 16 - SUBSTITUTION OF EMPLOYEES

- 16.1 The Employer will permit substitution under circumstances where there is no decrease in skill and efficiency on the affected shifts and maintains the option to substitute on other bases if equal qualifications are available or not needed. Example: If the Employee is trading with someone who has equal essential qualifications (i.e. Lieutenant for Lieutenant or qualified actor, or FAO for FAO). However, if a driver wanted to trade with a non-driver and there were already sufficient drivers at that station, such a trade could be permitted.



- 16.2 Starting in 2008, for purposes of time trading, a qualified actor shall be defined as anyone on the official department list of potential actors who has successfully completed the most recent promotional process with a passing grade. A qualified driver is anyone on the official department list of drivers as may be updated from time to time.
- 16.3 In the event that a requested Employee substitution is approved pursuant to existing rules and guidelines, and given that the substitution does in fact occur as approved, the Chief of the Department, or his designee, retains the unilateral right to adjust all personnel assignments, including those Employees not involved in the substitution, for the duration of the trade.
- 16.4 Time trading will not have an effect on the counting of hours worked for purposes of overtime calculation. Employees desiring to substitute for each other (trade shifts) shall complete a form provided by the Employer and submit it to the Battalion Chief for approval at least 24 hours in advance. In the case of extenuating circumstances, approval may be granted at the discretion of the Battalion Chief for substitution forms (102) submitted with less than 24 hours advance notice. The purpose of the form is to insure that participating Employees and their supervisors know who is working when Trades must be voluntarily entered into, approved in advance, and made and paid back within twelve (12) months.
- 16.5 Any department-wide activities scheduled prior to the approval of substitution (e.g. fit testing, personal protective equipment checks or repairs, physicals, training, etc.) that are missed as a result of a substitution have to be made up by the Employee without reimbursement or additional expenses to the department. The training must be completed in a reasonable period of time through the Lieutenant of the normally assigned employee.

#### ARTICLE 17 - UNION BUSINESS

- 17.1 The Employer agrees to allow the Union to conduct its business meetings in Township facilities and allow on-duty personnel to attend such meetings, provided that attendance does not interfere with the efficiency and operation of the Department.
- 17.2 Two bulletin boards will be provided and replaced as necessary at each Fire Station. The intent is one board for Union information and one for management information; however, neither will have exclusive rights of use. It is understood that these boards are intended to spread information which may include general notices from either group or safety information, etc. No obscene, immoral, scurrilous, or vituperative matter may be posted. The board shall be kept neat and orderly.
- 17.3 The Township agrees to allow up to a maximum of ninety (90) hours paid leave per year for Union officers or their designees to conduct Union business, providing that, in the Chief's discretion, said leave will not cause overtime payments to be made to said officers' replacements, unless in the opinion of the Chief the mutual gain of information outweighs the cost of overtime replacement. Any additional Union officer(s) or their designees requesting Union business leave for that same time period will be subject to manpower limitations. It would be the intent of the Employer that this Union business leave be oriented toward identifying and briefing Management and Employees alike on trends in improving working conditions--and not be used to advocate/promote more narrowly defined Employee compensation/benefit matters. The expansion of the Chief's discretion to grant union business leave even if it entails overtime replacement is predicated on a Union commitment to share conference-specific information with Management upon attendee's return. This sharing will include, but not necessarily be limited to, a written summary of conference participation and what was learned.

#### ARTICLE 18 - AUTHORIZED LEAVE (MILITARY)

- 18.1 Union Employees who are members of any National Guard unit or military reserve component of U.S. Armed Forces are entitled to an unpaid leave of absence for any time they are in the military service on field training or



on active duty. Such leave will be granted by the Fire Chief who will be shown orders from military authorities not less than thirty (30) days prior to the beginning of such training or active duty period, except in case of emergency. To minimize budgetary/personnel risk exposure to the Employer, the above provisions are applicable only to Employees who are/were active members of the Armed Forces at the time they became/become Employees.

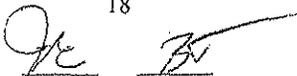
- 18.2 Military training leave shall be without pay. However, the Employer will, in the case of the annual two (2) week "summer camp" for members of the National Guard or above-cited component of the U.S. Armed Forces, pay the difference between military pay and regular straight time pay that would have been earned during the period of annual training. The Employee must file a certificate of military pay with the Township Fiscal Officer in order to receive their benefit.
- 18.3 When an employee returns from a military-related absence, all rights and responsibilities will be determined according to the "Uniformed Services Employment and Reemployment Act of 1994", as amended from time to time.

#### ARTICLE 19 - LAYOFF/RECLASSIFICATION/RECALL

- 19.1 In the event of a layoff, probationary, part-time, and temporary Employees shall be laid off before any permanent, full-time Employees are laid off. Thereafter, the order of layoff shall follow, first, inverse order of rank (including ranks (Firefighter 1 - 6) and, second, within rank, inverse order of seniority in that rank. In the event the Employer, in its sole discretion, finds it fiscally necessary to close an existing fire station, the Employer has the right to temporarily reclassify remaining firefighters in accordance with the role/duties to which they are reassigned. (For example, if a fire station was temporarily closed and firefighters were reassigned to the remaining stations, the department would need one less Lieutenant per shift. Therefore, the three least-senior Lieutenants could be reclassified to the highest firefighter classification covered by the Collective Bargaining Agreement then in effect). The Employer would end this temporary reclassification as soon as: 1) attrition among Lieutenants not reclassified (in which case each position would be refilled by the most senior reclassified Lieutenant still available) or 2) the triggering event were reversed (i.e., the station was reopened and the laid off firefighters were recalled or, if they did not wish to return, were replaced). It is understood that such reclassification will reduce compensation to the former Lieutenants and thus may reduce the number of firefighters who have to be laid off. A current seniority list of bargaining unit personnel shall be maintained and posted by the Chief.
- 19.2 Laid off Employees will be placed on a layoff list and, as long as they have maintained, at their own expense, their appropriate certifications and currency and, conditional upon passing the agility test in effect at the time of recall, will be eligible for recall for three years from the date of layoff. Recall shall be done in the reverse order of layoff, that is, the last Employee laid off shall be the first recalled. No new Employees will be hired to positions under this Agreement while there are Employees on the layoff list eligible for recall unless such eligible Employees decline the position when it is offered or fails to respond to the recall offer within seven (7) days after notice to their respective last known addresses.
- 19.3 In the event an Employee is laid off, he may receive payment for earned but unused vacation and/or prorated holiday pay and prorated longevity pay if eligible.

#### ARTICLE 20 - HOURS OF WORK

- 20.1 The Employer shall have the right to establish and change work schedules to meet the needs of the Department and the needs of the Township. Except for emergencies or unforeseen staffing shortages due to injuries or illness (whether or not light duty is involved), discipline (including pending discipline and actions taken to prevent anticipated discipline) or scheduling for light duty or training, or layoffs, the Employer shall give Employees thirty (30) days advance notice of any major changes in types of schedules.



- 20.2 The exception to the notice requirement in Article 20.1 is the instance when an Employee accepts a voluntary Floater position, which by its nature, does not allow for a thirty (30) day notice.

#### ARTICLE 21 - EMERGENCY CALL-IN

- 21.1 If, by the determination of an on-duty officer, and in conjunction with departmental standing operating procedures, an emergency situation exists and off-duty Employees are called upon to respond, those Employees shall be paid for the actual time spent on response. If the actual time worked is less than one (1) hour, the Employee will be paid for one (1) hour. There will be no duplication or pyramiding of minimums.
- 21.2 All hours worked by personnel during off-duty emergency responses shall be paid at one-and-one-half (1 1/2) times the Employee's hourly rate regardless of total compensable hours accumulated during the Employee's 28-day work cycle. Such emergency responses shall be interpreted to include all aspects of a scene needing immediate attention, e.g. arson investigation as well as fire suppression.

#### ARTICLE 22 - ACTING SUPERVISOR

- 22.1 An Employee who is assigned to acting supervisor shall be paid for those hours worked as acting supervisor at the rate for the pay grade which is one (1) grade higher than his own pay grade. The Employer maintains a management right to select Employees for assignment to acting supervisory roles and to change any process by which it conducts such selections. However, in exercising this right, it will provide as much notice of selection process change as practical, in order to allow all eligible Employees to prepare/posture themselves to be competitive for selection.

#### ARTICLE 23 - RESIDENCY

- 23.1 Employees are expected to live close enough to their assigned fire station so that they can respond to emergency call-ins within a reasonable period of time. While residency is not a requirement, the Employer believes that it is helpful for Employees to be residents and taxpayers of the jurisdiction they serve. Therefore to symbolically compensate for the cost differential of living in Anderson Township, all Employees who, in the sole discretion of the Fire Chief, have physically resided in Anderson Township for the entire 12-month preceding period, shall receive a payment of \$100, to be paid in March of the following year.

Due to budget constraints the Union agrees to waive this payment for the calendar years of 2014, 2015 and 2016.

#### ARTICLE 24 - PHYSICAL EXAMINATIONS

- 24.1a All Employees shall have a complete physical each year, to be paid for by the Township or through the Township health insurance package. Unless otherwise decided by the Employer, these examinations shall be conducted as a group by a physician and at a time designated by the Employer and shall include, but not be limited to, the following tests:

Physical assessment (If the Employer so designates, these tests shall be conducted by each Employee's personal physician and paid for by the Employer or the Employer-provided health insurance carrier. In this case, unless there is performance/evidence/exposure to the contrary, each physician shall determine which tests are medically necessary to be given from the approved following list)

EKG - (resting every year and stress every other year unless recommended more often on an individual basis by a physician of the Township's choosing or the selected testing facility; 40-hour, non-emergency response personnel will not routinely be given stress EKG's)

Urinalysis  
CBC  
Cholesterol + triglycerides  
Pulmonary function  
Chest X-Ray - (to be conducted every five years unless otherwise indicated)  
Hearing test  
Vision Screening  
TB Screening  
PSA Screening

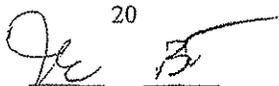
In the event that a Firefighter is ill or incapacitated and is not able to take all or part of the annual physical, the Township may, at its discretion elect to substitute, for part or all of the physical exam, a review of the Employee's medical evaluation and treatment records by the Employee's physician or a physician of the Township's choosing and receive a written report including diagnosis and prognosis. The purpose of the report is to allow planning for temporary duty restrictions and/or the earliest possible filling of positions in the case of permanent disability. The report will be treated with the same level of confidentiality afforded reports of actual examinations, and the Employee will be required to sign any permission forms required for the appropriate physicians or hospitals to release this information--just as he is required to sign release forms to consent to the physical examination.

- 24.1b In addition, all emergency response personnel and all those driving Township vehicles will be subject to two (2) or less random group drug tests per year, said tests to be conducted, if possible, by an agency under contract for physical examinations and to follow National Institute on Drug Abuse (NIDA) guidelines on "chain of custody." Furthermore, all Department personnel will be subject to individual drug or alcohol testing on a "for cause" basis. Cause would not be considered established except upon documentation by a Fire Department Officer and review by the Chief. Examples of cause might include unusual behavior, a vehicular accident of suspicious nature, or the smell of alcohol on an Employee's breath. Before "cause" is determined to exist, the individual involved will be informed of the suspicion and have an opportunity to explain his behavior. In the event of a positive alcohol or drug test, a re-analysis would be automatically indicated prior to any departmental action. Furthermore, any time an Employee believes he is developing a tendency toward drug or alcohol abuse, he may avail himself of Employer rehabilitative support without fear of punitive action. In the event that drug abuse is discovered through testing, the Employer shall have the sole discretion to decide whether rehabilitation or discipline is the appropriate response based on the severity of any related incident. Any repeat offenders following attempted rehabilitation will be subject to dismissal.
- 24.2 If the annual physical is to be performed by the physician selected by the Employer whenever possible, it shall be scheduled during duty hours and both the Employee and the Fire Chief shall be entitled to a full report of the examination results. The Chief may, at his discretion, provide these to a physician of the Township's choosing for further consultation.
- 24.3 The township will provide at least one fitness evaluation per year for all employees under this contract. Evaluations will be designed to assist Employees in maintaining good fitness levels as required by this profession. Each Employee will be evaluated, records kept, and his annual fitness participation will be further evaluated as a part of his annual performance review.

Due to budget constraints the Union agrees to waive this article (24.3) for the calendar years of 2014, 2015 and 2016.

#### ARTICLE 25 - LEGAL REPRESENTATION

- 25.1 The Employer agrees to defend, indemnify and hold harmless any Employee from actions arising out of the performance of his official duties as required by Section 2744.07 of the Ohio Revised Code.

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## ARTICLE 26 - LEGAL APPEARANCE

- 26.1 Each Employee who is required, at a time other than his regular tour of duty, to appear in court, give depositions or affidavits, make statements to police or other public investigators, observe line-ups, or engage in any other type of legal appearance growing out of the performance of his duties as an Employee shall be compensated for the actual time spent in these required activities. The only exception shall be if the Employee and/or his colleagues are bringing or contemplating bringing legal action against the Employer, and the Employee's legal appearance/activities is in support of such a claim.
- 26.2 Each Employee required to appear as a witness in a criminal or civil case arising out of the performance of his official duties and who has acted properly and in accordance with applicable laws, regulations and/or work rules shall, at their option, have access to legal advice from the Township's legal counsel at no cost to the Employee, so long as there is no conflict of interest.
- 26.3 Each Employee who is required to appear in court while on duty as stated in 26.1 and 26.2 of this Section shall be retained on paid status.

## ARTICLE 27 - HEALTH/DENTAL/VISION INSURANCE

- 27.1 Employer plans to continue to offer during the term of this contract an insurance plan having the terms of the coverage, including the Township reimbursement policy existing on January 1, 2007, or equivalent coverage as described in the Employee Health Benefit Program. The Employee Health Benefit Program can be found in the department central data base system. The Employer will pay the full premium for such coverage. However, the Employer will have the option to have the Employee pay for the first \$70 of deductibles under a single coverage plan and for the first \$192 under a family plan. The Employer also retains the right to have the Employee pay for 50% of any premium increases for family coverage which is over and above that of the cost of single coverage.
- 27.2 The Township shall have the right to change carriers or self-insure as long as the benefits remain equivalent.
- 27.3 The term "equivalent" as used in 27.1 and 27.2 shall be interpreted to mean "approximately the same" and is not intended to prohibit administrative shopping for the best value for the taxpayers' dollar nor impede trading a feature in an existing policy for a different but similarly valued feature in another. If questions persist as to equivalence of coverage/benefits under this article, it shall be ultimately defined by whether or not 50% of the total number of covered Employees have had to personally pay an average of more than 1% of their aggregate salaries to maintain the same services as in the previous year. However, it is not the intent of this provision to permit a permanent reduction of benefits.
- 27.4 The Employer shall not be liable for unilateral reductions in benefits made by the insurance carrier. A reduction of benefits by the carrier is not grievable or arbitrable. If insurance coverage is deemed inequitable by the Union under 27.2, the Employer and the Union shall bargain about the effects of such reduction.

## ARTICLE 28 - LIFE INSURANCE

- 28.1 Life insurance shall be provided at an amount equal to each Employee's current annual salary plus \$15,000, up to \$165,000.
- 28.2 In the case of accidental death, insurance shall be maintained at \$15,000 plus double the level of the employee's annual base salary. All benefits paid from such policies shall be made to the Employee's designated beneficiary or his estate.



28.3 The Employer will provide the Union, upon request, with a copy of each policy covering Employees under this Agreement.

**ARTICLE 29 - FIREFIGHTER PARAMEDIC LICENSURE**

- 29.1 During the period of this contract, all firefighting personnel, who are currently certified as firefighters and paramedics, will maintain their firefighter and paramedic certification and perform as such.
- 29.2 Any additional full-time personnel hired under this contract shall be required to achieve and maintain firefighter and paramedic licensure, certifications in the State of Ohio.
- 29.3 A failure to maintain certification as a firefighter or paramedic can be deemed a resignation unless it can be documented that this failure was not the fault of the employee. (Example: records or communication mistakes at state level, out of the control of the employee.)

**ARTICLE 30 - WAGES**

30.1a Wage increases for employees covered by this agreement will follow the schedule below:

Change	2014 % Increase	2015 % Increase	2016 % Increase
Amount	0.5%	Reopen Wages only	Reopen Wages only

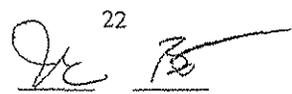
30.1b

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Firefighter 1	\$49,412.67		
Firefighter 2	\$52,735.91		
Firefighter 3	\$56,059.14		
Firefighter 4	\$63,376.13		
Firefighter 5	\$68,582.47		
Firefighter 6	\$73,172.42		
Lieutenant*	\$80,489.68		

\* Lieutenant pay grade is 10% above the Firefighter 6 pay grade.

If, in response to an opening in the firefighter ranks, a candidate is accepted who can demonstrate significant training and experience over and beyond the minimum requirements and those of his/her fellow applicants, the Chief shall have the discretion to start said new firefighter at any of the firefighter ranks below Firefighter 6. However, such a commitment to a new firefighter will be contingent upon him successfully completing recruit class training at Firefighter 1 pay. Any such entry above Firefighter 1 shall have no impact on time in rank or departmental seniority.

30.2 To better provide experienced Employees for fill-ins, an opportunity will be provided for Firefighters with specific qualifications and Lieutenants for a voluntary floater list. As vacancies occur which cannot be appropriately filled calls will be made to those on this list in a rotating basis, based on need. If the Employee

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agrees to float to the needed shift, he will be compensated for each 24 hour shift in the following additional amounts: \$100 for a Firefighters and \$125 for a Lieutenant.

- 30.3 Hourly rates for Employees shall be determined by dividing total annual compensation (base + paramedic) by 121.33 and then that result shall be divided by 24.
- 30.4 Overtime. Overtime shall be paid at a rate of one and one-half (1 1/2) times the Employee's hourly rate for all hours worked in excess of two-hundred twelve (212) in a 28-day period, and as provided for in Section 30.5. For purposes of calculating overtime hours to be paid under this section, any time during which Employees are on leave, for any reason, unless specifically addressed otherwise in this Agreement, shall not be considered in total time worked.
- 30.5 Replacement Time. Any time Employees are called in to work a tour of duty or partial tour of duty, as a replacement to meet the minimum staffing levels, the Employee shall be compensated at one and one-half (1 1/2) times his hourly rate for that time, regardless of the total amount of hours that have been worked during the normal 28-day cycle. However, these hours shall not be considered in total time worked for overtime calculation. Payment for these hours shall be made on the paycheck following the date when the replacement tour occurred. SOG's on replacement time shall be consistently followed.
- 30.6 Other Hours. Any hours worked by Employees which are other than their regularly scheduled hours, and are not in excess of the two-hundred twelve (212) hours in a 28-day cycle, shall be compensated at the Employee's normal hourly rate, except as specifically provided elsewhere in this Agreement. (Note 1998 expansion of 21.2.)
- 30.7 Each Employee shall receive, on the payroll check immediately following the end of the established work period, payment for overtime hours earned during the previous 28-day period.
- 30.8 Any Employee temporarily assigned to work a schedule other than that which the Employee normally works, and the temporary schedule is of lesser hours than that which the Employee usually works, the Employee shall be paid his normal wage as if he were working his normal schedule.
- 30.9 An Employee may elect to accept compensatory time in lieu of overtime pay as defined in Article 21.1, 21.2, 30.5, 36.3 and other time worked related details where the rate of one and one-half (1 1/2) times his hourly rate for that time was applied.

Time for which an employee is normally compensated one and one-half (1 1/2) times their normal pay is called replacement time (R). Actual hours worked for which there is no immediate remuneration that is intended for eventual compensatory time conversion is called "normal banked time" (NBT) while time off utilizing banked time is called compensatory time (CT). Normal banked time multiplied by 1.5 will equal an employee's CT allowance. The department will establish a method by which these separate amounts are tracked.

Any employee requesting to have future replacement time converted into banked time must put this request in writing on the department-approved form (Form 103) and deliver said form to his/her shift BC (i.e. in BC's physical possession) in advance of working the replacement/bankable time, except for emergency shift replacement, in this case the form shall be provided in a reasonable time period during the hours worked. Failure to submit the required form to the employee's shift BC before the start of the time being worked will automatically render the time to be paid as replacement time (replacement time is the default classification for any out-of-shift, station-staffing work).

- 30.10 When an Employee requests to use comp time (CT), the request for such time must be submitted to their shift BC (on Form 103) no less than six (6) calendar days before the shift day in which time requested is to be taken. Submission of such requests can be made less than six (6) days before if mutually agreeable to the Employee and the Employer. It is unlikely that CT will be granted if it would cause overtime on the requesting employee's shift.

- 30.11 Requests to use CT shall be approved (if available) Thirty (30) days in advance of the requested date, but no earlier than (30) days out even if the request was made prior to the (30) day deadline. Ordinarily, CT consideration will be given on a first-submitted, first granted (if available) basis. The exception being when more than one request for the same time is submitted prior to the 30 day deadline. In such instances, if CT is granted it will be granted in order of rank and then seniority in rank.
- 30.12 CT time must be taken in at least six (6) hour increments per written request. CT may be taken on holidays with the understanding that the Employee using CT on the holiday forfeits their right to holiday pay under article 33.3.

CT time use will not consider classification differentials. That is, an employee who accrues 12 hours of bankable time will still only receive 18 hours of CT.

Requests for CT will also not be granted during the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve or Christmas nor during the hours of 0000 through 0700 of the immediately following calendar day (i.e. remainder of these shifts). Each Battalion Chief will be responsible for the distribution of CT on their respective shifts and their determinations will be final.

**ARTICLE 31 – LONGEVITY**

31.1 All full-time Employees shall be entitled to length of continuous service compensation. Beginning at the end of the tenth complete year of continuous service, each Employee shall receive an additional one hundred dollars (\$100.00). An additional one hundred dollars (\$100.00) shall be paid for each continuous year in excess of ten (10). Starting in the year 2001, each Employee eligible for such longevity pay shall receive an additional twenty dollars (\$20), making the total longevity pay for 2001 and each continuous year of service thereafter payable in increments of one hundred twenty dollars (\$120), as reflected in the following chart.

Hire Date	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
1981	500	600	700	800	900	1000	1120	1240	1360	1480	1600	1720	1840	1960	2080	2200	2320	2440	2560	2680	2800	2920
1985	100	200	300	400	500	600	720	840	960	1080	1200	1320	1440	1560	1680	1800	1920	2040	2160	2280	2400	2520
1989					100	200	320	440	560	680	800	920	1040	1160	1280	1400	1520	1640	1760	1880	2000	2120
1990						100	220	340	460	580	700	820	940	1060	1180	1300	1420	1540	1660	1780	1900	2020
1991							120	240	360	480	600	720	840	960	1080	1200	1320	1440	1560	1680	1800	1920
1992								120	240	360	480	600	720	840	960	1080	1200	1320	1440	1560	1680	1800
1993									120	240	360	480	600	720	840	960	1080	1200	1320	1440	1560	1680
1994										120	240	360	480	600	720	840	960	1080	1200	1320	1440	1560
1995											120	240	360	480	600	720	840	960	1080	1200	1320	1440
1996												120	240	360	480	600	720	840	960	1080	1200	1320
1997													120	240	360	480	600	720	840	960	1080	1200
1998														120	240	360	480	600	720	840	960	1080
1999															120	240	360	480	600	720	840	960
2000																120	240	360	480	600	720	840
2001																	120	240	360	480	600	720
2002																		120	240	360	480	600
2003																			120	240	360	480
2004																				120	240	360
2005																					120	240
2006																						120
2007																						
2008																						
2009																						
2010																						

31.2 Employees who resign, are laid off, or retire from employment shall be entitled to any prorated earned longevity pay when the final paycheck is issued. Any Employee terminated from Township employment for disciplinary reasons, shall forfeit all rights to longevity pay.

#### ARTICLE 32 - VACATION

32.1 Each Employee regularly assigned to a 24/48-hour schedule or other schedule that is not a regular 40-hour week schedule shall be allotted vacation time in accordance with the following schedule:

1 year of service	- 120 hours
2 years of service	- 144 hours
3 years of service	- 168 hours
4 years of service	- 192 hours
5 years of service	- 216 hours
10 years of service	- 240 hours

Plus 24 hours for each additional five (5) years service over ten (10), but not to exceed 336 hours per year.

32.2 Vacation time covered by this contract shall be scheduled by the Employees in order by rank except as specified in Article 12.7, and then seniority, with a maximum of three (3) off on any given day for vacation or holiday per shift.

32.3 All accrued vacation time shall be awarded after completion of one (1) year, and on January 1 of each year thereafter.

32.4 In the cases of administrative transfers between tours which are not related to disciplinary action, transferred Employees shall be allowed to maintain their approved vacation schedule for the remainder of that calendar year.

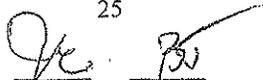
#### ARTICLE 33 - HOLIDAYS

33.1 Each 24/48-hour Employee shall be entitled to six (6) holidays per year, to be taken at his discretion, upon approval of the Chief and subject to the Departmental Rule that said time off not be scheduled in a way which would increase overtime pay. To partially implement this intent, each such Employee, will in accordance with departmental policy, schedule one (1) "RH" Required holiday during each of his/her ten tour rotations in the following year.

33.2 Any Employee permanently assigned to a 40-hour work-week shall be entitled to receive and celebrate the same holidays as authorized in the Employee Handbook, as from time-to-time amended. If any 24/48 Employee temporarily assigned to a 40-hour work-week for limited duty, schooling, or other legitimate reason is at risk of losing his holidays at an approaching year-end, he may convert his holiday hours by dividing by 1.4 and take the resulting holiday time while on the 40-hour schedule, with authorization from the Chief or his designee.

33.3 Official Holidays Worked. Any scheduled Employee regardless of whether they are 24/48-hour or 40-hour shall be compensated at one and one-half (1 1/2) times their hourly rate for the following days that begin at 0700 (for 24/48-hour) and end the following morning of the holiday.

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Handwritten signatures of two individuals, one appearing to be 'JTC' and the other 'BW', with horizontal lines underneath.

#### ARTICLE 34 - CARRYOVER OF VACATION/HOLIDAY

- 34.1 If any Employee is prohibited from taking scheduled vacation and/or holiday time by the necessity to take sick or OIL leave, the Chief may authorize the carryover of up to 25% of such time off to the following year. Otherwise, to make scheduling more logistically practical, no automatic carryover will occur. In order to make vacation and holiday time off more useful, the Chief may experiment with alternative approaches to time-off sign-ups during the term of this Agreement.
- 34.2 There shall be no payment made for earned but unused vacation time, except as provided in this Agreement.

#### ARTICLE 35 - CLOTHING

- 35.1 Each initial hire Employee shall be issued uniforms that comply with the current policy for uniforms. At the time of this contract it would include 4 pairs of duty pants and 4 golf shirts, 1 jacket, 1 pair of shoes, 1 belt, 4 T-shirts, 2 sweatshirts, 1 pair gym shorts, and 1 pair of sweat pants at Township expense (type, style, and manufacturer or substitution thereof to be determined by the department). As a result of possible misrepresentation of official personnel, the uniforms of all employees who quit, transfer, or are otherwise terminated shall be returned. Exceptions to the uniform return are: a) Employees who retire shall be allowed to keep their helmet and their Class A uniform, b) Employees who die while employed as a firefighter shall have the option of being buried in their Class A uniform or having their Class A uniform presented to his/her next of kin and, in either case, his/her helmet presented to the next of kin, and c) Employees who resign in good standing (determined in the sole discretion of the Chief) after at least 5 years of career-time service, shall have the option to purchase their helmet for \$50.
- 35.2 Each Employee, upon completion of probation, shall receive an annual allowance of \$350.00 with which to purchase approved uniforms as detailed below. The allowance will be maintained by the department and all approved purchases will be deducted from the employee's total amount when an invoice is received. Approved purchases include any items listed in the uniform policy and purchases from approved vendors in the same. Any unapproved purchase will require payment from the employee to the vendor or the Township at the Townships discretion. Purchases beyond items listed in the uniform policy may be approved by the Officer in charge of uniforms. In each January during this contract, following his/her probation, each Employee shall receive on account \$350 to be used for approved uniform purchases. If an employee completes probation after January, he will receive 1/12 of \$350 for each remaining month of the year then and the following January he will receive another \$350. If the probationary period of an Employee is significantly extended, the Chief will make accommodation in the Employee's uniform allowance, within the spirit of this section. All Employees shall be responsible for purchasing and wearing approved uniforms in satisfactory condition at all times on duty.

Due to budget constraints the Union agrees to a uniform allowance of \$300 for the calendar years of 2014, 2015 and 2016.

At any point in time after an Employee has successfully completed probation, the Employee may declare to the Chief in writing that he/she wishes to have a Class A uniform. Within 30 days after such declaration, the Employer shall provide components for a Class A uniform, either from existing stock in satisfactory condition or by providing a check in the appropriate amount for the employee to purchase, or any combination thereof: a coat, pants, and any other combination of accessories which total 60% of the cost of the uniform at that time (based on a list of such items as maintained by the department) of the entire approved Class A Uniform. Within 90 days of his/her declaration, the Employee shall have acquired the remaining uniform items. At any time following the end of this 90-day period, the Employee will submit to an inspection of his full Class A uniform by a Chief Officer as reasonably requested.



35.3 In addition to the purchasing credit, each Employee shall receive a \$200.00 uniform maintenance/linen allowance to be paid in June of each year.

Due to budget constraints the Union agrees to a uniform maintenance/linen allowance of \$100 for the calendar years of 2014, 2015 and 2016.

35.4 All fire and EMS protective clothing shall be supplied at Township expense.

### ARTICLE 36 -- TRAINING & EDUCATION

There are several ways in which an Employee may, or may be required to, engage in training and education. Depending upon who initiates the request and the relevance to the Fire Service in general and the Employee's current or probable next assignment, this training and education will receive varying degrees of encouragement and support.

36.1 Employee initiated.

A. Tuition Assistance. If the Employee wants a course grade or a pass/fail, usually in conjunction with a current or future degree program, this is the appropriate alternative. With prior approval of the Chief, an Employee may be reimbursed for tuition and book expenses incurred in obtaining college credits in a fire science or EMS degree program or other course of study approved by the Chief and the Township Administrator in an accredited college or university. Reimbursement shall be based on the following schedule and conditions:

Tuition	Books
Grade A – 100%	10 dollars per credit hour taken, for which a grade of C or higher was received
Grade B – 75%	
Grade C – 50%	

In the case where only a pass/fail option is given, tuition will be paid at 100% for a "pass" grade and 0% for a "fail" grade. If given the choice of taking a class pass/fail or with a letter grade, employees must take the letter grade option in order to receive tuition reimbursement.

Due to budget constraints the Union agrees to cap tuition reimbursement at \$25,000 per year for members covered by this agreement, for the years 2014, 2015, and 2016.

In order for all Employees to receive equal opportunity to take advantage of the Educational assistance a pro-rated formula will determine reimbursement.

Employees will collect all receipts for the entire year. For the purposes of this article the school year shall be considered January 1 to December 31. Employees will submit all requests for reimbursement to the Township on form 105 by January 10. If the amount submitted from all Employees covered by this C.B.A. does not exceed the cap then each Employee will receive full reimbursement. If the amount exceeds the cap the reimbursement will be pro-rated by dividing \$25,000 by the amount requested. This percentage will be applied to all requests for reimbursement. This same formula would be applied to the following "repayment" paragraph.

During any part of a calendar year in which an Employee participates in a degree program that is fully approved for reimbursement by the Employer, or in specific courses so approved (the year of reimbursement), that Employee shall, in the following calendar year(s), "repay" the Employer for its investment in his professional development by continuing his employment with the department. This repayment shall be calculated as a year of service for each \$9,500 (with a 5% increase for each year after 2007) the Employer invests in the Employee's tuition reimbursement and prorated accordingly. (For instance, if the Employee received \$2,500 in tuition reimbursement in 2007, in 2008, he would need to work \$2,500/\$9,500 or 1/3 of a year to repay the Employer for its investment. Similarly, if the Employer reimbursed \$12,000 in tuition for

classes taken by an Employee in 2007, that Employee would owe the Employer 1.6 years of service (\$12,000/\$9,500 = 1.6). The year of reimbursement shall be determined by the first day that grades are issued by the institution, regardless of which year the reimbursement is actually issued (e.g., if grades were issued on December 15<sup>th</sup> of 2007 and reimbursement were not actually made until January 7<sup>th</sup> of 2008, the year of reimbursement would be considered 2007, and the repayment of service time would start on January 1, 2008). Service time repayment can run concurrently with following year class work also being eligible for tuition reimbursement.

In the event that any Employee leaves the service of the Employer prior to the repayment of his service time, that Employee will owe the Employer the amount of tuition reimbursed on his behalf that is still outstanding, i.e., a pro rata proportion of service time owed. Using the first example above, where the Employee owed a total of 1/3 of a calendar year of service time, if that Employee left employment at the end of January, 2008, he would have worked off 1/4<sup>th</sup> of the service time he owed. Therefore he would owe the Employer 3/4ths of the \$2,500 in tuition reimbursement it had provided in 2007 (3/4 x \$2,500) or \$1875. This amount would be deducted from the final payment to the Employee or, if the amount owed exceeded the final pay, the Employee could recover the balance through any lawful means, and the Employee would also be responsible for any Employer legal fees expended to complete the recovery. Financial recovery from an Employee is required regardless of the reason for the Employee's termination prior to the completion of full service time repayment. The only exception will be termination because of work-related injury or illness that is certified by the Bureau of Worker's Compensation.

- B. Continuing Education. This category represents training, in-house or externally taught, for which Continuing Education Units (CEUs) based on attendance and participation alone are given. Time spent by Employees in fulfilling continuing education requirements for obtaining or retaining their paramedic licenses under Ohio law does not constitute compensable working time. The Employer will, however, with "prior" approval by the Chief or his designee pay Employees at their straight time rate for up to sixty (60) hours per year with the understanding that EMS re-certification is the responsibility and priority of the Employee. The Employer will also include, at this straight time rate, other training as approved by the Chief or his designee, up to this sixty (60) hours per year total (not in addition to the previous sixty (60) hours mentioned).

Due to budget constraints, the Union agrees to replace the aforementioned sixty (60) hours per year for continuing education with a cap of forty-five (45) hours per year, for the life of this contract (2014, 2015, and 2016).

The Fire and Rescue Department agrees to conduct three forty-eight (48) hour refresher classes in each of the following years: 2014, 2015 and 2016. Each of the three classes would be split not to exceed thirty (30) hours in a given year, a class would be held in 2014-2015, 2015-2016 and 2016-2017.

- C. Special Schools. Some training relating to Fire and/or EMS, such the Fire Academy or special schools for arson, etc. does not fit under either "A. Tuition" or "B. Continuing Education". If Employees are to receive related benefits and release from work, Employees must be approved by the Chief or his designee for participation in such a Special School. Employees so approved shall receive their normal rate of pay for, and only for, attendance during any duty day; attendance during off-duty hours is not compensable.

36.2 Employer Initiated Training & Education. The Employer may require participation by an Employee in any of the above types of training. In this case, the Employee is entitled to compensation for off-duty time spent in such training as follows in 36.3.

36.3 Compensation/Consideration for Training & Education

- A. Compensation. Subject to the paramedic/EMS exception cited in 36.1 B, if an Employee is required by the Fire Chief to attend any training on off-duty time, the Employee shall be compensated at a rate of one and one half (1 ½) his normal rate of pay for the hours off-duty spent in training. If the training is at the Employee's request, there will be no compensation for off-duty time training, and release from work follows the provisions above (Article 36.1 C) or authorization of the Chief.

- B. Tuition and Supporting Materials. The Township shall provide tuition and necessary materials for training required by the Department. Otherwise, except as described above, these items are the responsibility of the Employee.
- C. Transition Time. When an Employee is required to attend training which requires an overnight stay because of training being conducted on consecutive days, the Employee will be granted training leave for the 12 hours immediately preceding departure and for 12 the hours immediately following return relative to the Employee's normal, 24/48 shift work – the Employee shall work the balance of their 24/48 shift schedule not included therein. Once this 12 hour "grace period" has expired, the Employee will report to work for the start of his next "half-shift", i.e., at 0700 or 1900 hours, but in no case shall the Employee be required to report to work in less than 36 hours of his return. The Employee shall receive their normal pay for such training period, even if the hours in training are less than the hours the Employee would have normally worked during the Employee's 24/48 schedule. In return, the Employee shall not receive any additional compensation for hours spent in training during said period that did not occur on his scheduled 24/48 "shift-day." For example, an Employee reports to a training site in Columbus in the morning rather than starting their tour of duty at the fire station. The Employee attends 8 hours of training and remains in Columbus for the evening and attends the second 8-hour day of training the following day. When the Employee returns, he still has another 24 hours off before reporting to their normal tour so he would not be entitled to training leave in conjunction with his return. The Employee receives full pay despite training only 16 hours in place of a 24-hour shift but does not get additional pay for the training received during the non-shift day (i.e. the Employee's second day of training). The beginning and end of this training leave will be determined by the Chief of the Training Division, or other designee of the Chief, at the time when the training is approved and these determinations will be forwarded to the Chief or the Chief's designee for scheduling.
- D. When an Employee participates in training that is approved, but not required, by the Chief or his designee which requires an overnight stay because of training being conducted on consecutive days, the Employee will be granted training leave preceding departure and immediately following return, if necessary, for a reasonable amount of time. Said leave will be requested by the Employee on the 601 training form for approval of the Chief or his designee prior to the approval of the training.
- E. When the Chief authorizes an Employee to attend a special school and when attendance at any such school requires overnight lodging, the Township will pay reasonable lodging expenses. If lodging is offered as part of the school program, this rate will be acceptable. The Employee shall also be reimbursed for meals according to reasonable accepted standards for the area in which the school is located, but not more than thirty-five (\$35.00) per day. Per Diem meal reimbursement for partial days shall be \$7 breakfast, \$11 lunch, and \$17 dinner. In order to qualify for breakfast and dinner reimbursement, the employee must need to depart by 7:00 a.m. and/or return after 8:00 p.m., respectively.
- F. Mileage will be reimbursed at the rate set forth by the Federal Government (income tax business expense purposes) for any school attended or Fire Department business, with the exception of normal travel to and from work, and response to Emergency Call-In. Mileage will be reimbursed only when a Fire Department vehicle is not available for use or in the Chief's discretion should not be used. Unless the Chief authorizes to the contrary, when two or more Employees are traveling together, reimbursements will be made or an official vehicle will be provided only when each transports at least two Employees.

#### ARTICLE 37 -- SPECIAL ASSIGNMENTS

- 37.1 The Employer retains as a management right the sole discretion to assign and reassign duties of Employees. To the degree it can be anticipated that any such reassignment will be permanent, long-term, or recurring in nature or is associated with the opportunity for additional compensation, full opportunity will be given for current Employees to be considered for such reassignment.

## ARTICLE 38 – MISCELLANEOUS BENEFITS

- 38.1 The Township shall maintain household articles and appliances in the fire stations reflected in the list below. Any other items desired shall be the responsibility of individual Employees or other Employee organizations.
- 38.2 Items listed above are to be repaired or replaced on an as-needed basis. Any unresolved item to be repaired or replaced shall be referred to Labor/Management Committee for final resolution.

### HOUSEHOLD ITEMS ASSIGNED TO EACH FIRE STATION

#### Major Appliances:

Stove, Refrigerator, Etc.

Kitchen Furniture appropriate for duty crew and guests.

Ice Machine: At Station 6 and Station 10.

Gas Grill.

#### Cooking Utensils:

Cooking ware to accommodate meal preparation.

#### Eating Utensils:

Enough for the crews assigned and guest

#### Cleaning equipment and products:

Necessary to clean and maintain facility hygiene.

Washer and Dryer

#### Audio/Visual:

Televisions at a minimum for appropriate room size for the day room and workout room

#### Day Room furniture:

Recliners or comparable, appropriate seating to accommodate the assigned crew.

#### Bedroom furniture:

Appropriate for maximum staffing.

## ARTICLE 39 – SAVINGS CLAUSE

- 39.1 If any provision of this Agreement, or application of such provision, shall be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted state or federal legislation, the parties shall meet within thirty (30) days after a request by either party to determine the extent of any contractual changes that must be made. The remaining portions or parts of this Agreement shall remain in full force and effect.

## ARTICLE 40 – COPY OF AGREEMENT

- 40.1 The Township agrees to supply one (1) electronic of the Agreement to the Union Board.

30  




ARTICLE 41 -- BENEFITS TO BE PAID UPON TERMINATION

41.1 Any Employee who voluntarily resigns, retires or dies shall be entitled to payment of the following benefits, to be paid in one (1) lump sum with last paycheck received by the Employee or his legal representative:

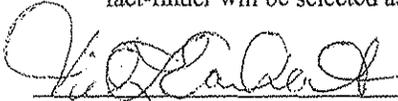
- (a) Vacation - All earned but unused vacation time, including any time allowed to be carried over from previous year. For termination benefit purposes, an employee who discontinues employment during January or February will have his remaining vacation time prorated at 1/12th the allotted time for each month of service during that year.
- (b) Sick Time - Any Employee, regardless of length of service with Fire Department, may upon termination convert unused accumulated sick time to termination pay at a rate of four (4) hours sick time for one (1) hour's pay for the first 2000 hours and two (2) hours sick time for one (1) hour's pay for any hours above 2000.
- (c) Holidays - All earned but unused holiday time, including any time carried over from a previous year. For termination benefit purposes, holiday time earned during the year of termination will be prorated on a monthly basis, e.g., a January 31st termination will result in payment for 1/12th of the 6 holidays earned, minus any time already taken.
- (d) Longevity - Any longevity pay earned up to the date of departure, including prorated payment for current year.
- (e) Comp Time will be paid according to the Fair Labor Standards Act.

In addition to returning uniforms, all clothing/equipment will be inventoried using appropriate form(s). No termination benefits will be paid until all Employer property, including uniforms, are returned. In the event the employee fails to return township owned clothing/equipment recovery shall occur through deduction on the Employee's last pay check.

41.2 Any Employee who is dismissed from the Fire Department for disciplinary reasons or is terminated for failure to report to work, shall be entitled to payment for all earned but unused vacation as defined in 44.1(a). Payment for all other benefits shall be forfeited.

ARTICLE 42 -- TERMINATION OF AGREEMENT

42.1 This contract shall become effective upon execution and retroactive to January 1, 2014. It shall remain in full force and in effect until midnight on December 31, 2016. However, collective bargaining for an agreement to take effect on January 1, 2014 will be completed by June 30, 2015 or, unless both parties otherwise consent, a fact-finder will be selected as of that date (June 30, 2015).

  
On behalf of the Board of Anderson Township Trustees:  
Vicky L. Earhart Anderson Township Administrator  
Per resolution

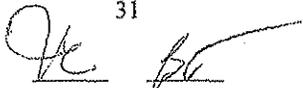
  
Kenneth G. Dietz, Fiscal Officer  
Anderson Township

February 25, 2014  
Date

  
William Tillett, President  
Firefighters Union Local 3111

  
Ken Lovins, 1<sup>st</sup> Vice President  
Firefighters Union Local 3111

2-25-14  
Date



**MOTION WITH REGARD TO  
FIRE & RESCUE COLLECTIVE BARGAINING**

Resolution 15-0115-08: Mr. Pappas moved to authorize the Township Administrator to amend the 2014 – 2016 Anderson Township Fire & Rescue Collective Bargaining Agreement by the deletion of existing Article 30.1a and Article 30.1b and insertion of the following language:

**ARTICLE 30 - WAGES**

30.1a Wage increases for employees covered by this agreement will follow the schedule below:

Change	2014 % Increase	2015 % Increase	2016 % Increase
Amount	0.5%	1.50%	1.50%

30.1b

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Firefighter 1	\$49,412.67	\$50,153.86	\$50,906.17
Firefighter 2	\$52,735.91	\$53,526.95	\$54,329.85
Firefighter 3	\$56,059.14	\$56,900.03	\$57,753.53
Firefighter 4	\$63,376.13	\$64,326.77	\$65,291.67
Firefighter 5	\$68,582.47	\$69,611.21	\$70,655.38
Firefighter 6	\$73,172.42	\$74,270.01	\$75,384.06
Lieutenant*	\$80,489.68	\$81,697.03	\$82,922.48

\* Lieutenant pay grade is 10% above the Firefighter 6 pay grade.

If, in response to an opening in the firefighter ranks, a candidate is accepted who can demonstrate significant training and experience over and beyond the minimum requirements and those of his/her fellow applicants, the Chief shall have the discretion to start said new firefighter at any of the firefighter ranks below Firefighter 6. However, such a commitment to a new firefighter will be contingent upon him successfully completing recruit class training at Firefighter 1 pay. Any such entry above Firefighter 1 shall have no impact on time in rank or departmental seniority.

The 2015 increase will be retroactively effective January 1, 2015. The 2016 increase will be effective January 1, 2016. Mr. Gerth seconded the motion.

Vote: 2 years