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STATE EMPLOYMENT
RELATIONS BOARD

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K# 30577 AGREEMENT BETWEEN

THE BRIMFIELD TOWNSHIP BOARD OF TRUSTEES

AND

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #4031**

EFFECTIVE

JANUARY 1, 2014

TO

DECEMBER 31, 2016

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Article 1
Preamble

Section 1.1 - Preamble. This Agreement is entered into by and between Brimfield Township, Ohio, hereinafter referred to as the "Employer", and the Brimfield Professional Fire Fighters Association, I.A.F.F. Local 4031 hereinafter referred to as the "Union". This Agreement formalizes the understandings reached between the negotiating committees of the Employer and the Union and establishes certain terms and conditions of employment.

Section 1.2 - Cooperative Effort. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purpose, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of Brimfield Township; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

Article 2
Union Recognition

Section 2.1. The Employer recognizes the IAFF as the sole and exclusive representative for those employees in the bargaining unit listed in Section 2. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees in a classification listed as appropriate to a bargaining unit, as certified by the State Employment Relations Board in Case No. 00-REP-04-0073 on December 14, 2000, which certification orders were filed and served upon each party.

Section 2.2. The term "Bargaining unit" shall be defined as the following:

- All Full-time Fire Fighters
- All Full-time Fire Prevention Officers
- All Full-time Lieutenants

Section 2.3. All positions and classifications not specifically established herein as being included in the aforementioned bargaining units may be excluded from the bargaining units, including the Fire Chief, Assistant Fire Chief and Departmental secretaries.

Section 2.4. When new job classifications or positions are created by the Employer, or a change occurs in the title of a position currently in the bargaining unit, the recognition status of such classification shall be discussed with the IAFF within thirty (30) days of the establishment of the new job classification or title change. Should the Employer and the IAFF fail to agree on the inclusion or exclusion of the new classification in the bargaining units within sixty (60) days of the establishment of the position, the IAFF may petition the State Employment Relations Board for a determination.

Article 3 Conformity to Law/Severability

Section 3.1 - Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Section 3.2 - Amendments. This Agreement may not be amended during its terms except by mutual agreement and any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

Article 4 Headings, Gender and Plural

Section 4.1 - Headings. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any Article.

Section 4.2 - Gender and Plural. The use of words contained herein in the singular shall include the plural, and words in the plural, the singular. The masculine, feminine or neutral genders where

used herein shall be construed to include both genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

**Article 5
Non-Discrimination**

Section 5.1 - Pledge. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability, national origin or political affiliation.

**Article 6
Dues Deduction**

Section 6.1 - Deduction of Dues. During the term of this Agreement, the Employer shall deduct initiation fees and assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms pertaining to said deductions. No new authorization forms will be required from any employees in the Brimfield Township Fire Department for whom the Employer is currently deducting dues.

Section 6.2 - Fees Set By Union. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 6.3 - Monthly Deduction. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 6.4 - Submission of Dues to Union. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the Union within thirty (30) days from the date of making said deductions, barring unusual circumstances.

Section 6.5 - Indemnification of Employer. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the

funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Township and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee in pursuit of the action.

Article 7 Fair Share Fee

Section 7.1 - Fair Share Fee. All members of the bargaining unit after 30 days from their date of hire shall become I.A.F.F. members or pay a fair share fee to the I.A.F.F., Local # 4031.

Section 7.2 - Indemnification of Employer. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Township and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee(s) in pursuit of the action.

Article 8 Management Rights

Section 8.1. Except as expressly modified by the terms of this Agreement and not by way of limitation of the following paragraph, but to only indicate the type of matters or rights, which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire and transfer employees; and to discharge, suspend and discipline employees for just cause;
- 2) determine the number of persons required to be employed, laid off, or discharged;
- 3) determine the qualifications of employees covered by the Agreement;
- 4) determine the starting and quitting time;

- 5) make any and all reasonable rules and regulations;
- 6) determine the reasonable work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;

Article 9 Obligation to Negotiate

Section 9.1 - Waiver of Negotiations. For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives 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. The same shall apply with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Article 10 No Strike/No Lockout

Section 10.1 - No Strike by Employees. The Union recognizes the essential nature of services provided by its members in protecting the public's health and safety. Thus, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

Section 10.2 - No Lockout by Employer. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees violated Section 10.1 of this Article.

Section 10.3 - Employer's Responsibilities. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 10.4 - Union's Responsibilities. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

Article 11 Employee Rights

Section 11.1 - Right to Representation. An employee has the right to the presence and advice of an IAFF representative according to Weingarten standards.

Section 11.2 - Criminal Charges. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning.

Section 11.3 - Participation in an investigation. Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis for disciplinary action.

Section 11.4 - Nature of Questioning. An employee will be informed of the nature of any investigation of himself prior to his/her being questioned. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 11.5 - Review Of Personnel File. Upon written request to the personnel record custodian and at a mutually convenient time, an employee shall be allowed the opportunity to review his personnel file. All efforts shall be made to review files during off-shift hours except when extenuating circumstances exist. The custodian or his/her designee will be present with the employee during the review. A request for copies of items included in the file will be honored at a

reasonable cost to the employee. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 11.6 - Complaints. All complaints by civilians shall be reduced to writing by the supervisor receiving such a complaint. Should the complaint be resolved by the supervisor, it shall be so noted on the complaint. In the event a citizen complaint results in formal disciplinary action against an employee, said employee shall, upon written request, be given a copy of the complaint and the name of the complainant.

Article 12 Union Representation

Section 12.1 -Unit Director. The IAFF, Local # 4031 shall have the right to select one representative from the bargaining unit and they shall be authorized and recognized by the Employer to represent the Union in matters covered by this Agreement. The name of the representative shall be certified in writing and forwarded to the Employer.

Section 12.2 - Use Of Employer's Facilities. The Union shall be allowed to hold regular meetings in the Brimfield Town Hall subject to reasonable notice and scheduling.

Article 13 Bulletin Boards

Section 13.1. Management shall furnish a bulletin board in the fire station dayroom for the Union, which shall be used exclusively for the following notices:

1. Educational, recreational and social affairs of the Union;
2. Union meetings;
3. Union nominations and elections;
4. Reports of Union committees and/or officers;
5. Rulings of policies of the International Union, OAPFF, and Local 4031.

Section 13.2. No notice or other writing may contain anything political or critical of the Township or any other Township Official or any other institution or any employee or other person.

Section 13.3. If Management finds this Article being violated, management shall request the Union in writing to immediately remove such notices and/or announcements and the Union agrees to do so. If violations of this Article continue, Management reserves the right to cancel the provisions of this Article.

Section 13.4. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

Article 14 Personnel Files

Section 14.1. Personnel Files shall be subject to Ohio Public Records Law. Employees will be informed about any public records request within a reasonable period of time.

Article 15 Grievance Procedure

Section 15.1 - Preamble. Every employee shall have the right to present grievances in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a representative of the IAFF at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The Union agrees to hold the Employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure.

Section 15.2 - Definitions. For the purpose of this procedure, the below listed terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from an alleged misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Days - A "day", as used in this procedure, shall mean calendar day, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 15.3 - Grievance Procedure. The following procedures shall apply to the administration of all grievances filed under this procedure. It is the mutual desire of the Employer and the Union to minimize frivolous grievances therefore all Union Employee grievances must be processed through the union local, allowing for the union to decide on the seriousness of a grievant complaint.

- a. **Content of Grievance Form.** Except at Step 1, all grievances shall include the name and position of the Grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the Grievant; and a general statement of the nature of the grievance and the specific redress sought by the Grievant.

- b. **Responses to Grievances.** Except at the preliminary Step, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative if any.

- c. **Group Grievances** A grievance can be initiated by an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, one bargaining unit employee selected by such group shall process the grievance(s). If a grievance affects a "department wide" controversy, it may be submitted at Step 2. All individuals in a group or department-wide grievance must be identified.

- d. **Informal Resolution Of Grievances** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the fire department and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either party in future proceedings.

e. **Time Limits** It is the Union's and the Employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

Section 15.4 - Administration of Grievances. All grievances shall be administered in accordance with the following procedure.

Preliminary Step - A unit employee having a grievance will first attempt to resolve it informally with his immediate supervisor at the time the incident giving rise to the grievance occurs. At this step, there is no requirement to put the grievance in writing, and no report needs to be submitted. If the grievant is not satisfied with the response from his immediate supervisor at this step, he may pursue the formal steps, which follow.

Immediate Supervisor- Step 1 A bargaining unit employee having a grievance shall present it in writing to his or her immediate supervisor within ten (10) days after the events or circumstances giving rise to the grievance have occurred. A grievance submitted beyond the ten (10) day limit shall not be honored. Within ten (10) days of receipt of the written grievance, the immediate supervisor shall affix his written response to the grievance, date and sign his response, and return it to the grievant.

Chief Of Fire- Step 2 Should the grievant not be satisfied with the answer in Step 1, within ten (10) days thereafter, he may appeal the grievance to this step by delivering or having delivered a copy of the grievance, containing the written responses at the prior steps and any other pertinent documents to the office of the Chief.

i.) Within ten (10) days of his receipt of the grievance, the Chief, or his designated representative for this purpose, shall investigate the grievance and shall schedule and

conduct a meeting to discuss the grievance with the grievant. The grievant may bring with him to this meeting one (1) other person.

ii.) In the meeting called for at this Step, the Chief shall hear a full explanation of the grievance and the material facts relating thereto. Within ten (10) working days following the meeting at this Step, the Chief shall submit to the grievant his written response to the grievance.

Township Trustees/Designee - Step 3 Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after his or her receipt thereof, he may submit the grievance, together with the written responses received in the prior Steps, to the Township Trustees and/or their Designee.

i.) Upon receipt of the grievance, the Township Trustees and or their Designee shall schedule a hearing date to be held within fifteen (15) days.

ii.) The grievant may bring one (1) person with him to the hearing with the Township Trustees/Designee.

iii.) The Township Trustees shall render their decision in writing and deliver to the grievant his written decision within ten (10) days after the conclusion of the hearing. All hearings are subject to Ohio Open Meeting Laws.

Article 16 Arbitration Procedure

Section 16.1 - Appeal To Arbitration. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by a time default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a time default by the Employer at Step 3, the aggrieved party may submit the grievances to arbitration. A request for a panel of arbitrators to the Federal Mediation and Conciliation Service must be made within 10 days after the Trustees/Designee Step 3 response is issued.

Section 16.2 - Limits of Authority of Arbitrator. The arbitrator shall have no power or authority to add to or subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 16.3 - Limit to Grievances to Arbitration. The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual agreement of the parties.

Section 16.4 - FMCS Rules Apply. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Services.

Section 16.5 - Fees of Arbitrator. The fees and expenses of the arbitrator will be borne by the party losing the grievance.

Section 16.6 - Decision of Arbitrator. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The arbitrator's opinion shall be final and binding.

Section 16.7 - Indemnification of Arbitrator. The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

Article 17 Disciplinary Procedure

Section 17.1 No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.

Section 17.2.

- a. Discipline will be applied in a corrective, progressive and uniform manner.

b. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

c. Whenever the Employer and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled within fifteen (15) calendar days of the alleged misconduct. In the event the Employer cannot schedule said hearing in the time limits set in this paragraph, the Employer shall notify the Union and request the additional time needed. Said request for additional time shall not be unreasonably denied by the Union. The pre-disciplinary hearing procedure shall be as follows:

1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Union at least five (5) days before the hearing. The employee, with the Union's Approval, shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.

3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Union, and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

Section 17.3. An employee, receiving a notice of a pre-disciplinary hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee will sign a form waiving the hearing, witnessed by an official of the union and in the presence of the Fire Chief or his designee.

All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing, shall also waive the grieving of any discipline imposed

Section 17.4. Following the hearing, any employee receiving an order of suspension or dismissal, may appeal such order at **Step 3** of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Section 17.5. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 17.6. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following time frames:

Oral and written reprimands	12 months
Suspensions of less than 3 days	18 months
Suspensions of 3 days or more	24 months

providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

Section 17.7. An employee may inspect his own personal "Personnel File" as set forth in this Agreement. If a member, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access; the member may write a memorandum to the Chief explaining the alleged inaccuracy. If upon investigation, the Chief may do one of the following:

- (1) The member's memorandum may be attached to the material; or,
- (2) The Chief may remove the inaccurate material from the personnel file if he/she feels that its inaccuracies warrant such removal.

Section 17.8. As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

Article 18
Work Rules and Regulations

Section 18.1 - Authority of Employer. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority. Further, the Employer has the right to regulate the personal conduct of employees during the time of the employees' services to the Township.

Section 18.2 - Work Rules. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every bargaining unit member shall be issued the department SOP and the Township Personnel Policies and Practices located in the Alarm Office for the duration of this Agreement. Additional copies will be available in the Fire Chiefs and/or Township Administrator's office. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

Section 18.3 - Uniform Application of Work Rules. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all fire department employees covered by this agreement.

Article 19
Labor Management Committee

Section 19.1. In the interest of sound departmental labor relations, there shall be a Labor/Management Committee consisting of two (2) representatives of the Employer, one who shall be the Chief of the Fire Department; and one (1) designated and one (1) alternate member of IAFF Local #4031. The purpose of the Labor/Management Committee is to facilitate an improved labor-management relationship by providing a forum for the discussions of mutual concerns and problems. Such discussions may include, but not limited to new departmental programs; modifications of departmental programs, which could have an impact on, work schedules, duties, and safety concerns; and departmental rules and regulations.

Section 19.2. There shall be an annual Labor/Management Committee meeting, scheduled in the first quarter of each year. Additional meetings shall be scheduled not more than ten (10) days from

a written request by either party's representatives. This meeting will be held within ten (10) days from the time of the request.

Section 19.3. The alternate committee member of Local #4031 shall keep written minutes of said meetings. Within five (5) business days of any meeting, a copy of the meeting minutes shall be transmitted to the Fire Chief and the Union President. The Fire Chief and the Union President shall sign the minutes to certify the accuracy of the minutes.

Section 19.4. Representatives of Local #4031 who would be on duty for a Labor/Management Committee meeting shall not lose any pay or benefits for meetings mutually scheduled during their duty hours.

Article 20 Health and Safety

Section 20.1 - Purpose and Responsibilities of Parties. The Township agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to immediate supervisors. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the Township.

Article 21 Health and Wellness Program

Section 21.1 Purpose. It is the intention of the IAFF and the Employer to help establish and maintain the good health of all bargaining unit members. Therefore it is agreed that at the execution of this contract both parties will abide by the following agreement to help assure the wellness of the Employees covered by this agreement.

Section 21.2 Medical Physical Regimens. Each bargaining unit member will be sent at the Employers cost to a physician designated by the employer for a complete medical physical exam including routine blood analysis, chest x-ray, body fat content and TB Test. Physicals shall be required at least once every three years.

Section 21.3 Cardiovascular Analysis. All bargaining unit members shall be sent to a certified cardiac rehab center or similar entity for the purpose of finding his target heart rate for purposes of cardiovascular conditioning and exercise and possible other recommendations.

Section 21.4 Exercise Equipment and Physical Training Regimens. The Employer shall purchase, maintain, and make available for use one (1) computerized treadmill with various options to speed up, slow down, and automatically incline and decline, and one (1) elliptical trainer. The machinery purchased shall be able to interactively track the employees pulse rate during exercise periods or interactive pulse tracking equipment specific to athletic training shall be provided in the exercise room for the purpose of monitoring such information.

Section 21.5 Mandatory Physical Exercise Time. Each employee covered under this contract shall have a minimum workout on each tour of duty that shall include 20 minutes of cardiovascular conditioning at the employees target heart rate determined by section 21.3 of this agreement. The only exception to this section is the occasional day of heavy emergency call volume. The employee shall exert every effort to fit in his PE time within the 24-hour tour of duty. A log shall be kept keeping track of the time the employee began his workout time and left his workout time.

Section 21.6 – Physical Fitness Testing. Each employee covered under this contract shall be required to annually test for physical fitness. This test shall be based on fitness norms established by Dr. Kenneth Cooper's Institute of Aerobics Research in Dallas, Texas, whose expertise in the area of exercise physiology is well documented. This testing is to only be used as a benchmark and shall not be punitive in nature.

- (1) The physical fitness test parameters shall be established by department Standard Operating Policy (SOP) with input from Local #4031.
- (2) Each employee shall receive a minimum of (2) hours of their overtime rate of pay for attending and participating in all areas of the fitness evaluation.
- (3) For each component that the employee passes he/she shall receive an additional \$50.00. If the employee successfully passes all six (6) areas of the physical fitness evaluation he/she shall receive a bonus of \$100.00.
- (4) Testing shall be scheduled once each calendar year usually between October 8th and November 1st.

Article 22
Probationary Period

Section 22.1 - Original Probationary Period. Every newly appointed full-time firefighter will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation for the position, and shall continue for a period of one calendar year. The probationary period employee shall be evaluated at least once during his/her probationary period. The probationary employee may be removed at any time during his/her probationary period without recourse. Probationary employees are not subject to the grievance procedure for purposes of discipline.

Article 23
Seniority

Section 23.1 - Seniority Defined. Seniority is the total uninterrupted service of a member as a full-time firefighter in Brimfield Township. Total uninterrupted service shall be defined as time whereby bargaining unit members are receiving wages and benefits.

Section 23.2 - Break In Service. Employees who resign or who are discharged for cause shall lose all seniority. No break in service shall occur while an employee is on layoff.

Section 23.3- Seniority Lists. The Department shall prepare and post annually a seniority list of full time bargaining unit members. The list shall identify an employee's date of employment as a full time firefighter.

Section 23.4 – Shift Supervisors. Rank shall not supersede seniority in the selection of Kelly days and vacation leave time.

Article 24
Layoff and Recall

Section 24.1 - Reasons for Layoff. When a layoff is necessary due to lack of funds or lack of work or for abolishment due to reorganization, the Employer shall notify the effected employees in writing at least fourteen (14) days in advance of the effective date of layoff.

Section 24.2 - Seniority. Whenever a reduction in force is necessary, first temporary, then intermittent, then part-time, and then full time shall be laid off in the following order: the fulltime employee with the least seniority shall be laid off first. No new employee shall be hired until those fulltime employees laid off have been given ample opportunity to return to work.

Section 24.3 - Recall List. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 24.4 - Notice of Recall. Notice of recall shall be sent to the employee(s) by registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last known mailing address of the employee.

Section 24.5-Return of Service. The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intent to return to work. The employee must return within two (2) weeks from the date he/she informs the employer. Failure to return forfeits all recall rights.

Article 25 Insurance Coverage

Section 25.1. The Township shall provide, maintain and enforce all VFIS insurance coverage.

Section 25.2. The Employer will provide and pay the premium for a life insurance policy for each employee in the amount of twenty-five thousand dollars (\$25,000.00).

Section 25.3. The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major-medical, dental and vision insurance coverage through Summa Insurance or equal to or better than except as modified by Exhibit A. Effective the **first pay period following the execution of this agreement**, and for the duration of this agreement, bargaining unit employees, covered under the Employer's health insurance plan, as define herein, shall pay a bi-weekly employee health insurance contribution according to the following schedule:

Family plan:	\$50.00/bi-weekly pay
EE/Spouse:	\$45.00/bi-weekly pay
EE/Dependant:	\$30.00/bi-weekly pay
Single:	\$20.00/bi-weekly pay

Health insurance coverage shall commence in accordance with the health insurance carrier's enrollment guidelines.

Section 25.4. Prescription Drug Plan: The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to **Section 25.3.**

Section 25.5. No later than sixty (60) days prior to the renewal date of the current hospitalization plan the Employer shall convene an "Employee Review Committee", to review the current hospitalization plan. This committee shall review the current plan, and shall provide input to the Board of Trustees necessary for the preparation of putting out for bids the hospitalization insurance coverage.

The IAFF shall have a representative on this committee. The committee member shall be selected and/or appointed by the sole discretion of the IAFF. The representative shall have the opportunity to use any advisor or consultant it deems necessary. The committee will review all bids and will be involved in any and all discussions with proposed carriers when any presentation is made to the Board of Trustees.

Section 25.6. Contract Reopener: It is understood by all parties that the Patient Protection and Affordable Care Act (PPACA), by federal law, will cause changes to the manner that health care insurance is currently provided and administered by Brimfield Township. These changes could affect all areas of the health insurance coverage currently provided. In order to remain current with anticipated changes, at the request of either party, a reopener shall take place in the year of the change, prior to the health insurance contract renewal period and in accordance with OAC Chapter 4117, to discuss and negotiate changes to Article 25, Insurance Coverage.

Article 26
Hours of Work / Overtime

Section 26.1. The standard work period for all bargaining unit members (except the fire prevention specialist) shall be twenty-one (21) consecutive days. Employees who are on the twenty-one day work period shall work an average of one hundred forty-four (144) hours per work period. The normal workweek shall be an average of forty-eight (48) hours per week, using the three platoons, 24 hours on/48 hours off schedule. The Employer shall designate the start of the workweek and/or workday. Training will not be performed on holidays, Sundays or after 2030 hours when it practical to schedule otherwise.

The Fire Prevention Officer shall work forty (40) hours in a seven-day period. The Fire Chief shall determine such hours.

Section 26.2. It is agreed that there will be no reduction in pay should an employee be temporarily transferred from the above cited work schedules, to a lesser hour workweek by the Chief of the Department.

Section 26.3. Overtime shall be defined as compensated hours (including sick leave; vacation leave; personal leave; comp time; holiday leave; etc.) in excess of forty-eight (48) hours within a seven (7) day period, which commences on the first day of the twenty-one (21) work period. The employees shall not be regularly scheduled for more than one hundred forty-four (144) hours in a twenty-one (21) day work period. It is agreed that changes in working hours shall not be used for the purpose of harassment.

Section 26.4. The day that an employee takes as a Kelly Day, in order to maintain a forty-eight (48) hour workweek, may not be covered by overtime call-in. The decision to call-in, or not call-in, shall only be determined by the Fire Chief or his designee.

Section 26.5. Each employee shall be compensated for overtime hours worked, at one and one-half times the employee's regular hourly rate of pay, as defined within this Agreement.

Section 26.6. A bargaining unit member in an off duty status, who is requested to report for departmental training or meetings and so reports, shall be paid a minimum of two (2) hours or actual

hours worked, whichever is greater, at the employee's appropriate regular hourly rate of pay as defined in this Agreement. Medical continuing education (CE) shall be paid at the employee's appropriate regular hourly rate of pay as defined in this Agreement.

Section 26.7. Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Section 26.1 of this article. Compensatory time shall be as follows:

1. At the conclusion of the overtime worked, the employee will indicate, on a form provided by the Township, the employee's preference of paid overtime or compensatory time. This form shall be signed by the Fire Chief and a copy given to the employee.
2. The record of compensatory time shall be submitted to the Township Clerk or his designee with the payroll at the conclusion of the work period in which the overtime is worked. The Township Clerk's record regarding accumulation of accrued compensatory time and overtime, and the use of compensatory time shall be the official record. On a quarterly basis, the Township Clerk shall provide a record of employees' compensatory time to the Secretary-Treasurer of the IAFF Local #4031.
3. The maximum hours an employee may bank in their compensatory time bank shall not exceed two hundred forty (240) hours. All overtime worked that would be in excess of the two hundred forty (240) hours limit shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the two hundred forty (240) hours maximum has been made.
4. Employees must take compensatory time off in four (4) hour increments.
5. Should two or more employees request compensatory time off at the same time on the same day, priority of preference shall be given to the most senior employee. The use of compensatory time off will be reasonably governed by scheduling considerations. The Fire Chief shall respond to requests for the use of compensatory time off within seventy-two (72) hours of the request made.

Section 26.8. Bargaining unit employees may request to be paid (cash out) for up to one hundred (100) hours of compensatory time from the employee's compensatory time bank per year. Said request can be made only one (1) time during any calendar year, and can be made at any time, provided the employee has enough compensatory time to be cashed out. Payment shall be made to the employee no later than thirty (30) days from said request.

Section 26.9. If an employee is called to appear in court based on his/her duties as an employee of the Fire Department, he/she shall be paid a minimum of two (2) hours at the employee's regular hourly rate of pay for the specific purpose of appearing in court.

Section 26.10. Employees whose employment with the Township is terminated (except for disciplinary reasons for just cause) shall receive a conversion to cash of their accumulated compensatory time balance. Employees who die during their employment with the Township shall have their accumulated compensatory time balance paid to their estate or paid according to probate laws.

Article 27 Uniform Allowance

Section 27.1. Clothing and Equipment Allowance. Immediately upon hire, a probationary firefighter shall be entitled to a clothing allowance as defined below, to purchase an initial set of uniforms. Probationary employee purchases under this Article shall be by P.O. requisition. Non-probationary employees will be entitled to an annual allowance payment as defined below.

Effective January 1, 2008, the allowance shall be \$800.00 for both new hires and current employees. The rate effective January 1, 2009 shall be \$850.00 and the rate effective January 1, 2010 shall be \$900.00.

The annual allowance will be paid directly to the employee in a separate check, on or about March 1st of each year.

Section 27.2. Maintenance of Uniform. The Chief or his designee shall direct any bargaining unit employee under his command to replace any piece of uniform or clothing, which is badly worn. Purchases and maintenance of uniforms shall follow the specifications set forth in Fire Department Operating Guideline #G3216.

Section 27.3 Turn out gear All protective clothing required by the Employer in the performance of the employee's duties will comply with NFPA standards and shall be furnished without cost to the employees by the Employer and maintained in a good, safe condition.

**Article 28
Vacations**

Section 28.1. All full-time employees, who work a 24/48 schedule, shall be entitled to the following vacation schedule:

1 year through completion of 5 years	4 tours
6 years through completion of 10 years	6 tours
11 years through completion of 15 years	8 tours
16 years through completion of 20 years	10 tours
20 years or more	12 tours

All full-time employees, who work a 40-hour a week schedule, shall be entitled to the following vacation schedule:

1 year through completion of 5 years	10 tours
6 years through completion of 10 years	15 tours
11 years through completion of 15 years	20 tours
16 years through completion of 20 years	25 tours
20 years or more	30 tours

For this section, a "tour" is defined to be equal to the employee's regular schedule work assignment (i.e. 24/48 shift - 1 tour is 24 hours; 40 hour/week - 1 tour is 8 hours)

Effective January 1, 2008, all newly hired full-time employees, who has not yet completed one (1) year of service, will not receive any vacation time off, until they have completed one (1) year of service. After the completion of the first (1st) year of service, the employee will have the balance of the calendar year to schedule his vacation tours. Said tours must be scheduled or cashed out (as

outlined in Section 28.8), prior to December 31st of that year. There shall be no carryover of vacation time.

Section 28.2. Incremental changes in vacation time (i.e., 4 tours to 6 tours; etc.) shall occur after the employee's anniversary date of hire. Additional vacation leave resulting from anniversary changes cannot be taken until the employee's anniversary date of hire has passed, but may be scheduled for taking, prior to the anniversary date of hire.

Section 28.3. The vacation schedule shall be posted for filling dates, by November 1st, of the preceding year. Vacation requests shall be made and scheduled by December 31st of the preceding year. Each employee shall be given one (1) week to post up to a two (2) week choice. This selection will be conducted by seniority on the shift. This list will be rotated to all employees on the shift for each employee's choice. If any employee fails to post his choice with the Chief during that week, the employee will be dropped to the bottom of the list and will make their selection last.

Section 28.35. Vacation leave time shall be scheduled in eight (8) hour increments. Use of vacation leave time shall be scheduled to commence at either 0800 hours; 1600 hours; or 2400 hours.

Section 28.4. Two (2) employees may be allowed off for vacation purposes, if scheduling and operational needs are fulfilled. If two (2) employees schedule their vacations for the same period of time, the employee scheduling the vacation second, in accordance with section 4 of this article, may have his vacation cancelled if scheduling and/or operational needs require additional manpower. Cancellation of vacations under this article shall be for just cause and may be subject to the grievance procedure.

Section 28.5. Upon an employee's termination of employment with the Township, the employee is entitled to receive payment for all accumulated, but unused vacation leaves. Should the employee be deceased, the unused vacation leave shall be paid to the estate of the deceased employee.

Section 28.6. For the term of this Agreement, vacation leave shall be taken during the calendar year earned, with no carryover of any unused vacation leave. Any vacation leave not scheduled or cashed out, as outlined below in Section 28.7, shall be paid to the employee no later than March 1st of the

following year. Employees who commence a vacation during the last week in December, and have said vacation continue into the first week of January of the following year, shall not be considered as carrying over vacation time. No more than one (1) work shift in January will be allowed to be taken as part of the employee's vacation week commencing in December of the previous year.

Section 28.7. Bargaining unit members may sell back to the Employer, any vacation leave earned, but not taken. The following procedure shall be followed:

1. No more than one-half (1/2) of the employee's vacation leave entitlement can be cashed in by the employee.
2. An employee shall make his request to sell back vacation leave in writing to the Fire Chief, stating how many tours the employee is entitled to, and how many the employee wishes to sell back.
3. An employee can make his request to sell back vacation leave after October 1st of each calendar year.
4. Payment for "cashed out vacation leave" shall be made no later than thirty (30) calendar days from said request.

Section 28.8. All full-time employees hired after January 1, 2005, shall have their vacation entitlements determined by the employee's full-time date of hire, and Section 9.44 of the ORC shall not be applicable to those new full-time employees.

Article 29 Sick Leave / Bereavement Leave

Section 29.1. Uses of Sick Leave. Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee or a member of the employees immediate family where the employees presence is reasonably necessary; 2) medical, dental, or optical examination or treatment of an employee or a member of the immediate family where the employee's presence is reasonably necessary; 3) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 4) pregnancy and/or childbirth and related conditions of employee or spouse.

Section 29.2. Accumulation of Sick Leave. Employees who work a 24 on/48 off hour shift shall earn sick leave at the rate of twelve (12) hours for each month of service and may accumulate such sick leave to an unlimited amount. There will be no accumulation for overtime hours.

Employees who work an 8 hour shift shall earn sick leave at a rate of ten (10) hours for each month of service and may accumulate such sick leave to an unlimited amount. There shall be no accumulation for overtime hours.

Section 29.3. Notification of Illness. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore before the start of his work shift each day he is to be absent. The employee shall notify the Employer at least one (1) hour prior to the start of his shift unless extenuating circumstances prevail.

Section 29.4. Usage of Sick Leave. Sick leave will be charged hour-for-hour as used. Employees shall not use sick leave to cover tardiness. Employees, who become ill while on duty, will be permitted to take sick leave for the remainder of the twenty-four (24) hour shift as necessary.

Section 29.5. Physician's Statement. An employee absent for two (2) work days or more within a work week as defined in this agreement may be required to furnish a physician's report to be eligible for an excused sick leave.

Section 29.6. Evidence of Sickness or Illness. If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical proof as is submitted or upon the report of medical examination, the Chief or his designee finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay and subject to discipline.

Section 29.7. Abuse of Leave. Any abuse or patterned use of sick leave shall be cause for disciplinary action.

Section 29.8. Physician's Statement or Ability to Work. The Board of Trustees or their designee may require an employee who has been absent due to personal illness or for injury, prior to and as a

condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties, and that his return to duty will not jeopardize his health and safety or the health and safety of others.

Section 29.9. Family Defined for Sick Leave. Definition of the immediate family is as follows: spouse, child, father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Section 29.10. Bereavement Leave. An Employee may also use up to two (2) tours of duty of Sick Leave when there is a death of a member of his/her immediate family. For purposes of Bereavement the immediate family is defined as follows: spouse, child, father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Section 29.11 Sick leave Conversion upon Separation. An employee who retires after ten (10) years or more with the Township, or becomes disabled, may elect to be paid in cash for one-half (50%) or 120 days (whichever is greater) of accrued but unused sick leave. The payment shall be based upon the employee's rate of pay at the time of retirement or disability. Upon accepting this payment all accrued sick leave shall be eliminated. The accrued sick leave conversion cannot be used to extend the date of retirement.

Section 29.12 Sick Leave Conversion upon Death. On the occurrence of an employee's death, after ten (10) years or more with Brimfield Township, one-half (50%) of accrued but unused sick leave entitled to the employee under this Section shall be paid to the employee's spouse or his/her estate. Upon payment of this benefit all accrued sick leave shall be eliminated.

Article 30 Leaves of Absence and Maternity Leave

Section 30.1 - Request for Unpaid Leave. All unpaid leaves of absence under this Article must be applied for and granted or rejected within fourteen (14) calendar days, in writing, on forms to be provided by the Employer and with approval of the Chief. Any leave may be immediately revoked and an employee may be disciplined if not utilized for the purpose requested or otherwise abused.

Section 30.2 - Return From Unpaid Leave. When an employee returns to work after any leave of absence, that employee will be assigned to the classification, which he or she formerly occupied. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence, if such early return is agreed to by the Employer.

Section 30.3 - Court Leave. Employees will be compensated at the appropriate rate when they are called to jury duty or when they are a witness. All jury and witness fees will be remitted to the Township. Employees shall not be expected to return to work until jury duty has been completed.

Section 30.4 - Military. Employees who leave the service of the Township to enter the United States Armed Forces shall have the rights of reinstatement as provided by state and federal statutes.

Section 30.5 - Reserve/National Guard Leave. All employees of the bargaining unit, who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave unless emergency situations require otherwise.

Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Employer by military pay voucher. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy six (176) hours per employee.

Section 30.6 - Annual Military Leave. Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty one (31) calendar days per year or a total of one hundred seventy six (176) hours. Military leave pay shall be the difference between the employee's regular pay and service pay.

Section 30.7 - Leave Of Absence for Military Service. An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such

leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if an employee requests reinstatement within thirty one (31) calendar days of his discharge from military service, the Township shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The Township may require that the employee establish that his physical and mental health have not been impaired as to render him incompetent to perform the duties of his position.

Section 30.8 - Maternity Leave. Maternity leave will be granted as required under the Family Medical Leave Act.

**Article 31
Holidays and Personal Leave**

Section 31.1. The following holidays are designated as holidays for all bargaining unit employees:

- | | |
|---------------------------|--------------------------------------|
| 1. New Years Day | January 1 st |
| 2. Martin Luther King Day | 3 rd Monday in January |
| 3. Presidents Day | 3 rd Monday in February |
| 4. Memorial Day | 4 th Monday in May |
| 5. July 4 th | July 4 th |
| 6. Labor Day | 1 st Monday in September |
| 7. Columbus Day | 2 nd Monday in October |
| 8. Veteran's Day | November 11 th |
| 9. Thanksgiving Day | 4 th Thursday of November |
| 10. Christmas Day | December 25 th |

For the purpose of this Article, holidays shall commence at 0800 hours on the day of the holiday and continue for twenty-four (24) consecutive hours, until 0800 the day after the holiday.

Section 31.2. Payment for Work Performed On Holidays. 24 hours on/48 hours off shift employees working on the actual date of each of the above listed holidays shall be paid at a rate of time and one-half (1/2) for the work performed on the holidays.

Eight (8) hour shift employees shall receive the day of the holiday off with pay. If the holiday falls on Saturday, the employee shall receive the Friday before the holiday as off with pay. If the holiday falls on Sunday, the employee shall receive the Monday after the holiday as off with pay.

The township shall not change the employee's work schedule to avoid payment of this section.

Employees working at 0800 hours the actual day of the holiday shall receive holiday pay until 0800 hours the next day. Employees called out for overtime on a holiday set forth above, shall be paid double time (2 times) their regular hourly rate of pay for all hours worked.

Section 31.3. Personal Hours. For the duration of this agreement, 24 hr-on/48 hr-off shift employees shall be entitled to the following schedule for personal hours:

Four (4) twenty-four (24) hour tours of duty (ninety-six (96) hours) per calendar year

Said leave shall be taken in eight (8) hour increments, commencing at 0800 hours; 1600 hour; or 2400 hours. Any unused personal hours cannot be carried over from year to year, and any unused personal hours will be forfeited.

Article 32 Service Related Injury Leave

Section 32.1 – Worker’s Compensation. All compensation for injuries sustained on the job will be in accordance with Ohio’s Worker’s Compensation law.

Section 32.2. - Injury on Shift. Whenever an employee is required to stop working because of a service connected injury he shall be paid for the remaining hours of that workday and shall not be charged to sick leave.

Article 33 Education

Section 33.1 - Cost Of Employer-Required Courses. The Employer shall pay the tuition for all education or training required as a condition of employment, and for all educational programs as may be required by the Chief, those courses mandated by various licensing and regulatory agencies to maintain employee’s certification within their job description or classification.

Section 33.2 – Education Time for Union Sponsored Training. The employer agrees to provide up to 48 hours of education leave time for union officers to attend union sponsored training seminars. A request for time off must be submitted to the fire chief at least two weeks prior to the beginning of the training seminar. Approval will be based on the department meeting scheduling

and operational needs. It is understood by both parties that the Township is not responsible for the cost of the seminar, travel expenses or the cost of lodging.

Article 34
Wages

Section 34.1- Wages. All full-time employees of the bargaining unit shall be paid in accordance with the following wage schedule. On the employee's anniversary date, the employee shall move to the next step higher on the wage schedule.

48 hour work week = 2496 hours / year

40 hour work week = 2080 hours / year

Lieutenant	2014	2015	2016
Step 1	\$ 52,945.66	\$ 54,534.02	\$ 56,170.05
Step 2	\$ 55,122.45	\$ 56,776.12	\$ 58,479.40
Step 3	\$ 58,023.93	\$ 59,764.65	\$ 61,557.59
Step 4	\$ 62,374.76	\$ 64,246.00	\$ 66,173.38
Fire Prevention Officer	2014	2015	2016
Step 1	\$ 52,945.66	\$ 54,534.02	\$ 56,170.05
Step 2	\$ 55,122.45	\$ 56,776.12	\$ 58,479.40
Step 3	\$ 58,023.93	\$ 59,764.65	\$ 61,557.59
Step 4	\$ 62,374.76	\$ 64,246.00	\$ 66,173.38
Firefighter/Medic	2014	2015	2016
Start:	\$28,600.00	\$29,458.00	\$30,341.74
Begin 2 nd yr	\$31,200.00	\$32,136.00	\$33,100.08
Begin 3 rd yr	\$33,800.00	\$34,814.00	\$35,858.42
Begin 4 th yr	\$36,400.00	\$37,492.00	\$38,616.76
Begin 5 th yr	\$42,640.00	\$43,919.20	\$45,236.78
Begin 6 th yr	\$48,360.00	\$49,810.80	\$51,305.12
Begin 7 th yr	\$53,725.85	\$55,337.63	\$56,997.76
Begin 8 th yr	\$57,754.41	\$59,487.04	\$61,271.65

Section 34.2 Officer Differential. Lieutenants shall maintain at least an eight percent (8%) rank differential upon promotion to Lieutenant. Newly promoted Firefighters to the rank of Lieutenant, shall be placed on the Lieutenant wage scale at a step equal to the eight percent (8%) rank differential.

Section 34.3 Longevity. Each full-time employee will receive an additional payment of two hundred fifty dollars (\$250.00) dollars after five (5) full-time years of service. An additional fifty dollars (\$50.00) per year of full-time service will be added each year, up to a maximum of twenty (20) years of full-time service. Longevity payment will be paid in the first pay period of December of each year.

Section 34.4. Wage increase disclaimer: It is understood by both parties that any agreement to wage increases in years 2014 through 2016 anticipates the passage of an EMS replacement levy during the calendar year 2014. Union membership agrees to participate as necessary to campaign for the success of this levy.

Article 35 Promotions

Section 35.1. The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

Section 35.2. Whenever the Employer creates a new position, or determines that a permanent vacancy exists, a notice of such position or vacancy shall be posted on the employee's bulletin board for fourteen (14) calendar days. If a vacancy exists, every attempt will be made to fill such vacancy within one hundred twenty (120) calendar days. During the posting period, members of the bargaining unit eligible to apply to the new or vacant position shall do so by submitting a written application to the Employer. If at the end of the posting no employee(s) from the bargaining unit have submitted a written application for the new or vacant position, the Employer then shall post and accept written applications from anyone eligible to apply for the new or vacant position. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications of the job.

Section 35.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 35.4. All timely-filed applications shall be reviewed considering the following criteria: qualifications; experience; abilities; education; work record; previous job performance; disciplinary record; and, physical and mental capabilities.

Section 35.5. Once the selection has been made, the Employer will notify all applicants of the selection.

Section 35.6. Promotional selections shall be based upon the employee scoring the highest composite score on a battery of examinations. The examinations shall include the following:

- written examination conducted by an outside agency
- interview process with the outside agency conducting the testing,
- review of the personnel record, including but not limited to, performance evaluations, commendations, disciplinary action, etc.

The employer shall purchase any relevant promotional exam study guides/books prior to the promotional examination, in which employees may review in preparation for the examination. Such study guides/books shall remain the property of the employer and shall remain on the employer's premises.

The above shall be scored in the following manner:

- written exam (minimum score of 70% must be attained): **50% of test score**
- assessment process **40 points**
- Fire Chief Interview/personnel record **10 points**

The ranking of the candidates, who have successfully completed all portions of the promotional examination process, shall be posted for a period of five (5) days in the fire department. The employer shall appoint the candidate with the highest composite score. The list shall be valid for eighteen (18) months from the date of posting.

Section 35.7. The employer shall post the promotional date and the list of study guides/books, sixty (60) calendar days prior to the date of the promotional examination.

Section 35.8. To be eligible for promotion to lieutenant employees shall have three years as a full-time firefighter with Brimfield Fire Department prior to appointment.

Article 36

Light Duty Assignment

Section 36.1. In the event of a “duty” related injury to a member of the bargaining unit, which could limit him from performing all of his regularly assigned duties, the employee may be paid his regular rate of pay and benefits not to exceed ninety (90) calendar days, or until medically cleared for a light duty assignment, (after a fitness for duty medical examination has taken place), whichever event occurs first. In order to receive benefits under this section, the employee shall apply to the Bureau of Workers’ Compensation for a medical benefits claim only.

Section 36.2. In order to be able to receive payment in accordance with **Section 36.1**, an employee injured in the line of duty shall apply to the Bureau of Workers’ Compensation for a medical benefits claim only. If the Bureau of Workers’ Compensation approves the employee’s medical benefits claim, the employee will continue to receive his regular rate of pay and benefits for the remaining time during the ninety (90) calendar day period as set forth in **Section 36.1** or until cleared for a light duty assignment under **Section 36.1**. In the event the Bureau of Workers’ Compensation, denies the employee’s medical benefits claim, the employee shall use any accrued sick leave, vacation leave, personal leave, or compensatory time to re-pay the compensation received under **Section 36.1**.

Section 36.3. After ninety (90) calendar days, should the employee be unable to return to work, the Employer, at its discretion, may require the employee to submit to a “fitness for duty medical examination” to ascertain whether or not a light duty assignment may be continued past the time lines set in **Section 36.1**.

Section 36.4. Should the “fitness for duty medical examination” determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty assignment; such an offer of light duty will be made to the employee. Light duty assignments shall be eight (8) hours a day, Monday through Friday, for the length of the light duty assignment.

Section 36.5. In the event of a “non-duty” related injury to a member of the bargaining unit, which could limit him from performing all of his regularly assigned duties, the Employer may assign the employee to a light duty assignment, for a period of time not to exceed thirty (30) calendar days.

Section 36.6. For a “Light Duty Assignment” the employee shall provide signed medical documentation, verifying the employee’s injury or illness, which would prevent the employee from performing any assigned duties. The Fire Chief shall review the documentation and verify all information submitted. If there is a question as to the nature of the injury or illness, the Fire Chief may schedule an examination of the employee by a physician of the Employer’s choice.

Section 36.7. Light duty assignment may include, but not limited to the following duties:

1. Assist with fire investigations;
2. Assist with fire inspections;
3. Pre-fire planning;
4. Assist in developing and presenting training programs
5. Hydrant maintenance; and,
6. Clean and maintain fire station facilities; grounds; equipment and apparatus.

Section 36.8. Once an employee has been medically cleared to return to duty, the employee will be returned to the employee’s previous assignment prior to being placed on a light duty assignment.

Section 36.9. A request for light duty assignment shall not be unreasonably denied.

Article 37 Waiver in Case of Emergency

Section 37.1 - Suspension of Provisions of Agreement. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for management or the Union's replies on grievances; and

b. All work rules and/or provisions of Agreements or practices directly relating to the assignment of all employees.

Section 37.2 - Termination of Emergency. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement.

Article 38 Successorship

Section 38.1 - Successors. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Article 39 Miscellaneous

Section 39.1-Kelly days Kelly days shall be selected by the employee based on seniority.

Section 39.2 - Lockers. Lockers will be provided for employees. The lockers will measure no smaller than 17.00”d x 12.00”w x 70.00”h.

Section 39.3 Differential. A newly promoted employee shall be entitled to one-half the Officer Differential during the six (6) months of the promotional probation period. Upon completion of the probationary period the employee will receive the full differential.

Section 39.4 Lawn and grounds care: Employees shall perform grounds maintenance such as mowing the lawn, trimming shrubs, weeding, raking leaves, snow removal, etc. around the fire station and grounds.

Section 39.5 Medical tests. The Employer shall provide for annual TB testing of all employees as required by State guidelines. Screenings for HIV after an exposure, flu shots, hepatitis vaccines and titers will be provided at no cost to employees.

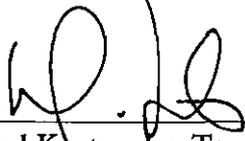
**Article 40
Duration**

Section 40.1 - Duration. This Agreement shall become effective on January 1, 2014, and shall continue in full force and effect until December 31, 2016 along with any amendments made and annexed hereto.

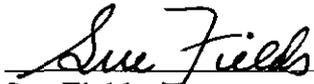
Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 13 day of November, 2013.

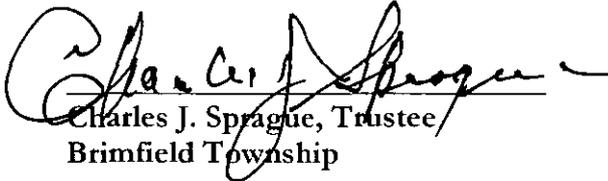
FOR BRIMFIELD TOWNSHIP



Michael Kostensky, Trustee
Brimfield Township



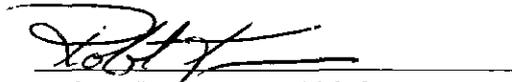
Sue Fields, Trustee
Brimfield Township



Charles J. Sprague, Trustee
Brimfield Township

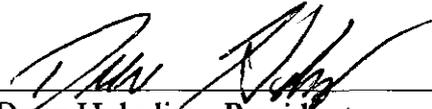


John Dalziel
Township Fiscal Officer

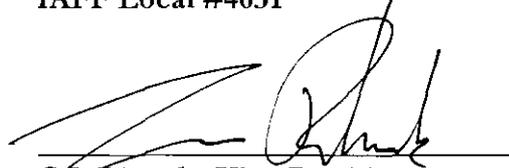


Robert Keller, Fire Chief
Brimfield Township Fire Department

FOR IAFF Local #4031



Drew Helmling, President
IAFF Local #4031



C.J. Rhoads, Vice-President
IAFF Local #4031