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07/22/2014

**AGREEMENT**  
**BETWEEN**  
**SPRINGFIELD TOWNSHIP**  
**AND THE**  
**INTERNATIONAL ASSOCIATION**  
**OF FIRE FIGHTERS**  
**LOCAL #3040**

**Effective January 1, 2014**

**through**

**December 31, 2016**

**SERB CASE NO. 2013-MED-16-1434**

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## PREAMBLE/PURPOSE

**Section 1. Parties.** This agreement is entered into by and between the Springfield Township Board of Trustees, hereinafter referred to as the “Township,” “Employer,” or “Board,” and the Springfield Township Fire Fighters, IAFF Local 3040, hereinafter referred to as the “Union.”

**Section 2. Purpose.** It is the purpose of this Agreement to achieve and maintain harmonious relations between Management and the Union and to provide for equitable and peaceful adjustment of differences, which may arise. It further establishes proper standards of wages, hours, conditions of employment, and other items to comply with the Ohio Collective Bargaining Act.

## ARTICLE 1 UNION RECOGNITION

**Section 1. Included.** The Township recognizes the Union as the sole and exclusive bargaining agent for the full-time fire-EMT trainee, fire-medec trainee, fire-medec, shift supervisor and lieutenant in the Fire Department.

**Section 2. Exclusive Representative.** The Union shall have sole authority on behalf of all employees in the bargaining unit with respect to all those matters set forth in Section 4117.08 of the Ohio Revised Code, which are subject to collective bargaining. The Township shall not enter into negotiations or a contractual agreement regarding employees with any party other than this Union.

**Section 3. Excluded.** All positions not specifically included in Section 1 above shall be excluded from the bargaining unit, except as provided herein. Where the Employer creates a new position and/or classification not listed in Section 1, the parties agree to meet and discuss whether or not such position or classification should be included in the unit. If the parties agree, they shall jointly file a petition to amend the unit with the State Employment Relations Board (SERB). In the event that they cannot agree, either party may submit the matter to the SERB for resolution.

### **Section 4. Definitions.**

- A. Full-time Fire-EMT Trainee is a member without firefighter certification required by state statute, and without medical certification.
- B. Full-time Fire-Medic Trainee is a member holding a firefighter certification required by state statute, and holding an EMT certification while at the same time completing course work to obtain paramedic certification.
- C. Fire-Medic is a member holding firefighting and paramedic certification and functions under the medical director as a paramedic.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes these rights reserved to Management in accordance with the Ohio Revised Code, including but not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of 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 the 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 workforce;
- G. Determine the overall mission of the Township Fire Department as a unit of government;
- H. Effectively manage the workforce;
- I. Take action to carry out the mission of the public employer as a government unit.

**ARTICLE 3**  
**WORK RULES**

**Section 1.** The Union recognizes that the Rules, Regulations, and Standard Operating Guidelines may be promulgated and implemented, amended, repealed, replaced or otherwise changed from time to time at the discretion of the Fire Chief.

**Section 2. Posting Period.** A copy of any items as indicated in Section 1 shall be posted for a period of not less than thirty (30) days for review and comments, unless the item is of an emergency nature and must be implemented immediately.

**Section 3.** At the request of the Union, the Employer will meet to discuss any newly created or revised Rules, Regulations, or Standard Operating Guidelines.

**ARTICLE 4**  
**MID-TERM BARGAINING**

**Section 1. Total Agreement.** The Union and Township acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. The Township and the Union, for the life of this Agreement, except where otherwise noted in Section 3 each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**Section 2. Waiver.** By written mutual consent of the Township and the Union, the covenants of this Agreement may be waived for negotiations on any article or subject stated in the written request.

**Section 3. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to discuss the matter with the Union. If the parties are unable to reach agreement, the Employer may implement such change and the Union may grieve the reasonableness of the Employer's action.

**ARTICLE 5**  
**SEVERABILITY**

**Section 1.** This Agreement is subject to the laws of the State of Ohio or the laws of the United States, with respect to the powers, rights, duties, and obligations of the Township, the Union, and the employees in the bargaining unit. In the event that any provisions of this Agreement shall, at any time, be rendered invalid or unenforceable by the enactment of legislation, by a Court of competent jurisdiction, from whose final judgment of decree no appeals have been taken within the time provided thereof, or by any administrative or executive official having authority to rule in the matter, such provisions shall be void and inoperative. However, such legislation, decision or ruling 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 thereof had not been included therein.

**Section 2.** Should a provision covering a mandatory topic of bargaining be invalidated, the parties agree to meet and discuss an acceptable replacement for the invalidated provision within thirty (30) days through the labor management committee. Should the parties be unable to reach agreement, either party may file a notice to negotiate over the invalidated provision.

**ARTICLE 6**  
**UNION BUSINESS/REPRESENTATION**

**Section 1. Union Leave.** Leave for the Union President, or his designee, to be used for the transaction of bona fide Union business and Union related activities such as conventions, seminars, or State or International Union office. Leave shall not exceed seventy-two (72) hours without pay and shall not be unreasonably denied by the Fire Chief. The Union President, or his designee, shall be required to provide five (5) days notice to the Fire Chief specifying the purpose of the leave and length of the time off.

**Section 2. Meetings on Employer Premises.** The Union and up to two (2) accredited members of the IAFF and the OAPFF shall be permitted to use a mutually agreed upon area of fire station #1 for the purpose of conducting Union business. Meetings shall be limited in duration to a maximum of two (2) hours.

**Section 3. Meeting Attendance.** All on or off-duty Union members shall be afforded the opportunity to attend said meetings. On-duty members shall suffer no loss of pay and off-duty members shall not be paid for attendance at said meeting. On-duty Union members must fulfill duty obligations during the time they are normally fulfilled.

**Section 4. Ballot Boxes.** The Fire Chief shall permit the placement of a ballot box at fire station #1 for the polling of local members during elections and other events.

**Section 5. Union Files/Supplies.** The Union shall be permitted to store files and supplies in a cabinet which will be purchased and maintained by the Union.

**Section 6. Union Representatives.** Both parties agree that the Union shall have the right to appoint representatives from its membership. Such representatives shall be authorized and recognized by the Township to represent the Union in employee/Employer-related matters. The names of employees so appointed, who represent the Union, shall be certified annually in writing to the Fire Chief.

**ARTICLE 7**  
**BULLETIN BOARDS**

**Section 1.** The Fire Chief shall furnish a bulletin board at fire station #1 for the Union. It may display Union-related materials, including but not limited to recreational and social affairs of the Union, Union meetings, Union nominations and elections, reports of the Union committees and officers, rulings on policies of the International Union and Local 3040 IAFF.

**Section 2.** Notices and/or announcements shall not contain political references or anything which reflects negatively towards the Township, its employees, any labor organization among its employees, or which could be deemed offensive by the general public. If the Fire Chief finds this article being violated, the Chief may provide a written request to the Union to remove such notices and/or announcements and the Union agrees to do so.

**ARTICLE 8**  
**DUES CHECK OFF/FAIR SHARE FEES**

**Section 1. Deductions.** For the duration of this Agreement, the Township will deduct monthly Union membership dues from the wages of bargaining unit members.

**Section 2. Authorization.** In order for the Township to deduct monthly Union membership dues, the bargaining unit member must grant written permission for Union dues to be deducted from his pay. Members who complete dues deduction authorization forms will have his dues deducted throughout the term of this Agreement. The member may request that the dues deduction be canceled by notifying the Township Fiscal Officer and the Union President, in writing, during the twenty-eight (28) day pay period.

**Section 3. Pay Periods.** The payroll dues deductions shall be on the agreed upon pay period(s) so long as the employee is in an active pay status unless changed by mutual agreement between the Union and the Township Fiscal Officer.

**Section 4. Timing.** All sums deducted by the Township Fiscal Officer shall be remitted to the Treasurer of the Union as mutually agreed upon between the Union and the Township Fiscal Officer no later than the twenty-fifth (25<sup>th</sup>) day of the calendar month in which such deductions are made.

**Section 5. Fair Share Fee Deduction Procedure.** The fair-share fee shall be deducted during the same period as Union dues and remitted to the Union in the same manner as the Union dues. The deductions of a fair-share fee and its payment to the Union are automatic and do not require the written authorization of the employee. It is agreed between the parties that, beginning on the effective date of the Collective Bargaining Agreement, or sixty (60) days following the beginning of employment, whichever is the later, employees in the bargaining unit who are not members of the Union pay a fair-share fee. The Union shall inform the Township Fiscal Officer of the amounts to be deducted under this section.

**Section 6. Membership/Fair Share Fees/Calculation.** This Agreement does not require any employee to become a member of the Union, nor shall fair-share fees exceed the amount of Union membership dues paid by members of the Union or in the same bargaining unit. The fair share fee shall be established to cover the employee's pro-rated share of the cost incurred by the Union in negotiating and administering this Agreement. Fees shall also be used to pay costs associated with settling grievances and disputes arising under this Agreement and additional reasonable expenses incurred for activities undertaken by the Union normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement.

**Section 7. Disputes/Indemnification.** All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB). The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance

with Ohio Revised Code, Section 4117.09(C), and the Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with federal and state law. The Union shall defend and indemnify the Township against any and all claims or demands against it arising out of this deduction.

## **ARTICLE 9** **NON-DISCRIMINATION**

**Section 1.** There shall be no unlawful discrimination by reason of age, race, sex, disability, military status, veteran's status, genetic history, religion, or nationality or on account of an individual's activities on behalf of the Union.

**Section 2. Gender Neutral.** It is understood that all gender-based references to employees and the bargaining unit members in this Agreement refer to both sexes.

## **ARTICLE 10** **LABOR-MANAGEMENT COMMITTEE**

**Section 1.** To provide for a means for better communication and understanding amongst Springfield Township Fire Department, its Management, and the Union, without the necessary utilization of the contractual grievance arbitration machinery, a labor-management committee may be established.

**Section 2.** The Township and the Union shall, by mutual agreement, convene the labor-management committee no more frequently than once every six (6) months at a designated time and place, which is mutually convenient to both parties. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks notice to the other party, along with an agenda of the items for discussion.

**Section 3.** The Trustees shall designate the Fire Chief and up to two (2) other representatives to attend a meeting of the joint committee. Likewise, up to three (3) representatives of the Union may be present. Any employee attending such meeting during his regularly scheduled working hours shall suffer no loss in pay.

## **ARTICLE 11** **SAFETY**

**Section 1.** The Township agrees to maintain safe working conditions, facilities, vehicles, and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting, in writing, unsafe conditions or practices to the immediate supervisor.

**Section 2.** Should an alleged unsafe condition still exist after such notification, the employee shall submit his report in writing to the Fire Chief for consideration. If said condition remains unchanged, it shall be directed to the grievance procedures as provided by in this Agreement.

**Section 3.** Township equipment and materials assigned to an employee shall be used with care and shall be used only for departmental purposes or those approved by the Fire Chief. Township

automotive vehicles shall be used only for Township business. Wanton waste or misuse of Township resources shall constitute cause for disciplinary action.

**Section 4.** The Township agrees to provide each employee with a personal face piece for a self-contained breathing apparatus (SCBA) and to keep the face piece properly maintained. Each employee shall also be provided with an annual fit test for his personal face piece.

**Section 5.** If an employee is required to wear corrective lenses (whether contact lenses or spectacles), the Township shall provide spectacle kits for SCBA face pieces. The Township shall reimburse the employee for the cost of lenses, to the extent that the Township provided insurance does not provide and are to be of normal prescription, not experimental, new or special technology unless approved by the Fire Chief.

**Section 6.** If corrective lenses or dentures have been clearly damaged in the line of duty, the Township shall pay for replacements. Replacement will be based on the absent negligence on the part of the employee, and when there is no compensation or incomplete compensation provided by Workers' Compensation or hospitalization, the Township shall pay for the replacement or repair thereof to the extent required.

## **ARTICLE 12** **PROBATION AND PROBATIONARY EMPLOYEES**

**Section 1. Initial Appointment.** There shall be a probationary status of one (1) year from the date of appointment by the Board of Trustees for newly hired full-time Fire Medics of the Springfield Township Fire Department. Full-time Fire-EMT Trainees and full-time Fire-Medic Trainees shall be in probationary status for the duration of their trainee status as specified in Article 13 and for one (1) year immediately following successful completion of their trainee status.

**Section 2. Applicability of the Agreement during Probation.** During new hire and trainee probationary status addressed in Section 1, employees will be covered by the terms and provisions of this Agreement except for those relating to discipline, discharge and the grievance/arbitration procedure. During new hire and trainee probationary periods, employees may be assigned to shifts at the discretion of the Fire Chief for a period of no longer than ninety (90) days. Such assignment shall be an exception to Article 41, Section 1.

**Section 3. Discipline while on Probation.** The Union recognizes and agrees with the right of the Township and/or Fire Chief to hire, discharge without cause, and discipline an employee during the probationary period without interference from the Union.

**Section 4. Promotional Probationary Period.** The probationary period for a full-time Shift-Supervisor or Lieutenant shall be one (1) year from the date of appointment to such position by the Board of Trustees. During the probationary period, a Shift-Supervisor or Lieutenant may be returned to his/her former position and rate of pay, when in the judgment of the Fire Chief and/or Township Trustees, the employee's work performance and/or work attitudes are not satisfactory. The decision to return a probationary Shift-Supervisor or Lieutenant to his/her former position is subject to challenge through the grievance and arbitration procedures in this Agreement.

**ARTICLE 13**  
**TRAINING**

**Section 1. Licensure Required Training.** All members of the bargaining unit who are required to receive standard minimum training for firefighters as established by state, federal law, Fire Chief, or by this Agreement shall be afforded the opportunity to attend such training. Employees assigned to training will continue to be on training status until such time as the training is completed unless an emergency requires their return to normal duty. The Fire Chief shall schedule all training so as to minimize overtime payments.

**Section 2. Additional Training.** All bargaining unit members shall receive opportunities to attend training sessions upon the approval of the Township Trustees and/or the Fire Chief, in accordance with their assigned job function. For approved training, the Township agrees to provide funds to support the cost of training expenses for the following:

1. Textbooks.
2. Tuition.
3. Mileage, toll, parking fees reimbursed (at State of Ohio or IRS rate whichever is higher in January of the current year).
4. Lodging at a rate to be approved by the Fire Chief and/or Board of Trustees.
5. Meals- \$40.00 per diem for training that requires traveling in excess of sixty (60) miles each way or training which is scheduled to last six (6) or more hours.
6. Overtime compensation in any form up to eight (8) hours per day of actual training.

**Section 3. Additional Out-of-Town Training.** If an employee attends training out of town, where an overnight stay is approved in writing by Management, the employee's regular shift day shall count as a full day worked, and training attended on his off-duty day may be considered overtime. Overtime paid for the day will not exceed eight (8) hours and will include mealtime. The Fire Chief shall determine what reasonable travel time is based upon travel time and actual conditions. The Fire Chief must approve the location where the employee receives training.

**Section 4. Paramedic Recertification.** All non-trainee employees are required to fulfill the paramedic recertification requirements established by the State of Ohio. The Township shall provide (on-duty) or reimburse the employee for training hours required under the State of Ohio recertification program.

**Section 5. Failure to Maintain Minimum Training and Certification.** Non-trainee members failing to maintain standard minimum training and certification shall complete training as soon as possible and in no event later than sixty (60) days. After the deficiency occurs, unless other arrangements are made in writing by the Fire Chief, the member shall be subject to reassignment to Fire-Medic status at the less than one (1) year step for salary and overtime compensation purposes. Any member refusing to comply with this section will be subject to discipline, up to and including discharge.

**Section 6. Trainee Process.** The Union and Township recognize "Fire-EMT Trainee" and "Fire-Medic Trainee" classifications of bargaining unit employees.

- A. The Union and the Township agree that, unless the Trainee employee is discharged before the expiration of three hundred sixty-five (365) days, newly hired Trainee employees have one opportunity (cycle) to successfully complete and obtain certifications for each of the following requirements, and thus end their Trainee status while continuing in probationary status for an additional year as provided in Article 12:
1. Successful completion and certification from the State of Ohio for the full-time fire fighter-training course, which includes State of Ohio for Hazardous Material Awareness and Operations training course and successful completion of an Emergency Vehicle Driving Course.
  2. Successful completion and certification from the State of Ohio as an EMT-Paramedic.
- A Trainee may have up to three (3) months after completion of a requisite training course to pass any test required for certification.
- B. The three hundred sixty-five (365) day period set forth above shall begin on the date of the Trustees' motion to appoint the employee as a full time trainee.
- C. Trainee employees who are required to attend training shall have their work schedule adjusted to accommodate this training. No overtime shall be incurred for a Trainee employee to attend and complete initial required training.
- D. Trainee employees who are paramedic or EMT students shall receive time off, without loss of pay, for class time that occurs during their work shift.

## **ARTICLE 14** **JOB DESCRIPTIONS**

**Section 1.** The Union recognizes the right of the Employer to establish and adjust job duties that are part of position descriptions and job classifications.

**Section 2. Notice of Revisions.** Changes, revisions, updates, and restructuring of job descriptions shall be communicated in writing to the union.

## **ARTICLE 15** **IMMUNIZATIONS-VACCINATIONS**

**Section 1.** Due to the constant exposure to diseases, vaccinations and screening tests shall be provided to bargaining unit members with the cost to be borne by the Township.

**Section 2.** A health screening and immunizations program shall be provided and maintained at a place designated by the Fire Chief and/or the Board of Trustees. Transportation to the facility shall be provided if available.

**ARTICLE 16**  
**HOUSEHOLD CONVENIENCES**

**Section 1.** The Township agrees to provide and maintain (as feasibly possible) all household conveniences which have been customarily provided for the Bargaining Unit Members by the Township. However, the Township shall not be responsible to provide or maintain any household conveniences which have been loaned, donated or purchased by any of the Bargaining Unit Members, any association on behalf of the Bargaining Unit Members, or any other person or association.

**Section 2.** The Township will give consideration to upgrades in technologies or conveniences as reasonably possible and agrees to maintain such technologies.

**Section 3.** The personal locker space provided will not be searched by Management without the presence of the employee and a Union representative.

**Section 4.** Only personally owned items that will secure in the personal locker will be permitted on Township property. The Fire Chief may grant exceptions depending on the item(s) usefulness and necessity.

**ARTICLE 17**  
**LAYOFF AND RECALL**

**Section 1.** Should the Township Trustees deem it necessary, through their government powers, to make layoffs or reductions-in-force (i.e., job abolishment, furlough, etc.) in the number of personnel employed by the Township Fire Department, the layoff or reductions-in-force will be made in accordance with the below listed guidelines.

**Section 2. Procedure.** Whenever the Employer determines that a layoff or reduction in force is necessary, the bargaining unit member(s) with the least amount of departmental seniority shall be the first subject to layoff or deduction.

**Section 3. Recall Rights/Voluntary Layoff.** Bargaining unit members who are subject to layoff shall have recall rights for three (3) years from the date of layoff. Members who are called back from the layoff to return to their full-time status shall be called back in reverse order of the layoff. The last member who was laid off shall be the first member to return to work. Bargaining unit members are to keep the Township advised of their current address at all times and maintain any required licensure or certification required for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

**Section 4. Voluntary Layoff.** All bargaining unit members in the Fire Department shall have the right with the use of their departmental seniority to choose a voluntary layoff. Members on voluntary layoff can choose to re-enter on thirty (30) days written notice to the Fire Chief after one hundred eighty (180) days of layoff status but before three (3) years on layoff status. When a member on voluntary layoff chooses to re-enter, the Firefighter with the least amount of departmental seniority shall be placed on layoff status.

**ARTICLE 18**  
**SENIORITY**

**Section 1. Definitions.**

- A. **Department Seniority.** Department Seniority is defined as the length of continuous, uninterrupted full-time service with the Springfield Township Fire Department.
- B. **Rank/Classification Seniority.** Rank/Classification Seniority is defined as the length of continuous, uninterrupted full-time service within a specific rank or classification within the Springfield Township Fire Department (i.e., Shift Supervisor; Lieutenant; etc.).
- C. **Total Seniority.** Total Seniority is defined as the length of continuous, uninterrupted full-time service with the Springfield Township Board of Trustees.

**Section 2. Interruption of Seniority.** Seniority is interrupted through voluntary resignation, termination of employment for cause, layoff in excess of three (3) years, or failure to report to work without prior notice to the Employer for three (3) consecutive turns without reporting to the Employer.

**Section 3. Seniority List.** A seniority list of bargaining unit members shall be maintained as Appendix A of this Agreement. Members shall be listed in seniority order from the hire date. Members with equal amounts of seniority shall be listed in the order their names appeared on the hiring motion. The list will be updated periodically to reflect changes in staffing.

**ARTICLE 19**  
**PERSONNEL FILES AND RECORDS**

**Section 1. Notice.** In the administration of the Township Fire Department, the Township maintains public personnel files at the Township Hall for all employees. The Employer agrees to notify the Union and the employee of any adverse material(s) placed in the employee's public personnel file no more than three (3) calendar days after placement in the file. An employee shall be permitted to review his public personnel file by submitting a written request to the Township Fiscal Officer, or his designee.

**Section 2. Rebuttal/Clarification.** Employees reading or observing any material of a negative or derogatory nature placed in their personnel file have the right to refute the material. An employee may provide a written and signed comment in rebuttal, mitigation or explanation of any adverse material within ten (10) days of notice of the information being placed in his file. The employee's comment submitted shall remain in the employee's public personnel file so long as the negative material remains. Certificates, honors and recognition will be added to the public personnel file upon the approval of the employee and the Fire Chief.

**Section 3. Access to File.** Except as otherwise required by law, access to the employee's public personnel file shall be restricted to the Township Board of Trustees, the Township Fiscal Officer, the Township Fire Chief, the affected employee, and the appropriate Union representatives.

**ARTICLE 20**  
**GRIEVANCE PROCEDURE**

**Section 1.** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances be settled, if possible, at the lowest step of this procedure, and whenever possible, informally.

**Section 2. Definitions.** For the purpose of this procedure, the following terms are defined:

- A. Grievance – A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the provision of this Agreement.
- B. Aggrieved Party – The aggrieved party shall be defined only as any employee or group of employees within the bargaining unit actually filing the grievance.
- C. A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

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

- A. **Grievance Contents.** All grievances shall be in writing and shall include the following:
  - 1. The provisions of this Agreement involved in the grievance, the name and position of the aggrieved party;
  - 2. The time and place where the alleged events or conditions constituting the grievance took place;
  - 3. The identity of the party responsible for causing the said grievance (if known to the aggrieved party);
  - 4. A general statement of the nature of the grievance; and
  - 5. The redress sought by the aggrieved party.
- B. **Decisions.** All decisions shall be rendered, in writing, at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C. **Group Grievances.** If a grievance affects a group of employees working in different locations, with different principals, or associated with a Township controversy, the grievance may be submitted by one (1) employee selected by this affected group to process the grievance. This person shall be the designated representative of the group.

However, grievances can only be initiated by an individually aggrieved employee, and not by a third party grievance. In situations in which monetary relief is sought, the employee who is initially entitled to relief must initiate the grievance.

- D. Grievance Preparation/Processing. The preparation and processing of grievances shall not interfere with the employee's normal work duties.
- E. Grievance Settlements. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall, in all respects, be final, said adjustment shall not create a precedent, or ruling, binding upon the Township in future proceedings.
- F. Exclusive Remedy. This grievance procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining Agreement.
- G. Time Limits. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time will be deemed waived and void. If the Township fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H. Procedural Limitations. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way any of the provisions of this Agreement.

**Section 4. Procedure.** All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

**Step 1. INFORMAL GRIEVANCE:** An employee who believes he may have a grievance shall notify the Fire Chief's designee, in writing, of the informal grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The Fire Chief's designee will schedule an informal meeting with the employee and his representative, if the employee requests the representative's presence, within seven (7) days of the receipt of the notice by the employee. The Fire Chief's designee and employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The Fire Chief's designee shall have seven (7) days from the meeting date to render his informal decision to the INFORMAL grievance.

**Step 2. FORMAL GRIEVANCE/APPEAL AND HEARING:** If the employee is not satisfied with the decision rendered by the Fire Chief, a written appeal of the informal decision shall be submitted by the employee and presented as a formal grievance (or appeal in matters related to a disciplinary action). This shall be presented to the Fire Chief within seven (7) days of the notification of the Fire Chief's decision. The Fire Chief shall convene a hearing within seven (7) days of the receipt of the appeal. A private hearing will be held with the employee and

his representative, if he requests one. The Fire Chief shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing.

**Step 3. ABRITRATION:** In the event the grievance is unresolved after being processed through all the steps of the Grievance Procedure, then within thirty (30) days after rendering the decision at Step 2, the Union may submit the grievance to arbitration by submitting to the Township Fiscal Officer a written demand for arbitration. Unless mutually waived or having passed through various steps by timely default of the Township or a timely default by the Township at Step 2, ten (10) days after submitting its demand for arbitration, the Union shall request the Federal Mediation and Conciliation Service ("FMCS") to provide the parties duplicate panels of seven (7) arbitrators, and a copy of the request shall be simultaneously mailed to the Township Fiscal Officer. Each party alternately striking names will choose the arbitrator and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

**Section 5. Authority of the Arbitrator.** The arbitrator shall have no power to add, subtract, or alter in any manner the specific terms of this Agreement. The arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law and violates any of the terms and conditions of this Agreement.

**Section 6. Arbitrability.** If there is a doubt as to the procedural arbitration of the grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he shall then proceed to conduct a hearing on the merits of this grievance.

**Section 7. Multiple Grievances.** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**Section 8. Decision/Award.** The arbitrator's decision and award will be in writing within thirty (30) days of the date the record is closed. The arbitrator's award and decision shall be final and binding on the Township, the Union and all affected employees.

**Section 9. Hearing Rules.** The hearing shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this article.

**Section 10. Arbitration Fees/Expenses.** The party losing the grievance will pay the fees and expenses of the arbitrator. 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. The parties shall agree upon the location of the hearing and shall split the cost of the hearing room, if any. In the event of a split award, the arbitrator shall apportion the arbitrator's cost.

## **ARTICLE 21** **DISCIPLINARY ACTION**

**Section 1.** All disciplinary actions involving bargaining unit members, including written

reprimands, suspensions, demotions, reductions in pay or employment terminations (except layoff or reductions in force) are hereby subject to the following procedures:

- A. Predisciplinary Conference. Whenever the Employer/designee determines that an employee may be suspended, reduced in pay or position, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter within forty-five (45) days of the Chief's knowledge of the incident on which the discipline is based. The Employer/designee shall provide notice to the Union and the employee in the form of a written statement describing the occurrence which is the subject of the disciplinary action and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held no sooner than twenty-four (24) hours, between management and the employee. The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed.
- B. Notice of Discipline. Within fifteen (15) days of the predisciplinary conference, the Employer/designee shall provide written notification to the employee and the Union what form of discipline, if any, is recommended, and transmit that recommendation to the Board of Trustees for consideration.
- C. Acceptance of Discipline. The employee may sign the disciplinary notice to accept the discipline as recommended and conclude the matter. The disciplinary notice will contain space for a statement of explanation by the employee if he/she so chooses. An employee may have a Union representative to represent him/her at all steps of the disciplinary procedure.
- D. Disciplinary Appeal. If the disciplinary matter is not resolved by Step C, then the bargaining unit member may within seven (7) calendar days of the Notice of Discipline being issued, appeal the disciplinary action to Step 2 of the grievance procedure set forth in Article 20, Grievance Procedure.

**Section 2.** No member shall be disciplined except for just cause.

**Section 3. Internal Investigations/Confidentiality.** When an employee is charged with or is under investigation for an alleged violation of department rules and regulations, anonymity is encouraged. A reasonable effort consistent with applicable law shall be made without publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served on the employee.

**Section 4. Prior Discipline for Minor Occurrences.** Any adverse material in the employee's file that is a minor occurrence shall not be relied upon in disciplining the employee after two (2) years from the date of the violation. Minor Occurrence: Defined as documentation of verbal warnings for minor performance deficiencies or minor policy violations, so long as the documentation of this disciplinary action is properly documented, and the employee and Union is

provided with written notification that the documentation is being placed in their public personnel file.

**Section 5. Prior Discipline for Major Occurrences.** Any adverse material in the employee's file that is a major occurrence shall not be relied upon in disciplining the employee after four (4) years from the date of the violation. **Major Occurrence:** Defined as documented written warnings for performance deficiencies or policy violations, or upon receiving three or more verbal warnings during one year of continuous service. Suspensions and/or disciplinary demotions are also classified as major occurrences.

## **ARTICLE 22** **HOURS OF WORK**

**Section 1.** The work schedule for bargaining unit members shall comply with one of the following schedules:

- A. **208 (hours) / 28 (day) fixed:** The basic work schedule shall be twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty.
- B. **A forty (40) hour fixed or flex schedule:** The basic work schedule shall be an eight (8) or ten (10) hour day or a variation thereof. The member would receive two (2) consecutive days off minimal after completing forty (40) hours.

**Section 2. Earned Days Off.** Members assigned to a 208/28 work schedule shall be afforded one (1) twenty-four (24) hour shift off termed an Earned Day Off (EDO) every fourteenth (14<sup>th</sup>) shift. Newly hired members assigned to a 208/28 work schedule shall not receive an Earned Day Off until such time as the new employee has completed a full 208 hours, 28-day cycle.

**Section 3. Annual Bidding.** A bid process within each shift shall determine the day on which the EDO rotation begins. The bid process will take place in December and the rotation shall begin in January.

**Section 4. Re-Assignment/Re-Bidding.** If a member's shift assignment is changed, he will rebid his EDO. He may pick any shift in the first fourteen (14) provided another member is not already scheduled for an EDO on that day.

**Section 5. EDO Exchange.** Employees can switch EDO's within their respective shifts with the approval of the Fire Chief. EDO trades must be repaid within the EDO cycle and the trade shall not be unreasonably denied.

**Section 6.** The Fire Chief reserves the right to establish the work schedule to which an employee is to be assigned.

**ARTICLE 23**  
**SHIFT TRADING**

**Section 1.** Union members of the Fire Department may be permitted to exchange days or hours of work provided that:

- A. trades are made with the approval of the Fire Chief, or his designee and all requests must be made in writing using a Request for Leave form. If the Fire Chief is unavailable, his designee shall be notified by telephone or by pager of all such trades. Trades must adhere to current OPFDPF trading shifts reporting requirements.
- B. trades shall be at the sole discretion of the Fire Chief or his designee.
- C. members that are on approved exchange of hours, holiday leave or compensatory time off will normally not be assigned overtime on the date(s) of said approved leave or trades.
- D. The trade shall not be unreasonably denied.

**Section 2.** All trades must be paid back as soon as possible, and within the same calendar year in which the trade is made (i.e., by December 31 of the same year that the trade is made).

**ARTICLE 24**  
**SHIFT ASSIGNMENTS/CHANGES**

**Section 1.** The Fire Chief or his designee shall post yearly shift assignments commencing January 1 of each year showing schedule changes from one year to the next.

**Section 2. Shift Adjustments.** A forty-two (42) day notice shall be given prior to regular shift rotations except for emergency situations, which includes but is not limited to covering injuries, medical leaves, military leave, etc.

**Section 3.** Leap day shift split will follow the concept identified below -

2/28 – A-shift - - - - 2/29 – (A)(C)(B) - - - - 3/1 – B-shift

**ARTICLE 25**  
**WAGES**

**Section 1.** Effective the first full pay period following execution, bargaining unit members shall receive a one percent (1.0%) increase to their base annual salary. Effective January 1, 2015, bargaining unit members shall receive an increase of one percent (1.0%). Effective January 1, 2016, bargaining unit members shall receive an increase of one percent (1.0%).

**Section 2. 208 Hours/28 Day Schedule.** Effective the first full pay period following execution, the following pay schedule for members of the Collective Bargaining Unit shall apply, based on the work schedule established in Section 22.1 A of this Agreement.

Classification	2014 (1.0%)		January 1, 2015 (1.0%)		January 1, 2016 (1%)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Fire/EMT Trainee	\$14.72	\$39,911.30	\$14.86	\$40,310.41	\$15.01	\$40,713.52
Fire/Medic Trainee	\$15.59	\$42,281.69	\$15.75	\$42,704.51	\$15.90	\$43,131.55
Fire/Medic	\$16.87	\$45,753.68	\$17.04	\$46,211.21	\$17.21	\$46,673.33
Fire/Medic w/ 1 year	\$17.98	\$48,758.84	\$18.16	\$49,246.43	\$18.34	\$49,738.89
Fire/Medic w/ 3 years	\$19.93	\$54,058.93	\$20.13	\$54,599.52	\$20.33	\$55,145.51
Fire/Medic w/ 7 years	\$20.74	\$56,242.91	\$20.95	\$56,805.34	\$21.16	\$57,373.39
Shift Supervisor	\$22.81	\$61,867.22	\$23.04	\$62,485.89	\$23.27	\$63,110.75
Lieutenant	\$24.52	\$66,507.25	\$24.77	\$67,172.32	\$25.02	\$67,844.04

**Section 3. 40-Hour Fixed or Flex Schedule.** Effective upon execution, the following pay schedule for members of the Collective Bargaining Unit shall apply based on the work schedule established in Section 22.1 B of this Agreement.

Classification	2014 (1.0%)		January 1, 2015 (1.0%)		January 1, 2016 (1%)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Fire/EMT Trainee	\$19.19	\$39,911.30	\$19.38	\$40,310.41	\$19.57	\$40,713.52
Fire/Medic Trainee	\$20.33	\$42,281.69	\$20.53	\$42,704.51	\$20.74	\$43,131.55
Fire/Medic	\$22.00	\$45,753.68	\$22.22	\$46,211.21	\$22.44	\$46,673.33
Fire/Medic w/ 1 year	\$23.44	\$48,758.84	\$23.68	\$49,246.43	\$23.91	\$49,738.89
Fire/Medic w/ 3 years	\$25.99	\$54,058.93	\$26.25	\$54,599.52	\$26.51	\$55,145.51
Fire/Medic w/ 7 years	\$27.04	\$56,242.91	\$27.31	\$56,805.34	\$27.58	\$57,373.39
Shift Supervisor	\$29.74	\$61,867.22	\$30.04	\$62,485.89	\$30.34	\$63,110.75
Lieutenant	\$31.97	\$66,507.25	\$32.29	\$67,172.32	\$32.62	\$67,844.04

**Section 4. OPDFD Contributions.** All members of the Collective Bargaining Unit shall have their individual contributions to the Police and Fire Disability and Pension Fund deducted from their wages on a pre-tax basis, subject to the rules of the Internal Revenue Service, the laws of the State of Ohio, and the rules and regulations of the Pension Fund Board.

**Section 5. Direct Deposit.** All members of the Collective Bargaining Unit shall have their checks directly deposited into an account or accounts as determined by the member.

## ARTICLE 26 CALLBACK/OVERTIME

**Section 1. Callback.** Callback duty is defined as a return to duty status while being off duty for the purpose of filling shifts, responding to emergency calls, staff or officers meetings required or approved by the Fire Chief, training required approved by the Fire Chief, public relations

programs required or approved by the Fire Chief, and other duties performed as required or approved by the Fire Chief.

**Section 2. Overtime/Callback Rate of Pay for 208 Hours/28-Day Schedule.**

Callback/Overtime hourly pay rate for bargaining unit members on Schedule (A) defined in Article 22 shall be:

	2014	Effective January 1, 2015	Effective January 1, 2016
	Overtime Hourly	Overtime Hourly	Overtime Hourly
Fire/EMT Trainee	\$22.08	\$22.29	\$22.52
Fire/Medic Trainee	\$23.39	\$23.63	\$23.85
Fire/Medic	\$25.31	\$25.56	\$25.82
Fire/Medic w/ one year	\$26.97	\$27.24	\$27.51
Fire/Medic w/ three years	\$29.90	\$30.20	\$30.50
Fire/Medic w/ seven years	\$31.11	\$31.43	\$31.74
Shift Supervisor	\$34.22	\$34.56	\$34.91
Lieutenant	\$36.78	\$37.16	\$37.53

**Section 3. Overtime/Callback Rate of Pay for 40 Hour Fixed or Flex Schedule.**

Callback/Overtime hourly pay rate for bargaining unit members on Schedule (B) defined in Article 24 shall be:

	2014	Effective January 1, 2015	Effective January 1, 2016
	Overtime Hourly	Overtime Hourly	Overtime Hourly
Fire/EMT Trainee	\$28.79	\$29.07	\$29.36
Fire/Medic Trainee	\$30.50	\$30.80	\$31.10
Fire/Medic	\$33.00	\$33.33	\$33.66
Fire/Medic w/ one year	\$35.16	\$35.52	\$35.87
Fire/Medic w/ three years	\$38.99	\$39.38	\$39.77
Fire/Medic w/ seven years	\$40.56	\$40.97	\$41.37
Shift Supervisor	\$44.61	\$45.06	\$45.51
Lieutenant	\$47.96	\$48.44	\$48.93

**Section 4. Callback List for Shift Fill.** A callback list of bargaining unit members for shift-fill overtime will be maintained. The Fire Chief may choose to utilize full-time personnel to fill shift vacancies.

**Section 5. Callback while on Leave.** Members on leave are permitted to return to duty status for answering emergency or non-emergency call-back requests as recalled by the Fire Chief or his designee, but not for shift fill.

**Section 6. Minimum Callback for Emergencies.** An employee answering a callback for an emergency alarm shall receive a minimum of one (1) hour for the callback. Thereafter, the time will be rounded up to the next one-quarter (1/4) hour. The member shall designate whether the time is to be taken in pay or banked as compensatory time when the member processes his or her hours worked for the pay period. The first hour of callback time taken in pay will be paid at double time of the member's regular base hourly rate. Callback time after the first hour will be paid at the member's regular overtime rate. Callback time banked as compensatory time will be banked at the rate of time and one-half of the hours worked.

- A. **Minimum Payments for Callback.** Overtime that results from a call that runs over the end of a scheduled shift shall be compensated to the nearest one-quarter (1/4) hour.
- B. **Minimum Payments for Early Reporting.** Overtime that results from the employee coming to work within one (1) hour of the start of his shift will be compensated for the amount of time on the alarm until the shift starts, rounded to the nearest one-quarter (1/4) hour.

**Section 7. Release from Callback Duty.** A bargaining unit member will be released from the callback when the on-duty crews are back in the Township.

## **ARTICLE 27** **RULES FOR OVERTIME SHIFT FILL**

**Section 1.** There shall be two types of overtime shift fill: offered and mandated.

**Section 2.** Overtime shift fill may be offered to employees when the Fire Chief feels that additional on-duty personnel may be needed.

**Section 3.** Mandated overtime shift fill shall only be used when manning drops below minimum as described in this Agreement. The shift must be offered to bargaining unit members prior to the shift being mandated.

**Section 4.** Bargaining unit members shall receive the overtime rate as established in Article 25 of this Agreement for all hours worked while on offered overtime.

**Section 5.** Overtime that is offered will be given to the member wishing to work who has the least number of shift-fill overtime hours for the year. A Shift-fill Overtime list will be created to track the hours that each member works while on overtime shift-fill. The list will read from the member with the least number of hours to the member with the most number of hours. The list will be reset annually according to seniority with the most senior member at the top of the list and the least senior at the bottom. The list will be maintained by the Union and an updated list will be forwarded to the Fire Chief.

**Section 6. Mandatory Overtime.** Except for emergencies, overtime being mandated will be given to the member who is next on the Mandate List. The list will be created based on seniority with the most senior member at the bottom and the least senior at the top. The mandate list will be maintained by the Union and an updated list will be forwarded to the Fire Chief.

**Section 7. Out of Classification Payments/Supervisor Shift Fill.** If the shift Supervisor or Lieutenant is on leave, his position will be filled by a bargaining unit member on duty on that shift. The member will be selected by the Chief or his designee, provided said member has at least three (3) years experience as a full-time firefighter and has completed supervisor orientation. If a fire medic is filling for a shift Supervisor or Lieutenant, he will receive one dollar (\$1.00) per hour less than the top rate of pay for the position which he fills. If a Shift Supervisor or Lieutenant is filling in a shift for another Shift Supervisor or Lieutenant, he will assume the role of his position rather than another bargaining unit member.

## **ARTICLE 28** **LONGEVITY PAY**

**Section 1.** All bargaining unit members shall be entitled to additional compensation for longevity as described in this article.

**Section 2.** A bargaining unit member shall earn seven dollars (\$7.00) per month additional compensation for each year of continuous full-time employment with the Township in excess of five (5) years beginning with his current full-time date, with a maximum additional compensation of one hundred dollars (\$100.00) per month.

**Section 3.** Payment will be made once a year in the first payroll of December. Said payment shall be made with a separate check specific to Longevity Compensation.

## **ARTICLE 29** **CLOTHING**

**Section 1. Annual Allowance.** An on-duty clothing allowance shall be set at seven hundred dollars (\$700.00) annually. Payment shall be made by April 1 of each year in the amount of the clothing allowance.

A newly hired bargaining unit member who did not serve as a part-time firefighter for the Township shall be issued two complete daily uniforms at the time of hire. See Appendix A. If such newly hired member is hired after March 31 of the year, the payment of clothing allowance shall be prorated based upon the calendar year.

**Section 2. Policy Compliance.** The uniform allowance shall be used to purchase items that comply with the department's uniform policy.

**Section 3. Policy Changes.** The Township agrees if a change to the uniform policy occurs requiring purchase of uniforms more restricted to use by members, the Township will pay for the cost of uniforms over the per annum uniform allowance set forth in this Agreement, due to the change in policy.

**Section 4. Uniform Damage.** If a uniform item is damaged beyond repair in the line of duty, excluding loss by normal wear and neglect by the member, the said uniform item shall be replaced at the expense of the Township.

**Section 5. Replacement Due to Wear.** If a uniform item needs replaced due to normal wear or neglect by the member, the said uniform item shall be replaced at the expense of the member's clothing allowance.

**Section 6. Employer Provided Uniforms.** All uniforms purchased by the Township and distributed by the Fire Chief, shall remain, at all times, the sole and exclusive property of the Township.

**Section 7. Employer Provided Equipment.** The Township agrees to provide each member fire fighting gear. The gear is separate and not related to the uniform allowance. The following equipment will be furnished, replaced, and maintained as necessary by the Township. All equipment shall be purchased and distributed at the discretion of the Fire Chief. All such equipment shall remain, at all times, the sole and exclusive property of the Township. Issued equipment and supplies shall consist of:

1. 2 Cairnes, traditional style helmets (on determination of replacement)
2. 2 nomex® hoods;
3. 2 fire bunker coats;
4. 2 fire bunker pants with suspenders;
5. 2 pair bunker boots; the employee may choose leather;
6. 4 pair gloves;
7. 1 personal SCBA face piece;

All above listed equipment will meet or exceed current NFPA specifications.

**Section 8.** Each member shall take due regard at training sessions not to damage gear.

**Section 9. Personal Equipment.** Each member may purchase, carry and use additional tools or equipment, which are not supplied by the Township, at his own expense. Said equipment will be the sole responsibility of the member.

### **ARTICLE 30** **MEDICAL AND LIFE INSURANCE**

**Section 1. Contributions.** The Township will offer to bargaining unit members a hospitalization plan including dental and vision coverage, as selected through the insurance committee or otherwise provided under the terms of this article. The bargaining unit member's contribution will be calculated on an annual basis and divided among the biweekly pay periods. Effective the first pay period after execution of the Agreement, the Employer and its employees shall contribute the following monthly amounts for coverage under the Township's insurance plan:

	<b><u>Township</u></b>	<b><u>Employee</u></b>	<b><u>Total Contribution</u></b>
Single Contribution	\$443.37	\$13.71	\$ 457.08
Employee/Child(ren)	\$770.32	\$27.94	\$ 798.26
Employee/Spouse	\$957.62	\$39.90	\$ 997.52
Family Contribution	\$1,360.52	\$64.11	\$1,424.63

Should the plan costs exceed the total contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation. Should the committee select a plan that is less than the Total Contribution amount identified above, the Employer agrees that fifty percent (50%) of the amount below the Total Contribution may be allocated by the Committee back towards employee premium contributions, HSA funding if applicable, or other insurance related purposes.

**Section 2. Insurance Committee/Insurance Changes.** The Union agrees that the Township may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and one (1) or two (2) representatives of the Board of Trustees, whichever is necessary to achieve an odd number. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 1 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels, and if there is an increase in the cost of the plan above the levels set forth in Section 1 of this article, pass that increase along to the parties.

**Section 3. Committee Recommendations.** Recommendations of the committee cannot be unilaterally changed by the Township. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by fifteen (15) days before the renewal date for the following plan year, the Township may unilaterally adjust the benefit levels if required to stay within the total base contribution costs set forth in Section 1. If the committee is going to recommend that the Township go out for bid for the following year, the committee must provide the Township with the necessary information by ninety (90) days preceding the plan year for which bids are taken.

**Section 4. Life Insurance.** Life insurance shall be provided to the bargaining unit members in the amount of thirty thousand dollars (\$30,000); and the spouse of a member in the amount of seventy-five hundred dollars (\$7,500); and, for each dependent of a member in the amount of twenty-five hundred dollars (\$2,500).

**Section 5. Supplemental Life Insurance.** The Township through its provider agrees to offer supplemental life insurance to members and their dependents. This offer is at the employee's expense only through payroll deduction and the coverage shall be at five thousand dollar (\$5,000) increments.

**Section 6. Section 125 Plan.** As soon as possible, after ratification of this Agreement, the Township will establish a Section 125 plan pursuant to IRS regulations for pre-tax employee premiums and/or a dependent care reimbursement account.

### **ARTICLE 31** **HOLIDAYS**

**Section 1.** The following days shall be designated as holidays for employees:

1. New Years Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Years Eve

**Section 2.** Bargaining unit members shall receive one hundred thirty-five dollars (\$135.00) per holiday regardless of whether the employee is scheduled to work the holiday or not.

**Section 3.** Holiday pay under this section shall be earned and paid as each holiday passes.

**Section 4.** Bargaining unit members who are on a 24/48 work schedule shall be regularly scheduled to work holidays that fall on their duty day. Bargaining unit members on 24/48 work schedules and who are scheduled to work a holiday, and actually work the holiday, shall receive one-half (1/2) hour of overtime (in addition to the member's hourly rate) for each hour of the holiday worked.

**Section 5.** Bargaining unit members who are on a 40-hour work schedule shall be regularly scheduled off for holidays that fall on their duty day. If required by the Fire Chief or his designee to work a holiday, the employee under this work schedule shall be paid their hourly rate plus their overtime rate (or double time and one-half) for all hours worked on the holiday.

**Section 6.** Any bargaining unit member taking leave on a holiday shall receive compensation for his leave request only and will forfeit compensation as provided by Section 2 of this Agreement.

**Section 7.** Any bargaining unit members scheduled to work a holiday on overtime shall receive their hourly rate plus their overtime rate for each hour worked.

**Section 8.** The holiday will start at 0800 hours and end the next day at 0800 hours (that is, New Year's Day will be recognized at January 1 at 0800 hours and will end January 2 at 0800 hours).

**ARTICLE 32**  
**VACATION**

**Section 1.** Each bargaining unit member shall receive paid vacation to be earned in one calendar year and taken in the subsequent calendar year in such manner as herein provided upon completion of:

24/48 – Schedule:

After 1 year through (6) years of service	5 - 24-hour days – 120 hours
(7) through (12) years of service	8 - 24-hour days – 192 hours
(13) through (18) years of service	10 - 24-hour days – 240 hours
(19) through (23) years of service	13 - 24-hour days – 312 hours

40-hour Schedule:

After 1 year through (6) years of service	10 - 8-hour days – 80 hours
(7) through (12) years of service	15 - 8-hour days – 120 hours
(13) through (18) years of service	20 - 8-hour days – 160 hours
(19) through (23) years of service	25 - 8-hour days – 200 hours

**Section 2.** Vacation for partial years of service shall be pro-rated.

**Section 3.** Vacation benefits are subject to the following computations and rules:

- A. Vacation requests shall be made from January 1 to March 31. If more than one request is made by a member of the bargaining unit for the same date or should an overlap occur, preference for selection shall be based on seniority as defined in this Agreement. Any vacation requests made after March 31 shall be honored by the Fire Chief based on a first come, first serve basis, provided the Chief can provide acceptable shift coverage. The Fire Chief may impose a one-member limit for vacation scheduling. In addition, a member may not use vacation leave on a day when another member is off work on an EDO except with the approval of the Fire Chief or his designee.
- B. In the event of the death of a member while still employed, unused vacation pay shall be paid pursuant to Ohio Revised Code section 2113.04 to his spouse, any one or more of his children eighteen (18) years of age or older, or to his mother or father, with preference being given in the order stated.
- C. Vacation days will be included in the computation of hours worked for overtime purposes.

**Section 4.** The employee may carry over ten (10) days of earned accumulated vacation each year of this Agreement. If the bargaining unit member elects to be paid for his vacation time, it

shall be paid at the rate in effect at the time it is taken. If the employee chooses to cash out any vacation time, he must notify the Fire Chief and the Township Fiscal Officer in writing.

**ARTICLE 33**  
**PERSONAL DAYS**

**Section 1.** Each bargaining unit member shall receive two (2) personal days per calendar year. Request for a personal day will be at the discretion of the member upon seventy-two (72) hours prior notice to the Fire Chief. An emergency request for a personal day (less than seventy-two [72] hours notice) shall not be unreasonably withheld. Personal days are not to be accumulative and must be used by the end of the calendar year.

**ARTICLE 34**  
**SICK LEAVE**

**Section 1.** The Township shall provide sick leave with pay for all fire department bargaining unit members.

**Section 2. Accumulation/Cap.** Each bargaining unit member shall be credited with sick leave in accordance with the following schedule:

<b>Work Schedule</b>	<b>Amount of Sick Leave Credited per each Completed Month of Service</b>	<b>Maximum accumulation of unused sick leave</b>
24/48	1.25 days (30 hours)	2,920
40 hour work week	1.25 days (10 hours)	2,080

**Section 3. Usage.** Sick leave shall be charged to the member only upon approval of the Fire Chief for the following reasons:

- A. The illness, injury or pregnancy of the immediate family member or a medical emergency, including pregnancy of his/her immediate family, where the member's presence is required.
- B. Exposure of a member to a contagious disease so that the presence of the member at his/her job would jeopardize the health of the other employees.

Immediate family is defined as spouse, parents, child, step-child residing in household, for purposes of this article.

**Section 4. Schedule Changes.** Any bargaining unit member whose work schedule is changed by Management shall carryover all his hours accumulated under his previous work schedule.

**Section 5. Documentation.** A 24/48 employee absent two (2) consecutive shifts (tours of duty) shall submit a physician's certificate of illness or injury. A 40-hour employee absent three (3) consecutive shifts shall submit a physician's certificate.

**Section 6. Employer Required Exam.** The Township Board of Trustees reserves the right to have any employee alleging illness or injury to submit to a physical examination or examinations at the Trustees' sole discretion and the Township's expense.

**Section 7. Excessive Usage/Patterned Absence.** Should a pattern develop whereby any bargaining unit member is reporting off sick on certain days or times (e.g., continually ill the day before or after his/her regular duty shift, ill on holidays, etc.), or the bargaining unit member has more than five (5) separate occurrences of absence within a rolling twelve (12) month period, then that bargaining unit member's sick leave shall be subject to review by Management.

**Section 8.** If, as the result of such review, a bargaining unit member is found to be abusing the privilege of sick leave, he may be required by the Fire Chief to submit a physician's certificate of illness or injury for all claimed sick leave absences. On the job injuries shall be treated in accordance with Article 39 of this Agreement.

**Section 9. Sick Leave Conversion.** Those employees retiring from Township service under an OPFDPF retirement entitled to a payout of sick time hours up to fifty percent (50%) of his/her accrued sick leave up to a maximum of seven hundred twenty (720) hours. Payment for sick leave on this basis shall eliminate all accrued sick leave credits.

## **ARTICLE 35** **COMPENSATORY TIME**

**Section 1.** Bargaining unit members shall be permitted to earn, accumulate, and use compensatory time under the following stipulations:

- A. Compensatory time may be earned by working overtime as established in this Agreement.
- B. In lieu of cash compensation, members may convert the overtime worked, in excess of one (1) consecutive hour, into compensatory time at a rate of one-and-one-half (1 1/2) time.
- C. Members may accumulate a maximum of two hundred forty (240) hours of compensatory time.
- D. Members may use compensatory time in a minimum of one (1) hour increments.
- E. Members shall apply for approval of compensatory time use, using a Request for Leave form, at least seventy-two (72) hours prior to the start of the compensatory time leave.
- F. Approval of compensatory time usage shall be at the sole discretion of the Fire Chief and is based upon the service needs of the department. Requests for compensatory time usage will not be unreasonably denied.
- G. Compensatory time is intended to provide the member a means of banking additional time off-duty in lieu of cash compensation for time worked over the required hours.

H. Compensatory time cashed-in will be paid at the rate in affect at the time it is paid.

**ARTICLE 36**  
**BEREAVEMENT LEAVE**

**Section 1.** Bereavement leave to attend the funeral of any of the following relations to the member: spouse, child, grandchild, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, guardian, brother-in-law, or sister-in-law shall be provided as follows: (a) bargaining unit members assigned to a 24/48 shift shall be entitled to one (1) 24 hour shift; and (b) bargaining unit members assigned to a 40 hour work week shall be entitled to three (3) consecutive work days not to exceed twenty-four (24) work hours.

**Section 2.** An obituary notice may be required for a bereavement leave to be approved.

**Section 3.** Any employee who travels in excess of one hundred (100) miles to attend any of the above listed family member's funeral shall receive eight (8) additional hours of bereavement leave.

**Section 4.** Any employee entitled to leave under this provision may, at the employee's option, take up to two (2) additional calendar days off or one duty day. These days will be deducted from the employee's accumulated sick leave, compensatory time, personal days, vacation, or without pay if none of the listed leave time is available.

**ARTICLE 37**  
**MEMORIAL FUND**

**Section 1.** In the event of an "In the Line of Duty" death to a firefighter within a three hundred (300) mile radius of Springfield Township, two (2) delegates shall be provided an opportunity to attend memorial and/or funeral services as representatives of the Township and Union. The death of the firefighter had to occur while he was actually on-duty.

**Section 2.** Reasonable expenses incurred in attending the services shall be reimbursed in accordance with the terms of the Township Travel Policy. The Union and the Township shall share equally in the payment of reimbursable expenses.

**Section 3.** The Union and the Township shall each select one (1) of two (2) delegates to attend the services.

**ARTICLE 38**  
**JURY DUTY LEAVE**

**Section 1.** Any bargaining unit member who is required to serve on a jury, or any member who, as a result of his official Township duties, is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay.

**Section 2.** Any bargaining unit member who is on trainee status and is called away from work for such duty shall have his training period extended by the same amount of time as required for serving on jury duty.

**Section 3.** A bargaining unit member who receives notice of jury duty or witness service must notify the Fire Chief immediately so arrangements may be made to cover his vacancy.

**Section 4.** The Township reserves the right to request that an employee who is called for jury duty be excused if his absence would create a hardship on the operational effectiveness of the Department.

**Section 5.** The bargaining unit member is responsible to turn over jury or witness fees to the Township, excluding mileage fees.

**Section 6.** Time away from work under this article will not affect the accrual of vacation, sick leave, or personal leave.

**Section 7.** Bargaining unit members who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is accrued vacation or personal leave.

**Section 8.** A bargaining unit member may keep any court payment for services performed during his off-duty time, or while on vacation or personal leave.

**Section 9.** A bargaining unit member shall return to work after completion of the daily jury duty and complete the balance of his regularly scheduled shift. If excused as a juror on any given day, the bargaining unit member shall return to work to complete his scheduled shift.

### **ARTICLE 39** **ON-DUTY INJURY**

**Section 1.** On-duty injuries shall be handled in accordance with the present rules and regulations set up under the Ohio Worker's Compensation laws, provisions of the Ohio Police and Fire Pension and Disability Fund and the policies of Springfield Township. All employees who are injured or who are involved in an accident in the course of their employment shall file an accident report on a form furnished by the Township. No matter how slight the incident, all such injuries shall be reported to the Fire Chief. The employee shall be furnished a copy of any and all accident reports filed by the employee.

**Section 2.** Any employee who may be eligible to participate in the benefits of the Police and Fireman Disability and Pension Fund shall apply for such benefits if a disability will be considered long-term.

**Section 3.** A medical examination shall be required to determine eligibility for disability leave. The Township may request a second opinion evaluation. If a disagreement exists between an employee and the Township's doctor, a third doctor, to be agreed upon by both parties, will

examine the employee and the report of the third doctor shall be final. The Township shall pay the cost of the third examination.

**Section 4.** All work-related injuries or illness shall be reported to the Fire Chief or his designee within twenty-four (24) hours after the employee becomes aware of the injury or illness. Following disability from illness or injury, certification from the attending physician shall be required stating the employee shall be allowed to return to work.

#### ARTICLE 40 DRUG AND ALCOHOL TESTING

**Section 1.** All bargaining unit members shall agree to submit to drug and/or alcohol testing by methods detailed in the following sections.

**Section 2.** Randomly Administered Annual Drug/Alcohol Testing: All bargaining unit members shall consent to randomly administered drug and/or alcohol testing, administered through the Township's contracted testing facility, to ensure that they are free from physically and mentally impairing drugs and alcohol. Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Section 3719.01 of the Ohio Revised Code. Unless otherwise expressly outlined in this article, a bargaining unit member shall not be subjected to testing more frequently than once each calendar year, which runs January 1 through December 31.

**Section 3.** Pre-employment drug/alcohol testing: Drug/alcohol screening/testing shall be conducted as part of the pre-employment testing process for full time employees. Testing under this section shall not be considered the annual test for an employee.

**Section 4.** Positive test: An employee that tests positive under the provisions of this Agreement shall complete a second test to confirm the results. The employee may, within twenty-four (24) hours of receiving the results, have a third test done to confirm the results, at a lab of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests.

If a positive test result is confirmed under this Agreement, the bargaining unit member shall be subject to disciplinary action.

**Section 5.** Reasonable Suspicion Drug/Alcohol Testing: Bargaining unit members further consent to drug and alcohol testing when there is a reasonable basis to believe that an employee is using or abusing alcohol or drugs based upon specific, objective facts and reasonable inferences drawn from these facts, which may be based on, but are not limited to, any of the following:

- A. A serious workplace injury to an employee or another person, the cause of which is otherwise unexplained;

- B. A traffic accident occurring while the employee is operating a vehicle on duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved;
- C. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, dilated pupils or bloodshot eyes, odor of alcohol or marijuana, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;
- D. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.,) which appears to be related to substance abuse and does not appear to be attributable to other factors;
- E. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking; and
- F. A report of alcohol or other drug use provided by a reliable and credible source.

**Section 6.** In the event an employee would test positive, while on duty, the employee shall consent to a second test to confirm the results. The employee may, within twenty-four (24) hours of receiving the results of the second test have a third test done to confirm the results, at a lab of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests. Once the positive test results are confirmed, the employee shall be subject to disciplinary action.

**Section 7.** Employee Confession of Drug/Alcohol Dependency: The Township will work to rehabilitate the employee, if prior to being subjected to testing, the employee comes forward and provides Management with a written statement confessing they have a drug or alcohol dependency problem. The Township along with the employee will work to obtain admission to a rehabilitation or detoxification program determined appropriate by the Township's physician. The program may be covered by the employee's health insurance program.

The Township shall incur no expense in this rehabilitation beyond that covered by the Township's insurance carrier. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the detoxification program.

**Section 8.** Once cleared for re-instatement by the detoxification program director and the Township's chosen physician, the employee shall resume full duties at a like-position to the one held by the employee prior to the medical leave. Once reinstated under this section, the employee shall be subject to random testing at a frequency of not more than once every thirty (30) days, for a period up to three hundred sixty-five (365) days, to ensure there is no reoccurrence of illegal drug or alcohol usage.

**Section 9.** Employees for random testing shall be selected by a random method determined by Management. Employees shall be sent while on-duty for their random testing and shall incur no loss of pay for their attendance.

**Section 10.** The Township shall pay for the cost of drug/alcohol testing required by Management under this article.

**Section 11.** Testing under this article shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings against the affected employee nor shall the results of the tests be released to a third party.

**Section 12.** Any employee authorized to enter a rehabilitation or detoxification program under this article shall not lose any seniority or benefits should it be necessary that he take a medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 13.** If an employee has not voluntarily submitted to a rehabilitation or detoxification program under Section 7, and tests positive for the use of illegal drugs and/or alcohol, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to immediate dismissal.

**Section 14.** For purposes of implementing the provisions of this article, each bargaining unit member shall be required to execute medical release forms for the Township to obtain the results of the drug screening testing provided for in this article. Said releases shall be executed upon meeting eligibility of membership to the bargaining unit. Executed releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results, unless otherwise required by laws with regard to communicable diseases or with the employee's written permission. No other medical finding may be released without the express written permission of the employee, except that without a release from the employee, the Township may disclose information pertaining to an employee's drug testing to a decision-maker in a grievance or other proceeding initiated by or on behalf of an employee and arising from the results of a drug test. Failure to execute a medical release form shall result in disciplinary action up to and including termination of employment.

## **ARTICLE 41** **MINIMUM STAFFING**

**Section 1. Core Personnel.** The parties agree that the Springfield Township Board of Trustees shall maintain a Fire Department with the core staffing level for full-time personnel of twelve (12) bargaining unit members, with four (4) members scheduled for each shift.

**Section 2. Daily Staffing.** The Township shall maintain a minimum of three (3) employees on-duty for the purpose of answering alarms.

**Section 3. Waiver.** In the event that the Employer is in fiscal watch, fiscal emergency, or otherwise forced to institute a reduction in force for financial reasons, the core personnel, vacancy filling, and shift strength provisions shall be waived. However, in such an event, no

non-union employees shall be scheduled to work shift-fill so long as a full-time bargaining unit member is on layoff status.

**Section 4. Vacancies.** In the event that the core staffing level permanently drops below twelve (12), the Employer agrees to fill the vacancy within ninety (90) calendar days. The parties agree to treat vacancies resulting from a disability retirement under OPFDF as permanent and fill such vacancies in accordance with this provision; however, in the event that the departed employee returns from OPFDF disability, any displacement that occurs shall not require the Employer to cease using part-time personnel prior to initiating the resulting reduction.

**ARTICLE 42**  
**GENERAL LIABILITY AND MALPRACTICE INSURANCE**

**Section 1.** Liability insurance and malpractice insurance or equivalents, such as self-insurance, insurance pools, etc., will be provided for every bargaining unit member in the Fire Department by the Township.

**Section 2.** If the Township's liability or malpractice insurance is canceled for reasons beyond the control of the Township, the Township will make every effort to provide alternate protection.

**Section 3.** The Township, within thirty (30) days of the signing of this Agreement shall provide the Union a copy of the liability policy as it applies to this section at the time of renewal of that policy or at the change of carriers for that policy.

**Section 4.** A current copy of the policies "Coverage Summary" shall be provided to the Union each year and shall be used to update Appendix-B of this Agreement.

**ARTICLE 43**  
**PERSONAL VEHICLE USE**

**Section 1.** When an employee of the Fire Department is required to travel in the performance of his duties, he may utilize a Township-supplied vehicle if one is available and approved by the Fire Chief.

**Section 2.** Should a vehicle not be available, the employee may be required to use his personal vehicle, and he shall be reimbursed for tolls, parking fees, and mileage at the established Internal Revenue Service or State of Ohio rate which ever is higher.

**Section 3.** Reimbursement rate will be determined in January of each year and the highest rate used for the duration of the calendar year.

**Section 4.** The distance of travel shall be measured from the fire station. An expense sheet indicating the mileage traveled and purpose of travel shall be given to the Fire Chief for his approval and submittal to the Township Fiscal Officer for payment.

**ARTICLE 44**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** The Union expressly recognizes that any strike by bargaining unit members is in violation of Section 4117 of the Ohio Revised Code. If bargaining unit members engage in a strike or any other interruption of work, said bargaining unit members would be subject to immediate termination. If a grievance is filed by a bargaining unit member for his termination for violation of this article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct violating this article. If it is determined that the conduct occurred, the discipline imposed by the Township will not be altered. Furthermore, it is recognized that the Township has the right to seek an injunction against the strike in the Summit County Court of Common Pleas. The Union recognizes that in accordance with Ohio Revised Code Section 4117 that the Union or its members cannot rely upon any alleged unfair labor practice by the Township in support of any strike activity.

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

**ARTICLE 45**  
**DURATION**

**Section 1.** This Agreement shall be effective January 1, 2014, through December 31, 2016. Upon giving a timely notice to negotiate, the parties shall meet and negotiate in accordance with the statutory provisions of Chapter 4117 of the Ohio Revised Code (ORC).

**Section 2.** Notwithstanding the scheduled statutory period for negotiations, if both parties agree, they may commence negotiations no sooner than one hundred eighty (180) days prior to the expiration of the Agreement, in an effort to resolve all issues voluntarily prior to the scheduled start of the negotiation process.

**SIGNATURE PAGE**

We the undersigned, hereby agree to this contract between the Springfield Township Fire Fighters, IAFF Local 3040 AFL-CIO, CLC and the Trustees of the Township of Springfield, Summit County, Ohio.

**FOR THE SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES, SUMMIT  
COUNTY, OHIO**

**FOR THE SPRINGFIELD TOWNSHIP  
FIREFIGHTERS LOCAL 3040, IAFF,  
AFL-CIO, CLC**



Deborah H. Davis, Trustee



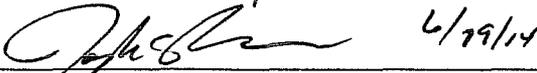
Kevin Atkinson, President



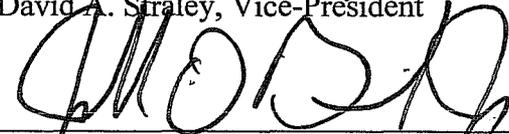
Dean Young, Trustee



David A. Straley, Vice-President



Joe DiLauro, Trustee



Joe Burnside, Secretary-Treasurer



Victor A. Wincik, Fire Chief



Robin L. Bell, Chief Negotiator  
Clemans, Nelson, & Associates

APPENDIX A  
SENIORITY LIST

## APPENDIX A

### FULL-TIME SENIORITY LIST

<b>BARGAINING UNIT MEMBER</b>	<b>ACTUAL FULL-TIME HIRE DATE</b>	<b>PART-TIME SERVICE CREDIT</b>	<b>EFFECTIVE SENIORITY HIRE DATE</b>
Brian White	May 21, 1998	0 months	May 21, 1998
Dane Zickefoose	April 21, 2000	0 months	April 21, 2000
Dan Chapman	April 21, 2000	0 months	April 21, 2000
Dave Straley	April 6, 2001	0 months	April 6, 2001
Mike Ward	April 6, 2001	0 months	April 6, 2001
Bruce George	January 21, 2004	0 months	January 21, 2004
Shawn DeWolf	September 27, 2006	0 months	September 27, 2006
Joe Burnside	August 29, 2007	0 months	August 29, 2007
Kevin Atkinson	August 29, 2007	0 months	August 29, 2007
Luke Ricketts	January 16, 2008	0 months	January 16, 2008
Steve Schultz	June 3, 2011	0 months	June 3, 2011
Michael Marias	September 5, 2013	0 months	September 5, 2013

*Revised - September 18, 2013*

APPENDIX B  
COVERAGE SUMMARY

Proposal for:  
Springfield Township, Summit County

03/03/14 to 03/03/15

Local Representative:  
James V. Zuccaro  
5170 Darrow Road  
Hudson, OH 44236-4004  
330-656-1550

Member Marketing & Service:  
James DeLucas  
Burnham & Flower of Ohio  
6500 Taylor Road  
Blacklick, OH 43004  
614-861-1478 or 800-748-0554

Administered & Underwritten by:  
American Risk Pooling Consultants (ARPCO)

Ohio Township Association Risk  
Management Authority (OTARMA)



# *Broadest Coverage Document in Ohio*

## OTARMA provides coverage to and for the following:

### Broad definition of a member which includes:

- Any member of your governing body
- Any member of your boards or commissions
- Any elected or appointed official
- Any employee acting within the scope of their employment
- Any volunteer or student who performs a service for you at your request

Legal Liability – Third Party Claims- \$6,000,000. Limit / \$5,000. Deductible

#### Applies to claims alleging:

- Bodily Injury – including death
- Property Damage
- Personal Injury & Advertising Injury

Wrongful Acts (Public Officials) Liability \$6,000,000. Limit / \$10,000. Deductible

- Causing monetary loss
  - Wrongful Act Wrongful Act means any actual or alleged error or misstatement, act of omission, neglect or breach of duty, including malfeasance, misfeasance or nonfeasance, but excluding willful misconduct criminal conduct, fraud or malicious acts.

Law Enforcement Liability \$6,000,000. Limit / 10,000. Deductible

- Operations

Automobile \$6,000,000. Limit / 0. Deductible

- Bodily Injury & Property Damage Liability
- Hired & Non-Owned Liability
- Physical Damage Coverage

Real & Personal Property Total Insured Value: \$7,019,080.

- Blanket Coverage
- Buildings & Personal Property
- Miscellaneous Equipment
- Electronic Data Processing Equipment
- Fine Arts
- Equipment Breakdown
- Dishonesty

**LEGAL LIABILITY – THIRD PARTY CLAIMS**

Per Occurrence Limit	\$6,000,000.
Annual Aggregate	None
Deductible	\$5,000.
Employee Benefit Liability Limit	\$1,000,000. \$1,000. Deductible
Good Samaritan Limit	\$6,000,000. Each Action
Medical Expenses – Other than Automobile	\$5,000.
Injunctive Relief	\$50,000.
Broad Legal Defense Fund	\$5,000. Each Claim \$5,000. Aggregate
Moral Obligation To Pay	\$2,500. Aggregate
Medical Malpractice	\$6,000,000.
Pollution Liability – Sewer Backup	\$1,000,000 Each Occurrence \$1,000,000 Aggregate \$5,000. Deductible
Underground Storage Tanks	\$55,000. Each Occurrence \$55,000. Aggregate \$0. Deductible
Cyber Liability	Included
Fire Department Pollution Coverage	\$500,000. Each Occurrence \$500,000. Aggregate
Pollution Liability – Fire Dept. Training Activities	Included
Host Liquor Liability	Included
Fellow Employee Liability	Included
Special Events Liability <i>(excludes some activities)</i>	Included
Employer’s Liability (Stop Gap)	Included

**WRONGFUL ACTS COVERAGE**

<b>Per Occurrence Limit</b>	<b>\$6,000,000.</b>
<b>Annual Aggregate</b>	<b>None</b>
<b>Deductible</b>	<b>\$10,000.</b>
<b>Employment Practices Liability</b>	<b>Included</b>
<b>Zoning Liability</b>	<b>Included</b>

**LAW ENFORCEMENT OPERATIONS**

<b>Per Occurrence Limit</b>	<b>\$6,000,000.</b>
<b>Annual Aggregate</b>	<b>None</b>
<b>Deductible</b>	<b>\$10,000.</b>

## AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

Per Occurrence Limit	\$6,000,000.
Annual Aggregate	None
Deductible	\$0.
Hired & Non-owned Automobile Liability	Included
Medical Expenses	\$1,000.
Uninsured/Underinsured Motorists	\$100,000.
Covered Pollution Cost or Expense for Automobiles	\$6,000,000.
Commandeered Property	\$250,000.
Freezing of Equipment	\$25,000.
Deductible Reimbursement	Actual Cost
Property in an Unattended Vehicle	\$500.
Recertification	Actual Cost
Rental Reimbursement	\$500. per day / \$25,000. Maximum Annual Aggregate
Rental Vehicle Agreement	\$2,500. Per Expense
Vehicle Lease Gap Coverage	\$10,000.
Comprehensive	\$See Current Statement of Values Deductible
Collision	\$See Current Statement of Values Deductible

**REAL AND PERSONAL PROPERTY**

Blanket Real & Personal Property Limit	\$5,915,300.*
Deductible	\$500.
Replacement Cost	Included*
Coinsurance Clause	N/A*
Accounts Receivable	\$250,000.
Arson Reward	\$5,000.
Cemetery Property	\$5,000. Per Cemetery
Debris Removal	\$250,000.
Earnings	\$100,000.
Errors & Omissions	\$500,000.
Extra Expense	\$100,000.
Fire Department Service Charge	Actual Cost
Gutters & Downspouts	Limited Coverage Included
Money & Securities	\$10,000.
Newly Acquired /Constructed Buildings	\$2,000,000.
Off Premises Services	\$25,000.
Ordinance or Law	\$250,000.
Outdoor Property	\$1,000 any one tree, shrub or plant \$100,000. Annual Aggregate
Paved Surfaces	\$50,000.
Preservation of Property	\$250,000.
Sewer Backup	\$25,000.
Transit	\$100,000.
Valuable Papers & Records	\$250,000.
Volunteers Personal Effects	\$2,500. / No Deductible
Water Damage	\$25,000.

*\*unless otherwise noted on your statement of values.*

### EQUIPMENT BREAKDOWN

Total limit per one breakdown	\$5,915,300.
Deductible	\$500.
Data or Media	\$25,000.
Diagnostic Equipment	\$5,000.
Electrical Surge & Electrical Disturbance	\$100,000.
Hazardous Substance	\$100,000.
New Acquired Locations	\$2,000,000.
Ordinance or Law	\$250,000.
Spoilage	\$25,000.
Service Interruption	\$100,000.
Water	\$100,000.

### MISCELLANEOUS PROPERTY (INLAND MARINE)

Limit	\$977,642.
Deductible	\$250.
Replacement Cost	Included
Newly Acquired Property	\$50,000.
Rental Reimbursement	\$500. per day / \$25,000. Annual Aggregate

**ELECTRONIC DATA PROCESSING EQUIPMENT**

<b>Hardware Limit</b>	<b>\$126,138.</b>
<b>Software Limit</b>	<b>\$Included</b>
<b>Deductible</b>	<b>\$250.</b>
<b>Computer Virus</b>	<b>\$50,000.</b>
<b>Extra Expense</b>	<b>\$50,000.</b>
<b>Software in Storage</b>	<b>\$50,000.</b>

**DISHONESTY**

<b>Dishonesty Limit</b>	<b>\$5,000. / \$0. Deductible</b>
<b>Securities Limit</b>	<b>\$5,000. / \$0. Deductible</b>

**CONTRIBUTION SUMMARY**

The following benefits are being offered. Schedules and Statements of Value are included as supplemental documents at the back of the proposal.

<u>Benefit:</u>	<u>Contribution:</u>
Legal Liability - Third Party Claims Benefit	Included
Wrongful Acts Benefit	Included
Law Enforcement Operations Benefit	Included
Automobile Liability and Physical Damage Benefit	Included
Real & Personal Property	Included
Equipment Breakdown Benefit ( <i>Power Generating Equipment Excluded</i> )	Included
Miscellaneous Property (Inland Marine)	Included
Electronic Data Processing Equipment	Included
Dishonesty	Included
Bonds	Included
<hr/>	
<b>Total Contribution:</b>	<b>\$89,363.00</b>
C.D.L. Credit	(625.00)
MVR. Credit	(0.00)
<hr/>	
<b>Total Amount Due:</b>	<b>\$88,738.00</b>

**OPTIONS:**

Increased Liability Limits to \$7,000,000	\$1,093
Increased Liability Limits to \$8,000,000	\$2,121
Increased Liability Limits to \$9,000,000	\$3,151

This proposal is valid for sixty (60) days

APPENDIX C  
ARTICLE 29, CLOTHING

The following items shall be issued to newly hired employees who have not previously worked as a part-time firefighter for the Township in accordance with Article 29, Clothing.

Two pairs of pants  
Two work shirts  
Belt  
Duty Boots  
Six (6) Duty T-Shirts  
EMS Coat

**SIDE AGREEMENT**  
**ONE-TIME LUMP SUM PAYMENT**

In consideration of the parties mutually resolving this matter without necessity of utilizing the statutory dispute resolution procedures and in consideration of the other modifications agreed upon by the parties, each member of the bargaining unit shall receive a one time lump sum payment in the amount of three hundred and seventy-five dollars (\$375.00).

**LETTER OF UNDERSTANDING**  
**LUMP SUM PAYMENT OF RETROACTIVE EQUIVALENT**

The parties agree that a one-time lump sum payment equivalent to a one percent pay increase for hours worked retroactive to January 1, 2014, shall be made to members of the bargaining unit.

Said payments shall be considered as earnable salary for Ohio Police and Fire Pension purposes and shall be subject to all applicable deductions.