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# BLOOM TOWNSHIP

## FAIRFIELD COUNTY, OHIO

## "AGREEMENT"

BLOOM TOWNSHIP TRUSTEES

AND

BLOOM TOWNSHIP PROFESSIONAL FIREFIGHTERS

***I.A.F.F. LOCAL 3465***

EFFECTIVE DATES

JANUARY 1ST, 2014 – MARCH 31ST 2016

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## ARTICLE 1
## AGREEMENT

SECTION 1.1 This Agreement is made and entered into by and between the Bloom Township Trustees, Fairfield County, Ohio (hereinafter referred to as the township), and the International Association of Fire Fighters, Local 3465, (hereinafter referred to as the union).

## ARTICLE 2
## PURPOSE

SECTION 2.1 This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the Township, its employees, and the Union to establish wages, hours, terms, and conditions of employment.

## ARTICLE 3
## LEGAL REFERENCES

SECTION 3.1 This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Chapter 4117 of the Ohio Revised Code.

SECTION 3.2 Should any part of this Agreement be held invalid by operation of law or by final Order issued by a court of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such court pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate of affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by final Order issued by a court of competent jurisdiction or by operation of the law, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

## ARTICLE 4
## SANCTITY OF AGREEMENT

SECTION 4.1 Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereof to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

## ARTICLE 5
## RECOGNITION

SECTION 5.1 The Township recognizes the Union as the sole and exclusively bargaining agent for the purposes of collectively bargaining wages, hours, and other terms and conditions of employment and maintaining this Agreement for all bargaining unit members.

SECTION 5.2 The bargaining unit shall consist of all full-time firefighters and officers employed by Bloom Township, Fairfield County, Ohio below the rank of Chief.

SECTION 5.3 Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, part-time, temporary, casual, seasonal and employees who do not meet the definition of a public employee under ORC 4117 shall be excluded from the bargaining unit.

## ARTICLE 6
## NON-DISCRIMINATION

SECTION 6.1 Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, physical handicap, political affiliation, physical disability or national origin.

SECTION 6.2 The Township agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint, or coercion by the Township or any other representative of the Township against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union as authorized by this Agreement.

SECTION 6.3 The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee or non-bargaining unit employee who exercises the right to abstain from membership in the Union or involvement in Union activities.

SECTION 6.4 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees

## ARTICLE 7
## DUES DEDUCTION

SECTION 7.1 The Employer agrees to deduct Union membership dues and fees in accordance with this Article for all employees eligible for the bargaining unit upon completion of his first thirty (30) days of employment.

SECTION 7.2 The Employer agrees that sick leave bank, sick leave hours used, holiday bank hours, holiday hours used, comp. bank hours, comp. hours used, vacation bank hours, and vacation hours used will be summarized and printed on spreadsheet and distributed with the paychecks by the duty officer.

SECTION 7.3 Pursuant to Ohio Revised Code Section 4117.09(B), the Employer agrees to deduct regular Union membership dues bi-weekly from the pay of an employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Attachment A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the Employer. The Township shall provide the Union with one additional payroll deduction for the purpose of the Union providing one member benefit. No other employee organization's dues shall be deducted from any Bargaining Unit member's pay for the duration of this Agreement.

SECTION 7.4 All new employees hired, who do not become members within six (6) months following the beginning of employment shall be required to pay a Fair Share Fee, as a condition of continued employment. The Fair Share Fee shall be established to cover the employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and settling grievances and disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of Fair Share Fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Revised Code. All current employees, who are members of the Union on the date of execution of this agreement, who thereafter withdraw from membership, shall be subject to the Fair Share Fee provision as provided in this Article.

SECTION 7.5 Prior to the effective date of this Agreement and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the Fair Share Fee requiring to be paid by each non member employee in the unit during the succeeding year shall be the amount of regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union dues and fees spent on activities not chargeable to such fees in the prior year's dues.

SECTION 7.6 In the event that any employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Union in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of ORC 4117.09.

SECTION 7.7 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues or fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 7.8 The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

SECTION 7.9 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

SECTION 7.10 The rate at which dues are to be deducted shall be certified and sent to the Fiscal Officer by the treasurer of the Union during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in an individual's dues deductions. The Fiscal Officer shall forward dues deducted to the Union Treasurer once each month and notify the Union of any revocation of dues by an employee.

SECTION 7.11 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

SECTION 7.12 The Township agrees to make payroll deductions for the employees Deferred Compensation Plan. The employee has the option to enroll in any of the plans offered by the Township.

## ARTICLE 8
## MANAGEMENT RIGHTS

SECTION 8.1 The Union recognizes the right and authority of the Employer to administer the business of the Township of Bloom, and the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations, policies and procedures and to otherwise exercise the prerogative of management, which more particularly include, but are not limited to, the following unless otherwise modified by the express terms of this agreement:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;

B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;

C. To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force in the Employer's organizational structure. Any change and reason for said change will be presented to the Union in writing within sixty (60) days prior to taking effect;

E. To determine the hours of work and work schedules required to most efficiently operate;

F. To determine the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To maintain the security of records and other important information;

I. To determine the overall budget; and

J. To maintain and improve the efficiency and effectiveness of the employer's operation.

## ARTICLE 9
## CORRECTIVE ACTION

SECTION 9.1 No non-probationary employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause.

SECTION 9.2 The Employer agrees to follow the principles of progressive disciplinary action. For example: for minor offenses oral and/or written reprimand (s) or suspension (s) or discharge. For intermediate offenses written reprimand (s) or suspension (s) will precede discharge. For offenses of a serious nature the Employer may take disciplinary action up to and including discharge for the first offense. An accumulation of offenses may warrant more severe disciplinary action than a first offense.

SECTION 9.3 The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

SECTION 9.4 In the event of no intervening disciplinary action against the affected bargaining unit employee, the following shall apply:
ORAL REPRIMANDS (which the Employer may record) will cease to have force and effect after six (6) months.

WRITTEN REPRIMANDS will cease to have force and effect after one (1) year.

RECORDS OF SUSPENSION will cease to have force and effect after two (2) years.

SECTION 9.5 Whenever an employee reasonably believes that a meeting or conference with an officer may result in disciplinary action, the Employee shall have the right, to request the presence of a union officer.

SECTION 9.6 COPIES OF RECORDS OF DISCIPLINARY ACTION.
A copy of any record of disciplinary action which has been placed in the member's personnel file shall be provided to the member at the time of its placement. Unfounded complaints and anonymous charges shall never be placed in the members personnel file.

SECTION 9.7 Any record that has passed its effective date per SECTION 9.4 shall be removed and given to the employee upon their request.

## ARTICLE 10
## WORK RULES

SECTION 10.1 The Employer agrees to apply work rules uniformly and consistently taking into consideration the surrounding and compelling or emergency circumstances. Any employee who believes the Employer has not applied a work rule to him in such a manner may file a grievance. Work rules shall not violate this Agreement. The Township agrees that new work rules shall be reduced to writing and provided to bargaining unit members in advance of their enforcement.

SECTION 10.2 The Employer agrees to form a committee to review Fire Department rules and regulations; policies and procedures and systems manual prior to making any changes; the purpose of this committee shall be to make recommendations to the Board. The committee shall consist of not more than six (6) members who shall be equally apportioned between the Employer and the Union. It is, however, understood that the Employer has sole and exclusive authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the employees and recommendations made by the committee shall be deemed advisory only and not-binding upon the Employer.

## ARTICLE 11
## REVIEW OF PERSONNEL FILE

SECTION 11.1 Every member shall be allowed the right of review of his or her personnel file, and be entitled to the rights and protections of Ohio Revised Code Section 1347.01 and sequence (dealing with confidentiality of personnel files, release of information in personnel files, and rights of review of personnel files).

SECTION 11.2 Should any member have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. Material will be removed from the file pursuant to the O.R.C. when a member's claim that it is inaccurate or unfair is sustained by the Employer or through the grievance procedure. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the materials objected to by the member.

## ARTICLE 12
## GRIEVANCE PROCEDURE

SECTION 12.1 The term “grievance” shall mean an allegation by an aggrieved bargaining unit employee that there has been a violation of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement. An employee may grieve a department regulation that violates this Agreement.

SECTION 12.2 A grievance may be brought by an employee covered by this Agreement. When a group of bargaining unit members desires to file a grievance involving each member of the group in a substantially similar manner, the Union or the Grievance Chairman may select one or more members to process the grievance as the designated representatives of the affected group members. All grievants must sign the grievance form. An employee who is unable to sign the grievance may authorize another employee to sign for him. A bargaining unit member has the right to file grievances and have them adjusted, but not without the presence of the Union Grievance Chairman at the adjustment, to see that the adjustment is consistent with the terms of this Agreement.

SECTION 12.3 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered to have been withdrawn.

SECTION 12.4 GRIEVANCE PROCEDURE. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption to the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of the grievance at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step One A member having an individual grievance shall first attempt to resolve it informally with the Chief within fourteen (14) calendar days of the date of the incident giving rise to the grievance. The Chief shall respond to the individual within nine (9) calendar days. At this step there is no requirement that the grievance be submitted, or responded to, in writing; however, a Union representative may accompany the grievant should the latter request his attendance. Any grievance involving dated payroll shall require the 14 days to start on the issue date of the paycheck / paystub.

B. Step Two

(1) When a bargaining unit member is not satisfied with the Chiefs informal response or lack of response to his grievance at Step One of the grievance procedure, the grievant may submit his grievance in writing to the Chief within ten (10) calendar days from the receipt of the informal response. This written grievance shall be submitted to the Chief on the grievance form agreed upon by the parties after the grievant has received a response to his informal Step One grievance. The Chief shall date stamp or initial the form on the date of its receipt.

(2) Within five (5) calendar days of his receipt of the written grievance the Chief shall affix his written response to the form, date and sign his response, and submit to the grievant and his Union representative a written response to the grievance.

C. Step Three

(1) Should the grievant not be satisfied with the response to his grievance at Step Two of the procedure, he may appeal the grievance to the Township Board of Trustees. The grievant shall initiate this appeal within five (5) calendar days after receipt of the Step Two response, by delivering a copy of the grievance form containing the written responses from prior steps, and any other pertinent documents, to the office of the Township Trustees. The grievance form shall be time stamped or initialed on the date of its receipt.

(2) The grievance shall be considered by the Township Trustees or their designee at the next regular meeting of the Township Trustees in Executive session or within twenty one (21) days of receipt by the Township Trustees. Within fourteen (14) days after the meeting, the Board of Township Trustees or designee shall submit to the grievant the written response to the grievance, which response shall be signed and dated.

D. Step Four ARBITRATION. If the grievance is not satisfactorily settled in Step 3, the Union or the Employer may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step ~~4~~ 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the (third (3rd) Step reply.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to an arbitrator or to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining specific issues to be determined by the arbitrator prior to requesting the list.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list was received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the F.M.C.S. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the F.M.C.S. and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the F.M.C.S.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and / or sections of this Agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline or the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than sixty (60) calendar days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first (1st) question to be placed before the arbitrator will be whether the alleged grievances is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses if any, of the witnesses shall be borne by the party calling the witnesses. The fees of the Court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a Court reporter's recording, or request a copy of the transcript.

SECTION 12.5 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Chief.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident (s) giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

SECTION 12.6 A bargaining unit member and grievance representative shall be allowed to pursue a grievance during their regular tour of duty from the hours of 1600 to close of duty. The Employer shall make a reasonable attempt to schedule grievance at Step One and Two, during the grievant's shift hours. The bargaining unit representative or grievant must obtain prior approval from the Chief before conducting meetings with the grievant while the grievant is on duty. Such approval by the Chief shall not be unreasonably withheld where the grievance could not be pursued at any other time. Such activity shall not interfere with the operations of the Employer or other employees. The grievant or representative is still subject to work in an emergency in any case.

The meetings between a grievant and bargaining unit representative shall be held at a Township facility. Withholding of such approval in violation of this section shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal his grievance or have it heard.

SECTION 12.7 It is in the parties intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the parties designated representatives may mutually agree at any step to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may at any step where a response is not forthcoming within the specified time limits, consider the grievance denied and move the grievance to the next step within the prescribed time limits. Any step in the grievance procedure may be waived by mutual consent.

If an office specified for receipt for a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his grievance or grievance appeal on the next day on which such office is open.

SECTION 12.8 REPRESENTATIVES. In each step of the grievance procedure outlined in Section 12.4, certain specific representatives shall be given approval to attend the meeting therein prescribed. It is expected that in the usual grievance these will be the only representatives in attendance at such meetings. However, it is understood by the parties, that in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Each party will ordinarily be entitled to have only one spokesperson from the representatives. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

SECTION 12.9 CALENDAR DAYS. For the purpose of counting time, “calendar days” as used in this Article will not include approved leaves or holidays. Also, for purpose of counting time under this procedure, when the last day a grievant or respondent is required to perform an act under the time limits set out in this Article falls on the grievant’s or respondent’s scheduled day off or vacation leave, the time limit for performing the act shall be extended to the end of the next working day for that person.

## ARTICLE 13
## UNION REPRESENTATION

SECTION 13.1 The Union President and/or his designee shall be granted ninety-six (96) hours of time off with pay per year for the purpose of conducting Union business, such as the investigation and processing of grievances, negotiations, and preparation therefore, conferences, seminars, district and local meetings and other Union activities. The Union President and/or his designee shall obtain approval, (48) hours in advance from the Chief of his intent to take time off with pay for the purpose of conducting Union business and shall present the Chief with an agenda or state the purpose of the meeting whenever possible. Release of the President and/or his designee to conduct Union business may be denied in the event of an emergency requiring the representative to perform his normal job duties. No reasonable request shall be denied.

## ARTICLE 14
## LABOR RELATIONS

SECTION 14.1 In the interest of sound labor relations, the Chief and/or his designee (s) shall, unless mutually agreed otherwise, quarterly on a mutually agreeable day and time, meet with not less than three (3) representatives of the Union to discuss those matters addressed in Section 14.2. Additional representatives may attend by mutual agreement.

SECTION 14.2 At least five (5) working days in advance of such scheduled meeting, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the Labor Relations agenda or release of information concerning the Labor Relations committee's deliberations or recommendations without the advance approval of both the Union President and the Fire Chief, or his representative. The purpose of such meetings shall be to:

A. discuss the administration of this Agreement;
B. notify the Union of changes made by the Employer which effect bargaining unit members of the Union;
C. discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
D. disseminate general information of interest to the parties;
E. discuss ways to increase productivity and improve efficiency;
F. give the Union representatives a chance to share the views of their members on topics of interest to both parties; and
G. consider and discuss health and safety matters relating to employees.

SECTION 14.3 If special labor relations meetings have been requested , and mutually agreed upon, they shall be convened as soon as possible.

SECTION 14.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Nor is either party required to continue meeting after the third hour.

## ARTICLE 15
## BALLOT BOXES

SECTION 15.1 The Union shall be permitted, upon prior notification to the Fire Chief, to place ballot boxes at Department Headquarters for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents be subject to the Department's review. Responsibility for boxes rests with the Union. Use of the boxes shall not interfere with the operations of the Employer.

## ARTICLE 16
## BARGAINING UNIT MEETINGS

SECTION 16.1 The Union shall be permitted upon prior notification to the Fire Chief, to hold meetings, for the Union members in the Bargaining Units or for all Bargaining Unit Employees, at Departmental Headquarters or other Township building, room or facility.

SECTION 16.2 The Township agrees to hold the requested location open for use by the Union on the date and at the time requested.

SECTION 16.3 Bargaining unit employees on duty at the time of the meeting shall be permitted to attend so long as the meeting does not interfere with the operations of the Employer, as approved by the Fire Chief.

## ARTICLE 17
## USE OF INTER-DEPARTMENTAL MAILS

SECTION 17.1 The Union shall be permitted to utilize the inter-departmental mail system for the purpose of providing information pertaining to Union business or Bargaining Unit representation, to Bargaining Unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. All mail by the Union shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to the Township's review. The Township shall not be responsible for such mail.

## ARTICLE 18
## PERSONAL MAIL

SECTION 18.1 Mail which is addressed to an individual bargaining unit member shall not be opened by anyone other than the individual to whom it is addressed, unless the individual member provided written or oral authorization to the contrary. The Township shall not be responsible for personal mail.

## ARTICLE 19
## BULLETIN BOARDS

SECTION 19.1 The Employer agrees to provide space for a bulletin board in agreed upon area of the fire house for use by the Union. It is agreed that where, in opinion of the Employer, bulletin boards are already available, the Employer permit the Union use of said bulletin boards.

SECTION 19.2 All Union notices which appear on the bulletin board shall be signed, posted and removed by the local Union President. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

A. Personal attacks upon any member or any other employee;
B. Scandalous, scurrilous or derogatory attacks upon the administration;
C. Attacks on and/or favorable comments regarding a candidate for Township office, or in any employee organization.

## ARTICLE 20
## PROBATIONARY PERIODS

SECTION 20.1 **Probationary Period**. Upon appointment, each member will be required to successfully complete a one (1) year (i.e. 365 day) probationary period. The probationary period will begin on the first day for which a member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., a probationary member may be terminated at and time during this probationary period at will and without just cause and shall have no grievance rights over such removal.

SECTION 20.2 **Promotional Probationary Period.** A newly promoted member shall be required to successfully complete a six (6) month (i.e. 180 day) promotional probationary period in the member's newly appointed position. The probationary period for a newly promoted member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the member subject to a promotional probationary period may, at the Township's option, be returned to the member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the member shall have no recourse to the grievance procedure, nor may the member appeal such return in a court or any other tribunal.

SECTION 20.3 **Mandatory Extension of Probationary Period**. The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 20.1 of this Article in those cases in which a probationary member has not obtained and/or maintained the minimum qualifications for such member's position. In the event of such mandatory extension, the affected member shall continue as a probationary member for such time or times as directed by the Board of Trustees, without interruption of Step progression. During a mandatory extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

SECTION 20.4 **Optional Extension of Probationary Period** The Township through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in section 20.1 of this Article; provided, however, that, except as otherwise provided in Section 20.3, above, all optional extensions shall only be done upon the written approval of the Union and the affected member. In the event of such optional extension, the affected member shall continue as a probationary member for such time or times as agreed to by the parties, without interruption of Step progression. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the grievance procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

## ARTICLE 21
## PROMOTIONS

SECTION 21.1 In the event of a permanent vacancy of a promotional sort occurs, it shall be filled by one of the three top ranking people of the appropriate promotional list.

SECTION 21.2 Any and all promotional vacancy positions shall be filled within a maximum of one hundred-twenty (120) consecutive days from official severance or notification of extended sick leave, partial or permanent disability (as dated by the Ohio Police & Firefighters Pension Board) of the vacating member from the fire department.

SECTION 21.3 Any firefighter, after three (3) consecutive years of full-time service with the Bloom Twp. Fire Dept., will be eligible to take the Lieutenant examination. The examination shall be as per the outline adopted by the Union and the Fire Chief. The training guidelines set forth by the Officers and the Fire Chief will be posted and updated at all times.

SECTION 21.4 The three (3) years of full-time service with the Township for the purpose of examination may be waived if agreed upon by the Fire Chief and Local 3465.

SECTION 21.5 All vacancies shall be filled in accordance with the rules and regulations set forth by the Chief.

## ARTICLE 22
## LAYOFF AND RECALL AND DEMOTIONS

SECTION 22.1 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the effected employees thirty (30) days in advance of the effective date of lay-off or job abolishment. A job abolishment under this Article shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's home address of record, or hand delivered to the employee such that notice is received on or before the thirteenth day prior to the layoff or displacement action. The notice shall contain the following information:

A. a rationale for layoff or displacement;
B. the effective date of the layoff or displacement;
C. a listing detailing the employee's seniority in relation to other members of the Bargaining Unit;
D. a statement advising the employee of his or her responsibility to maintain a current address with the Department;
E. a statement advising the member of his reinstatement rights consistent with this article.

SECTION 22.2 In the event any layoff is necessary, part-time employees shall be laid off before any full-time employees, including probationary employees. Layoff among full-time employees shall occur in the order of seniority, with the least senior employee laid off first.

SECTION 22.3 Employees may bump and be bumped in such a manner that employees in higher classification may bump less senior employees in lower classifications until the least senior employees up to the total number of employees to be laid off are laid off. A laid-off or bumped employee who cannot bump another employee will be laid-off.

SECTION 22.4 Employees who are laid-off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, with no loss of seniority provided they are presently qualified to perform the work in the job classification to which they are recalled without further training beyond normal re-certification courses. No new employees shall be hired until the recall list is exhausted.

SECTION 22.5 Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 22.6 The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following acknowledgment of intent to return to work to report for duty unless a different date for returning to work is otherwise specified in the notice.

## ARTICLE 23

## WAGES

SECTION 23.1 The following pay rates shall be paid beginning on the first day of the pay period that includes the dates specified:

Effective January 1st, 2014

FIREFIGHTER

| | |
|---|---|
| (Step 1) Starting Salary | $42,315.54 |
| (Step 2) After 12 months | $49,230.74 |
| (Step 3) After 24 months | $53,901.93 |
| (Step 4) After 36 months | $60,725.54 |
| LIEUTENANT | $68,012.60 |

Effective January 1st, 2015

FIREFIGHTER

| | |
|---|---|
| (Step 1) Starting Salary | $43,373.43 |
| (Step 2) After 12 months | $50,461.51 |
| (Step 3) After 24 months | $55,249.47 |
| (Step4) After 36 months | $62,243.68 |
| LIEUTENANT | $69,712.91 |

Effective January 1st, 2016

FIREFIGHTER

| | |
|---|---|
| (Step 1) Starting Salary | $43,373.43 |
| (Step 2) After 12 months | $50,461.51 |
| (Step 3) After 24 months | $55,249.47 |
| (Step4) After 36 months | $62,243.68 |
| LIEUTENANT | $69,712.91 |

Wage step increases will take effect the first full pay period following the employee's anniversary date.

SECTION 23.2 The following shall apply to advancement from step 1 to step 4 of above:

Step 1: Starting pay starts the first day of employment,
Step 2: After completion of twelve (12) months
Step 3: After completion of twenty four (24) months
Step 4: After completion of thirty six (36) months
Lieutenant pay will be twelve percent (12%) above top firefighter pay.

SECTION 23.3 All employees shall be paid on a bi-weekly basis (or fourteen day pay period) with payment being made available to each employee no later than 8 A.M. on Thursday of the appropriate week

SECTION 23.4 Employees who are Paramedics shall receive an additional twenty-four hundred ($2,400) dollars. This shall be paid to the employee in the following manner, 50% in the first pay of January and the remaining 50% in the first pay of June.

SECTION 23.5 The overtime rate for each individual full-time employee shall be computed by the following equation:

$$\left( \frac{a + b + c + d}{2912} \right) 1.5 = \text{Overtime Rate}$$

a = Annual Firefighter Salary
b= Annual Paramedic Bonus
c= Annual Longevity
d= a+b+c multiplied by the employee percentage picked up by the Township

## ARTICLE 24

## P&FD&PF PICK UP

SECTION 24.1 The Township agrees to “pick-up” a total of (5%) five percent of the Members earned compensation to the Police and Firefighters Disability and Pension Fund. This portion shall be “picked-up” beginning with the employees first pay period as a full time employee. The remainder of the Members contribution to the Fund shall be “picked-up” by the Employee.

SECTION 24.2 The provisions of this proposed pension “pick-up” plan shall apply uniformly to all Members and no Member shall have the option to elect wage increase or other benefit in lieu of the payment provided for herein. The Township would, in reporting and making remittance to the Fund, report that each Member’s contribution has been made as provided by statute.

SECTION 24.3 The sums proposed to be paid hereunder by the Township on behalf of the member (i.e. 5% of the Member’s earned compensation) are not to be considered additional salary or wages and are not to be treated as increased compensation. For purposes of computing the Member’s earnings or basis of the Member’s contribution to the Fund, the amount paid by the Township on behalf of the Member as such Member’s statutory obligation is intended to be and would be considered as having paid by the Member in fulfillment, whether in whole or in party, as the case may be, of the Member’s statutory obligation.

SECTION 24.4 The parties further agree that a Member’s salary for purposes of (1) determining the contribution base for contributions to the Fund and (2) determining any sick-leave, severance, vacation, disability pay and / or any other benefits which are determined by reference to the Member’s rate of pay shall consist of only the Member’s cash salary as set forth in Article 23 of the Agreement, without regard to the amount of contribution to the Fund paid by the Township in lieu of payment by the Member pursuant to the provisions hereof.

SECTION 24.5 It is acknowledged and understood that the Township has made no representations as to effects of this pension pick-up on any Member’s retirement benefits or level of taxable income.

## ARTICLE 25
## LONGEVITY

SECTION 25.1 Longevity pay is to be paid to the Bloom Township Fire Department employees as follows:

A. When the employee begins his fifth year of service with Bloom Township, the employee shall receive longevity pay.
   Thereafter the employee will receive $100.00 for each year of service to Bloom Township. The Township will continue to pay the employee $100.00 for each additional year of service for a total of $2500.00 at the completion of twenty-five (25) years.

B. The total Longevity pay shall be divided by the number of pay periods for (1) one year, and then shall be added to the salary and wages of each employee.

If an employee quits during the year, he is not eligible to receive longevity for that year.

## ARTICLE 26
## UNIFORM ALLOWANCE

SECTION 26.1 All protective clothing or protective devices required of employees in the performance of their duties shall be provided and maintained by the Township. This shall include a full set of bunker gear with helmet, flashlight, boots, hood, gloves, and safety glasses. The past practice of the township in providing initial and replacement bunker gear and other firefighting equipment shall continue during the term of this contract.

SECTION 26.2 All initial uniforms for new employees shall be provided by the Township. This shall include four (4) uniform shirts with collars, four (4) T-shirts, four (4) pants, one (1) belt, one (1) squad coat with liner**,** one (1) sweat shirt, and one approved ball cap, at no cost to the employee.

SECTION 26.3 The Township on an Annual basis (January of each year) shall supply each member of the bargaining unit with the following: (3) pants, (3) uniform shirts with collars, (3) T-shirts, (1) sweat shirt, 1 belt every two years. Every 3 (three) years a new squad jacket with liner. Should any of these (shirts, pants, coat) get damaged in the line of duty or during regular working conditions the Township shall replace these items at no cost to the Employee.

SECTION 26.4 The Township shall provide an annual reimbursement of one hundred and fifty ($150.00) for the purpose of buying boots and shoes. This reimbursement shall be paid to the employee on or before the next pay-period after submission of receipt to the chief.

SECTION 26.5 Upon termination, employees shall return to the Employer all equipment furnished by the Employer in good condition, minus normal wear.

SECTION 26.6 Should occupational safety standards be established by the Ohio Industrial Commission change, thereby requiring different fatigue clothing, the Township shall be responsible for providing the necessary clothing to ensure compliance with the most recently revised standards.

SECTION 26.7 The Township shall provide each employee with all badges for Class A Uniform. This includes the hat badge, the jacket badge, and the name badge.

## ARTICLE 27
## INSURANCE

SECTION 27.1 The Township shall continue to provide insurance coverage for each employee no less than benefits that were in effect January 1, 2002.

An employee having a single coverage shall pay (ten) $10 per pay and employees having family or couples coverage shall pay (twenty) $20 per pay.

The Township shall pay the remainder. The Insurance coverage shall include the following:

A) LIFE

B) HEALTH

C) DENTAL

D) VISION

E) SHORT TERM/LONG TERM DISABILITY

SECTION 27.2 With respect to any insurance coverage provided to employees, the Township retains the right to change insurance carriers or to self-insure all or any portions of the benefits, so long as the level of benefits remains as the same or higher level of benefits that are provided in Section 27.1 and the changes are mutually agreeable.

SECTION 27.3 DEATH AND DISABILITY The Township shall keep in force, at no cost to the employee, the current amount of Death and Disability Insurance.

SECTION 27.4 COMMUNICABLE DISEASE TESTING At no charge to the employee, the Township shall test firefighters who may have been exposed to communicable diseases while in performance of their duties.

SECTION 27.5 PROFESSIONAL LIABILITY The Township shall continue to provide Professional Liability Insurance at present levels of coverage, to all members, at no cost to those members. The Township may provide such coverage by purchasing liability insurance, self insuring, or a combination thereof.

SECTION 27.6 COPIES OF POLICIES Copies of all insurance policies listed in this Article will be kept on station for viewing.

SECTION 27.7 Should either State or Federal statute(s) mandate the parties in this agreement participate in a national or state health care plan or system, the parties will meet to negotiate any and all necessary changes]

## ARTICLE 28
## MILEAGE ALLOWANCE AND PARKING FEES

SECTION 28.1 Employees required by the Employer to use their private vehicles for Fire Department business shall be compensated at the current IRS rate for mileage traveled, plus actual parking fees incurred. This rate shall be posted on the Fire Dept. bulletin board.

## ARTICLE 29
## HOURS OF WORK

SECTION 29.1 This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

SECTION 29.2 Work schedules for Bargaining Unit employees will be arranged by the Employer so the normal scheduled work week averages fifty six (56) per week, or forty (40) hours per week.

a. Forty hour members. The normal seven (7) day work week shall consist of five (5) eight (8) hour days followed by two (2) days off or four (4) ten (10) hour days followed by three (3) days off. However, both the employee and the employer can mutually agree to any combination of flex-time.
b. Fifty six hour members. The regular work day for members shall be twenty four (24) hours. Each work day will be followed by at least forty eight (48) consecutive hours off duty, unless mutually agreed upon otherwise
c. Shift change (start time) shall occur at 0600 hours for all parties listed in section 29.2 (a) & (b)

SECTION 29.3 PERSONAL TIME All fifty six (56) hour members shall be granted personal time after daily duties and training have been completed. The officer-in-charge shall inform the employees of duties and training for that day as soon as possible after roll call. It is understood that from time to time there may be situations that arise that need immediate attention and that all employees are under direct order of the duty officer.

## ARTICLE 30
## OVERTIME

SECTION 30.1 When an employee is required to work beyond the limits established by the Fair labor Standards Act, he/she shall be compensated at the rate as calculated on Article 23, Section 23.5 for all such excess worked. The work period shall be twenty-eight (28) days for purpose of calculation.

SECTION 30.2 Except as provided in Section 30.4, for the purpose of calculating overtime compensation, such compensation shall be based upon all hours for which an employee is paid in a given work period, notwithstanding the fact that the employee may not have worked because of being paid in leave status. Hours in paid leave status shall include hours spent in the following approved leaves: sick leave, military leave, funeral leave, jury / witness leave, holiday leave, vacation leave, union leave, compensatory leave, and personal leave. In other words, those approved leaves of absences shall be considered as hours worked when computing an employee's entitlement to overtime compensation. An employee also shall be entitled overtime compensation for all hours he or she is required to work beyond his or her normal regular scheduled work hours.

SECTION 30.3 Notwithstanding the requirements contained in Section 30.3, an employee who voluntarily works overtime on his or her normally scheduled off-duty day, but who fails to work, due to a non-work related injury or illness, on his or her regularly scheduled on-duty day both immediately before and immediately after such overtime day, shall not be entitled to overtime compensation for working on the off-duty day, unless by working on such day (without regard to the hours on paid sick leave), the employee shall have been in active paid status in excess of 212 hours in the particular twenty eight (28) day work period.

SECTION 30.4 When an employee works any overtime above and beyond his normally assigned shift, that employee will have the choice of being compensated as stated in Section 30.1 of this Article, or the employee may choose to collect compensatory time which will be given at a rate of one and a half (1 ½) times the actual time worked.

SECTION 30.5 The employer shall maintain a list of bargaining unit employees, and use it to fill overtime positions:

a. When overtime is available, the employer shall use the call list or bargaining unit members to fill the overtime position.
b. If he is unable to contact that employee, or the employee turns down the overtime, he may then proceed down the list until he fills the overtime position.
c. Once an employee has filled an overtime position or turned down the overtime his name will be moved to the bottom of the overtime list.
d. If he is unable to fill the position from the list of bargaining unit employees, he may then proceed to the list of part-time non-member employees to fill the position.

The over time list shall be as follows:

(FOR LIEUTENANTS)

1) LT. For LT. From the bargaining unit
2) The full-time Firefighter from that shift may move up to the acting LT. And shall be paid the 12% pay difference for the hours worked in that position.
3) Force filled by the next LT. On the list.

(FOR FIREFIGHTER)

1) F.F. for F.F. from the bargaining unit
2) Part-time non-bargaining unit member
3) Force filled by the next F.F. on the list

SECTION 30.6 (MINIMUM STAFFING)
The duty crew shall consist of a minimum of 5 (five) Firefighters at all times. All Firefighters must have the minimum qualifications as required by the State of Ohio. Of the 5 (five) Firefighters on duty, 3 (three) must be Firefighter/Paramedics.

The union understands that 1 (one) of the 5 (five) Firefighters will be a part-time non-bargaining unit firefighter, which will leave the staffing at 4 (four) bargaining unit members and 1 (one) part-time non-bargaining unit member.
The overtime list in Section 30.5 shall be used to maintain the minimum staffing of the duty crew at 5 (five) Firefighters. All bargaining unit members shall get the chance to work over-time as per the list in section 30.5 before going to 3 (three) bargaining unit members on duty with 2 (two) part-time non-bargaining unit members.

## ARTICLE 31
## COMPENSATORY TIME

SECTION 31.1 The employee shall have the right to take overtime payment in the form of compensatory time.

SECTION 31.2 Compensatory time will be given at a rate of one and a half (1 ½) times the actual time worked.

SECTION 31.3 The employees shall notify the Fire Chief or his designee of the employees election to take compensatory time in lieu of overtime payment as soon as possible, but no later than the close of the pay period. This shall be accomplished by completing the overtime request form indicating that compensatory time is requested.

SECTION 31.4 Employees may elect to accumulate up to 480 hours of compensatory time but may only carry over two hundred sixteen (216) hours a year. Any unused earned time which is not carried over into a new year (that amount over (216) hours shall be paid to the employee on the first pay period of the new calendar year. Compensatory time payments shall be paid at the employee's basic hourly rate for each hour of time unused.

SECTION 31.5 Compensatory time may be used by the employee to take time off with full pay at a minimum of one (1) hour at a time, with prior approval.

SECTION 31.6 Vacation leaves shall take precedence over the use of compensatory time in the event that such circumstances should arise.

SECTION 31.7 At separation of service, the employee shall be paid his or her unused comp. Time. This shall be paid at the employee's regular hourly rate.

SECTION 31.8 When manpower and departmental goals are met, compensatory time may be granted instantly.

SECTION 31.9 The use of compensatory time shall not be permitted if it causes a bargaining unit member to be forced on a holiday.

## ARTICLE 32
## HOLIDAYS

SECTION 32.1 The following holidays are those, which shall be recognized and observed:

New Years Day
President's Day
Labor Day
Columbus Day
Christmas Day
Memorial Day
Independence Day
Veteran's Day
Thanksgiving Day
Birthday of Martin Luther King
and any other holiday
declared by the O.R.C.

SECTION 32.2 On January 1st of each year, all bargaining unit employees eligible under section 32.2 shall receive eighty (80) hours of compensatory which can be taken as 1) time off or 2) any balance left as of the end of November shall be paid to the employee no later than December 5th of that year. This payment shall be made to employee on a separate check rather than on the regular pay roll check. The Union understands that no Holiday time can be taken in the month of December.

SECTION 32.3 No employee shall be eligible to receive this Holiday pay until he completes six (6) months of service with the Township.

SECTION 32.4 Once an employee has completed his six (6) months of service with the Township he shall receive eight (8) hours of compensatory time for each holiday yet to come in that year which can be used as in Section 32.2.

SECTION 32.5 Holiday time shall be used the same as compensatory time with prior approval. When holiday time is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. The use of Holiday time shall not be permitted if it causes a bargaining unit member to be forced on a Holiday.

SECTION 32.6 Upon termination of employment, remaining holiday time shall be paid to the employee on a pro-rated basis. Should an employee resign, retire, or be separated from employment prior to the end of the year, the township shall withhold from the last pay due employee pay for any holiday for which the employee was compensated but that occurs after his/her resignation, retirement, or separation.

## ARTICLE 33
## VACATION

SECTION 33.1 Each employee shall be entitled to paid vacation leave as follows:

| | *40 Hour Shift* | *56 Hour Shift* |
|---|---|---|
| After 1 year of service | 80 Hours | 144 Hours |
| After 5 years of service | 120 Hours | 216 Hours |
| After 10 years of service | 160 Hours | 288 Hours |
| After 15 years of service | 200 Hours | 360 Hours |
| After 20 years of service | 216 Hours | 408 Hours |

SECTION 33.2 Vacation leaves shall be scheduled in advance as follows:

a. All requests for vacation must be submitted by January 15th of each calendar year.
b. Conflicts between requests will be resolved by seniority, except that employees who submit requests for vacation after January 15, cannot use the seniority preference to resolve conflicts with any employee meeting that deadline, regardless of seniority. After January 15, vacations will be scheduled on a first come, first served basis.
c. An employee will not be denied a vacation day solely because it is a holiday.
d. The use of vacation shall not be permitted if it causes a bargaining unit member to be forced on a Holiday.

SECTION 33.3 An employee must have completed the necessary years of service, as is currently the practice by the date for which vacation is requested in order to take that time off.

SECTION 33.4 VACATION CARRY-OVER, A member may carry over into the following year one times the amount of vacation hours established in Section 33.1 above. Vacation carry-over may be expanded by additional days per year, with the approval of the Fire Chief.

SECTION 33.5 A member in full-time status who separates from Township service through removal, resignation, retirement or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his last day of active service with the Township.

SECTION 33.6 When a member dies in paid status in the Township service, any unused vacation leave to his credit shall be paid in a lump sum to the estate of the deceased when there is no surviving spouse or written beneficiary.

SECTION 33.7 Vacation leaves may be taken at a minimum of Four (4) hours.

SECTION 33.8 Only one (1) bargaining unit member will be allowed vacation leave at one time per unit.

SECTION 33.9 All vacation requests shall be submitted in writing and in person no later than twenty-four (24) hours prior to the day requested.

SECTION 33.10 When manpower and departmental goals are met, instant vacation may be granted.

## ARTICLE 34
## JOB-RELATED MEDICAL LEAVE OF ABSENCE

SECTION 34.1 Any employee absent, as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio, shall receive his regular salary for such period of time, not to exceed six (6) months, as may be necessary for him to receive benefits from whatever compensation fund to which the Township contributes.

SECTION 34.2 Any employee, who receives benefits under the Workers' Compensation Law of the State of Ohio and who reimburses the Township for any amounts of compensation the Township shall pay him, pursuant to Section 34.1, shall not be charged sick leave for any period of time he shall be absent because of such job-related illness or injury.

SECTION 34.3 The Township's payments to an employee, pursuant to Section 34.1, shall continue during the time that the employee is receiving benefits under the Workers' Compensation Law, but in no event for more than six (6) months from the initial date of the employee's absence caused by such illness or injury. Following the expiration of such period time, if the employee continues to be unable to return to work, the employee may, at his option, use any accrued time off that may be due him. If an employee is unable to return to work and is able to demonstrate a need for a further leave of absence, with or without pay, the Board of Trustees, in its discretion, may grant a further leave of absence, with or without pay. At the completion of such leave, the employee shall be permitted to return to active duty without any loss of seniority

## ARTICLE 35
## SICK LEAVE

SECTION 35.1 Employees shall accumulate and use sick leave as follows:

A. All fifty six (56) hour employees shall be allowed one and one quarter days (30 hours) of sick leave for each month of service.
B. Employees shall accumulate sick leave from their first day of employment and shall continue to do so without limitation on the amount of time they may accumulate for paid time off duty. An employee at the time of retirement or separation from active service with the Bloom Twp. Fire Department may elect to be paid in cash for one half (1/2) of the value of his or her accrued but unused sick leave credit. The maximum amount of accumulation for the purpose of payment upon separation from service shall be 150 days. Sick leave paid upon separation from service shall be paid at 50% of actual. One day shall = (24) hours. In the event a Firefighter dies or is disabled in the line of duty, all unused sick time shall be paid, regardless of time of service to the Township.

   Example: If a member retires with 100 days of sick leave he will be paid for 50 days at his regular hourly rate.
C. Sick leave for all members shall be charged to each employee on the basis on one (1) hour for each hour of sick leave.
D. Upon separation of service, employee will not be paid out for any accrued sick time until said employee has accrued a total of 10 years of service to Bloom Township. Years of service shall include paid part time status.

SECTION 35.2 Sick leave may be used for any of the following purposes:

A. Illness of, or injury to, any employee that precludes normal performance of the employer's regular job duties.
B. Illness of, or injury to, any member of the employee's immediate family, if the person's condition requires the employee's presence and attention.
C. If a member of the immediate family is afflicted with a contagious disease and required the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of the other employees.
D. Pre-induction medical exam required by the Armed Forces.
E. Pregnancy and pre-childbirth and other conditions related thereto.
F. An employee is limited to five (5) calendar days for forty (40) hour employees or three (3) duty days for Fifty-six (56) hour employees for the care of his wife and family during the post-natal period.
G. If an employee leaves at any time during a regularly scheduled shift to take care of an immediate family member, then the remainder of the employees shift shall be taken in sick time. For the purpose of counting calendar days for forty (40) hour employees and duty days for fifty-six (56) hour employees the counting of days will begin on the day following the shift in which the employee leaves early.

SECTION 35.3 For purpose of the Township's sick leave policy, "immediate family" means employees current spouse**,** Parents and children by blood or adoption, or for whom the employee is a legal guardian or foster parent.

SECTION 35.4 An employee who becomes ill or injured while off duty and is unable to report to work for shall contact the officer on duty at least thirty (30) minutes prior to roll call or his normal reporting time, whichever applies. Employees, who fail to call off duty at least thirty (30) minutes prior to roll call, or their normal reporting time, may be charged with tardiness, depending on the surrounding circumstances.

SECTION 35.5 The amount of sick leave an employee may use, for any purpose, may be extended in the presence of special circumstances as determined by the Employer.

SECTION 35.6 Non-emergency medical or dental appointments which could be scheduled during non-work hours by the employee do not qualify for sick leave.

SECTION 35.7 Sick leave shall be scheduled and approved in advance by the fire Chief when the employee can predict usage.

SECTION 35.8 Sick leave is a privilege, not an employee's right, and falsification of the written request, physician's excuse, or any other false statements may be grounds for disciplinary action, including dismissal. A demonstrated pattern of sick leave use may be used as the basis for disciplinary action in accordance with Article 9 Corrective Action.

SECTION 35.9 Whenever an employee is injured, while on duty, an injury report shall be filled out and forwarded to the Chief through proper channels.

SECTION 35.10 The Township may require employees to submit full releases from their attending physicians before returning to their regular duties from an extended illness, injury, or disability. The Township may, at its own expense, require employees who have undergone an extended period of illness, injury or disability to submit to an examination by a physician of its choice before returning to their normal job duties. Under no circumstance, shall any employee be permitted to return to full duty before he / she is physically able to resume such task.

SECTION 35.11 In the event an employee uses all his/her sick leave due to extended illness or injury, other employees may donate sick leave time to said employee. The donated sick leave time shall be deducted from the grantor's accumulated sick leave and credited to the recipient employees account. An employee cannot donate more than ninety-six (96) hours of sick leave to another employee per calendar year.

SECTION 35.12 This donation of sick leave shall have no effect on Section 35.15 of this agreement.

SECTION 35.13 The provision in Section 35.11 may not be used as a means to increase retirement compensation and/or severance pay.

SECTION 35.14 FUNERAL LEAVE: Any eligible employees will be granted funeral leave, upon notification of the Fire Chief or the officer in charge, for a maximum of three (3) duty days for fifty six (56) hour employees and 5 calendar days for forty (40) hour employees, in the event of death of an immediate family member. Such leave shall not be charged as sick leave. For purposes of this policy, "immediate family" means only: mother, father, brother, sister, half brother, half sister, child, current spouse, step-father, step-mother, grandparents, grandparents-in-law, grandchild, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother-in-law, sister-in-law, legal guardian, or other persons who stands in place of the employee's parent. If an employee leaves at any time during a regularly scheduled shift due to the death of an immediate family member, then the remainder of the employees shift shall be taken in sick time. For the purpose of counting calendar days for forty (40) hour employees and duty days for fifty-six (56) hour employees the counting of days will begin on the day following the shift in which the employee leaves early.

SECTION 35.15 WELLNESS INCENTIVE Those employees who work a forty (40) hour work week and do not use any sick leave in a calendar year will receive twenty four (24) hours of compensatory time.

A. Those employees who use one (1) day or less in a calendar year will receive sixteen (16) hours of compensatory time.
B. Those employees who use two (2) days or less in a calendar year will receive eight (8) hours of compensatory time.
C. Those employees who use three (3) or more days will receive nothing.

For those employees working the average fifty six (56) hour work week under the three platoon system, the following system will apply:

A. Those employees not using any sick leave in a calendar year will receive twenty four (24) hours of compensatory time.
B. Those employees who utilize between 1 and 24 hours of sick leave in a calendar year will receive sixteen (16) hours of compensatory time.
C. Those employees who utilize between 25 and 48 hours of sick leave in a calendar year will receive eight (8) hours compensatory time.
D. Those employees who utilize greater than 48 hours off in a calendar year will receive no wellness incentive.

All employees, regardless of assignment, will have compensatory time added to their compensatory time bank on January 1, of the following year.

## ARTICLE 36
## JURY DUTY LEAVE

SECTION 36.1 A bargaining unit member, while serving upon a jury in any court of record in Fairfield County or adjoining counties of Franklin, Pickaway, Licking, Perry, or Hocking will be paid his regular salary for each of his work days during the period of time so served. Upon receipt of payment from jury service, the member shall submit jury duty fees to the Chief who will then deposit such funds with the Fiscal Officer. Time so served shall be deemed active and continuous service for all purposes.

## ARTICLE 37

## COURT TIME

SECTION 37.1 COURT TIME: Time off with pay shall be allowed by bargaining unit members who are required to attend any court of record in Fairfield County or adjoining counties of Franklin, Pickaway, Licking, Perry, or Hocking as a witness for the Township in civil matters. Upon receipt of payment for your witness service, the member shall submit witness fees to the Chief who will then deposit such funds with the Fiscal Officer**.** If the court time falls on the employees scheduled day off, that employee shall be paid over-time for time spent in court and travel time.

## ARTICLE 38
## MILITARY LEAVE

SECTION 38.1 The military leave policy and procedures of the Division of Fire shall conform to the provisions set forth herein, and to the pertinent sections in Chapter 5903 and 5923 of the Ohio Revised Code.

Military leave with full pay for employees for military service on field training or active duty will be granted for periods not to exceed thirty one days in any one calendar year. Thirty one days is defined to mean an entitlement to the average number of working hours in a thirty one day calendar period. Employees shall be granted time off without pay for one weekend drill per month.

Employees may also trade time, personal days, holiday time and / or vacation time to cover any or all their military leave days.

## ARTICLE 39
## NO STRIKE AND NO LOCKOUT

SECTION 39.1 It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public health, safety, and welfare. The Union, therefore agrees, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, slowdown, or other interference with the operation of the Township. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, employee meetings, and public denouncement of any violations to bring about immediate resumption of normal work.

SECTION 39.2 Any employee who violates Section 1 of this Article shall be subject to disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the employee violated Section 1 of this Article. Such disciplinary action shall be subject to Article 12 Grievance Procedure.

SECTION 39.3 The Township shall not lock out any or all of its employees during the term of this Agreement.

## ARTICLE 40
## PREVAILING RIGHTS

SECTION 40.1 This Agreement governs the wages, hours, and terms and conditions of public employment covered by this Agreement. All rights, privileges, terms and conditions of employment and all other benefits enjoyed by the employees at the time of the execution of this Agreement shall remain in full force and effect, unchanged and unaffected in any manner, during the terms of the Agreement unless changed by mutual written consent.

## ARTICLE 41
## AGREEMENT COPIES

SECTION 41.1 As soon as it is possible following the signing of this Agreement, the Township and the Union shall have made Thirty-five (35) copies of this Agreement. Ten (10) copies shall be provided to the Township, and twenty-five (25) to the Union for distribution to Bargaining Unit Members. Actual cost of printing this Agreement, and any future copying beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally be the parties. The Union shall be responsible for distributing copies to Bargaining Unit members. New Bargaining Unit members who are hired during the life of this Agreement will be provided copies by the Township.

## ARTICLE 42
## EDUCATION LEAVE

SECTION 42.1 Any firefighter who wishes to attend additional training outside of the fire department shall be required to submit to the Chief a “Training Request” form if they are seeking financial reimbursement. If no financial assistance is requested, then they need not complete the request. The department encourages all personnel to further educate themselves in the field of fire and emergency medical services. All training request shall be returned to the employee no later than seven (7) days after being submitted to the Chief.

SECTION 42.2 Upon prior approval of the fire chief, the employer agrees to pay the tuition of any job related classes/seminars which are local and less than $100.00 for those who wish to attend them on their own time.

1) The Township agrees to pay class tuition by the registration deadline as long as an invoice is provide to the Fiscal Officer not less than 3 weeks prior to the registration deadline.

Each bargaining unit member shall be granted eighty (80) hours of paid time off for the purpose of attending classes/seminars/training. If the employee chooses to be paid over-time for attending the training class on his or her scheduled day off, the hours will be deducted from each employees education bank at a rate of 1.5 hours per hour of over-time used. If the employee is attending the training on duty, the hours deducted shall be at one hour per hour used. The unused hours will not carry over to the next year if not used.

All classes/seminars/training must be approved by the chief.

SECTION 42.3 With respect to classes/seminars/training, the Township agrees with the following conditions where an over-night stay is required:

1) The meal allowance shall be paid in advance at the rate of $35.00 per diem.

2) The Township agrees to pay class tuition by the registration deadline as long as an invoice is provide to the Fiscal Officer not less than 3 weeks prior to the registration deadline.

The Township agrees to reimburse employees up to $200.00 per night for lodging. The reimbursement shall be paid to the employee on or before the next pay-period after submission to the chief. All overnight stays must receive prior approval from the chief.

## ARTICLE 43
## WAIVER IN CASE OF EMERGENCY

SECTION 43.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Fairfield County Commissioners, the Bloom Township Trustees, the Federal or State Legislature, or the Fire Chief, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

(1) Time limits for Employer or Union replies on grievances**;**
(2) Selected work rules and / or agreements and practices relating to the assignment of all employees.

SECTION 43.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

## ARTICLE 44
## LEAP YEAR SHIFT ROTATION

SECTION 44.1 Each Leap year the Employer shall schedule each of the three shifts an eight hour cycle to work on the 29th of February to more equally distribute the working of holidays for the Employee. An employee may elect to give up his eight-hour shift to another bargaining unit member. Notification must be given to the shift officers 48 hours in advance. Each bargaining unit member that works on February 29th shall receive 1 hour of Compensatory Time for each hour of time worked.

## ARTICLE 45
## HEALTH SAFETY

SECTION 45.1 Safe Equipment and Practices: The Township agrees to use its best efforts to furnish and maintain in adequate working conditions all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

SECTION 45.2 Reporting of Unsafe Equipment: Any equipment, tools, and/or vehicles, which are unsafe, shall immediately be reported if the equipment's safety is questionable. An investigation shall be made by the Township and corrective action shall be taken, if necessary.

SECTION 45.3 Corrective Lens: The Township shall provide, for those employees who wear corrective lenses, reimbursement for specialized eyewear or inserts that provide vision correction compatible with wearing of self-contained breathing apparatus. Such reimbursement shall be for those devises approved by the Chief.

Employees shall be entitled to such reimbursement upon providing receipt of purchase for such items to the Fire Chief. Only one such purchase shall be reimbursed per calendar year, and reimbursement shall not exceed $100.00 per purchase.

SECTION 45.4 PHYSICAL EXAMINATIONS The Township will provide each member of the bargaining unit with a physical examination once every two (2) years. The physical exam will consist of no less than the procedures outlined in the list below. If the Township deems it necessary to alter the content of the physical exam, the Union will be notified and good faith negotiations will take place within fifteen (15) days. The results of this exam shall be mailed to the bargaining unit member and the cover sheet with pass / fail designation shall be given to the Fire Chief.

Comprehensive History & Physical Exam

Comprehensive Metabolic Panel

CBC

Lipid Panel (cardiac risk)

Chest X-ray

Pulmonary Function (fvc)

Electrocardiogram

Audiogram

TB – Mantoux

HIV 1-2

PSA & Digital Exam @ 40 years or past history for males

CA 125 @ 40 years of age or past history for females

Snell Vision Exam

Urine Dip

Hepatitis C Test

Hepatitis B Titers

## ARTICLE 46
## SUCCESSORS

SECTION 46.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change of geographically or otherwise in the location of place of business or either party. In the event the Township changes to a “regional” concept, the parties will meet to negotiate the terms of this Contract.

## ARTICLE 47
## NEGOTIATION MEETINGS

SECTION 47.1 MEETINGS - The representatives of the Township and bargaining unit shall meet at mutually agreeable times for the purpose of affecting a free exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

SECTION 47.2 TEAMS - The Township and the bargaining unit shall be represented at all meetings by a team of representatives. Up to two (2) individuals on duty shall be allowed to attend the meeting in paid status provided they shall respond to all calls without disruption to bargaining. All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson who shall have the authority to state and clarify proposals, bind the parties in tentative agreements, and agree to the time for the next meeting.

SECTION 47.3 INFORMATION TO THE PUBLIC - No releases or information regarding negotiations shall be made to the news media, except releases jointly agreed upon between the parties. Nothing herein shall be construed as an alternate to the dispute resolution procedure contained in the Ohio revised Code 4117.

SECTION 47.4 RATIFICATION - All tentative agreements are subject to final ratification by the parties.

## ARTICLE 48
## CONTRACTING OUT FOR SERVICES

SECTION 48.1 The Township agrees that, during the term of this agreement, both parties will agree to discuss/review any potential for the loss of service to a private contractor, for which the Bloom Township Fire Department or its employees currently provide. All attempts possible will be made to retain these services within the Bloom Township Fire Department.

SECTION 48.2 The Township may, without restriction, enter into contract(s) with other political subdivisions to provide firefighting, emergency medical and paramedic services for the area serviced by the Bloom Township Fire Department in the form of mutual aid agreements.

## ARTICLE 49
## DURATION OF AGREEMENT

SECTION 49.1 This agreement shall be effective retroactive to January 1st, 2014 and shall remain in force and effect until midnight March 31st, 2016 being the termination date.

SECTION 49.2 If either party desires to modify or amend this Agreement prior to its expiration, it shall give written notice to such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be timely written notice with receipt acknowledged. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.

SECTION 49.3 This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

SECTION 49.4 Such notice shall be by timely written notice with receipt acknowledged. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless extended by mutual agreement.

**ATTACHMENT A**

**BLOOM TOWNSHIP**

**PAYROLL DUES DEDUCTION FORM**

I hereby authorize the Fiscal Officer of Bloom Township to deduct from my wages regular Union membership dues in the amount certified to the Township by the Treasurer of the International Association of Fire Fighters, Local 3465.

I understand the Township will be relieved from making such deductions by my:

1) termination of employment;
2) transfer to a job other than one covered by a bargaining unit;
3) layoff from work;
4) unpaid leave of absence;
5) revocation of this authorization;
6) resignation from the Union.

_____ _____

Signature of the Employee Date

In Witness whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this

**FOR THE TOWNSHIP OF BLOOM**

**Chairman Brian Randles**

**Trustee Jason Smith**

**Trustee Carol Moore**

4-9-14

**Date**

**FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3465**

**Chairman Scott Weber**

**Kyle Alexander, Local 3465**

**Jeff Cotner, Local 3465**

**William Cipparrone, Local 3465**

3/26/14

**Date**

Certified by Bloom Twp, Fiscal Office
David Lee Cyphert, Fiscal Officer

Date 4-9-14