



COLLECTIVE BARGAINING AGREEMENT

13-MED-09-1004

1468-02

K31051

08/04/2014

BETWEEN

SPRINGFIELD TOWNSHIP EMERGENCY SERVICES

LOCAL 3544



AND

SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES

Case No. 2013-MED-09-1004

Effective January 1, 2014 thru December 31, 2016

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**ARTICLE 1**  
**PURPOSE**

This Agreement is entered into between the Springfield Township Board of Trustees, hereinafter referred to as the “Employer” and the International Association of Firefighters Local 3544, hereinafter referred to as the “Union”, and has as its purpose the following:

**Section 1.1.** The mission of the Springfield Township Division of Fire and Rescue is to provide a responsive, cost effective service dedicated to quality fire and emergency medical services. The department is committed to the community, and supports the Springfield Township strategic objective and vision.

**Section 1.2.** To provide for the peaceful and equitable settlement of any differences which may arise between the parties.

**Section 1.3.** To achieve better understanding between the parties. This Article is non-grievable.

**ARTICLE 2**  
**RECOGNITION OF THE UNION**

**Section 2.1.** The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, benefits, working conditions, and terms and conditions of employment for those employees in the Bargaining Unit. Whenever used in this Agreement, the term “Bargaining Unit” shall be deemed to include those individuals employed full-time as fire fighter/EMT, firefighter/paramedic, dispatcher, shift captains and lieutenant, as set forth in the certifications issued by the Ohio State Employment Relations Board in cases numbered 05-REP-06-0087 and 05-REP-06-0088.

**Section 2.2.** The Employer will neither negotiate with, nor make bargaining agreements for, any of its employees in the Bargaining Unit unless it is through a duly authorized representative of the Union.

**Section 2.3.** The following groups of employees are excluded from the Bargaining Unit:

- A. One (1) Fire Chief
- B. One (1) Assistant Chief
- C. Captain of Support Services
- D. Captain of Fire Prevention
- E. Management clerical employees
- F. Temporary, volunteer and part-time employees

G. Other Township employees

**Section 2.4.** In the event a new position is established that is appropriate to this Bargaining Unit, the parties shall meet to resolve whether said position should be included in the Bargaining Unit. In the event the parties cannot resolve whether said position belongs in the Bargaining Unit, then the issue of inclusion/exclusion shall be presented to SERB for resolution.

### **ARTICLE 3** **NONDISCRIMINATION**

**Section 3.1.** There shall be no discrimination by the Employer or the Union against any employee on the basis of such employee's membership, or non-membership, in the Union. Additionally, neither the Employer nor the Union shall discriminate on account of race, color, creed, religion, sex, disability, ancestry, age, national origin, veteran's status, military status, genetic information, or political affiliation. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

### **ARTICLE 4** **UNION BUSINESS**

**Section 4.1.** Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, negotiations, conferences, and activities related to the grievance procedure. Such representatives will not be paid for such activities. The Union President, or designee, shall be permitted to present and process grievances and attend grievance meetings during the employee's regularly scheduled working hours without loss of pay, provided the normal operations of the Department are not disrupted. The Union President, or designee, shall not abuse this right and shall notify their immediate supervisors when leaving and returning to work. The Union shall notify the Employer which employees have been selected to serve as Union President, or designee, for the purpose of processing grievances.

**Section 4.2.** The Fire Chief shall attempt to conduct disciplinary hearings, investigations and grievance hearings at a time and place when the affected individual is on duty.

**Section 4.3.** The Employer shall allow the Union to post Union notices on bulletin boards, purchased by the Union, and designated for such purpose, provided such notices and/or postings shall not be of a political, libelous, or scurrilous nature.

### **ARTICLE 5** **UNION DUES**

**Section 5.1.** The Employer, upon presentation of an "Authorization For Payroll Deduction" form (Exhibit A), individually and voluntarily completed by the Union member, agrees to deduct the established Union dues of such Union member each month and to transmit the same to the Union as soon as practicable but no later than fourteen (14) calendar days following the pay in

which the dues were withheld. This authorization shall terminate only after the Union member notifies the Employer and the Union, in writing, to cancel the deduction of Union dues from his paycheck. This cancellation, however, may only be submitted sixty (60) days and no later than thirty (30) days prior to the expiration of this Agreement.

**Section 5.2.** The Union agrees to indemnify the Employer from and against all claims made against the Employer which allege a violation of state or federal law on account of application of this Article, subjected to the following provisions:

- A. The Union does not indemnify against any willful or negligent conduct of the Employer; and
- B. The Employer promptly notifies the Union of any claim made against the Employer; and
- C. The Employer permits the Union, at its expense, to participate in the defense of any claim.

**Section 5.3.** The Employer agrees to remit the aggregate dues to the Treasurer of the Union. Neither the Union, nor the employee, shall have a claim against the Employer for errors in processing of deductions unless a written claim of error is made to the Employer within sixty (60) calendar days after the knowledge is gained. If it is found that an error is made, it will be corrected at the next pay period that Union dues deductions will normally be made.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

**Section 6.1.** The Union recognizes and accepts the right and authority of the Springfield Township Trustees to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as:

- A. To retain sole and exclusive rights to manage its operations, buildings and functions;
- B. To determine the functions and programs of the Employer;
- C. To determine the standards of services to be delivered;
- D. To determine the overall budget;
- E. To determine how technology may be utilized to improve operations;
- F. To determine organizational structure;
- G. To direct, supervise, evaluate or hire employees;
- H. To maintain and improve the efficiency and effectiveness of operations;

- I. To determine the overall methods, process, means or personnel by which operations are to be conducted.
- J. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
- K. To determine the adequacy of the work force;
- L. To determine the overall mission of the Employer as a unit of government;
- M. To effectively manage the work force; and
- N. To take action necessary to carry out the mission of the Employer as a governmental unit.

All other rights not expressly restricted by this contract are retained by Management.

## **ARTICLE 7**

### **WORK RULES AND REGULATIONS**

**Section 7.1.** Reasonable work rules, policies, and procedures shall be established by the Employer consistent with its management rights as set forth in Article 6.

**Section 7.2.** The Employer shall apply work rules, policies, and procedures uniformly and consistently to similarly situated employees. The Union can grieve the application of work rules on a case-by-case basis to the extent that the Employer's application of work rules, policies, and procedures violate terms of this Agreement.

**Section 7.3.** The Union will be provided with a copy of proposed work rules, policies and procedures or revisions to existing work rules, policies and procedures no less than seven (7) calendar days before the effective date of said rules except in an emergency situation. The Union may request to meet and discuss the proposed rules or policy within seven (7) calendar days of its receipt. If the Union does not respond within this seven (7) calendar day time frame, the Employer may assume that the Union does not wish to meet and discuss the proposed rules changes.

The Employer may in an emergency situation implement a work rule, policy, or procedure without observing the seven (7) calendar day requirement set forth in this section. However, upon request of the Union, the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures as soon as practicable after the Union's request to meet.

**Section 7.4.** New work rules and changes in existing work rules, policies and procedures shall be reduced to writing and posted on the Employer's bulletin board for a period of seven (7) calendar days before becoming effective. During this posting period, employees will sign an acknowledgement of having received and reviewed the work rule, policy, or procedure. If absent during the posting period, the employee will sign an acknowledgement upon his or her return to

work. However, this provision does not limit the right of an Employer to implement a work rule prior to conclusion of the posting period if an emergency requires implementation of the work rule, policy or procedure sooner. The Employer shall provide access to such work rules, policies, and procedures to the employees.

**Section 7.5.** Work rules, policies and procedures shall not violate an express provision of this Agreement. In the event the Union wishes to challenge work rules as being in violation of an express provision of the Agreement, it shall do so by filing a grievance at Step 2 of the grievance procedure in Article 12.

**Section 7.6.** The Union and the Springfield Township Trustees consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage management and employees to conduct themselves in a workmanlike and professional manner at all times.

**Section 7.7.** The parties recognize that not all work rules or procedures can be reduced to writing. Further, the parties agree those policies, procedures, and other work requirements mandated by an external agency or jurisdiction are excluded from this Article.

**Section 7.8.** The Employer reserves the right to manage on a day-to-day basis.

## **ARTICLE 8**

### **LABOR MANAGEMENT MEETINGS**

**Section 8.1.** Either party may request a joint committee of no less than two (2), nor more than six (6) members, half of whom shall be from Management and half shall be from the Union, shall to convene within fourteen (14) days of the request. The purpose of such meeting shall be to discuss subjects of mutual concern and shall not be considered an extension of collective bargaining. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the resolution of common issues. These meetings are not considered an extension of day-to-day communication between the Employer and employees. The parties shall submit an agenda of the meeting at least seventy-two (72) hours prior to the date of such meeting.

## **ARTICLE 9**

### **PROBATIONARY PERIOD**

**Section 9.1.** All newly hired employees shall be considered on probation for a period of twelve (12) months from the date of hire. Initial probationary employees can be discharged at the discretion of the Employer with no contractual remedy available.

**Section 9.2.** Employees promoted above their current classification shall serve a probationary period of six (6) months.

**ARTICLE 10**  
**SENIORITY**

**Section 10.1.** Seniority shall be defined as an employee's length of continuous full time service from his date of hire within his classification with the Employer within the Department. In the event of two (2) or more new hires having the same hire date, then seniority shall be determined by the last four (4) digits of the Social Security number (the lower number shall be considered more senior than a higher number).

**Section 10.2.** An employee's seniority shall terminate in the following events:

- A. If he quits.
- B. If he is discharged for just cause.
- C. If absent more than ninety (90) days after termination of active duty military service. Employee must notify the Employer of his intent to return to employment within seven (7) days of his discharge.
- D. If absent for any reason without permission for three (3) consecutive work days.

**ARTICLE 11**  
**DISCIPLINARY PROCEDURES**

**Section 11.1.** When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee.

**Section 11.2.** Discipline shall be for just cause. Counseling shall not be considered as a step in the disciplinary process. Progressive discipline will normally be followed. The following penalties will be applied for each similar act of misconduct:

- A. First Offense — Verbal reprimand.
- B. Second Offense — Written reprimand.
- C. Third Offense — One (1) day suspension.
- D. Fourth Offense — Suspension.
- E. Fifth Offense — Dismissal.

**Section 11.3.** However, some offenses may allow for skipping disciplinary steps. Further, in the following situations the Employer may move immediately to suspension or dismissal for the first offense:

- A. Theft, dishonesty, falsification of a report or document, neglect of duty as relates to patient care, insubordination, drug or alcohol use, incompetency and/or negligent or willful breach of the Lucas County Emergency Medical Services and/or Springfield Township Fire Department Standard Operating Procedures that affect patient care, immoral conduct, conduct that results in a revocation of a paramedic, EMT license or loss of any other required license, and discourteous treatment of the public.

**Section 11.4.** Further, if an employee shall lose his State of Ohio EMT certification license to perform his essential job duties, that employee shall be immediately placed on suspension, without pay, subject to disciplinary hearings if the employee cannot regain his license to practice as soon as possible as determined by the Employer.

**Section 11.5. Written Reprimand.** In the event that a written reprimand is issued that is to be made part of the official personnel record of the employee, then the employee shall have five (5) days in which to request, in writing, a hearing before the Fire Chief if he so desires. If the matter cannot be resolved at such hearing, he shall have the opportunity to appeal the reprimand in the form of a grievance at the Step 3 level of the Grievance Procedure provided herein. Reprimands are not subject to the arbitration procedure.

**Section 11.6.** With respect to the types of prior disciplines set forth below, such prior discipline imposed upon an employee shall not be considered in making a current disciplinary decision in accordance with the following schedule:

- A. Any verbal reprimand shall not be considered after six (6) months from the date of the reprimand provided that no further disciplinary action has been taken against the employee during the intervening six (6) months.
- B. Any written reprimand shall not be considered after twelve (12) months of the reprimand, provided that no further disciplinary action has been taken against the employee during the intervening twelve (12) months.
- C. Any suspension shall not be considered after twenty-four (24) months from the date of suspension, provided that no further disciplinary action has been taken against the employee during the intervening twenty-four (24) months.

Upon the expiration of the time limits set forth in this section, the employee may request to have the expired discipline placed in an expired discipline file that is maintained separately from the employee's personnel file.

**Section 11.7. Use of Last Chance Agreements.** In cases when an employee engages in severe misconduct and termination would be an appropriate penalty for the misconduct, the Employer, Union, and employee may enter into a last chance agreement. A last chance agreement is a non-precedent setting agreement between the parties in which the employee retains his or her employment in exchange for the employee's agreement to engage in no further misconduct as specified in the last chance agreement.

The Employer acknowledges its obligation to negotiate with the Union over the terms of a last chance agreement. However, because a last chance agreement affects the terms and conditions of employment of only the individual employee named therein, the use of a last chance agreement shall not require a vote of the Union membership or ratification by the Township Trustees.

**Section 11.8.** When a suspension or discharge is being considered by the Employer, the affected individual shall be entitled to a hearing before the Chief, or his designee, prior to said suspension or discharge being implemented.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

**Section 12.1.** A grievance is a complaint regarding a specific violation of an express provision of the Agreement as to the meaning, interpretation, or application of said provision filed by an employee in the Bargaining Unit or the Union.

- A. Step 1. The employee will first discuss the grievance with his supervisor, with a Union representative if he so desires, within thirty (30) calendar days of the event giving rise to the grievance. The supervisor shall consult with the Chief, and attempt to adjust the matter and respond to the grievant within four (4) calendar days. Failing to obtain a satisfactory resolution, the employee may proceed in accordance with the following procedure.
- B. Step 2. The employee shall reduce his grievance to writing. An officer of the Bargaining Unit may sign a grievance on behalf of an employee(s); if known, such employee(s) must be identified by name in the written grievance and are considered to be the grievant for the purposes of this procedure. When two (2) or more employees believe that a violation of the Agreement has occurred, one (1) grievance may be written for all of the affected employees. At least one (1) affected member of the Bargaining Unit shall sign the grievance and shall attach a list of additional affected employees to the grievance. The employee and/or his Union representative shall present the grievance to the Fire Chief, or his designee, within five (5) calendar days of the answer from his supervisor. The Fire Chief shall attempt to resolve the complaint and shall respond in writing to the grievant within ten (10) calendar days.
- C. Step 3. If the grievance remains unresolved, it shall be presented by the employee and/or his representative to a Chairman of the Township Board of Trustees and/or his designee within fifteen (15) calendar days after the response of the Fire Chief. The Trustee, or his designee, shall respond in writing within fifteen (15) calendar days. Either party may request a hearing prior to the formal response by the Trustee or his designee. Grievances filed over any suspension, demotion, or termination of employment shall be initiated at Step 3 by reducing the grievance to writing and presenting the grievance to the Chairman of the Township Board of Trustees within fifteen (15) calendar days of the employee's receipt of the notice of disciplinary action. In such disciplinary matters, the grievant may request a private hearing to be held in executive session.

D. Step 4. If the decision of the Trustee, or his designee, is not satisfactory, then the Union shall notify the Employer and/or his designee in writing within ten (10) calendar days after the response that the grievance is to be submitted to arbitration. Either party may request the Federal Mediation and Conciliation Service, or any other mutually agreeable service, to provide a list of nine (9) available arbitrators. Any such arbitrator shall be a resident of the state of Ohio. Within ten (10) calendar days after receipt of such panel, the parties shall meet to select the arbitrator. The party to strike the first name shall be chosen by lot.

**Section 12.2.** The arbitrator shall render a decision within thirty (30) calendar days from the date the record is closed. A thirty (30) calendar day extension may be granted by mutual consent of the parties.

**Section 12.3.** Arbitration shall be limited to matters concerning the interpretation or application of express provisions of this Agreement. The arbitrator shall not decide any matter or give a decision that is contrary to the legal duties of the Springfield Township Trustees.

**Section 12.4.** The Employer and the Union shall each pay any expenses incurred with respect to preparation and presentation of its case to the arbitrator. Any expense incurred with respect to the services of the arbitrator shall be borne by the losing party. In the event of a split decision, the parties shall share equally in the expenses of the arbitration. The decision of the arbitrator shall be final and binding on both parties.

**Section 12.5.** Failure by the Union to present or appeal a grievance(s) in accordance with the time limits set forth in the procedure shall result in the grievance being dismissed. The parties may, by mutual agreement, extend any time limits set forth herein.

**Section 12.6.** In computing any period of time allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Responses to grievances by the Employer shall be considered served if delivered to the employee or on-duty Union representative.

### **ARTICLE 13** **LIMITS ON BIDDING RIGHTS**

**Section 13.1.** Employees covered under this Agreement shall have the right to apply and be considered for any positions created by the Springfield Township Fire Department, but the appointment to those positions shall be strictly the right of the Employer.

**Section 13.2.** Bargaining Unit employees can apply for posted job openings at the same time that the Employer will solicit applicants from the outside. The Employer will select the most qualified individual.

**ARTICLE 14**  
**TRANSFERS**

**Section 14.1.** In the event of an opportunity for a lateral transfer within a specific classification within the Bargaining Unit, such transfer shall be governed by the following:

- A. Such transfer shall be announced on the bulletin board for a period of at least six (6) working days.
- B. In the event more than one (1) Bargaining Unit employee submits a written bid to the Employer, the position shall be filled by the most senior qualified employee. Qualified shall include work record, attendance, disciplinary record, and job classifications.

**ARTICLE 15**  
**JOB DESCRIPTIONS AND JOB DUTIES**

**Section 15.1.** All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with their job description. Job duties will ultimately be determined by the Employer provided said job duties do not violate an express provision of this Agreement.

**Section 15.2.** In the event there is an update or change to the employee's job description, the Employer will provide a copy to all affected employees.

**ARTICLE 16**  
**HOURS OF WORK**

**Section 16.1.** Firefighter/EMT or paramedics, captains and lieutenants will be assigned to a twenty-four (24) hour shift, with starting time at 0700 hours. Firefighter/EMT or paramedics, captains, and lieutenants will work one (1) shift followed by three (3) consecutive days off duty.

**Section 16.2.** Dispatchers will be assigned to a twelve (12) hour shift with a starting time of 0600 or 1800 hours. Dispatchers will work three (3) consecutive shifts followed by three (3) consecutive days off duty.

**ARTICLE 17**  
**OVERTIME**

**Section 17.1.** Captains, lieutenants, and firefighter/EMT or paramedics will be paid at the rate of one and one-half (1½) times their base rate for any hours worked in excess of ninety-six (96) hours per pay period in active pay status. Dispatchers will be paid at the rate of one and one-half times per base rate for any hours worked in excess of forty (40) hours per week. Active pay status includes vacation time, but excludes sick leave.

For all employees not in the dispatcher classification, the above referenced work period is intended to comply with the FLSA 207(k) exempt work period.

**Section 17.2.** Overtime must be approved in advance by management.

**Section 17.3.** Overtime will be mandatory when necessary. An employee will not leave his post until properly relieved by oncoming personnel. If an employee calls off, the on-duty personnel that he is to replace will remain on the job until properly relieved by either: (1) a part-time person, (2) a full-time person working overtime, or (3) the employee will remain on duty and it will be mandatory for him to work the overtime. The Employer will maintain a rotational overtime list. When calling full time personnel in for overtime, if no employee wants the overtime, then the lowest in seniority employee will be mandated to work.

**Section 17.4.** An employee can only be forced to work mandatory overtime once per quarter. If the need for mandatory overtime exists after the lowest employee in seniority has already been forced to work once that quarter, then the mandatory overtime will go to the second last senior and so on in reverse order through the seniority list. In the event that an employee who has been forced once is working with a part-time employee and is unsuccessful in forcing an off duty employee into work, that person will be required to remain on duty until properly relieved.

**Section 17.5.** All forced mandatory overtime hours shall be paid at a rate of one and one-half (1½) times their base rate regardless of where the employee falls within the pay period in active status.

## **ARTICLE 18** **FITNESS FOR DUTY**

**Section 18.1.** When an employee notifies the Employer the employee is no longer able to perform the essential functions of the employee's position, or the Employer has a specific reason to believe or receives credible evidence of a medical and/or psychological problem which affects the employee's ability to perform the essential functions of the employee's position, the procedures outlined in this article shall apply.

**Section 18.2.** The Employer may require the employee to submit to a medical and/or psychological examination to determine the employee's ability to perform the essential functions of the classification to which the employee is assigned. The Employer shall place the employee on paid administrative leave of absence pending the examination. Such testing or examination shall be performed by a medical professional from the respective field selected by the Employer. The cost of such tests or examinations shall be paid by the Employer. If the employee is found to be unfit for duty, the employee will be temporarily placed on available leave time, a disability leave of absence as per Section 18.4 or family medical leave, whichever is applicable, until a final determination can be made by the Employer regarding the employee's ability to perform the essential functions of the employee's classification.

**Section 18.3.** A Disability Review Conference will be scheduled within fourteen (14) calendar days from receipt of the report of the physical examination as outlined in Section 18.2, with the Employer and/or designee, the employee and the IAFF representative, if the employee desires representation, to review the findings from the examination(s) conducted in accordance with

Section 18.2 above. At the conference, the employee may present any evidence which the employee believes refutes the findings from the previous examination(s).

Based on the medical evidence supplied at the Disability Review Conference, the Employer shall make a decision as to the employee's fitness for duty. If the Employer determines the employee is capable of performing his or her essential job duties, the employee shall be returned to work. If the Employer determines that the employee is unable to perform his or her essential job functions, the Employer shall issue a decision stating the basis for the decision, and exercise any of the options set forth in Section 18.4, below.

An employee who disagrees with the determination that he or she is unable to perform essential job functions shall have the right to appeal in writing by requesting arbitration pursuant to Article 12. This request shall be submitted to the Township Administrator within ten (10) calendar days of receipt of the written determination from the Disability Review Conference.

**Section 18.4.** If an employee is found, as a result of the procedures outlined herein, to be unable to perform the essential functions of the employee's classification, the Employer may:

- A. Place the employee on unused, accumulated sick leave and/or family medical leave, if any is available and applicable;
- B. Place the employee on an unpaid disability leave of absence for the period of recovery not to exceed six (6) months or such longer period of time as permitted by the Employer on a case-by-case basis;
- C. Assist the employee in applying for a disability retirement; and/or
- D. Separate the employee from employment.

**Section 18.5.** An employee who has been placed on leave or separated pursuant to this article shall have the ability to request to return to work by submitting supporting substantive medical evidence. An employee who has been disability separated pursuant to this Article shall have the ability to request reinstatement at anytime within a two (2) year period after the date of the disability separation. The Employer may choose to have an employee examined by a physician of its choice at the Employer's expense prior to approving or denying the employee's request to return to work. In the event there are conflicting medical opinions as to an employee's ability to return to work, the parties agree to follow the process for the Disability Review Conference outlined in Section 18.3.

**Section 18.6.** Nothing herein shall be construed nor interpreted as violating any rights an employee may have under any applicable federal law.

**ARTICLE 19**  
**SICK LEAVE**

**Section 19.1.** Sick leave credit shall be earned at the rate of 4.85 hours for each completed biweekly pay period in active pay status, including regular hours, overtime hours, paid vacation and sick leave, but not during a leave of absence or layoff, to a maximum of one hundred twenty-six (126) hours per year. Unused sick leave shall accumulate without limit.

**Section 19.2.** Sick leave shall be charged in minimum units of two (2) hours. An employee shall be charged for sick leave only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Elective medical treatments including medical appointments require eight (8) calendar days advance notice, if possible, or as much advance notice as circumstances permit. Employees are required to give one (1) hour notice when using sick leave unless such notice is impossible to give.

**Section 19.3.** The Employer can require medical verification and/or take disciplinary action if excessive use of sick leave or abuse of sick leave is suspected. (Examples of abuse of sick leave would be: patterned use of sick leave, consistent one (1) day sick leave usage, limited amount of sick leave on books without prior medical verification.)

**Section 19.4.** Sick leave shall be granted to an employee for the following reasons:

- A. Illness or injury of the employee or illness or injury in the employee's immediate family, which requires the employee's personal care or attendance.
- B. Immediate family is defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in the place of a parent.

**Section 19.5.** The Employer shall require an employee to furnish a standard written, signed statement to justify the reason for use of sick leave. If medical attention is claimed by or required by the employee, a certificate stating the nature of illness or injury from a licensed physician may be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 19.6.** Employees with an illness or disability who miss two (2) twelve (12) or two (2) twenty-four (24) hour shifts, whichever is applicable, shall be required to furnish a statement from his physician notifying the Employer that he was unable to perform his duties. Employees returning to work after an injury, illness or operation attended by a physician shall be required to have a physician's statement indicating the employee is physically capable of returning to work.

**Section 19.7.** Employees will not be allowed to automatically use any other earned or unearned time for purpose of sick leave.

**Section 19.8.** Employees on a twelve (12) hour schedule can use up to thirty-six (36) hours of sick leave for purposes of funeral leave for immediate family. Employees on a twenty-four (24) hour schedule can use up to forty-eight (48) hours of sick leave for purposes of funeral leave for immediate family. Immediate family is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in the place of a parent.

## **ARTICLE 20 INJURY LEAVE**

**Section 20.1.** Any employee who qualifies for temporary total disability payments through the Ohio Bureau of Workers' Compensation shall be entitled to an injury leave during the period of time ending three hundred sixty-five (365) calendar days after the date of the original injury or the onset or diagnosis whichever is later of the occupational disease that is the subject of the Workers' Compensation claim. During the first thirty (30) days of this three hundred sixty-five (365) calendar day injury leave, the employee's salary shall be continued at its then current level. The employee will be required to reimburse the Township for this thirty (30) day advance against Workers' Compensation payment. Failure to reimburse shall be ground for discharge.

**Section 20.2.** The Employer will maintain a Transitional Work Policy, which is attached as Exhibit C.

## **ARTICLE 21 EDUCATION LEAVE**

**Section 21.1.** Employer will continue to offer mandatory training including required C.E. training. Required continuing education training shall include both emergency medical training, as well as fire training. In the event the required training is not able to be facilitated in house, then the parties will meet in labor management meetings to consider alternatives.

**Section 21.2.** Any non-required training that an employee wishes to attend that required payment, which the employee would wish to be reimbursed for, shall be subject to prior management approval to be eligible for reimbursement.

## **ARTICLE 22 SAFETY AND HEALTH**

**Section 22.1.** Each employee is responsible for his individual safety performance. Each supervisor also has the responsibility to create a climate of safety awareness. Safety and loss prevention must be considered as an integral part of every job. It is the responsibility of each employee to comply with safety rules and to attempt to work in such a manner as to prevent injuries to himself and his fellow employees. Unsafe working conditions should be brought to the immediate attention of the immediate supervisor. Unsafe working conditions that are not abated will be reported to the Fire Chief. Unresolved issues regarding alleged unsafe working conditions can be grieved directly to the Trustees' level.

**Section 22.2.** Any employee sustaining an injury should inform their supervisor. All injuries, however slight, must be reported, in writing within seventy-two (72) hours.

**Section 22.3.** The Employer will recognize and consider the collaborative effects of the Safety Committee in regards to, but not limited to, recommendations to standard operating procedures, work rules, injury investigation and prevention, and evaluation of employee's personal protective equipment.

**ARTICLE 23**  
**WAGES**

**Section 23.1.** The following wages shall be effective on the first full pay period in January, 2014:

<u>Classification</u>	<u>New Hire</u>	<u>6-12 Months</u>	<u>1 Year</u>
Dispatcher	\$14.67	\$15.21	\$15.74
New Firefighter/EMT Basic	\$18.30	\$18.82	\$19.34
Firefighter/Paramedic	\$19.38	\$19.90	\$20.42
Lieutenant	\$21.00	\$21.52	\$22.04
Captain	\$22.57	\$23.09	\$23.61

The above wages represent a 2% increase for Dispatchers, a 2% increase for New Firefighter/EMT Basics, a 2% increase for Firefighter/Paramedics, a 2% increase for Lieutenants, and a 2% increase for Captains.

**Section 23.2.** The following wages shall be effective on the first full pay period in January, 2015:

<u>Classification</u>	<u>New Hire</u>	<u>6-12 Months</u>	<u>1 Year</u>
Dispatcher	\$14.96	\$15.51	\$16.05
New Firefighter/EMT Basic	\$18.67	\$19.20	\$19.73
Firefighter/Paramedic	\$19.77	\$20.30	\$20.83
Lieutenant	\$21.42	\$21.95	\$22.48
Captain	\$23.02	\$23.55	\$24.08

The above wages represent a 2% increase for Dispatchers, a 2% increase for New Firefighter/EMT Basics, a 2% increase for Firefighter/Paramedics, a 2% increase for Lieutenants, and a 2% increase for Captains.

**Section 23.3.** The following wages shall be effective on the first full pay period in January 2016:

<u>Classification</u>	<u>New Hire</u>	<u>6-12 Months</u>	<u>1 Year</u>
Dispatcher	\$15.26	\$15.82	\$16.37
New Firefighter/EMT Basic	\$19.04	\$19.58	\$20.12
Firefighter/Paramedic	\$20.17	\$20.71	\$21.25
Lieutenant	\$21.85	\$22.39	\$22.93
Captain	\$23.48	\$24.02	\$24.56

The above wages represent a 2% increase for Dispatchers, a 2% increase for New Firefighter/EMT Basics, a 2% increase for Firefighter/Paramedics, a 2% increase for Lieutenants, and a 2% increase for Captains.

**Section 23.4.** Upon execution of this agreement, (identified as SERB Case No. 2013-MED-09-1004) each Bargaining Unit member shall receive a one-time lump sum payment of \$300.00.

## **ARTICLE 24** **INSURANCE**

**Section 24.1.** The Employer agrees to provide group health insurance for each Bargaining Unit employee. Employees may opt for single or family (dependent) coverage.

**Section 24.2.** The Township shall provide for a group health insurance plan option that contains a \$500/\$1,000 deductible and an 80%-20% co-insurance (co-payment) provision prior to 100% payment, with maximum out of pocket costs of \$2,500 for single coverage and \$5,000 for family coverage. Monthly premiums for medical insurance shall be shared by the Employer and employees in accordance with the following schedule:

	<u>Employer Share</u>	<u>Employee Share</u>
Effective upon execution in 2014:	90%	10%
Effective January 1, 2015	88%	12%
Effective January 1, 2016	85%	15%

Dental, vision, and life insurance monthly premiums are to be shared by the Employer and employees in accordance with the following schedule:

	<u>Employer Share</u>	<u>Employee Share</u>
Effective upon execution in 2014:	92%	8%
Effective January 1, 2015	91%	9%
Effective January 1, 2016	90%	10%

The employee shall be responsible for payment of the employee deductible and co-insurance as provided in the plan.

The Employer shall continue to sponsor an integrated HRA for its employees, spouses and dependents who participate in the Township or in another qualifying health insurance plan. The Employer shall fund a medical HRA on an annual basis in the amounts of \$300.00 for employees with single coverage and \$1,000.00 for employees who have elected family coverage. For purposes of this Section 24.2, family coverage shall be defined as: (1) employee plus spouse; (2) employee plus spouse plus dependents; or (3) employee plus dependents. The Employer shall fund a limited purpose HRA for dental and vision expenses on an annual basis in the amounts of \$200.00 for employees with single coverage and \$500.00 for family coverage. Finally, the Employer shall fund FSA accounts on an annual basis for all employees and dependents who participate in the Township health insurance plan in the amount of \$500.00 per employee.

Under the HRA plans described above, the Employer shall reimburse an employee the deductible and co-insurance amounts associated with any qualifying health insurance plan when provided with the appropriate documentation.

It shall be the employee's responsibility to provide the appropriate documentation as requested to verify qualifying expenses to maintain a Benny card or by April 1 of the year following the date the services were rendered to receive reimbursement. Any unused reimbursement totals pursuant to the medical HRA will be rolled over to the following calendar year up to a \$600.00 cap for single coverage and up to a \$2,000.00 cap for family coverage. Any unused reimbursement totals under the FSA plan may be rolled over up to a \$500.00 cap. Any unused reimbursement totals for dental and vision plans may roll over up to a \$400.00 cap for single coverage and up to a \$1,000.00 cap for family coverage. Such roll overs are subject to the provisions of the Affordable Care Act (ACA).

**Section 24.3.** The Employer will provide dental and optical coverage for Bargaining Unit employees. Dental coverage shall be through Delta Dental.

**Section 24.4.** Life insurance shall be maintained for Bargaining Unit members.

**Section 24.5.** The parties shall establish a Cost Containment Committee consisting of management representatives and representatives of all Bargaining Units which will meet regularly to discuss health insurance issues. The Union may bring two (2) Bargaining Unit members and an IAFF representative to said Cost Containment Committee meetings.

**Section 24.6.** Effective January 1, 2015, an employee's spouse who is eligible for group health insurance through his or her own employer may be covered as a dependent under the Township health insurance plans (medical and dental) only if he or she has enrolled in the group health plan provided by their employer. For the spouse, the employer's coverage will be primary and this coverage will be secondary. The employee will be responsible for one hundred percent (100%) of the additional premium cost to the Township for the spouse to be covered.

**ARTICLE 25**  
**UNIFORM ALLOWANCE**

**Section 25.1.** Upon appointment to the Springfield Township Fire Department as a full time captain, lieutenant, or firefighter-paramedic, the employee shall receive from the Employer the following:

- A. Four (4) pairs of trousers
- B. Four (4) blue shirts (two (2) long sleeve, two (2) short sleeve)
- C. One (1) black belt
- D. One (1) nameplate
- E. One (1) badge
- F. One (1) four season jacket with removable lining (Blauer or equivalent)

**Section 25.2.** The Employer shall furnish protective gear. Such protective gear shall include:

- A. One (1) coat
- B. One (1) pair turnout pants with boots
- C. One (1) helmet
- D. One (1) suspenders
- E. One (1) pair gloves
- F. One (1) Nomex hood
- G. One (1) fit tested SCBA face piece

**Section 25.3.** All full-time captain, lieutenant, and firefighter EMT employees shall receive a semi-annual uniform allowance of \$370.00. Said allowance shall be paid on the first pay check in January and on the first pay check in July.

**Section 25.4.** Upon appointment as a Springfield Township full time dispatcher the employee shall receive from the Employer the following:

- A. Four (4) pairs of trousers
- B. Four (4) blue shirts (two (2) long sleeve, two (2) short sleeve)

- C. One (1) black belt
- D. One (1) nameplate
- E. One (1) badge

**Section 25.5.** All full-time dispatchers shall receive a semi-annual uniform allowance of \$296.00. Said allowance shall be paid on the first pay check in January and on the first pay check in July.

**Section 25.6.** It is the employee’s responsibility to make sure that uniforms are in good shape and serviceable at all times. If the employee exhausts his uniform allowance funding and does not have a uniform in proper condition, then the employee must furnish such uniform at his own expense.

**ARTICLE 26**  
**VACATION**

**Section 26.1.** Vacation

- A. Employees shall receive and earn vacation as follows:

<u>Years of Full-time Service</u>	<u>Weeks of Vacation</u>
One (1) year	Two (2) weeks
Seven (7) years	Three (3) weeks
Fourteen (14) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

- B. A week is defined as forty-two (42) for purposes of this Article.
- C. Employees are permitted to utilize their earned vacation in six hour increments or more. Employees will only be permitted to use this section if there is sufficient coverage as determined by the Employer.

**Section 26.2.** When requests are made on the same date, the most senior employee shall receive his choice first. Otherwise vacations are granted on a first come first serve basis. Once a vacation has been approved for an employee, the employee’s choice cannot be “bumped” by a more senior employee. Management reserves the right to deny vacation requests due to operational needs.

**Section 26.3.** In the event an employee is unable to utilize his vacation time off with pay, said employee may carry over his earned vacation from year to year up to and including a three (3) year period. However, at the end of a three (3) year period said earned vacation must be paid to said employee.

**ARTICLE 27**  
**HOLIDAYS**

**Section 27.1.** Employees shall receive the following days as paid holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday of October
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	Twenty-fifth day in December

**Section 27.2.** For employees to receive holiday pay computed on the basis of eight (8) hours pay for those days listed herein, the employee must be at work or on approved leave of absence or bona fide medical emergency his last scheduled day preceding the holiday and his first scheduled day following the holiday.

**Section 27.3.** Employees who are required to work on any of the holidays listed herein shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked in addition to the holiday pay defined herein.

**Section 27.4.** For the purposes of this Article, the holiday begins at 0000 hours and ends after 2359 hours on the day listed in Section 27.1. Employees working shifts will recognize these holidays on the day the holiday actually falls on.

**Section 27.5.** Hours worked in excess of ninety-six (96) per pay period shall be paid at the overtime rate even where a holiday falls within the pay period.

**ARTICLE 28**  
**PENSION**

**Section 28.1.** The full-time captain, lieutenants, and the full-time firefighter EMT, shall participate in the Police and Fire Pension Fund. The full-time dispatchers shall participate in PERS. The parties agree to implement the "pension pick-up".

**ARTICLE 29**  
**SICK LEAVE CASH-OUT AT RETIREMENT**

**Section 29.1.** An employee at the time of retirement with ten (10) or more years of service, shall receive a cash payment for one-fourth (1/4) of their accrued but unused sick leave credit. Payment of unused sick leave shall be considered to eliminate all sick leave accrued at that time. An employee who dies in the line of duty shall receive a cash payment of one hundred percent

(100%) of their accrued but unused sick leave. Such payment shall be made to the next of kin as designated by the employee or to his estate in the event no person was named as beneficiary prior to the death of the employee.

## **ARTICLE 30** **LAYOFFS AND RECALL**

**Section 30.1.** The Springfield Township Trustees shall notify its employees and the Union, thirty (30) calendar days prior to the cancellation of Lucas County EMS funding. Any employee who is working at the time such notice of liquidation of EMS is given shall continue working during such thirty (30) calendar day period, or shall be given one (1) day's pay at his/her regular straight time rate of pay for an eight (8) hour pay period which he/she does not work by reason of such liquidation of EMS. Employees covered by this Article shall be allowed to cash out up to fifty percent (50%) of available sick leave. Employees covered by this Article shall be allowed to cash out any available vacation time.

**Section 30.2.** Prior to any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity of layoffs, extent of layoffs, and alternatives to any layoffs.

**Section 30.3.** When because of economy, consolidation, or abolishment of functions, curtailment of activities or otherwise, the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the Union and affected employees at least thirty (30) calendar days prior to the effective date of the layoff or job abolishment. Such notice shall be sent by certified mail, return receipt to the employee's home address of record or hand delivered to the employee. Notice to the Union shall be hand delivered or sent by certified mail, return receipt to the President of the Union. Such notice shall contain the following information:

- A. The rationale for the layoff.
- B. The effective date of the layoff.
- C. A listing detailing the employee's seniority in relation to other members in the Bargaining Unit.
- D. A statement advising the employee of his/her responsibility to maintain a current address with the Department and any certifications required of his/her job classification.
- E. A statement advising the member of his/her reinstatement rights consistent with this Article.

**Section 30.4.** When layoffs are necessitated for reasons other than cancellation of Lucas County EMS funding no Bargaining Unit employee shall be laid off until all regularly scheduled part-time positions, temporary and probationary employees are laid off first in the above respective order. Employees shall be laid off in inverse order of seniority with the least senior being laid off first. For the purposes of this Article, seniority shall be defined as date of full time

hire. In the event full time employees are laid off and the Department offers part-time hours, those hours shall be first offered to laid off full-time employees in order of seniority.

**Section 30.5.** In any layoff, whether necessitated by cancellation or decrease in Lucas County EMS funds, or by Township financial downturn, or any other reason employee(s) who are laid off from one job classification may bump (displace) another employee with lesser seniority in an equal or lower rated job classification within the Department provided they possess the required qualifications of that position and are able to perform the functions and duties of the position into which he/she is attempting to bump (displace) as determined by management subject to the grievance procedure.

**Section 30.6.** In any layoff, whether necessitated by cancellation or decrease in Lucas County EMS funds, or by Township financial downturn, or any other reason employee(s) who are bumped (displaced) by a more senior employee, shall be able to bump (displace) another employee with lesser seniority in an equal or lower rated job classification provided they possess the required qualifications of that position and are able to perform the functions and duties of the position into which he/she is attempting to bump (displace) as determined by management subject to the grievance procedure.

**Section 30.7.** In any layoff, whether necessitated by cancellation or decrease in Lucas County EMS funds, or by Township financial downturn, or any other reason, at the end of the bumping (displacing) process, the employee who is bumped (displaced) or chooses not to bump (displace) another employee shall be laid off.

**Section 30.8.** In any layoff, whether necessitated by cancellation or decrease in Lucas County EMS funds, or by Township financial downturn, or any other reason, employees who are laid off shall be placed onto a recall list for a period of thirty-six (36) months. The recall list shall be in inverse order of the layoff, with the last employee laid off to be the first recalled.

**Section 30.9.** In any layoff, whether necessitated by cancellation or decrease in Lucas County EMS funds, or by Township financial downturn, or any other reason, no new employee(s) shall be hired in the classification affected by the layoff until all laid off employee(s) have been given ample opportunity to return to work according to the following provisions:

- A. Notice of recall shall be sent by certified mail, return receipt to the employee's last mailing address provided by the employee.
- B. The recalled employee shall have seven (7) calendar days following the date of delivery of the recall notice to notify the Employer of his/her intention to return to work.
- C. After said notification, the employee shall have fourteen (14) calendar days in which to report to duty, unless the Employer specifies a date greater than the fourteen (14)-day period.

**ARTICLE 31**  
**SUPERVISORY DUTIES AND RESPONSIBILITIES**

**Section 31.1.** Any Bargaining Unit employee in a supervisory position (example: captains and lieutenants) will recognize his or her responsibility to properly manage other employees. Any supervisor will faithfully carry his supervisory duties without regard to Union interest and Union membership.

**ARTICLE 32**  
**MILITARY LEAVE**

**Section 32.1.** The Township is committed to supporting any employee who is required to report for military duty (active or reserve). The Township will follow all federal and state statutes designed to protect employment rights of military personnel.

**Section 32.2.** Any employee ordered to military service should meet as soon as possible with the Fire Chief in order to fill out any required paperwork.

**ARTICLE 33**  
**COURT TIME**

**Section 33.1.** The Employer shall grant full pay and benefits to any employee that is subpoenaed for any court or tribunal hearings for matters within the scope of his employment or for jury duty. All compensation received for court or jury duty shall be remitted by the employee to the Employer unless such duty is performed outside of regular working hours.

**ARTICLE 34**  
**INOCULATIONS**

**Section 34.1.** Employees who are exposed to increased risks of infectious diseases as a result of their duty requirements may receive at Township expense, appropriate inoculations for protection against this disease. This service must be approved by the Fire Chief or his designee based on reasonable medical evidence. This service will be performed by a physician hired by the Township or by the employee's family physician if that person is more readily available. The cost of the inoculation will be paid directly by the Township to the medical care provider. Inoculations are voluntary and are provided for the protection of Township employees.

**Section 34.2.** If an employee suffers work-related injury, which is approved as a Workers' Compensation claim through the state of Ohio, and he/she requires inoculations or immunizations, said shots are not authorized for payment through either the Bureau of Workers' Compensation or the Township insurance provider, then the Township will pay for these inoculations also.

**Section 34.3.** The Employer agrees to cover the cost and provide inoculations for influenza of any type, Hepatitis A & B. The Township will consider any other inoculation recommended by the Township Medical Director.

**ARTICLE 35**  
**TUITION REIMBURSEMENT**

**Section 35.1.** The Employer will provide the opportunity for tuition reimbursement for job related courses as determined by the Fire Chief. All courses and reimbursement decisions are subject to prior approval from the Fire Chief. Tuition cost will be reimbursed upon documented presentation of a "C" or 2.0 grade or better.

This Article is not grievable.

**ARTICLE 36**  
**PYRAMIDING**

**Section 36.1.** There shall be no pyramiding overtime.

**ARTICLE 37**  
**DURATION**

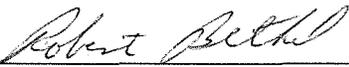
**Section 37.1.** This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until December 31, 2016. It shall automatically be renewed from year-to-year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) calendar days prior to the anniversary date that it desires to modify the Agreement.

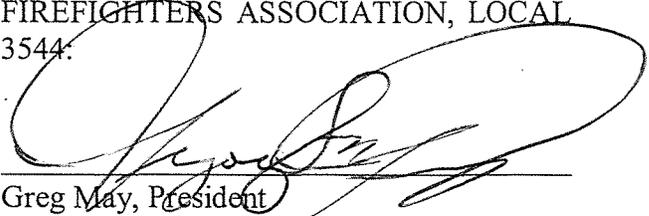
SIGNATURE PAGE

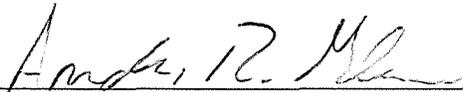
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 14<sup>th</sup> day of July, 2014.

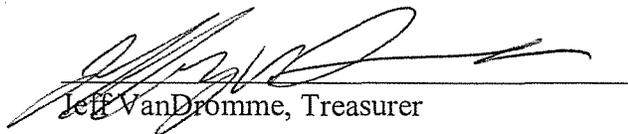
FOR SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO

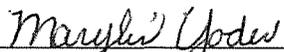
FOR THE INTERNATIONAL FIREFIGHTERS ASSOCIATION, LOCAL 3544:

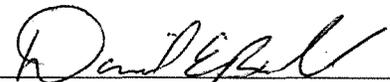
  
Robert Bethel, Township Trustee

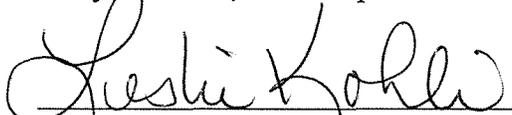
  
Greg May, President

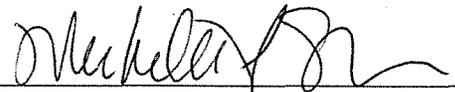
  
Andrew Glenn, Township Trustee

  
Jeff VanDromme, Treasurer

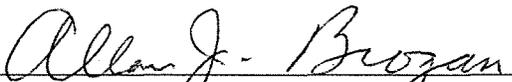
  
Marilyn Yoder, Township Trustee

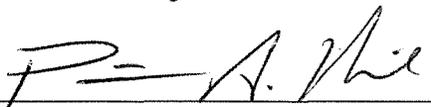
  
Daniel Ball, Bargaining Committee Member

  
Leslie Kohli, Township Administrator

  
Michelle Sullivan, Legal Counsel

  
Barry Cousino, Fire Chief

  
Allan J. Brogan, Township Solicitor

  
Patrick A. Hire  
Management Consultant

**EXHIBIT A**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

NAME

DEPARTMENT

TO: SPRINGFIELD TOWNSHIP

I hereby authorize the Employer to deduct the sum of \$\_\_\_\_\_ from my wages each month for dues in IAFF, Local 3544 effective \_\_\_\_\_.

It is my understanding that this authorization can only be revoked, by submission in writing to the Employer and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to expiration of the Agreement between the parties.

I also hereby authorize the Employer, to accept and honor the written requests of IAFF. Local 3544, signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

DATE: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**EXHIBIT B**

**DRUG POLICY**

**PURPOSE**

To provide a safe, drug-free work environment to ensure an employee's health and job performance. To provide guidelines for the consistent handling of drug use violations in the Department.

**POLICY**

A. Use of Alcohol and Drugs

1. Employees shall not possess, sell or use alcohol or illegal drugs nor abuse prescribed controlled substances while on duty or on Township property.
2. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of controlled substances except as provided in subparagraph c below.
3. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.

B. Drug Dependency Treatment

Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. Conscientious efforts to seek help will not jeopardize an employee's job and will not be noted in any personnel records. If an employee advises the Township of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive treatment. If so, the leave provisions of Item 2 will apply. However, a drug/alcohol related problem will not excuse any violation of Township rules.

Chemical dependencies are treatable. Employees covered by Township sponsored health insurance have limited coverage for treatment of chemical dependency. Any costs associated with the treatment that are not covered by insurance will be the responsibility of the employee.

**PROCEDURE**

- A. Drug/Alcohol screens will be conducted in the following instances.

Pre-employment Township physicals, including a drug/alcohol screen, are required of all potential employees. The Township does not hire applicants who test positive because being under the influence of drugs is likely to affect job performance.

Physical examinations conducted on employees returning from a medical or disability leave of absence may include a drug/alcohol screen.

When there is a reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a controlled substance at work or is working or reporting to work under the influence of illegal drugs/alcohol, or an abused or controlled substance, that employee shall be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

A determination that reasonable suspicion exists that an employee has engaged in prohibited conduct regarding alcohol or controlled substances shall be made by a supervisor who has received training in accordance with the FHWA regulations regarding the detection of the use of controlled substances or alcohol as set forth in 49 CFR §382.603. Such training shall be provided by having the supervisor receive training in accordance with the FHWA regulations, and he shall, in turn, train other supervisors.

A written record shall be made of the observations leading to a controlled substance or alcohol reasonable suspicion test and signed by the supervisor who made the observations within 24 hours of the observed behavior or before the results of the controlled substances or alcohol test are released, whichever is earlier.

If possible the employee's Union representative will be present when the employee is first told that he will be required to submit to a reasonable suspicion test. Any statements made by the employee at any later point when the Union steward is not present while the employee is being transported to and from the testing site and while at the testing site shall not thereafter be introduced in or otherwise used against him in any subsequent disciplinary investigation or hearing. The employee will continue to be maintained on the regular payroll during all times of the testing. However, if a positive test result occurs, then those hours spent awaiting the test results shall be charged against the employee's accrued sick time or vacation time. If neither is available said time shall be considered unpaid.

As soon as practicable following an accident involving a motor vehicle which resulted in bodily injury or property damage the Township may test the employee driver for controlled substances or alcohol. Once the employee driver presents himself to the supervisor for testing, he shall be maintained on the regular payroll. However, if a positive test result occurs, then those hours spent following the accident awaiting the test results shall be charged against the employee's sick time.

Testing will require that the employee provide a urine, breath and/or blood sample or any other tests available and scientifically accepted. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the Township. Refusal to sign the authorization form or to submit immediately to a requested drug or alcohol test will be considered insubordination and will subject the employee to discharge.

The medical testing facility to be used for alcohol and controlled substances testing shall be certified and operate in accordance with 49 CFR Part 40.

The controlled substances test will include only marijuana, cocaine, opiates, amphetamines and phencyclidine. If the CFR's subsequently include other substances, those shall be tested as well.

B. Rehabilitation and Counseling

Any positive test results will result in the employee being relieved from duty.

The cutoff levels for a positive initial test and for confirmation tests using GC/MS shall be those set forth in 49 CFR §40.29.

The cutoff level for alcohol shall be as set forth in 49 CFR §382.201 which is currently an alcohol concentration of 0.04 or greater.

In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of sixty (60) calendar days and accrued vacation may be used for this leave. Otherwise, the leave will be unpaid.

Treatment programs acceptable to the Township under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency. The Township will require written verification that an employee is participating in or has completed a treatment program.

C. Disciplinary Action

Disciplinary action is appropriate in the following instances:

1. Any employee who is in the possession of, sells, or uses alcohol or illegal drugs or illegally possesses, sells or uses a controlled substance while on the job, shall be subject to discharge.
2. Any employee who works or reports to work under the influence of alcohol, controlled substances, or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. This includes prescribed over-the-counter drugs not reported to a supervisor as required by Section A3 above. The type and severity of discipline will depend on all the circumstances, including, but not limited to, nature of substance, level of concentration, employee's explanation, record, and willingness to enter a rehabilitation program if treatment is appropriate.
3. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to discharge.

D. Appeal

The employee will have the opportunity to discuss the positive test results with the Township and may, at the employee's own expense, have another test run on the split sample in accordance with 49 CFR Part 40.

Any employee may appeal action taken by the Township under this policy through the Grievance Procedure.

E. Random Testing

If there are two (2) for-cause testings which produce a positive result during the life of this Agreement, then the Township may institute a random testing program. The specifics of said program will be negotiated between the Township and the Union.

**LETTER OF AGREEMENT**

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

The parties hereby agree that all Bargaining Unit employees shall receive a lump-sum longevity payment of \$300 in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5 years	\$300.00
10 years	\$300.00
15 years	\$300.00
20 years	\$300.00
25 years	\$300.00
30 years	\$300.00

The longevity payment will be paid by separate check to employees during the first pay period following their anniversary date on each of the years set forth above.

For Springfield Township:

For IAFF Local 3544:

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

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

## EXHIBIT C

### TOWNSHIP TRANSITIONAL WORK POLICY

#### ADDENDUM TO EMPLOYEE HANDBOOK

Policy Number 2004-05 Revision Date: Effective: October 4, 2004

Page(s): 1

Attachment(s): 10

#### **I. SCOPE**

This policy applies to any injured Township employee whether that injury occurred on or off of the job.

#### **II. PURPOSE**

This policy defines the Township's Transitional Work Policy (TWP) for injured employees.

#### **III. POLICY**

The eight (8) page SPRINGFIELD TOWNSHIP Transitional Work Policy (TWP) adopted by the Springfield Township Board of Trustees on October 4, 2004, by Resolution number 04-053 is attached hereto and incorporated herein. A copy of said adopting Resolution 04-053 is also attached.

#### **IV. PROCEDURE**

Township Department Heads and Supervisors are responsible for advising employees of the existence of this Transitional Work Policy (TWP).

Adopted by Resolution 04-053  
Springfield Township Board of Trustees  
October 04, 2004

**SPRINGFIELD TOWNSHIP**  
**Transitional Work Policy (TWP)**

**A. PURPOSE**

This policy defines the Company's Transitional Work Program (TWP) for employees who are injured on the job.

**B. POLICY/MISSION STATEMENT**

It is the policy of Springfield Township to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.

The aim of this program is to provide employment after the onset of a work related injury, accident, or illness; allowing for reasonable accommodations and/or alternative positions within the company based upon any restrictions established by the treating physician. Transitional work is a temporary accommodation.

Our goal is to return all employees if possible to their original employment positions within the timeframe of the program. If the injured worker is not able to return to his/her original position, an alternative assignment may be pursued.

**C. ELIGIBILITY and ENTRY GUIDELINES**

The TWP is available to any employee who sustains a non-work related or work-related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured worker must return to his/her regular full duty assignment, his/her original job with permanent modifications or another targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. Employees must also meet all of the following criteria:

1. The employee must have had an injury, accident, illness or a reoccurrence/exacerbation of a pre-existing condition;
2. Has been released by the physician of record to participate in a TWP; and,
3. Has the potential of returning to his/her original job, original job with permanent modifications, or another targeted job that may be identified and performing the essential job functions after recovery.

**D. DEFINITIONS**

1. Transitional Work Program (TWP): Temporary work assignment within the injured employee's current restrictions per the treating physician's instructions with the goal of returning the employee to full time employment.
2. Temporary Period of Work Restriction: A work restriction that is anticipated to last no longer than 90 calendar days.
3. Physician of Record (POR): The physician who is treating the injured employee.
4. Managed Care Organization (MCO): CareWorks is the Company's MCO that is responsible for the medical management of a workers' compensation claim. As part of this medical management process, CareWorks is responsible for securing return to work restrictions, full duty release to return to work, and ensuring that the injured employee is not having trouble with his/her return to work. Additionally, CareWorks is responsible for the authorization of any medical treatment and payment of the subsequent bills, in workers' compensation claims.
5. Initial Treating Provider (FTP): The Company's designated medical provider who initially treats the injured employee.
6. Transitional Work Committee (TWC): Monitors the transitional work participants to identify modified duty work tasks, to ensure that the policy is adjusted as the Company's needs change, to provide dispute resolution, assist with program evaluation, and to educate the Company about the program. The TWC will meet annually to review the TWP. The members of the Committee are identified in Attachment A.
7. Transitional Work Team (TWT): Monitors the progress of the injured employee who participates in the program with the goal of decreasing the restrictions and increasing work tasks to full duty. The TWT is made up of the following individuals:

- Injured employee
- Return to Work (RTW) Coordinator
- Immediate Supervisor
- Physician of Record (POR)
- Managed Care Organization (MCO) or Insurance Company
- Held Case Manager (when applicable)
- On-Site Therapist (when applicable)
- Third Party Administrator (TPA) (when applicable)
- Bureau of Workers' Compensation

8. Third Party Administrator (TPA): Employer representative that ensures the best interests of the employer are met. This may include representation at workers' compensation hearings, advice on cost savings, and rate verification.
9. Bureau of Worker's Compensation BWO: Administers Ohio's insurance system for employees who are injured on the job or who contract a disease through their occupation.

**E. RESPONSIBILITIES**

The Transitional Work Team is key to ensuring that the injured employee returns to full duty by monitoring and progressing each employee that participates. Communication will be done on an as needed basis.

1. **Injured Employee**: Responsible for maintaining regular, consistent attendance during the program. The employee must perform only those work tasks identified by the supervisor and/or therapist or the POR as part of the TWP, while observing safe work practices. The employee must provide the immediate supervisor and/or RTW coordinator with the First Report of Injury (FROI), MEDCO 14 form (Attachment B) to participate in the TWP, and any restrictions the same day or one day after seeing an initial treating provider (ITP). The employee will complete all TWP agreement forms that will be provided by the RTW coordinator. The forms include the following.
  - Transitional Work Program (TWP) Participation Agreement (Attachment C)
  - TWP Employee's Rights and Responsibilities (Attachment D)
  - Modified Work Tasks (Attachment E)
2. **Return to Work Coordinator**: Facilitates all case management activity. He will be responsible for providing the injured employee with an injury packet and Job Analysis/Description (if applicable) to be taken to the physician and returned. He is responsible for reviewing all forms to ensure that they are fully and accurately completed by the appropriate individual(s). He will forward the First Report of Injury (FROI) to the managed care organization (MCO) within 24 hours of the injury. He will follow up with the ITP one day after injury if the necessary paperwork has not been returned. He will inform the MCO of lost time injuries to facilitate a speedy return to work. He will inform the MCO and on-site therapist (if applicable) when a physician is not complying with the request for return to work. He will be responsible for issuing the Offer of Transitional Work Letter (Attachment G) to the injured worker (by regular and certified mail when necessary) and contacting the third party administrator (TPA) to initiate filing the appropriate form when non-compliance is an issue. He will orient all new hires to the program. He will make the necessary referral to the MCO for on-site therapist when an injured employee has returned to work with restrictions or orders for therapy. He will also inform the employee involved of the benefit options and procedure. He will initiate and maintain contact with the injured employee, third party administrator, BWC, MCO

and any medical personnel involved. He will be the main employer contact for the rehabilitation professional. He will be responsible for maintaining a thorough knowledge of worker's compensation reporting procedures.

3. **Immediate supervisor:** Facilitates immediate medical treatment when necessary. The supervisor will report the incident, investigate the cause and initiate corrective workplace measures. He/she will validate the job analysis and assist the RTW Coordinator with placement of the injured employee and establish modified work tasks with the RTW coordinator and on-site therapist (if applicable). He/she will be responsible for reinforcing that the employee is utilizing safe work practices and is performing only those tasks allowed in the TWP. If the employee is off of work for a period of time, the immediate supervisor will provide the employee support and encouragement. He/she will monitor the employee's progress and coordinate the return to work date with the RTW coordinator.
4. **Physician of Record (POR) & Initial Treating Provider (ITP):** Responsible for providing restrictions for work and indicating whether the employee will be able to return to full duty within the policy's limit. The medical provider will provide work restrictions to the employer no later than 24 hours after the initial visit.
5. **Managed Care Organization (MCO) (CareWorks):** Responsible for the medical management of workers' compensation claims. Will assist in obtaining the restrictions and prescriptions as needed. CareWorks will monitor the claims to ensure that the injured worker is receiving appropriate medical care. CareWorks may provide assistance and strategies for handling difficult claims. They will assist in providing history of past claims and accidents to spot trends. The CareWorks representative may recommend physicians, rehabilitation consultants, and other outside support.
6. **Field Case Management Services (VocWorks):** Assist with case management services for Remain At Work G'medical *only* claims who are having difficulties remaining at work) or employees in need of a Transitional Work Plan. The case manager may, if requested by the employer, receive approval and restrictions from the FOR and write a return to work program which incorporates all of the elements necessary to implement and insure success of the TWP. If a field case manager is requested, he/she will also coordinate the communication between parties involved in the TWP.
7. **The On-Site Therapist (VocWorks):** The on-site therapist will perform any therapeutic exercises and/or modalities, progress work tasks as appropriate, in addition to education in job modification, body mechanics, and pacing techniques. Functional capacity evaluation and job analyses will be performed as needed. The on-site therapist will provide written communication on a weekly basis with all parties involved in the TWP and verbally with the employer on each visit.

8. **Third Party Administrator (TPA):** Ensures that the employer is taking appropriate measures to protect themselves from future workers' compensation liability. The TPA will advise the employer of the financial risk should the injured worker not return to work. Recommendations may be made by the TPA to assist the employer in reducing the risk of workers' compensation reserves that can be set on lost time claims. The TPA will make sure that the employer has all necessary paperwork completed and available to the TPA in the event that a hearing is scheduled.
9. **Bureau of Workers' Compensation:** Responsible for making the initial determinations on the compensability of claims, to process claims, and to refer claims to the Industrial Commission for hearing. BWC recommends premium rates, collects and invests premiums, disperses money to pay compensation, medical and other benefits to the injured workers, maintains accounts, and conducts audits. BWC oversees the Division of Safety and Hygiene, whose primary duty is to educate employers in creating a safe work environment.

## F. PROCEDURES

1. The injured employee will be advised that Springfield Township has established a transitional work program. The POR, if not aware, should be provided with the job analysis and the Transitional Work Policy. The employee will be made aware that the work assignments are made with feedback from his/her physician (i.e. worker restrictions). The employee will complete the Participation Agreement (Attachment C) that identifies the restrictions and the transitional work duties as well as the employee's rights and responsibilities form. This agreement is signed by the employee, supervisor, the RTW Coordinator, and support services (if applicable). The supervisor and RTW Coordinator will maintain contact with the injured employee, co-workers, and support services (if applicable) to ensure good communication and positive reinforcement. An emphasis should be made of the temporary aspect as well as the dynamic nature of the position and review the employee's progress at regular intervals.
2. The immediate supervisor, working with the employee, the RTW Coordinator, and on-site therapist (if applicable) will identify assignments that may be accomplished while the injured employee has restrictions. In constructing a TW assignment, the following will be considered:
  - a. The focus is on the employee's current skills rather than the task he/she cannot perform.
  - b. The value of the alternative work to the total work unit and to other employees will be considered, providing transitional work will be a meaningful assignment.

- c. Task selection should include tasks not being done by others at the present time, jobs that are only done occasionally, tasks not being performed that, if assigned to someone on transitional work duty, would allow co-workers time to accomplish additional work assignments.
  - d. Whenever possible, the injured employee should perform components of the original job or some other targeted job within his/her current physical abilities and restrictions as listed by the physician of record.
3. All injured employees in the TWP will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury reporting policies and procedures.
4. Procedures to follow when returning an injured employee back to work through the TWP.
- a. If the injured employee, POR and/or FTP do not return the MEDC014 (Attachment B), or Prescription for TWP (Attachment I), the RTW coordinator contacts the POR. If the POR does not respond, the RTW coordinator contacts CareWorks for assistance.
  - b. If the injured employee has been given restrictions, the immediate supervisor, RTW coordinator and/or on-site therapist identify work accommodations and initiate the TWP. The modified work tasks form (Attachment E) may be utilized to identify accommodations. Once the POR has released the employee to full duty, the RTW coordinator completes the Transitional Work Completion/Closure form (Attachment FI).
  - c. If the injured employee has been given a prescription for physical/occupational therapy, the RTW coordinator contacts CareWorks for a VocWorks on-site therapy referral.
  - d. If the employee loses more than seven (7) consecutive workdays, CareWorks will continue case management services to assist in the return to work. The case manager will contact the medical provider again and request the appropriate return to work documents. Once the documents are received, the employer will send the employee a certified letter advising him/her of the return to work date with a copy of the restrictions enclosed and the TWP will begin.

If the physician does not feel that the employee is able to return to full duty work within the time frame established (per CareWorks' DOOM guidelines, if applicable) for the particular injury, CareWorks will refer the injured worker to vocational services, if the case qualifies according to BWC standards.

- e. If the employee misses seven (7) or fewer days of work and the claim is considered a medical only by the BWC, the claim can be considered for a Remain at Work (RAW) referral. A RAW referral may be made by CareWorks or the FOR and must meet the criteria established by the BWC. A VocWorks case manager will be assigned to the claim and they will assist the employee in maintaining a working status.
5. The employee will be paid at his/her normal rate of pay for the hours worked while participating in the TWP. The employee will be considered in an active pay status for the purpose of contractual pay increases. The employer may be eligible for an incentive program (compensating an employer for a loss in productivity and hours worked) through the BWC.
6. If an employee refuses to participate in the TWP, the RTW Coordinator and/or TW Committee will follow up with the employee to determine his/her reasons for not participating. After determining the reasons, the employee is given the option of going through the dispute resolution process. Depending upon the outcome of the dispute resolution process, the BWC Claim Service Specialist and/or TPA may be notified of the employee's refusal to participate.
7. At the completion of the TWP, the employee will be given a copy of the TWP Completion/Closure (Attachment Ft) and the Interview Form (Attachment F2) to complete. The supervisor will be given a copy of the Interview Form (Attachment F2) to complete.
8. If ADA Compliance has become an issue, the Company will contact their TPA and/or legal counsel.

## **G. LIMITATIONS**

1. The duration of each TWP assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their case reviewed by the Transitional Work Team/Committee on an as needed basis. If an on-site physical/occupational therapist is involved, the case will be reviewed weekly.
2. All TWP assignments will have a maximum duration of ninety (90) days. The program period will begin with the date of release to limited or restricted work established by the (POR) and will end upon the removal of the restrictions or at the end of the ninety (90) day period, whichever occurs first.
3. Exit Closure Criteria: The TWP may be closed if the employee no longer meets the necessary requirements (medical instability, lack of progress, etc). The TWP may also be closed if employer is no longer able meet accommodations. The

TW assignment may be extended beyond ninety (90) days depending upon the circumstances of individual cases as determined by the TW Team/Committee.

4. Extensions beyond the ninety (90) day timeframe will be handled on an individual basis. Timeframe is dependent upon medical necessity and progress. Decisions regarding extension timeframes will be determined by the RTW Coordinator.

## H. CONFIDENTIALITY

All information discussed by the TW Committee/Team regarding the specific injured worker will be held confidential and not disclosed to anyone other than those with a legitimate need to know.

## I. ADMINISTRATION

1. Misuse: An employee who misuses this benefit by not following specified procedures, falsifying records, or the like, is subject to discipline, up to and including discharge.
2. Disagreements: Disagreements arising out of this policy are to be discussed by the employee and the supervisor. If not resolved, the employee and the supervisor will discuss the matter with the TW Committee who will make the final decision.
3. Program Evaluation: The Company will use a spreadsheet to track claim costs, cost savings, and the number of transitional work days. The Company will also have each TW participant and supervisor complete the program evaluation (attachment F2 and F3 respectively) at the completion of his/her program. The RTW coordinator will be responsible for maintaining the spreadsheet and having each participant complete the form. The TW Committee will review the program annually and will consult with the TW developer as needed. Program improvement and modifications to the TWP, if applicable, will be made as necessary. This information will be shared with management, supervisors and employees annually.
4. Education/Training: The RTW coordinator will be responsible for education to all new employees at orientation with regards to the TWP. Annual review will also be provided to all employees by the RTW coordinator. The TW developer and/or CareWorks Account Executive will provide management, supervisors, and employees with the initial training.

Approved/Date: \_\_\_\_\_

## **LIST OF ATTACHMENTS**

1. Attachment A
2. Attachments
3. Attachment C
4. Attachment D
5. Attachment E
6. Attachment FI
7. Attachment F2
8. Attachment FS
- 9 Attachment G
10. Attachment H
11. Attachment I

Transitional Work Committee Medco 14

TWP — Participation Agreement Employee's Rights and Responsibilities, Modified Work Tasks, TWP Completion/Closure, Employee Interview Form, Management/Supervisor Interview Form, Offer of Transitional Work Letter, Letter to Physician Regarding TWP, Prescription for TWP

## **TRANSITIONAL WORK COMMITTEE**

1. RTW Coordinator
2. Supervisors
3. Labor Representation
4. Susan Shamhart, M.A.; Transitional Work Developer (on an as needed basis)
5. Derek Stern; CareWorks representative (on an as needed basis)
6. OCC; Initial Treating Provider (on an as needed basis)
7. Frank Gates; Third Party Administrator (on an as needed basis)

Additional members to be announced.

**Transitional Work Program Participation Agreement  
SPRINGFIELD TOWNSHIP**

The Transitional Work Program (TWP) at Springfield Township is designed to provide you with temporary work assignments within your current restrictions per your physician. All parties agree that during your participation in the TWP, you will not be required to perform any tasks or duties that are not compatible with the temporary restrictions your doctor has provided.

Your physician provided the following restrictions:

1. \_\_\_\_\_

2. \_\_\_\_\_

Date beginning \_\_\_\_\_ until \_\_\_\_\_.

This program will continue as long as there is a documented medical need up to a maximum of 90 days. Your program may be closed due to lack of medical necessity, lack of progress, or other changes in your medical condition.

You will be paid your regular rate of pay for the hours worked while participating in the program. You will be expected to follow all established personnel policies and procedures. Any physical therapy, doctors appointments, etc. related to your injury or illness are to be scheduled during non-working hours. If you are unable to schedule an appointment during non-working hours they must be scheduled for the first two or last two hours of your assigned shift. You may receive physical/occupational therapy services at the job site.

Your signature on this form indicates that you understand the requirements for participation in the Transitional Work Program and that you will abide by the medical restrictions placed upon you by your doctor. Your signature on this form also indicates that you have received the employee's rights and responsibilities information sheet.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

RTW Coordinator \_\_\_\_\_ Date \_\_\_\_\_

cc: Employee  
Supervisor  
RTW Coordinator  
Worker's Compensation file  
CareWorks

## **Attachment C**

### **Employee's Rights and Responsibilities**

You have the right to be treated fairly as the program is designed to provide you with work within your restrictions and return you safely to the work environment.

You have the right to be a productive employee honoring your work restrictions and maintaining your employment and benefits while in the Transitional Work Program.

Take an injury packet to the medical provider on the first visit following the injury.

Communicate with your medical provider that your employer has a transitional work program and can accommodate most restrictions.

Obtain your medical work restrictions from the medical provider.

Upon returning to work, contact your immediate supervisor or Return To Work (RTW) Coordinator and provide them with your restrictions.

Working with your immediate supervisor and the RTW Coordinator, establish work duties that are within your restrictions.

Communicate with your immediate supervisor any problems that occur during your transitional work assignment

Meet with your immediate supervisor and the RTW Coordinator at least monthly to review your progress and if possible, increase your work duties.

Meet with your medical provider monthly to review your current restrictions and if possible increase what you are able to do.

Attend all off-site therapy sessions or physician appointments within the first two (2) hours or last two (2) hours of your shift.

Provide your supervisor with documentation of attendance of all off-site therapy and physician visits that take place during your work hours.

Fill out appropriate paperwork for time off work.

Have your medical restrictions and information handled in the most confidential manner by all parties involved in your Transitional Work Program (TWP).

You are responsible to work within your restrictions and communicate to the RTW Coordinator when job duties fall outside of those restrictions or cause you discomfort.

You have the right to discuss your case with the RTW Coordinator and provide your employer with any medical information, as it becomes available.

## **Attachment D**

### **Modified Work Tasks**

As a function of the transitional work policy, Springfield Township may utilize the following duties to accommodate injuries during the transition of the injured employee. These duties may be expanded upon as new restricted duty tasks are identified; however, the on-site therapist should ensure that the new duties meet the injured worker's restrictions. The on-site therapist (if applicable), RTW coordinator and/or immediate supervisor in collaboration with the physician of record will be responsible for progressing the injured employee toward higher functions as appropriate in each case. All transitional work duties will consider the operational needs of the facility at the time of the program and prioritize accordingly. Staff will be utilized in their primary work area as necessary and available. Crossover to other departments/areas is acceptable should there be a lack of restricted duty tasks available within the injured employee's department. In all assignments, the injured employee should remain in a function as close to their regular assignment as the restrictions permit.

This original list should be continually updated as new restricted duty tasks are identified.

Work tasks are classified according to the material handling required. Care must be taken to ensure that work tasks are assigned based upon each individual restriction, ability, and diagnosis.

#### **Sedentary Duties (10 pounds and less)**

#### **Light Duties (20 pounds and less!)**

**Attachment E**

**Transitional Work Program Completion/Closure  
SPRINGFIELD TOWNSHIP**

To:

Department:

Date:

Your participation in the Transitional Work Program has ended due to the following reason(s):

- \_\_\_\_\_ You have been released to return to full duty on \_\_\_\_\_.
- \_\_\_\_\_ You have not complied with the Physician's restrictions .
- \_\_\_\_\_ Your medical conditions have become unstable.
- \_\_\_\_\_ Your physician has found you to be temporarily disabled from work.

Your transitional work assignment closure is effective as of \_\_\_\_\_. You may qualify for additional benefits related to your injury. Please contact the Return to Work Coordinator for additional information.

\_\_\_\_\_  
RTW Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

cc: Employee Supervisor  
RTW Coordinator  
Worker's Compensation file  
CareWorks



**Attachment:F2**

**Management/Supervisor Interview Form  
SPRINGFIELD TOWNSHIP**

1. Do you feel that the injured worker benefited from the Transitional Work Program? Why or why not?
  
2. Do you feel that having a therapist work with the employee at the job site was beneficial? Why or why not?
  
3. Did the therapist effectively communicate and include you in the process of establishing work tasks?
  
4. What aspects of the program were most beneficial?
  
5. What aspects of the program were least beneficial?
  
6. How would you improve the process/program?
  
7. Are you favorable to working with another worker who may need to participate in the program? Why or why not?

**Attachment F3**

(Employee)  
(Address)

**Regarding:** (claim number)

Dear

Your physician believes that you can build the strength and stamina to return to your regular job within 90 days.

Please see the attached physical restrictions received from your physician. We have matched these restrictions with tasks within your classification, which will allow you to work without breaking your limitations.

You will begin work on\_\_\_\_\_. Please indicate your intent to report within 24 hours of receiving this letter. You will work within your limitations and will make gradual increases toward your full return to work under the guidance of your physician.

You will be paid your full salary for the hours that you work during this program regardless of the modified duty tasks you will be performing. The tasks involved in this program are only **temporary in nature** and are **not a permanent re-assignment**. The program is intended to assist you in building your physical capacities to return in full.

All Springfield Township's policies, including attendance, tardiness and calling off work will apply to you during this program. We hope that you attempt to utilize this opportunity to its fullest extent by being present each day of the program. We are impressed with your work ethic in returning to work although you have suffered an injury. Your commitment to the Transitional Work Program, your job, and co-workers is very much appreciated. If you have any questions regarding this program, please call me at (419) 865-0230.

Sincerely,

RTW Coordinator

cc: Worker's Compensation file  
CareWorks  
Managed Care Organization  
Frank Gates, Third Party Administrator

**Attachment G**

(Date)

(Physician of Record)  
(Address)

**Regarding** (injured employee's name)  
**Claim** (number)

Dr.

Springfield Township is offering a new program to its employees who have sustained a work-related injury or illness. It is the Transitional Work Program.

The purpose of the program is to offer temporary work assignments at full pay until your patient is able to return to his/her regular job duties. It is being offered to protect the employability of your patient. Your assistance is essential.

Attached please find:

1. A MEDCO 14 for your completion and signature. The physical restrictions you recommend may be used by a licensed therapist to develop temporary modified job duties, which your patient can do within his/her work classification and without breaking the recommended restrictions. These duties will assist your patient in building strength and endurance to return to his/her job duties. We are happy to send you the list of temporary transitional duties after we have received direction from you. There may also be a therapist on site for a portion of your patients work week to intervene with appropriate therapeutic modalities.
2. A standard prescription form for transitional work in order to allow the therapist to progress your patient as appropriate.
3. If you have any questions, please call me at (419) 865-0230, fax (419) 868-1413 or Michelle Purdy at CareWorks (614) 789-5975, fax (614) 789-6007.

Sincerely

RTW Coordinator

**Attachment H**

Physician of Record)  
(Address)

**Regarding** (injured employee's name)  
**Claim** (number)

Dr.

Springfield Township has established a Transitional Work Program, which may include on-site physical/occupational therapy. The following is a standard prescription for this program. This prescription authorizes the injured worker to return to work with a position, utilizing Job Analyses and Modified Work Tasks completed by a therapist, which fits the restrictions given by you, the physician. The injured worker may receive therapy, at the work site, to re-mediate the injury and facilitate work task progressions. Progressions refer to advancing the injured worker **towards regular duty within the 90 day time frame** for this program. Please check the appropriate box, sign and return.

\_\_\_\_\_ Return to **restricted** duty and begin progressions toward full duty only after consulting with the physician.

\_\_\_\_\_ Return to **restricted** duty and begin progressions towards full duty per the therapist on-site.

\_\_\_\_\_ Return to **restricted** duty, but do delay work progressions at this time and consult the physician. The injured worker should be able to return to full duty within 90 days, but must be closely monitored by the physician.

\_\_\_\_\_ Injured worker may return to restricted duty, but will **definitely not be able to return to full duty within 90 days**. I estimate \_\_\_\_\_ days for full recovery.

\_\_\_\_\_ No return to **restricted** duty work due to the following factors: .

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Injured worker may be able to return to **restricted** duty on \_\_\_\_\_. Contact me just prior to this date.

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

**Attachment I**