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AGREEMENT

Between

RAVENNA TOWNSHIP BOARD OF TRUSTEES

And

RAVENNA TOWNSHIP FIRE FIGHTERS ASSOCIATION

Effective

November 21, 2013 through November 20, 2016

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To be established upon agreement to all article contained herein

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Article 1
Purpose

Section 1. This Agreement, entered into by the Ravenna Township Board of Trustees, Hereinafter referred to as the "TOWNSHIP" or "employer," and the Ravenna Township Fire Fighters Association, hereinafter referred to as the "RTFFA", has as its purpose the following:

- a. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and
- b. To set forth the full and complete understandings and agreements between the parties governing:
 1. Wages
 2. Hours
 3. Terms and other conditions of employment

Section 2. Those employees affected by these provisions are those part-time employees included in the bargaining unit as defined within this agreement, referred to as "bargaining unit employees."

Article 2
Preamble

Section 1. It is recognized that the Township is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient Township operations and harmonious relations.

Section 2. The parties agree to abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any bargaining unit employee on account of race, color, creed, age sex, disability, national origin, Association membership or political affiliation.

Section 3. It is understood that all gender-based references to bargaining unit employees in this Agreement refer to both sexes.

Article 3
Recognition

Section 1. The Township recognizes RTFFA as the sole and exclusive representative for those employees of the Township in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those part-time employees employed in the following positions:

- A. Captain
- B. Lieutenant
- C. Fire Fighter/EMT-P
- D. Fire Fighter/EMT-I
- E. Fire fighter/EMT-B

Section 2. All positions and classifications not specifically established herein as being included in the aforementioned bargaining unit shall be excluded from said bargaining unit, including the position of Fire Chief; Assistant Fire Chief; and all other employees within the Ravenna Township Fire Department.

Section 3. If a new position is created within the department, the Township shall determine whether the new position shall be included, or excluded from the bargaining unit. If RTFFA disputes the Township's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, the position(s) shall be implemented as agreed by the Township and RTFFA. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

Article 4 Non-Discrimination

Section 1. The Township agrees that it will not engage in discriminatory practices towards any bargaining unit employee for his legal activities on behalf of, or membership in the RTFFA.

Section 2. The Township and the RTFFA agree not to engage in discriminatory practices against any person because of race, color, creed, age, religion, sex, national origin, or handicapped status.

Section 3. It is understood that all gender-based references to bargaining unit employees in this Agreement refer to both sexes.

Section 4. The part-time regular firefighter employees of the Fire Department shall have the right to become or refuse to become members of the RTFFA and to participate in its activities upon completion of their probationary period.

Article 5 Dues Deduction

Section 1. All members of the bargaining unit, after (1) year from date of hire, shall become members of the Association or pay a fair share fee to the RTFFA.

Section 2.

- A. The Township agrees that members of RTFFA may conduct meetings at the Fire Station as long as they do not interfere with work shifts or other scheduled functions. Such meetings shall be normally held no more than once per month to commence after 1600 hours. Additional meetings must be approved by the fire chief.
- B. All on or off duty Association members shall be afforded the opportunity to attend said meetings, with on-duty members suffering no loss of pay for attendance at said meetings.

- C. It is expressly understood by the Association that those employees on duty and at attendance at an Association meeting shall be subject to work assignments by the Chief or his designee, during the period of the meeting, if necessary, in order to maintain Township operations.
- D. There shall be no discrimination, interference, restraint or coercion by the Township against any employee for his activity on behalf of or membership in the Association.

Section 3.

- A. The Township will deduct regular monthly dues in the amount certified in writing to the Township Clerk by the secretary of the RTFFA, from the pay of any member who timely executes the Association's authorization form. No other authorization form will be recognized.
- B. Payroll deductions shall be made for each pay period during which a bargaining unit employee is in active pay status. In order to commence check off, the authorization card must be submitted to the Township Clerk by the Tenth (10th) workday prior to payday.
- C. Members who complete dues deductions authorization forms will have their dues deductions continued for the duration of this agreement, subject their right to request cancellation of dues deduction during the twenty-one (21) workday period immediately preceding any anniversary date of this agreement. In order to exercise this check off cancellation right, a member must notify the Township and the Association by certified mail during the twenty-one (21) day period.
- D. The Association shall indemnify the Township against any and all claims, demands, suits, or other forms of liability or cost that shall-arise out of, or relate to, any action taken or not taken by the Township for the purpose of complying with the provisions of this article.
- E. Within sixty (60) days following the execution date of this agreement, the Township will furnish to the Association a list showing the number of employees in each classification in the bargaining unit. The list shall be updated quarterly upon request from the Association.
- F. Any member of the bargaining unit who has elected to become a member of the Association as of the effective day of this agreement, or who elects to become a member during the term of this agreement, shall remain in good standing, subject to the right of each member to revoke his membership at the same time as specified in section 3 C, for revocation of dues check off.

Section 4. A check in the amount of the total dues withheld from bargaining unit employees authorizing a dues deduction shall be tendered to the treasurer of the Association within seven (7) days from the date of making said deductions, barring unusual circumstances.

Article 6
Labor/Management Committee

Section 1. It is hereby agreed that in the interest of sound departmental relations, the Fire Chief or his designee, will meet with representatives of the RTFFA, to discuss items of concern hereafter stated. Two (2) designated members of the RTFFA shall constitute the labor members of the Labor/Management Committee. The Township committee will consist of two (2) people. The Committee will include the Township Fire Chief and any other person as the Fire Chief deems necessary. The areas of discussion shall be limited to departmental safety and departmental rules and regulations.

Section 2. The Parties shall meet quarterly at mutually scheduled times and any other mutually selected times.

Section 3. Representatives of the RTFFA on the Committee, who are bargaining unit employees, shall not lose pay or benefits for attending ant meetings mutually scheduled during an employee's tour of duty

Section 4. The Committee may suggest recommendations to the Fire Chief for his consideration and determination.

Section 5. Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

Section 6. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count time worked any hours or fractions of hours spent outside the bargaining unit employee's work shift in pursuit of benefits provided by this Article. The Employer shall count as paid leave hours or fractions of hours spend within such employee's regular work shift in pursuit of benefits provided in this Article.

Article 7
Rules & Regulations and Policy & procedures

Section 1. It is understood and agreed that the Township has the authority to promulgate reasonable work rules, regulations, policies, procedures, and directives to regulate the conduct of the bargaining unit employees whenever possible. The RTFFA agrees that its members shall comply with all Fire Department rules, regulations, policies, procedures, and directives promulgated by the Township, including those relating to conduct and work performance.

Section 2. All matters mentioned in section 1 above, will be reduced in writing and made available to all bargaining unit employees. One (1) copy of said rules regulations, and policy and procedures, shall be furnished to RTFFA.

Section 3. Any additions, deletions, or amendments to said rules and regulations or policy and procedures, which have been previously provided, shall be reduced to writing and submitted to

the RTFFA at least seven (7) days prior to implementation, and posted on the departmental bulletin board prior to the effective date.

Section 4. In the event it is necessary for the Township to implement a new or amended work rule, policy or procedure on an emergency basis, this shall be implemented without benefit of advance notice to the RTFFA at least seven (7) days prior to implementation, and posted on the departmental bulletin board prior to the effective date.

Section 5. Such rules, regulations, policies, procedures, and directives shall not be inconsistent with this agreement. Changes to the department rules and regulations, and policies and procedures that effect the terms and conditions of this agreement shall be subject to the grievance procedures.

Article 8 Management Rights

Section 1. The Association and all bargaining unit employees recognizes that except as otherwise expressly limited in this Agreement, the employer has the sole and exclusive right to manage its Fire Department and facilities and to direct the work force. The right to manage includes, but not limited to, the authority of the employer, and of its sole and exclusive discretion and judgment, to:

- a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the employer as a governmental unit.

Section 2. The employer is not required to bargain on subjects reserved to the managements and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Article 9
Grievance Procedure

Section 1. Every bargaining unit employee, through the RTFFA, shall have the right to present his grievance in accordance with the procedure provided herein, it is the intent and the purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of these procedures, the below listed terms are defined as follows:

- a. GRIEVANCE: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this agreement.
- b. GRIEVANT: The "grievant" shall be defined as any bargaining unit employee, or group of employees within the bargaining unit.
- c. DAYS: A "day" as used in this procedure shall mean calendar days, excluding, Saturdays, Sundays, scheduled vacations, or holidays as provided for in this Agreement.

Section 3. The procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at step 1, all grievances must contain the following:
 - 1. Aggrieved employee's name and signature
 - 2. Aggrieved employee's classification
 - 3. Date grievance was first discussed
 - 4. Date grievance is being filed in writing
 - 5. Name of supervisor with whom grievance was discussed
 - 6. Where grievance occurred
 - 7. Description of incident giving rise to the grievance
 - 8. Articles and sections of the Agreement violated
 - 9. Resolution requested
- b. Except at step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and RTFFA representative.
- c. If a grievance affects a group of employees working in different locations, with different principles, or association with employee-wide controversy, the grievance may initiated at step 3.
- d. Nothing contained herein shall be construed as limiting right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the RTFFA, provided that adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding

- upon a grievant and shall, in all respects, to be final, said adjustment shall not create a precedent or ruling binding upon the Township in future proceedings.
- e. The time limits provided herein will be strictly adhered to and any grievance not timely filed initially or appealed within the specific time limits agreed to by the parties in this procedure, shall be deemed waived and avoid. The limits specified for either party may be extended only by written mutual agreement. Failure at any step of this procedure to communicate the decision on a grievance by the Township within the specified time limits shall permit the association to lodge an appeal to the next step on the procedure.
 - f. The procedure shall not be used for the purpose of adding to, subtracting from, or altering in anyway, ant of the provisions of the Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1. A bargaining unit employee who believes he may have a grievance shall notify the shift Supervisor of the possible grievance. Within five (5) days of the occurrence of the facts giving rise to the possible grievance, or within five (5) days of the employee's first knowledge of the action or occurrence. The Shift Supervisor will schedule an informal meeting with the employee and an RTFFA representative within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2. SHIFT SUPERVISOR: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and/or the Association, and presented as a grievance to the Shift Supervisor within five (5) days of the informal meeting, or notification of the decision at step 1, whichever is later, but not later than (7) days from that date of the informal meeting. The Shift Supervisor shall give his answer within five (5) days of the step 2 meeting.

Step 3. ASSISTANT CHIEF: If the dispute is not resolved informally at Step 1, it shall be reduced to writing and presented to the Assistant Chief within five (5) days of the meeting at step 2, or notification of the decision at step 2, whichever is later, but not later than (7) days from that date of the meeting. The Assistant Chief shall give his answer within five (5) days of the step 3 meeting.

Step 4. If the grievance is not resolved with the written decision at the conclusion of step 3, a written appeal of the decision may be filed with the chief within five (5) days from the date of the rendering of the step 3 decision. Copies of the written decision shall be submitted with the appeal. The chief shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing shall be held with the grievant, an RTFFA representative and any other party necessary to provide the required information for the rendering of a proper decision. The chief shall issue a written decision to the grievant and the RTFFA representative within fifteen (15) days from the date of the hearing. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Arbitration, pursuant to the Arbitration Procedure herein contained.

Article 10
Arbitration Procedure

Section 1. In the event a grievance is unresolved after being processed through all the steps in the Grievance Procedure, unless mutually waived, then ten (10) days after the date of the rendering of the decision at step 4, the RTFFA may decide to submit the grievance to arbitration. Within ten (10) day period, the parties (a representative of the Township and a representative of the RTFFA) will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request from the Federal Mediation and Conciliation Service, a list of seven (7) arbitrators, and the parties will choose one by the alternate strike method. The party moving will strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall not have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

Section 3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitrable before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitrable, the grievance shall be heard on its merits by the same arbitrator.

Section 4. The hearing or hearings shall be conducted pursuant to the rules and regulations set forth by the Federal Mediation and Conciliation Service.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular rate of pay for all hours during which his attendance is required by the Township. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees at one time.

Section 7. The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date record is closed. The decision of the arbitrator shall be final and binding on the parties.

**Article 11
No Strike/No Lockout**

Section 1. It is expressly recognized by the RTFFA that any members of the bargaining unit are in violation of Section 4117 of the Ohio Revised Code if a strike or any other interruption of work were engaged in by members of the bargaining unit; said bargaining unit employee is subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether the member engaged in conduct in violation of this article. If it is determined that the conduct occurred, the discipline imposed by the Township will not be altered.

Section 2. In the event that any strike or work stoppage activity occurs pursuant to this Article, the Association will promptly instruct all bargaining unit employees to immediately cease and desist any activities and take appropriate actions against anyone who continues to engage in a violation. If the Association discharges its obligations, it shall not be liable for the unauthorized and condoned acts of individual unit members.

Section 3. The Township will not lock out any member during the periods the Agreement remains in effect, as a result of any disagreement with the RTFFA or its members. Nothing herein is intended to limit the Township's right to take necessary steps during the course of this Agreement to prevent a clear and present danger to the public health or safety from arising or continuing.

**Article 12
Staffing**

Section 1. Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient personnel shall be available to provide a minimum of two (2) firefighter/EMT bargaining unit employees during the 0700-1900 daytime shifts and a minimum of two (2) firefighter/EMT bargaining unit employees during the 1900-0700 evening shift. Said staffing minimums shall only take effect in the event of the hiring of full-time staff to create a daytime staffing of two (2) full-time fire personnel and two (2) firefighter/EMT bargaining unit employees; and an evening staffing of two (2) full-time fire personnel and two (2) firefighter/EMT bargaining unit employees per shift. The reduction of part-time staffing from three (3) to two (2) daytime part-time employees shall only take place after the successful completion of probationary period of the newly hired full-time employees as determined by the Fire Chief.

Section 2. If sufficient personnel are not available to meet the minimum staffing requirements, bargaining unit employees shall be retained, recalled or mandated at two (2) times the base

rate of pay for the first two (2) hours worked. Any continuation shall be at a pay rate of one and one-half (1 ½) times the base rate of pay for the remaining overtime hours per this section.

Section 3. Bargaining unit employees will have first **choice** at filling all full-time, non-officer shifts left vacated by comp-time, Kelly days, sick time, funeral leave, vacation and any other reason. A General Alarm page for shift fill shall be paged out to be answered first by bargaining unit employees, and fifteen (15) minutes must be given for such employees to call basis before the shift can be filled by full-time firefighters.

Section 4. Part-time Lieutenants or Acting Officers shall be considered to be at the same leadership level as a full-time officer and shall be treated as such. If a full-time officer is off duty on comp-time, Kelly days, sick time, funeral leave, vacation and any other reason and a part-time Lieutenant or Acting Officer is already on the schedule for the same shift or time, that shift shall be managed by said lieutenant or Acting Officer, without creating officer overtime. The part-time body will then have first chance to fill in for the now vacated part-time shift to maintain the minimum staffing, using the General Alarm Page, fifteen (15) minute rule.

Section 5. Any bargaining unit employee calling off a scheduled shift assignment for any reason shall follow the written procedures set forth by the fire chief.

Article 13

Sanitation, Maintenance and Upkeep

Section 1. The Township agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The Township furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

Section 2. No bargaining unit employee of the firefighting force shall be assigned to perform any duty which is unrelated to firefighting; fire prevention; EMS/rescue work; care and maintenance of firefighting equipment and apparatus; or, to the normal cleaning required to maintain the quarters and area in which he/she is employed, in a clean and sanitary manner.

Section 3. Except as otherwise provided by this Agreement, each and every day of the week shall be a standard work day with duties and training to be performed by bargaining unit employees assigned by the Fire Chief:

- A. Saturday and Sunday work duties shall include only apparatus, equipment and station maintenance, individual study, company briefings, physical fitness and response to all emergency and non-emergency calls.
- B. On Holidays, work duties shall include only apparatus, equipment and station maintenance, individual study and response to all emergency and non-emergency calls.

Article 14
Corrective Action

Section 1. No bargaining unit employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.

Section 2. Discipline will be applied a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the bargaining unit employee's record of discipline, and the employee's record of performance and conduct.

Section 3. Whenever the Township and/or his designee, determines that there may be cause for a bargaining unit employee to be disciplined (Suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled within fifteen (15) calendar days of the alleged misconduct. In the event the Township cannot schedule said hearing in the time limits set in this paragraph, the Township shall notify the RTFFA and request the additional time needed. Said request for additional time shall not be unreasonably denied by the RTFFA. The pre-disciplinary hearing procedure shall be as follows:

1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list date, time, and location of hearing. Such notice shall be given to the employee and the RTFFA at least fourteen (14) days before the hearing. The employee, with the RTFFA's approval, shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
2. The hearing shall be conducted before a "neutral" administrator selected by the Township, an administrator who is involved in any of the events giving rise to the offence. During the course of the hearing, the employee may offer verbal or written statements from other person's pertaining to the charges.
3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the RTFFA, and the Township with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

Section 3. A bargaining unit employee, receiving a notice of a pre-disciplined hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee will sign a form waiving the hearing, witnessed by an official of the RTFFA and in the presence of the Fire Chief or his designee. All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing shall also waive the grieving of any discipline imposed.

Section 4. Following the hearing, any bargaining unit employee receiving an order of suspension or dismissal, may appeal such order at step 3 of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Section 5. The Township agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following periods:

- | | |
|------------------------------------|-----------|
| 1. Written reprimands | 6 months |
| 2. Suspensions of less than 3 days | 12 months |
| 3. Suspensions of 3 days or more | 24 months |

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

Section 7. A bargaining unit employee may inspect his/her own personal "Personnel File" as set forth in this Agreement.

Section 8. As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

Article 15 Hours of Work

Section 1. The workday shall begin at 0700 hours and end either at 1900 hours or 0700 hours the next day.

Section 2. The firefighter/EMT bargaining unit employees shall sign up for available work schedules according to the posted part-time scheduling policy approved by the Ravenna Township Fire Chief and the RTFFA.

Section 3. The standard work period for all bargaining unit employees shall be fourteen (14) consecutive days. Bargaining unit employees who are on the fourteen (14) day work period shall sign up for and actually work a minimum of an **average of twenty-four (24) hours per work period**. The workweek will use the three (3) platoon system working a twelve (12) hour or twenty-four (24) hour shift.

Section 4. The exception to the twenty-four (24) hour actual minimum is that bargaining unit employee who has the written permission from the Fire Chief.

Article 16

Wages

Section 1. Effective **January 1, 2014**, and for the duration of this agreement, bargaining unit members shall be paid an hourly rate according to the following wage scale

Probation:	1-1-2014 (0%)	1-1-2015 (1%)	1-1-2016 (2%)
FF/EMT-Basic	\$10.40	\$10.50	\$10.71
FF/EMT-Intermediate	\$10.92	\$11.02	\$11.24
FF/EMT-Paramedic	\$11.96	\$12.07	\$12.31
LT/Action Officer	\$12.69	\$12.81	\$13.06
Captain	\$13.27	\$13.40	\$13.66
1 thru 4 Years:	1-1-2014 (0%)	1-1-2015 (1%)	1-1-2016 (2%)
FF/EMT-Basic	\$10.55	\$10.65	\$10.83
FF/EMT-Intermediate	\$11.07	\$11.18	\$11.40
FF/EMT-Paramedic	\$12.11	\$12.23	\$12.47
LT/Acting Officer	\$12.84	\$12.96	\$13.21
Captain	\$13.42	\$13.55	\$13.82
5 thru 9 Years:	1-1-2014 (0%)	1-1-2015 (1%)	1-1-2016 (2%)
FF/EMT-Basic	\$10.70	\$10.80	\$11.01
FF/EMT-Intermediate	\$11.22	\$11.33	\$11.55
FF/EMT-Paramedic	\$12.26	\$12.13	\$12.37
LT/Acting Officer	\$12.99	\$13.11	\$13.37
Captain	\$13.57	\$13.70	\$13.97
10+ Years:	1-1-2014 (0%)	1-1-2015 (1%)	1-1-2016 (2%)
FF/EMT-Basic	\$10.85	\$10.95	\$11.16
FF/EMT-Intermediate	\$11.37	\$11.48	\$11.70
FF/EMT-Paramedic	\$12.41	\$12.53	\$12.78
LT/Acting Officer	\$13.14	\$13.27	\$13.53
Captain	\$13.72	\$13.85	\$14.12

Bonus: Each bargaining unit employee who works 96 hours or more in any two consecutive pay periods will be paid a bonus of \$0.25 per hour for each hour worked over the 96-hour threshold within those pay periods. Any overtime pay will include the bonus pay. Such bonus will be paid biannually by March 15 and August 15 of each calendar year beginning January 1, 2011 (standard payroll deductions will apply).

Section 2. All bargaining unit employees shall receive overtime pay for all hours worked over one hundred six (106) hours during a work period, as it is defined in this Agreement. Hours worked during a prior arranged switch of scheduled duties shall not be considered overtime hours.

Section 3. All requests for overtime hours shall be at the sole discretion of the Fire Chief.

Section 4. When a bargaining unit employee is not on duty, and is called in for duty, he/she shall receive a minimum of two (2) hours compensation at the employee's general alarm rate. Part-time general alarm pay shall be two and one-half (2 ½) times the base rate of pay.

Section 5. The training rate for firefighters/EMT bargaining unit employees shall be two (2) times the base rate of pay.

Article 17 Seniority, Layoff and Recall

Section 1. Seniority shall be defined as the length of continuous part-time service as an employee of the Ravenna Township Fire Department. Seniority shall not be available to employees during their probationary period, but shall be retroactive to their most recent date of employment upon successful completion of the probationary period. Bargaining unit employees on leave of absence will accumulate seniority. Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within two (2) calendar years from the effective date of layoff;
- D. Is off the payroll for any reason whatsoever, except for military service, for one (1) calendar year.

Section 2. When the Township determines that a layoff or job abolishment is necessary, the Township shall notify the affected bargaining unit employees at least fifteen (15) calendar days in advance of the effective date of layoff or job abolishment. The Township, upon request from the RTFFA, agrees to discuss, with representatives of the RTFFA, the impact of the layoff on RTFFA members and the Township.

Section 3. When the Township determines layoffs will occur, layoffs of bargaining unit employees will be in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off.

Section 4. No new employees shall be hired or promoted into which members of the bargaining unit are on laid off until such time that all such eligible employees are recalled.

Section 5. Notice of recall from a layoff shall be sent the bargaining unit employee by certified or registered mail with a copy to the RTFFA, The Township shall be deemed to have fulfilled its

obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 6. In the case of a recall, the recalled bargaining unit employee shall have five (5) calendar days following the date of the recall notice to notify the Township of his intention to return to work. The employee shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested, mail.

Article 18

Leave of Absence

Section 1. The Fire Chief under the following conditions may grant a leave of absence:

- a. Leave of absence is always without pay
- b. Leave of absence may only be granted to bargaining unit employees who have successfully completed their probationary period of twelve (12) months.
- c. The request for a leave of absence must be in writing outlining the reasons.
- d. The bargaining unit employee shall return all issued equipment and uniforms.
- e. Failure to return from a leave absence at the specified date will be considered as a resignation
- f. The Fire Chief shall confirm all approved leaves of absences in writing to the bargaining unit employee with a copy to the employee's personnel file.
- g. Re-employment, if applicable, should be a part of the conditions of the leave of absence. If not, the bargaining unit employee is subject to the availability of employment at the time their requested return. Employees returning from military are subject to the Veterans Re-employment Rights.
- h. Under no circumstances will a leave of absence extend beyond one (1) year unless the Fire Chief, in his role and absolute discretion, consents to a further extension. The decision of the Fire Chief as to whether an extension should be granted and the length of any extension is final, binding and conclusive and his decision is not grievable.
- i. Any bargaining unit employee who fails to participate in the activities of the Fire Department for more than two (2) sequential pay periods or any three (3) months will be notified, in writing via certified mail, by the Fire chief that they are being placed on an involuntary leave of absence. They will be required to submit a written statement and meet with the Fire Chief to discuss their return to active status.

Section 2. Types of leave of absence:

- a. **Military-** A regular bargaining unit employee who leaves a position for the purpose of entering full-time military service, by virtue of the draft, is placed on military leave of absence. All federal and State laws relating the military will be adhered to.

- b. A bargaining unit employee of Ravenna Township who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a member of either reserve components of the armed forces of the United States is entitled to a military leave of absence from his duties. When an employee is ordered to annual training, the Township will make up in pay any loss in salary, which the employees suffer. The Townships pay shall be based upon the employee's regular Township pay. The total pay for the military and the Township for the period shall not exceed the employee's regular pay rate in effect at the time of the employee leaves for military duty. Such period or periods for which the Township pay is received shall not exceed thirty-one (31) calendar days in any one (1) calendar year. When such military service (including National Guard and Reserve Duty) is carries out at the option of the employee or when that person leaves to complete his basic and advanced training requirements, the Township will grant the employee a military leave of absence, but without pay. The employee must submit proper documentation (i.e. orders; rates of pay; etc.) prior to leave.

Article 19 Holidays

Section 1. Any eligible bargaining unit employee, who is to be on duty during any part of a Township observed holiday, when the holiday is part of the employee's regular schedule, shall receive double time (2x) for all hours worked on the holiday.

Section 2. Each bargaining unit employee is assigned a platoon. If a holiday falls on their shift day and they wish the holiday off, they must request such in writing to the Fire Chief, at least seven (7) days in advance of the requested holiday day off. Such request for the time off shall not be unreasonably denied, with operational needs taken into consideration by the Fire Chief or his designee.

Article 20 Bereavement Leave

Section 1. Each bargaining unit employee shall be granted one (1), twenty-four (24) hour day off with pay, if needed, for the occurrence of a death within the employee's immediate family. Employees will attempt to give advanced notice to the Fire Chief (or his designee) for the use of bereavement leave. However, when advance notice is not possible, a phone call to the Office-On-Duty is required as soon as possible.

Section 2. If additional time for bereavement leave is needed, the employee may use one (1) additional day off, with pay. Any additional time off need, in excess of the time allowed in sections 1 and 2, and may be requested from the Fire Chief for his approval.

Section 3. For this article, "Immediate Family" shall be defined as follows: Spouse; Children and Stepchildren; Parents and Stepparents; Mother/Father-in-law; legal guardian; or, any other family members, upon approval of the Fire Chief.

Section 4. Any paid time off, shall include the day of the funeral.

**Article 21
Residency**

Section 1. There shall be no residency requirements for bargaining unit employees.

**Article 22
Vacancy, Promotion, and Transfer**

Section 1. The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this article.

Section 2. Whenever the employer creates a new position, or determines that a permanent vacancy exists that is full-time, a notice of such position or vacancy shall be posted on the employee's bulletin board for seven (7) calendar days. During the posting period, members of the RTFFA eligible to apply to the new or vacant position shall do so by submitting a written application to the employer. If at the end of the posting no employee(s) from the RTFFA have submitted a written application for the new or vacant position, the employer then shall post and accept written applications from anyone eligible to apply for the new or vacant position. The employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications of the job.

Section 3. Nothing in this Article shall be construed to limit or prevent the employer from temporarily filling a vacant position, pending the employer's determination to fill the vacancy on a permanent.

Section 4. All timely filed applications shall be reviewed considering the following criteria: qualifications; experience; abilities; education; work record; previous job performance; disciplinary records; and, physical and mental capabilities.

Section 5. Once the section has been made, the employer will notify all applicants of the selection.

Section 6. Promotional selections shall be based on the following:

1. Written examination conducted by an outside agency
2. Assessment Center Test, conducted through an authorized assessment center
3. Interview with the Fire Chief and Assistant Fire Chief

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

The above shall be scored in the following manner:

- | | |
|---|-------------------|
| 1. Written exam (score of 70 must be attained) | 35% of test score |
| 2. Assessment Center Score | 55% of test score |
| 3. Interview with the Fire Chief and Assistant Fire Chief | 10% of test score |

The ranking of the candidates, who have successfully completed all portions of the promotional examination process, shall be posted for a period of five (5) days in the Fire Department. The employer shall appoint the candidate with the highest composite score. The list shall be valid for eighteen (18) months from the date of posting. The list may be extended for an addition twelve (12) months at the discretion of the employer.

Section 7. The employer shall post the promotional date and the list of study guides/books, ninety (90) calendar days prior to the date of the promotional.

**Article 23
Personnel Files**

Section 1. It is recognized by the parties that the Township may establish regulations for the custody, use and preservation of records, papers, books, documents, and property pertaining to the Township or its employees. All employees shall have access to their own individual personnel file for review of documents contained in said personnel file. Employees shall have access to their individual personnel for review in the following manner:

1. Request for review must be made and received approval from the Township or its designee.
2. All reviews shall be conducted on the premise of the Township, with the Fire Chief in attendance during the said review.
3. Employee reviews of personnel file should not be disruptive to the Township's operational needs.
4. An employee may provide written authorization for an individual, other than said employee, to be granted permission to review said employee's file in accordance with this Article.
5. Any non-employee of the Township, review a personnel file, must sign the jacket of the file giving the individual's name, date, and time of review, and duration of review,.
6. Requests for copies of documentation in said files will be made following the Township's practice of copying documents.

**Article 24
Insurance, Operator's liability, Malpractice**

Section 1. The employer shall provide continuing operator's insurance coverage for every member of the bargaining unit who is responsible for the operation of Fire and/or Rescue equipment. A copy of any amendments, additions, and/or deletions shall be provided to the Union so that it may be placed on file, within thirty (30) days of the signing of this Agreement.

Section 2. Malpractice insurance, in the amount of one million dollars (\$1,000,000.00), for Emergency Medical Technician (EMT) and Paramedic (Medic) shall be maintained. A copy of any amendments, additions, and/or deletions shall be provided to the bargaining unit member so that it may be placed on file, within thirty (30) days of the signing of this Agreement.

Article 25
Bulletin Board Space

Section 1. The Township agrees to provide bulletin board space in the Fire Department for use by RTFFA.

Section 2. All RTFFA notices of any kind posted on the bulletin board shall bear the written approval of an RTFFA official or an official designee of the RTFFA.

Article 26
Waiver in Case of Emergency

Section 1. in case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Commissioners of Portage County, the Portage County Sheriff, the Federal or State Legislatures such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended.

- a. Time limits for the employer's or RTFFA's reply on grievances, and;
- b. All work rules and/or provisions of this agreement and practices relating to the assignments of all employees.

Section 2. Upon the official termination of an emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, and shall proceed from the point in the grievance procedure to which the grievances had properly progressed.

Section 3. Those provisions of this Agreement relating to the established rates of compensation shall not be waived during said emergencies was declared.

Section 4. Any event as described in section 1 above shall be deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

Article 27
Savings Clause

Section 1. This Agreement shall supersede any present and future State and Local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation, shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this agreement, which shall remain in full force and effect as if such invalid portion there of had not been included herein.

Section 3. If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the employer and the RTFFA shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 4. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

Article 28 Successor Agreement

Section 1. This agreement shall be binding upon the successor and assigns of the parties hereto, and no provisions, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location, or place of business of either party hereto.

Article 29 Paramedic Requirements

Section 1. As a Fire Department, bargaining unit employees strive to be the best in firefighting, rescue, and emergency medical services. Keeping this in mind, and to be fair to each bargaining unit employee and to help each paramedic on the department keep up with their skills, every paramedic shall work at least one (1) twelve (12) hour shift on the ambulance every month.

Article 30 Training

Section 1. When the Fire Chief, the State of Ohio, or Local Medical Control requires and schedules employees for mandatory training, such as but not limited to EMT and Paramedic refresher courses, which are required to maintain bargaining unit employee certification, said training shall be compensated, if the employee must attend the training on the employee's off-duty time. If the employee attends the training session while on duty, there will be no compensation due to the employee.

Section 2. If the employee is to be compensated for time spent training, as outlined in Section 1 above, compensation shall be at the bargaining unit **employee's** base rate of pay unless he/she is in a bonus situation or has worked over 106 hours within the pay period. The Township will try to provide in-house training for bargaining unit employees. If in-house training is not

available, then bargaining unit employees shall provide their own training and at their own expense, **except that (as the budget allows):**

EMS: The Township will provide bargaining unit employees CPR and ACLS classes every two (2) years.

Fire: Three (3) fire related trainings per bargaining unit employee per calendar year (topics to be chosen by bargaining unit employee, with approval from Chief) Maximum of eight (8) hours of pay per class and a maximum of \$50 per bargaining unit member per class.

Section 3. Training not mandated, shall be at the sole discretion and approval of the Fire Chief.

Article 31 Clothing/Uniform

Section 1. The Township agrees to supply new and current bargaining unit employees, under a quartermaster system, with the following clothing/uniform in the following manner:

Personal protective Equipment: bunker coat; bunker pants; firefighting helmet, gloves, hood, and boots; personal flashlight; and webbing.

Uniforms (quartermaster): two (2) duty pants; two (2) Class "B" shirts; belt; and duty boots (Township will pay up to \$75.00).

Uniforms (annually): two (2) Department t-shirts

Additional Uniforms: the Township will allocate \$200 per bargaining unit employee after their first calendar year of employment per year for uniforms (as required by the department and in addition to the above) from a supplier selected by the Township. The allocation must be used in the calendar year (beginning in 2014) and will not carry over into the next year. All purchases will be in accordance with Township policy and fire department procedure.

The Township will provide probationary members with such clothing/uniforms as the Fire Chief deems appropriate.

Note: Chief must approve any application of the RTFD logo or patches on any item.

Section 2. Clothing and equipment shall be issued when required. The Township shall make all reasonable efforts to ensure that all turnout clothing shall meet NFPA Standards or the successor standards as accepted by the Township.

Section 3. Clothing destroyed while on duty and shall be replaced as soon as possible.

Section 4. Uniforms shall be worn only while on duty and shall be returned should a bargaining unit employee leave the employ of the Township.

Section 5. The Fire Department will endeavor to supply clothing and personal equipment which is of quality consistent of the work of a firefighter/EMT

Duration of Agreement

Section 1. This agreement shall be effective **November 21, 2013**, and shall remain in full force and effect until **November 20, 2016**.

Section 2. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days or later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

Section 3. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from area of collective bargaining, and that the opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Township and the RTFFA, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Township and the Association, for the life of this agreement, each voluntary and unequivocally waives the right and agrees that the other party shall not be obligated to bargain collectively or individually with respect to any subject or matters that have not been within the knowledge of either party or both parties at the time they negotiated or signed this agreement.

Section 4. This Agreement shall remain in full force and effect during the negotiations leading up to the successor agreement for this agreement.

Section 5. Should either party wish to amend or modify any of the provisions of this Agreement at a time other than provided for in an Article, Such proposed amendment or modification shall be only by written mutual consent of the parties.

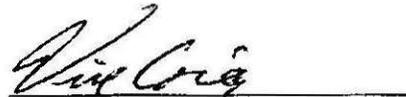
SIGNATURE PAGE

This Agreement is signed this September 16, 2014, and began effective on **November 21, 2013**, and shall continue in full force and effect until November 20, 2016.

RAVENNA TOWNSHIP TRUSTEES

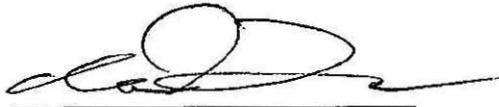

Hank Gibson, Trustee
Ravenna Township


Pat Artz, Trustee
Ravenna Township


Vince Coia, Trustee
Ravenna Township

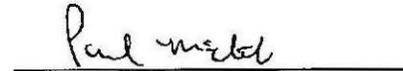

Steve Bosso, Fire Chief
Ravenna Township


Gail Pittman, Fiscal Officer
Ravenna Township


Chad Murdock
Attorney for Ravenna Township

RTFFA


Alec Keener
RTFFA President


Paul McClintock
RTFFA Vice-President