



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF BROOKFIELD

AND

**LOCAL 3443 INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL – CIO**

13-MED-11-1557
2352-04
K30346
01/10/2014

EFFECTIVE JANUARY 1, 2014 – DECEMBER 31, 2016

INDEX

ARTICLE		PAGE
1	Preamble	1
2	Recognition	1
3	Non-Discrimination	1
4	Union Membership	1
-	Fare Share Services Fees	1
5	Dues Check Off	2
6	Management Rights	2
7	Union Business	2, 3
8	E.M.S. Pay/Training Pay	3
9	Discipline	3
10	Grievance Procedure	3, 4
11	Arbitration Procedure	5
12	Seniority	5
13	Vacation	6
14	Accumulated Vacation Time	6
15	Uniform Allowance	7
16	Wages and Salaries	7,8
17	Military Leave	8
18	Hospitalization / Surgical	8, 9
-	Medical Insurance	-
19	Life Insurance	9
20	Probationary Period	9
21	Holiday Provisions	10
22	Holidays	10
23	Safety and Health	10
24	Sick Leave	10, 11
25	Leave of Absence	12
26	Injury On Duty	12, 13
27	Light Duty	13
28	Longevity Pay	14
29	Cause For Emergency	14
-	Recall Of Duty	-
30	Severability	14
31	Funeral Leave	14
32	Work Period/Comp. Time	15
33	Work Duties	16
34	Shift Exchange	16
35	Mileage Allowance	16

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
36	Tuition for Training	16
37	Educational Leave	16
38	Pension Pickup	16
39	Complete Agreement	16
40	Terms of Agreement	17
41	No Strike	17
42	Part-Time / Layoff	17
43	Officer in Charge	17
44	Minimum Manning	17
45	Court Time	18
46	Testing For Substance Abuse	18, 19
47	Successor Agreement	19

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 – PREAMBLE:

1.01 THIS AGREEMENT IS ENTERED INTO BETWEEN THE TOWNSHIP OF BROOKFIELD, HEREINAFTER CALLED THE TOWNSHIP, AND LOCAL 3443, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, HEREINAFTER CALLED THE UNION. IT SETS FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT ESTABLISHED BETWEEN THE PARTIES FOR FULLTIME FIREFIGHTERS WHO ARE EMPLOYED BY THE TOWNSHIP AND ARE INCLUDED IN THE BARGAINING UNIT REPRESENTED BY THE UNION.

ARTICLE 2 – RECOGNITION:

2.01 THE TOWNSHIP RECOGNIZES THE UNION AS THE SOLE AND EXCLUSIVE COLLECTIVE BARGAINING AGENT FOR ALL FULL-TIME SWORN EMPLOYEES OF THE TOWNSHIP FIRE DEPARTMENT WITH RESPECT TO WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT. THE UNION SHALL ACT AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR ALL SWORN FULL-TIME EMPLOYEES OF THE TOWNSHIP FIRE DEPARTMENT EXCEPT FOR THE CHIEF OF THE FIRE DEPARTMENT.

2.02 “PROBATIONARY” EMPLOYEES ARE NOT PART OF THE BARGAINING UNIT, BUT IN THE EVENT OF DISCHARGE MAY NOT USE THE GRIEVANCE PROCEDURE OR ANY OTHER STATUTORY APPEALS EXCEPT FOR UNEMPLOYMENT COMPENSATION. SAID EMPLOYEES MAY JOIN THE UNION AND AUTHORIZE WAGE WITHHOLDING FOR UNION DUES.

ARTICLE 3 – NON-DISCRIMINATION:

3.01 THE PARTIES AGREE THAT NEITHER THE TOWNSHIP NOR THE UNION SHALL DISCRIMINATE AGAINST ANY EMPLOYEE OF THE BROOKFIELD FIRE DEPARTMENT BECAUSE OF MEMBERSHIP OR NON MEMBERSHIP IN THE UNION.

ARTICLE 4 – UNION MEMBERSHIP / FAIR SHARE SERVICE FEES:

4.01 ALL MEMBERS OF THE BARGAINING UNIT AS IDENTIFIED IN ARTICLE 2 OF THIS AGREEMENT SHALL EITHER (1) MAINTAIN THEIR MEMBERSHIP IN THE UNION, (2) BECOME MEMBERS OF THE UNION OR (3) PAY A SERVICE FEE TO THE UNION IN AN AMOUNT WHICH MAY NOT EXCEED THE ANNUAL DUES FOR MEMBERSHIP IN THE UNION AS A CONDITION OF EMPLOYMENT. THIS ARTICLE SHALL BE ADMINISTERED IN ACCORDANCE WITH OHIO REVISED CODE SECTION 4117.09

4.02 IN THE EVENT THAT A SERVICE FEE IS TO BE CHARGED TO A MEMBER OF THE BARGAINING UNIT, THE TOWNSHIP SHALL DEDUCT SUCH FEE IN THE SAME MANNER AS DUES ARE DEDUCTED AS SPECIFIED IN ARTICLE 5 OF THIS AGREEMENT.

4.03 THE UNION AGREES TO INDEMNIFY THE TOWNSHIP AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, OR OTHER LIABILITY THAT MAY ARISE BY REASON OF ANY ACTION OF THE TOWNSHIP IN COMPLYING WITH THE PROVISIONS OF THIS ARTICLE.

ARTICLE 5- DUES CHECK OFF:

5.01 THE TOWNSHIP AGREES TO PROVIDE FOR PAYROLL DEDUCTIONS OF THE UNION DUES FROM THE PAYCHECK OF EACH MEMBER – EMPLOYEE WHO INDIVIDUALLY AND VOLUNTARILY SERVES IN WRITING AUTHORIZATION FOR SUCH DEDUCTIONS. THE TOTAL AMOUNT OF DEDUCTIONS SHALL BE WITHHELD EACH PAY PERIOD AND REMITTED TO THE TREASURER OF THE UNION ONCE A MONTH.

5.02 THE TOWNSHIP AGREES TO DEDUCT FAIR SHARE FEES FROM NON – MEMBERS OF THE BARGAINING UNIT IN THE CLASSIFICATION OF FULLTIME FIREFIGHTER IN ACCORDANCE WITH SECTION 4117.09 OF THE OHIO REVISED CODE.

ARTICLE 6 – MANAGEMENT RIGHTS:

6.01 THE EMPLOYER’S EXCLUSIVE MANAGEMENT RIGHTS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING, PURSUANT TO OHIO REVISED CODE SECTION 4117.08

1. 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 SERVICES, ITS OVERALL BUDGET, UTILIZATION OF TECHNOLOGY, AND ORGANIZATION STRUCTURE;
2. DIRECT, SUPERVISE, EVALUATE, OR HIRE EMPLOYEES;
3. MAINTAIN AND IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF GOVERNMENTAL OPERATIONS;
4. DETERMINE THE OVERALL METHODS, PROCESS, MEANS, OR PERSONNEL BY WHICH GOVERNMENTAL OPERATIONS ARE TO BE CONDUCTED;
5. SUSPEND, DISCIPLINE, DEMOTE, OR DISCHARGE FOR JUST CAUSE, OR LAYOFF, TRANSFER, ASSIGN, SCHEDULE, PROMOTE, OR RETAIN EMPLOYEES;
6. DETERMINE THE ADEQUACY OF THE WORK FORCE;
7. DETERMINE THE OVERALL MISSION OF THE TOWNSHIP AS A UNIT OF GOVERNMENT;
8. EFFECTIVELY MANAGE THE WORK FORCE;
9. TAKE ACTIONS TO CARRY OUT THE MISSION OF THE PUBLIC EMPLOYER AS A GOVERNMENTAL UNIT.

ARTICLE 7- UNION BUSINESS:

7.01 UNION REPRESENTATIVES: THE UNION SHALL HAVE THE RIGHT TO APPOINT OR ELECT REPRESENTATIVES FROM ITS MEMBERSHIP TO SERVE AS OFFICERS, BUSINESS AGENTS OR MEMBERS OF COMMITTEES AND SUCH REPRESENTATIVES SHALL BE RECOGNIZED BY THE TOWNSHIP TO REPRESENT THE UNION IN MATTERS COVERED BY THIS AGREEMENT. THE NAMES OF EMPLOYEES CHOSEN WHO MAY REPRESENT THE UNION, SHALL BE CERTIFIED TO THE TOWNSHIP IN WRITING.

7.02 WHEN IT IS NECESSARY FOR THE TOWNSHIP AND THE UNION TO MEET ON MATTERS ARISING FROM THE APPLICATION OF THE AGREEMENT, THE TOWNSHIP SHALL SCHEDULE SUCH MEETINGS WITHIN A REASONABLE PERIOD OF TIME. A UNION REPRESENTATIVE WHO ATTENDS SUCH MEETINGS DURING HIS / HER REGULARLY SCHEDULED WORK HOURS SHALL NOT LOSE PAY.

7.03 THE UNION SHALL HAVE THE RIGHT TO HOLD UNION MEETINGS AT THE FIRE STATION. SUCH MEETINGS SHALL BE OF REASONABLE DURATION AND WILL NOT DISRUPT THE USUAL SERVICES AND DUTIES OF EMPLOYEES. A SCHEDULE OF MEETINGS WILL BE PROVIDED TO THE FIRE CHIEF FOR HIS APPROVAL. PERMISSION FOR THIS USE SHALL NOT BE UNREASONABLY DENIED.

7.04 THE TOWNSHIP AGREES TO PROVIDE THE PRESIDENT OF THE UNION OR HIS / HER DESIGNEE UP TO 48 HOURS OF DUTY OFF PER YEAR WITH PAY TO ATTEND LOCAL, STATE, OR INTERNATIONAL CONFERENCES, CONVENTIONS, AND MEETINGS. THE UNION SHALL GIVE THE TOWNSHIP REASONABLE NOTICE OF SUCH CONFERENCES, CONVENTIONS, OR MEETINGS AND PROVIDE REASONABLE DOCUMENTATION OF SUCH.

ARTICLE 8 – E.M.S. PAY/ EDUCATION AND TRAINING INCENTIVES:

8.01 ANY EMPLOYEE HOLDING A VALID EMERGENCY MEDICAL TECHNICIAN CERTIFICATION, SHALL RECEIVE THE FOLLOWING ADDITIONAL PAY, TO BE PAID IN ONE (1) LUMP SUM ON THE FIRST PAY IN NOVEMBER OF EACH CONTRACT YEAR.

E.M.T. PAY
\$ 1,500.00

MEDIC PAY
\$ 1,750.00

8.02 BEGINNING JANUARY 1, 2015, ANY EMPLOYEE WHO, WITH THREE YEARS OF FULL-TIME SERVICE, HAS SUCCESSFULLY COMPLETED AND RECEIVED AN ASSOCIATES DEGREE IN FIRE/EMS RELATED FIELD FROM AN ACCREDITED COLLEGE OR UNIVERSITY OR HAS ACCUMULATED TWO HUNDRED FIFTY (250) HOURS OF TRAINING SHALL RECEIVE ADDITIONAL PAY IN THE AMOUNT OF THIRTY DOLLARS (\$30) PER MONTH.

ARTICLE 9 – DISCIPLINE:

A - ALL DISCIPLINARY ACTION TAKEN AGAINST AN EMPLOYEE IS SUBJECT TO THE GRIEVANCE PROCEDURE.

B - NOT WITHSTANDING THE PROVISIONS OF THIS ARTICLE OR THE GRIEVANCE PROCEDURE, AN EMPLOYEE SUBJECTED TO DISCIPLINARY ACTION SHALL HAVE ACCESS TO ALL OTHER LEGAL RIGHTS AVAILABLE TO HIM / HER UNDER FEDERAL OR STATE LAW, EXCEPT FOR RIGHTS AVAILABLE UNDER OHIO REVISED CODE SECTION 505.38

C - AT ANYTIME A DISCIPLINARY LETTER IS ISSUED A LETTER IS TO GO TO THE CHIEF, EMPLOYEE AND UNION PRESIDENT.

ARTICLE 10 – GRIEVANCE PROCEDURE:

10.01 IT IS THE INTENT AND PURPOSE OF THE PARTIES OF THIS AGREEMENT THAT ALL GRIEVANCES SHALL BE SETTLED AT THE LOWEST STEP POSSIBLE PURSUANT TO THE GRIEVANCE PROCEDURE SPECIFIED HEREIN.

10.02 IT IS UNDERSTOOD BY THE PARTIES THAT ANY BARGAINING UNIT EMPLOYEE SHALL HAVE THE RIGHT TO HAVE A UNION REPRESENTATIVE PRESENT AT ALL STEPS OF THIS PROCEDURE.

10.03 A GRIEVANCE SHALL BE DEFINED AS A WRITTEN CLAIM ARISING UNDER THE TERMS OF THIS AGREEMENT WITH REGARD TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT, INCLUDING DISCIPLINARY ACTION.

THE "GRIEVANT" SHALL BE DEFINED AS ANY BARGAINING UNIT EMPLOYEE OR GROUP OF BARGAINING UNIT EMPLOYEES ALLEGEDLY HARMED AS A RESULT OF A VIOLATION OF THIS AGREEMENT.

DAY - A "DAY" AS USED IN THIS PROCEDURE SHALL MEAN CALENDAR DAY, EXCLUDING SATURDAY, SUNDAY, OR HOLIDAYS.

10.04 THE FOLLOWING PROCEDURE SHALL APPLY TO THE ADMINISTRATION OF ALL GRIEVANCES FILED UNDER THIS PROCEDURE.

INFORMAL STEP – THE PARTIES AGREE THAT POTENTIAL GRIEVANCES ARE BEST RESOLVED AT THE EARLIEST TIME POSSIBLE AND AT THE LOWEST LEVELS. ACCORDINGLY, WHEN EMPLOYEES HAVE COMPLAINTS THEY SHOULD BE INFORMALLY DISCUSSED WITH THE FIRE CHIEF PRIOR TO FILING OF A WRITTEN GRIEVANCE.

- A) ALL FORMAL GRIEVANCES SHALL BE REDUCED TO WRITING AND SHALL INCLUDE THE NAME AND POSITION OF THE GRIEVANT, THE SPECIFIC PROVISIONS OF THE AGREEMENT ALLEGEDLY VIOLATED, THE TIME AND THE PLACE WHERE THE ALLEGED EVENTS OR CONDITIONS GIVING RISE TO THE GRIEVANCES TOOK PLACE, AND A GENERAL STATEMENT OF THE NATURE OF THE GRIEVANCE AND THE RELIEF SOUGHT BY THE GRIEVANT.
- B) ALL FORMAL DECISIONS SHALL BE RENDERED IN WRITING AT EACH STEP OF THE GRIEVANCE PROCEDURE AND COPIES OF THE ANSWER SHALL BE SUBMITTED TO THE GRIEVANT AND HIS / HER REPRESENTATIVE.
- C) THE TIME LIMITS SPECIFIED HEREIN MAY BE WAIVED AT ANY STEP BY MUTUAL AGREEMENT OF BOTH PARTIES. ANY SUCH WAIVER SHALL BE REDUCED TO WRITING AND SIGNED OR INITIALED BY BOTH PARTIES.
- D) FAILURE ON THE PART OF THE TOWNSHIP TO ANSWER GRIEVANCES WITHIN THE SPECIFIED TIME LIMITS WILL PERMIT THE GRIEVANCES TO ADVANCE TO THE NEXT STEP. GRIEVANCES NOT FILED AT THE APPROPRIATE STEP WITHIN THE SPECIFIED TIME LIMITS SHALL BE CONSIDERED DISMISSED.

STEP 1 – ANY BARGAINING UNIT EMPLOYEE WHO BELIEVES THAT HE / SHE HAS A CLAIM ARISING UNDER THE TERMS OF THIS AGREEMENT WITH REGARD TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT INCLUDING DISCIPLINARY ACTIONS, SHALL REDUCE SAID GRIEVANCE TO WRITING AS PROVIDED HEREIN AND SUBMIT THE SAME WITHIN FIVE (5) DAYS OF THE DATE OF OCCURRENCE OR WITHIN FIVE (5) DAYS OF THE DATE THE EMPLOYEE GAINS KNOWLEDGE OF THE OCCURRENCE OF SAID GRIEVANCE TO THE FIRE CHIEF OR HIS DESIGNEE. THE FIRE CHIEF OR HIS DESIGNEE SHALL SCHEDULE A MEETING WITH THE EMPLOYEE AND HIS UNION REPRESENTATIVE WITHIN FIVE (5) DAYS FROM THE DATE THE FIRE CHIEF OR HIS DESIGNEE IS INFORMED OF THE GRIEVANCE. FOLLOWING THIS MEETING THE FIRE CHIEF OR HIS DESIGNEE SHALL HAVE FIVE (5) DAYS TO ANSWER SAID GRIEVANCE.

STEP 2 – IF THE GRIEVANCE IS NOT SATISFACTORILY RESOLVED AT STEP 1, THE GRIEVANCE SHALL PROCEED TO STEP 2 BY THE GRIEVANT NOTIFYING THE BROOKFIELD TOWNSHIP BOARD OF TRUSTEES OF SAID APPEAL WITHIN FIVE (5) DAYS FROM THE DATE OF THE WRITTEN RESPONSE. A MEETING ON SAID GRIEVANCE SHALL BE HELD WITHIN FIVE (5) DAYS FROM THE DATE THE GRIEVANCE IS SUBMITTED TO THE BOARD OF TRUSTEES, WITH THE GRIEVANT AND HIS/HER REPRESENTATIVE PRESENT. THE BOARD OF TRUSTEES SHALL RESPOND IN WRITING TO THE GRIEVANT AND THE UNION REPRESENTATIVE WITHIN FIVE (5) DAYS FROM THE DATE OF THE STEP TWO (2) MEETING. IF THE GRIEVANT IS NOT SATISFIED WITH THE DECISION RENDERED BY THE BOARD OF TRUSTEES, THEN THE GRIEVANT WITH THE UNION MAY PROCEED TO ARBITRATION PURSUANT TO ARTICLE 11 OF THIS AGREEMENT.

ARTICLE 11 – ARBITRATION PROCEDURE:

11.01 IN THE EVENT A GRIEVANCE IS UNRESOLVED AFTER BEING PROCESSED THROUGH ALL STEPS OF THE GRIEVANCE PROCEDURE, UNLESS MUTUALLY WAIVED, THEN WITHIN TEN (10) DAYS AFTER THE RENDERING OF THE DECISION AT STEP 2, THE UNION MAY SUBMIT THE GRIEVANCE TO ARBITRATION. THE PARTIES WILL MEET TO ATTEMPT TO MUTUALLY AGREE UPON AN ARBITRATOR. IF SUCH AGREEMENT IS NOT REACHED, THE PARTIES WILL PROMPTLY REQUEST THE FEDERAL MEDIATION & CONCILIATION SERVICE (FMCS) TO SUBMIT A PANEL OF ARBITRATOR AND WILL CHOOSE ONE BY THE ALTERNATE STRIKE METHOD.

11.02 THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO ADD TO, SUBTRACT FROM, OR IN ANY MANNER ALTER THE SPECIFIC TERMS OF THIS AGREEMENT.

11.03 THE HEARING OR HEARINGS SHALL BE CONDUCTED PURSUANT TO THIS AGREEMENT AND / OR THE PROCEDURES OF THE FMCS.

11.04 THE FEES AND EXPENSES OF THE ARBITRATOR AND THE COST OF THE HEARING ROOM, IF ANY, WILL BE BORNE EQUALLY BY THE PARTIES. 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.

11.05 EACH PARTY SHALL BE SOLELY RESPONSIBLE TO PAY THE EXPENSES OF ANY WITNESS IT WISHES TO CALL AND THE COST OF TRANSCRIPT OF THE PROCEEDINGS IF ONE IS REQUESTED.

11.06 THE ARBITRATOR’S DECISION AND AWARD WILL BE IN WRITING AND DELIVERED WITHIN THIRTY (30) DAYS FROM THE DATE THE RECORD IS CLOSED. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES.

11.07 THE UNION AGREES TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE “BROOKFIELD TOWNSHIP POLICIES AND PROCEDURES MANUAL”. ANY NEW RULES OR REGULATIONS SHALL BE SUBJECT TO REVIEW BY THE UNION PRIOR TO IMPLEMENTATION. CHANGES TO THE RULES AND REGULATIONS THAT ARE DEEMED TO HAVE VIOLATED THE CURRENT COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE.

ARTICLE 12 – SENIORITY:

12.01 SENIORITY SHALL BE DETERMINED AND COMPUTED FROM DATE OF APPOINTMENT TO FULL – TIME STATUS IN THE FIRE DEPARTMENT.

12.02 IN THE EVENT THAT IT BECOMES NECESSARY TO LAYOFF BARGAINING UNIT EMPLOYEES DUE TO LACK OF FUNDS, THE YOUNGEST BARGAINING UNIT EMPLOYEE IN TERMS OF SERVICE SHALL BE LAID – OFF AND ON RECALL THE OLDEST BARGAINING UNIT EMPLOYEE IN SENIORITY WILL BE CALLED BACK FIRST.

ARTICLE 13 – VACATION:

13.01 EACH FULL-TIME BARGAINING UNIT EMPLOYEE SHALL EARN AND BE ENTITLED TO PAID VACATION IN ACCORDANCE WITH THE FOLLOWING:

- A.** TWO WEEKS OR FIVE (5) TOURS OF DUTY VACATION WITH PAY AFTER RENDERING ON ONE (1) YEAR OF SERVICE.
- B.** THREE WEEKS OR SEVEN (7) TOURS OF DUTY VACATION WITH PAY FOR THOSE WHO HAVE WORKED FOR A PERIOD OF (5) YEARS.
- C.** FOUR WEEKS OR NINE (9) TOURS OF DUTY VACATION WITH PAY FOR THOSE WHO HAVE WORKED FOR A PERIOD OF (10) YEARS.
- D.** FIVE WEEKS OR TWELVE (12) TOURS OF DUTY VACATION WITH PAY FOR THOSE WHO HAVE WORKED FOR A PERIOD OF (15) YEARS OR MORE.

13.02 EARNED VACATION SHALL BE AWARDED ON THE BARGAINING UNIT EMPLOYEE’S ANNIVERSARY DATE IN ACCORDANCE WITH THE ABOVE SCHEDULE, PROVIDED THE BARGAINING UNIT EMPLOYEE IS EMPLOYED BY THE TOWNSHIP AT THE TIME, AND ON A SENIORITY BASIS.

13.03 VACATION SHALL BE SCHEDULED SUFFICIENTLY IN ADVANCE TO ENSURE THE MAXIMUM EFFICIENCY OF THE FIRE DEPARTMENT. VACATIONS SHALL BE TAKEN AT A TIME APPROVED BY THE FIRE CHIEF.

13.04 ANY BARGAINING UNIT EMPLOYEE WHO HAS EARNED VACATION TIME BY REASON OF BEING EMPLOYED IN THIS DEPARTMENT SHALL BE ABLE TO TRANSFER HIS / HER VACATION TIME TO ANOTHER TOWNSHIP DEPARTMENT SHALL HE / SHE ELECT SUCH A TRANSFER. VACATION TIME WILL BE COMPUTED VIA HOURS EARNED.

13.05 ANY BARGAINING UNIT EMPLOYEE WHO QUILTS OR IS TERMINATED OR RETIRES AND HAS UNUSED VACATION TIME SHALL RECEIVE SUCH VACATION TIME.

13.06 ALTHOUGH VACATION IS EARNED UPON THE EMPLOYEES ANNIVERSARY DATE, IT MAY BE USED AT ANY TIME DURING THE CALENDAR YEAR IN WHICH THE ANNIVERSARY DATE IS ATTAINED.

13.07 AN EMPLOYEE WHO USES VACATION TIME IN A CALENDAR YEAR PRIOR TO ATTAINING THEIR ANNIVERSARY DATE AND WHO SUBSEQUENTLY TERMINATES

EMPLOYMENT PRIOR TO HIS / HER ANNIVERSARY DATE SHALL HAVE PAYMENT FOR UNEARNED VACATION DEDUCTED FROM THEIR FINAL WAGES. FOR PURPOSES OF THIS SECTION, VACATION TIME SHALL BE PRO-RATED FOR THE ACTUAL TIME WORKED.

ARTICLE 14 – ACCUMULATED VACATION TIME:

14.01 UNUSED VACATION TIME MAY BE CARRIED OVER, BUT IS LIMITED TO TWO (2) WEEKS.

ARTICLE 15 – UNIFORM ALLOWANCE:

15.01 EACH REGULAR MEMBER OF THE BARGAINING UNIT SHALL RECEIVE A UNIFORM ALLOWANCE OF SIX HUNDRED DOLLARS (\$600.00) EACH YEAR PAYABLE ON THE FIRST PAY OF FEBRUARY OF EVERY YEAR. EMPLOYEES ON PROBATION SHALL BE PAID UNIFORM ALLOWANCE QUARTERLY.

15.02 TURN OUT GEAR SHALL BE PROVIDED BY THE TOWNSHIP AS DETERMINED BY THE FIRE CHIEF.

15.03 A NEWLY PROMOTED OFFICER SHALL BE ISSUED ALL REQUIRED DRESS UNIFORMS FOR THAT POSITION AS DETERMINED BY THE FIRE CHIEF.

ARTICLE 16 – WAGES AND SALARIES:

EFFECTIVE JANUARY 1, 2014, THE RATE OF BASE PAY IS AS FOLLOWS:

FIREFIGHTER/PAREMEDIC	\$42,044.17
LIEUTENANT	\$42,716.19
CAPTAIN	\$43,388.22

EFFECTIVE JANUARY 1, 2015, THE RATE OF BASE PAY IS AS FOLLOWS:

FIREFIGHTER/PAREMEDIC	\$42,044.17
LIEUTENANT	\$42,716.19
CAPTAIN	\$43,388.22

EFFECTIVE JANUARY 1, 2016 THE RATE OF BASE PAY IS AS FOLLOWS:

FIREFIGHTER/PAREMEDIC	\$43,305.50
LIEUTENANT	\$43,997.68
CAPTAIN	\$44,689.87

16.04 BASE ANNUAL SALARY IS DETERMINED BY WORKING 2736 HOURS.

16.05 EMPLOYEES HIRED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE PAID ACCORDING TO THE FOLLOWING SCHEDULE WHICH SHALL BE BASED ON THE FIREFIGHTERS BASIC HOURLY RATE:

- STEP 1 – YEARS 1 AND 2 – 70%
- STEP 2 – YEARS 3 AND 4 – 80 %
- STEP 3 – YEARS 5 AND 6 – 90%

16.06 UPON COMPLETION OF SIX (6) FULL YEARS OF SERVICE, EMPLOYEES SHALL BE PAID AT 100 % OF THE FIREFIGHTERS BASIC HOURLY RATE.

16.07 THE TOWNSHIP RESERVES THE RIGHT TO SET THE BEGINNING WAGE AT OTHER THAN STEP 1 BASED ON CONSIDERATION OF THE EXPERIENCE LEVEL AND QUALIFICATIONS OF NEW HIRES.

16.08 ALL CURRENT PARAMEDICS WILL MAINTAIN THERE MEDIC CERTIFICATION AS A CONDITION OF EMPLOYMENT. ANY FUTURE ENTRY LEVEL EMPLOYEES WILL BE REQUIRED TO BE OR BECOME A PARAMEDIC.

ARTICLE 17 – MILITARY LEAVE:

17.01 EMPLOYEES WHO ARE MEMBERS OF THE OHIO NATIONAL GUARD OR RESERVE COMPONENTS OF THE ARMED FORCES OF THE UNITED STATES SHALL BE GRANTED A LEAVE OF ABSENCE NOT TO EXCEED TWO (2) WEEKS FOR MANDATORY MILITARY ACTIVITIES IN A CALENDAR YEAR. SUCH LEAVE WILL NOT BE CHARGED AGAINST SICK LEAVE, VACATION, OR COMPENSATORY TIME.

EXCEPT FOR EMERGENCY CALL UPS, THE EMPLOYEE MUST SUBMIT TO THE FIRE CHIEF, MILITARY ORDERS OR A STATEMENT FROM THE APPROPRIATE MILITARY COMMANDER AT LEAST TWO WEEKS IN ADVANCE OF THE STARTING DATE OF SUCH LEAVE. EVIDENCE OF EMERGENCY CALL UPS MUST BE SUBMITTED AS SOON AS POSSIBLE.

EMPLOYEES ON MILITARY LEAVE SHALL RECEIVE PAY NOT TO EXCEED TWO (2) WEEKS, SHALL BE PAID DURING SUCH ABSENCE THE DIFFERENCE BETWEEN THEIR REGULAR STRAIGHT TIME WAGES AND THEIR MILITARY PAY FOR SUCH TIME AS VERIFIED TO THE FIRE CHIEF BY MILITARY PAY VOUCHER.

ARTICLE 18 – HOSPITALIZATION, SURGICAL – MEDICAL INSURANCE:

18.01 THE EMPLOYER WILL PROVIDE AND PAY THE FULL PREMIUM ON BEHALF OF EACH FULL TIME EMPLOYEE FOR HOSPITALIZATION AND MEDICAL SERVICE COVERAGE.

18.02 THE ANNUAL PREMIUMS FOR SINGLE AND FAMILY HEALTH INSURANCE COVERAGE WHICH BECOME EFFECTIVE AUGUST 1, 2007 SHALL BE KNOWN AS THE BASE ANNUAL PREMIUMS AND THE BASE DATE. ON EACH ANNIVERSARY OF THE BASE DATE, THE ANNUAL PREMIUMS SHALL BE REVIEWED AND THE FOLLOWING ACTIONS TAKEN;

1. IF THE NEW ANNUAL PREMIUMS ARE WITHIN 5% OF THE BASE ANNUAL PREMIUMS, THE CURRENT LEVEL OF COVERAGE WILL CONTINUE.
2. IF THE NEW ANNUAL PREMIUMS ARE MORE THAN 5% HIGHER THAN THE BASE ANNUAL PREMIUMS, THE HEALTH INSURANCE PACKAGE WILL BE MODIFIED SO THAT THE COST WILL BE NO GREATER THAN A 5% INCREASE.
3. THE TOWNSHIP AND UNION AGREE THAT IN ORDER TO HELP FACILITATE COST CONTAINMENT OF HEALTH INSURANCE PREMIUMS, THEY WILL CREATE AN INSURANCE PANEL TO REVIEW AND ADVISE ON FUTURE HEALTH INSURANCE CONTRACTS. THIS PANEL WILL BE COMPOSED OF THE THREE (3) TOWNSHIP TRUSTEES, A REPRESENTATIVE OF THE FIRE, POLICE, AND ROAD DEPARTMENT BARGAINING UNITS, AND ONE OTHER PERSON APPOINTED BY THE TRUSTEES IN CONSULTATION WITH THE OTHER MEMBERS OF THE PANEL.

THE EMPLOYER AGREES TO HOLD A LABOR/MANAGEMENT MEETING PRIOR TO HEALTH CARE PLAN CHANGES SHOULD ANNUAL PREMIUMS INCREASE MORE THAN 5%. EACH ANNIVERSARY OF THE HEALTH INSURANCE PLAN WILL RESULT IN A NEW BASE RATE AND A NEW ANNUAL PREMIUM, PROVIDED, HOWEVER, THAT THE BASE ANNUAL PREMIUMS SHALL BE THE HIGHER OF ANY PREVIOUS BASE PREMIUM.

18.03 ANY FULL TIME BARGAINING UNIT MEMBERS COVERED UNDER THE TOWNSHIP HEALTH INSURANCE POLICY MAY REQUEST TO RECEIVE ONE HALF OF HIS OR HER INSURANCE PREMIUM PAID DIRECTLY TO HIM OR HER IN LIEU OF HEALTH INSURANCE COVERAGE AS PROVIDED BY THE TOWNSHIP. THE MAXIMUM ALLOWABLE MONTHLY PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE TO ANY EMPLOYEE SHALL BE THREE HUNDRED DOLLARS (\$300.00). ANY EMPLOYEE HIRED AFTER JANUARY 1, 2011 SHALL NOT BE ELEGIBLE FOR THIS BENEFIT.

18.04 FOR THE DURATION OF THIS AGREEMENT, ANY NEWLY HIRED EMPLOYEE, A COORDINATION OF BENEFITS SHALL BE REQUIRED FOR EMPLOYEES WHOSE SPOUSE IS EMPLOYED AND HAS ACCESS TO HEALTH INSURANCE THROUGH HIS/HER EMPLOYER. IN SUCH CASES THE SPOUSE SHALL BE INSURED EXCLUSIVELY BY HIS/HER EMPLOYER. ELIGIBLE DEPENDANTS WILL BE COVERED BY THE INSURANCE PLAN OF THE SPOUSE WHO HAS THE EARLIER BIRTHDAY IN THE CALENDAR YEAR. EMPLOYEES OPTING TO HAVE THEIR SPOUSE AND CHILDREN CARRIED ON THE TOWNSHIP'S POLICY INSTEAD OF THE SPOUSE'S POLICY SHALL PAY THE DIFFERENCE BETWEEN THE SINGLE PLAN AND SPOUSE/FAMILY PLAN.

18.05 EMPLOYEES WITH CHILDREN UP TO TWENTY-SIX (26) YEARS OF AGE, AND NOT ATTENDING A RECOGNIZED INSTITUTION OF ADVANCED EDUCATION BEYOND HIGH SCHOOL, WHO ARE ADDED TO THE TOWNSHIP HEALTH INSURANCE UNDER THE NATIONAL HEALTH INSURANCE ACT OF 2010, SHALL BE RESPONSIBLE FOR THE TOTAL PREMIUM AMOUNT FOR SUCH COVERAGE. THE PREMIUM AMOUNT REQUIRED TO INSURE THESE PERSON(S) WILL BE DEDUCTED FROM THE PARENT.

18.06 IN THE EVENT THAT AN EMPLOYEE SHOULD PASS AWAY. THE TOWNSHIP WILL CONTINUE TO KEEP ALL THE EMPLOYEE FAMILY MEMBERS THAT WERE ON SAID EMPLOYEES HOSPITALIZATION ON THE TOWNSHIP HOSPITALIZATION FOR A MAXIMUM OF 6 MONTHS FROM THE EMPLOYEES DEATH. OR UNTIL SAID FAMILY MEMBERS OBTAIN HOSPITALIZATION.

ARTICLE 19 – LIFE INSURANCE:

19.01 ALL FULL-TIME EMPLOYEES FOR THE FIRE DEPARTMENT SHALL RECEIVE A \$40,000.00 LIFE INSURANCE POLICY WITH THE PREMIUM TO BE PAID BY THE TOWNSHIP.

ARTICLE 20 – PROBATIONARY PERIOD:

20.01 EMPLOYEES HIRED IN THE FIRE DEPARTMENT SHALL SERVE A PROBATIONARY PERIOD OF ONE (1) YEAR.

20.02 ANY PROBATIONARY EMPLOYEE WHO HAS WORKED FOR AT LEAST SIX (6) MONTHS AND IS LAID OFF OR INJURED IN THE LINE OF DUTY NEED NOT START HIS / HR PROBATIONARY PERIOD OVER AGAIN UPON RETURN TO WORK, BUT WILL BE REQUIRED TO COMPLETE THE REMAINING TIME OF THE ONE (1) YEAR PROBATIONARY PERIOD.

ARTICLE 21 – HOLIDAY PROVISIONS:

21.01 ANY FIREFIGHTER NOT WORKING ON THE HOLIDAY WILL RECEIVE EIGHT (8) HOURS HOLIDAY PAY.

21.02 ANY FIREFIGHTER WHO WORKS ON ANY HOLIDAY, SHALL BE PAID HIS / HER BASE SALARY PLUS ONE AND ONE HALF (1 1/2) TIMES HIS / HER BASE RATE FOR ALL HOURS WORKED.

EXAMPLE:

THE FIREFIGHTER WORKING 0000 HOURS TO 0700 HOURS SHALL RECEIVE 18.5 HOURS HOLIDAY PAY.

THE FIREFIGHTER WORKING 0700 HOURS TO 2400 HOURS SHALL RECEIVE 33.5 HOURS HOLIDAY PAY.

ARTICLE 22 – HOLIDAYS:

22.01 HOLIDAYS SHALL BE CELEBRATED ON THE ACTUAL DATE OF THE HOLIDAY, FOR EXAMPLE: JANUARY 1 SHALL BE CELEBRATED AS A HOLIDAY ON THE DAY IT ACTUALLY FALLS AND NOT THE FOLLOWING MONDAY. THESE HOLIDAYS ARE:

- | | | | |
|----|------------------------|-----|------------------|
| 1. | NEW YEARS DAY | 6. | LABOR DAY |
| 2. | MARTIN LUTHER KING DAY | 7. | COLUMBUS DAY |
| 3. | PRESIDENTS DAY | 8. | VETERANS DAY |
| 4. | MEMORIAL DAY | 9. | THANKSGIVING DAY |
| 5. | FOURTH OF JULY | 10. | CHRISTMAS DAY |

22.02 ALL FULL-TIME EMPLOYEES SHALL RECEIVE HOLIDAY PAY FOR THE HOLIDAYS AFTER SIX (6) MONTHS OF FULL-TIME EMPLOYMENT WITH THE TOWNSHIP.

ARTICLE 23 – SAFETY AND HEALTH:

23.01 THE TOWNSHIP AND UNION AGREE TO COOPERATE TO THE FULLEST IN MATTERS OF SAFETY AND HEALTH AND SANITATION, IN ORDER TO ELIMINATE, AS MUCH AS POSSIBLE, ACCIDENTS, DEATH, INJURIES, AND ILLNESS IN THE FIRE SERVICE.

23.02 THE UNION SHALL APPOINT A SAFETY COMMITTEE FOR ITS MEMBERSHIP AND SAID COMMITTEE SHALL BE PERMITTED TO MEET WITH THE CHIEF OF THE FIRE DEPARTMENT, FROM TIME TO TIME, TO DISCUSS THE SAFETY AND HEALTH CONDITIONS OF THE FIRE DEPARTMENT.

ARTICLE 24 – SICK LEAVE:

24.01 SICK LEAVE SHALL BE DEFINED AS AN ABSENCE WITH PAY NECESSITATED BY: 1) ILLNESS OR INJURY TO A BARGAINING UNIT EMPLOYEE; 2) EXPOSURE BY THE BARGAINING UNIT EMPLOYEE TO CONTAGIOUS DISEASE; OR 3) SERIOUS ILLNESS, INJURY OR DEATH IN THE EMPLOYEE'S IMMEDIATE FAMILY.

24.02 ALL FULL-TIME BARGAINING UNIT EMPLOYEES SHALL EARN SICK LEAVE AT THE RATE OF RATE OF 4.6 HOURS FOR EVERY 80 HOURS WORKED IN WHICH THE EMPLOYEE IS IN ACTIVE PAY STATUS. YEARLY SICK LEAVE EARNED SHALL NOT EXCEED 168 HOURS PER YEAR. EMPLOYEES WILL NOT EARN SICK LEAVE FOR A MONTH IN WHICH THEY ARE NOT IN ACTIVE PAY STATUS FOR AT LEAST NINE (9) WORK DAYS.

24.03 A BARGAINING UNIT EMPLOYEE WHO WILL BE ABSENT ON SICK LEAVE SHALL NOTIFY HIS / HER SUPERVISOR OF SUCH ABSENCE AND THE REASON THEREFORE AT LEAST EIGHT (8) HOURS IF POSSIBLE OR A REASONABLE TIME BEFORE THE START OF HIS / HER WORK SHIFT EACH DAY HE / SHE WILL BE ABSENT.

24.04 SICK LEAVE MAY BE USED IN SEGMENTS OF NOT LESS THAN ONE (1) HOUR.

24.05 EMPLOYEES NORMALLY SHALL NOT BE REQUIRED TO FURNISH MEDICAL EVIDENCE TO SUBSTANTIATE A REQUEST FOR SICK LEAVE UNLESS SICK LEAVE EXCEEDS TWO (2) TOURS OF DUTY, THE TOWNSHIP MAY REQUIRE SUCH PROOF OF ILLNESS / INJURY AS MAY BE SATISFACTORY TO THEM OR MAY REQUIRE THE EMPLOYEE TO BE EXAMINED BY A PHYSICIAN DESIGNATED AND PAID BY THE TOWNSHIP.

24.06 IF THE EMPLOYEE FAILS TO SUBMIT ADEQUATE PROOF OF ILLNESS OR INJURY UPON REQUEST OF THE TOWNSHIP, OR IN THE EVENT THAT SUCH PROOF AS SUBMITTED OR UPON THE REPORT OF MEDICAL EXAMINATION, THE TOWNSHIP FINDS THERE IS NOT SATISFACTORY EVIDENCE OF ILLNESS OR INJURY SUFFICIENT TO JUSTIFY THE BARGAINING UNIT EMPLOYEE'S ABSENCE, SUCH LEAVE MAY BE CONSIDERED AN UNAUTHORIZED LEAVE AND SHALL BE WITHOUT PAY.

24.07 ANY ABUSE OF SICK LEAVE OR THE PATTERNED USE OF SICK LEAVE SHALL BE JUST AND SUFFICIENT CAUSE FOR DISCIPLINE AS MAY BE DETERMINED BY THE TOWNSHIP.

24.08 THE TOWNSHIP MAY REQUIRE ANY BARGAINING UNIT EMPLOYEE WHO HAS BEEN ABSENT DUE TO PERSONAL ILLNESS OR NON-WORK RELATED INJURY, PRIOR TO AND AS A CONDITION OF HIS / HER RETURN TO DUTY, TO BE EXAMINED BY A PHYSICIAN PICKED BY THE TOWNSHIP AND PAID BY THE TOWNSHIP, TO ESTABLISH THAT HE / SHE IS NOT DISABLED FOR THE PERFORMANCE OF HIS / HER NORMAL DUTIES AND THAT HIS / HER RETURN TO DUTY WILL NOT JEOPARDIZE THE HEALTH AND SAFETY OF OTHER BARGAINING UNIT EMPLOYEES.

24.09 SICK LEAVE MAY BE USED DUE TO SERIOUS ILLNESS OR INJURY IN THE IMMEDIATE FAMILY, "IMMEDIATE FAMILY" SHALL BE DEFINED TO ONLY INCLUDE THE BARGAINING UNIT EMPLOYEE'S SPOUSE, CHILDREN OR PARENTS RESIDING WITH THE BARGAINING UNIT EMPLOYEE, WHEN THE USE OF SICK LEAVE IS DUE TO DEATH IN THE IMMEDIATE FAMILY, " IMMEDIATE FAMILY" SHALL BE DEFINED TO ONLY INCLUDE THE BARGAINING UNIT EMPLOYEE'S MOTHER, FATHER, SPOUSE, CHILDREN, STEP-CHILDREN, BROTHER, SISTER, FATHER-IN-LAW, MOTHER-IN-LAW, GRANDPARENTS AND STEP-GRANDPARENTS.

24.10 ANY BARGAINING UNIT EMPLOYEE WHO TRANSFERS FROM THIS DEPARTMENT TO ANOTHER DEPARTMENT OF THE TOWNSHIP SHALL BE ALLOWED TO TRANSFER HIS / HER ACCUMULATED SICK LEAVE TO THE NEW DEPARTMENT.

24.11 UPON DEATH OR RETIREMENT OF A FULL-TIME BARGAINING UNIT EMPLOYEE WHO HAS NOT LESS THAT TEN (10) YEARS OF CONTINUOUS SERVICE WITH THE TOWNSHIP, SUCH BARGAINING UNIT EMPLOYEE OR HIS / HER ESTATE SHALL BE ENTITLED TO RECEIVE A CASH PAYMENT EQUAL TO HIS / HER DAILY RATE OF PAY AT THE TIME OF DEATH OR RETIREMENT MULTIPLIED BY TWENTY (20 %) PERCENT OF THE TOTAL NUMBER OF SICK LEAVE HOURS AS CERTIFIED BY THE TOWNSHIP CLERK.

24.12 EMPLOYEES WHO HAD ACCRUED SICK LEAVE “SET ASIDE” BY PRIOR AGREEMENT ON JANUARY 1, 1993 SHALL, UPON DEATH OR RETIREMENT WITH NOT LESS THAN TEN (10) YEARS OF CONTINUOUS SERVICE, BE PAID AT THE CURRENT HOURLY RATE FOR EACH HOUR OF REMAINING “SET ASIDE” SICK LEAVE. THIS “SET ASIDE” SICK LEAVE SHALL NOT BE INCLUDED IN CALCULATION OF HOURS IN 24.11 ABOVE AND IS IN ADDITION TO THE 24.11 ENTITLEMENT. (SEE M.o.U.-A.)

24.13 UPON DEATH OR RETIREMENT OF A FULL TIME EMPLOYEE. ALL ACCURED SICK LEAVE TIME WILL BE PAID TO THE BENEFICIARY OR TO THE EMPLOYEE WITH IN 30 DAYS OF RETIREMENT OR DEATH.

ARTICLE 25 – LEAVE OF ABSENCE:

25.01 EMPLOYEES WHO HAVE COMPLETED TEN (10) YEARS OF SERVICE MAY REQUEST A TEMPORARY LEAVE OF ABSENCE, WITHOUT PAY, FOR A PERIOD NOT TO EXCEED 90 DAYS. SUCH REQUEST SHALL BE IN WRITING AND SPECIFY THE REASON FOR THE REQUESTED ABSENCE. THE TOWNSHIP WILL GIVE CONSIDERATION TO THE REQUEST BASED UPON THE NEEDS OF THE FIRE DEPARTMENT AND THE STAFFING LEVELS.

ARTICLE 26 – INJURY ON DUTY:

26.01 INJURY ON DUTY (IOD) SHALL BE GRANTED TO ANY EMPLOYEE CERTIFIED BY THE TRUSTEES AS INJURED IN THE COURSE AND SCOPE OF HIS / HER EMPLOYMENT. CERTIFICATION WILL NOT BE UNREASONABLY WITHHELD BY THE TOWNSHIP. IF, HOWEVER, AN EMPLOYEE FILES FOR TT OR IS WORKING ELSEWHERE DURING THE TIME THE EMPLOYEE CLAIMS TO BE DISABLED FOR HIS / HER JOB, IOD BENEFITS WILL IMMEDIATELY STOP.

26.02 IF, AFTER A BUREAU DETERMINATION OR THE ADMINISTRATIVE APPEALS PROCESS, WHICHEVER STAGE FINALIZES THE PROCESS, IT IS FOUND BY THE BUREAU, THE INDUSTRIAL COMMISSION OR A COURT THAT THE CLAIM IS NOT RELATED TO THE EMPLOYEE’S TOWNSHIP JOB, THE EMPLOYEE MUST REIMBURSE THE TOWNSHIP FOR ALL IOD USE BY ANY MEANS AVAILABLE: ACCUMULATED TIME, SICK LEAVE, VACATION OR REGULAR PAY DEDUCTIONS. THE AMOUNT SO USED MUST BE REPAID WITHIN A TWELVE (12) MONTH PERIOD.

26.03 IF THE TOWNSHIP DOES NOT CERTIFY A CLAIM, THE EMPLOYEE WILL BE PERMITTED TO USE HIS / HER SICK LEAVE OR VACATION WHICH SHALL BE REIMBURSED IF, AFTER THE BUREAU DETERMINATION OR THE ADMINISTRATIVE APPEALS PROCESS, WHICHEVER STAGE FINALIZES THE PROCESS, IT IS FOUND BY THE BUREAU, INDUSTRIAL COMMISSION OR A COURT THAT THE CLAIM WAS INCURRED IN THE SCOPE OF TOWNSHIP EMPLOYMENT.

26.04 ANY EMPLOYEE GRANTED IOD WILL BE REQUIRED TO APPLY FOR, ATTEND AND FULLY COOPERATE WITH WORKERS COMPENSATION REHABILITATION PROGRAM.

26.05 AFTER THIRTY (30) DAYS OF IOD, THE TOWNSHIP MAY REQUEST THAT THE EMPLOYEE UNDERGO A MEDICAL REVIEW AT THE TOWNSHIP'S EXPENSE, THE DOCTOR WILL BE MUTUALLY AGREED TO BETWEEN THE TOWNSHIP AND THE UNION. IF, HOWEVER THE TOWNSHIP AND THE UNION CANNOT AGREE THEN AN ALTERNATE STRIKING METHOD FROM A LIST OF SPECIALISTS FROM THE TRUMBULL COUNTY MEDICAL SOCIETY, IN THE AREA OF THE EMPLOYEE'S DISABILITY WILL BE USED TO DETERMINE A DOCTOR. THIS MEDICAL REVIEW WILL BE USED TO GRANT OR DENY A REQUEST FOR CONTINUED IOD. IF THE PHYSICIAN DETERMINED THAT THE EMPLOYEE IS ABLE TO WORK IN A (LIGHT DUTY) STATUS, THE TOWNSHIP WILL PROVIDE WORK WITHIN THE FIRE DEPARTMENT, IF AVAILABLE.

26.06 IF THE PHYSICIAN DETERMINES THAT THE EMPLOYEE IS ABLE TO RETURN TO WORK, THE EMPLOYEE MAY RETURN TO WORK OR APPLY TO WORKER'S COMPENSATION FOR TT. IN NO EVENT WILL THE TOWNSHIP CONTINUE TO PAY IOD OR ANY OTHER BENEFIT AFTER A DOCTOR'S DETERMINATION THAT THE EMPLOYEE IS FIT FOR WORK AND THE EMPLOYEE DOES NOT RETURN TO WORK.

26.07 WAGES AND ALL BENEFITS FOR THOSE OFF-DUTY WILL BE CONTINUED UP TO A MAXIMUM OF THREE (3) MONTHS IN A TWELVE (12) MONTH PERIOD FROM THE DATE OF INJURY IF ALL REQUIREMENTS ABOVE ARE MET. AFTER THAT PERIOD, AN EMPLOYEE UNABLE TO RETURN TO WORK CAN FILE FOR WORKER'S COMPENSATION BENEFITS FOR AN EMPLOYEE WHO HAS EXHAUSTED IOD BUT IS UNABLE TO RETURN TO WORK WILL BE CONTINUED FOR ANOTHER THREE HUNDRED SIXTY-FIVE (365) DAYS SO LONG AS THAT EMPLOYEE CONTINUES TO PROVIDE THE TOWNSHIP WITH DOCTOR'S REPORT STATING THAT HE / SHE IS UNABLE TO RETURN TO WORK AT LEAST EVERY THREE (3) MONTHS.

ARTICLE 27 – LIGHT DUTY:

27.01 IN CASE AN ILL OR DISABLED EMPLOYEE IS DETERMINED BY HIS / HER PHYSICIAN TO BE ABLE TO SERVE LIGHT OR LIMITED DUTY, HE / SHE SHALL BE ALLOWED TO RETURN TO WORK UNDER CONDITIONS SET BY THE PHYSICIAN AFTER FIRST USING 5 TOURS OF DUTY FROM THE EMPLOYEES SICK TIME. SUCH LIGHT DUTY LEAVE WILL THEN BE FOR A PERIOD OF SIX WEEKS AFTER USING THE SICK TIME. ONLY 1 FIREFIGHTER PER SHIFT IS PERMITTED ON LIGHT DUTY OR LIMITED DUTY WHICH WILL BE DETERMINED BY SENIORITY. WORKERS COMPENSATION INJURIES WILL HAVE FIRST PRIORITY. APPROVAL OF LIGHT DUTY SHALL BE AT THE DISCRETION OF THE FIRE CHIEF OF DESIGNEE TAKING INTO CONSIDERATION THE NEEDS OF THE DEPARTMENT.

THE FIVE (5) TOUR LIMITATION MAY BE WAIVED UPON REQUEST BY THE EMPLOYEE WITH APPROVAL OF THE FIRE CHIEF.

DISPATCH AND CLERICAL DUTIES SHALL BE THE PREDOMINANT LIGHT DUTY POSITIONS AT THE FIRE STATION, AND ONLY AT THE FIRE STATION. PREFERENCE SHALL BE GIVEN, BUT NOT LIMITED TO EMPLOYEES INJURED ON DUTY AT WHICH TIME THE 5 TOURS OF DUTY ARE WAIVED.

ANY EMPLOYEE ASSIGNED TO A LESS STRENUOUS POSITION, DUE TO HEALTH OR DISABILITY, SHALL CONTINUE TO RECEIVE ALL COMPENSATION AND FRINGE BENEFITS AGREED TO IN THIS CONTRACT.

ARTICLE 28 – LONGEVITY PAY:

28.01 EACH FULL-TIME BARGAINING UNIT EMPLOYEE OF THE FIRE DEPARTMENT WHO HAS RENDERED SERVICES TO THE TOWNSHIP (3) YEARS OR MORE SHALL BE QUALIFIED TO RECEIVE LONGEVITY PAY AS FOLLOWS:

AFTER THREE (3) YEARS	\$ 300.00 PER YEAR
AFTER FIVE (5) YEARS	\$ 400.00 PER YEAR
AFTER TEN (10) YEARS	\$ 600.00 PER YEAR
AFTER FIFTEEN (15) YEARS	\$ 775.00 PER YEAR
AFTER TWENTY (20) YEARS	\$ 925.00 PER YEAR
AFTER TWENTY FIVE (25) YEARS	\$ 1125.00 PER YEAR

28.02 LONGEVITY PAYMENTS SHALL BE MADE IN A LUMP SUM ON THE BASIS OF THE COMPLETION OF A FULL YEAR OF SERVICE ON THE FIRST PAY OF DECEMBER OF EACH YEAR, AND THE EMPLOYEE MUST BE ON FULL TIME STATUS, AND IN THE YEAR OF RETIREMENT LONGEVITY PAYMENT SHALL BE PRO-RATED FOR TIME WORKED.

ARTICLE 29 – CAUSE FOR EMERGENCY RECALL IN DUTY:

29.01 IN CASE OF EMERGENCY CALL OUTS DUE TO NATIONAL, STATE, OR TOWNSHIP EMERGENCIES SUCH AS SERIOUS STRUCTURAL FIRE, COMMON DISASTERS, FLOODS, RIOTS, ETC., EMPLOYEES SHALL BE PAID A MINIMUM OF TWO (2) HOURS AT ONE AND ONE HALF (1 1/2) TIMES THE REGULAR HOURLY RATE. IF CALL OUT REQUIRES MORE THAN TWO (2) HOURS, EMPLOYEES SHALL BE PAID FOR ACTUAL TIME WORKED AT TIME AND ONE HALF (1 1/2) ROUNDED TO THE NEXT HALF (1/2) HOUR FOR ANY PORTION OF AN HOUR WORKED.

ARTICLE 30 – SEVERABILITY:

30.01 IN THE EVENT OF ANY ONE OR MORE PROVISIONS OF THIS AGREEMENT IS OR ARE DEEMED INVALID OR UNENFORCEABLE BY ANY FINAL DECISION OF A COURT OR GOVERNMENTAL AGENCY, THAT PORTION SHALL BE DEEMED SEVERABLE FROM THE REST OF THIS AGREEMENT AND ALL SUCH OTHER PARTS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IN SUCH EVENT, THE TOWNSHIP AND THE UNION WILL, AT THE REQUEST OF EITHER PARTY HERETO, PROMPTLY ENTER INTO NEGOTIATIONS RELATIVE TO THE PARTICULAR PROVISIONS DEEMED INVALID OR UNREASONABLE.

ARTICLE 31 – FUNERAL LEAVE:

31.01 THE BARGAINING UNIT EMPLOYEE SHALL BE GRANTED (2) SHIFTS OR FIVE (5) EIGHT HOUR DAYS FUNERAL LEAVE UPON THE DEATH OF MOTHER, FATHER, SISTER, BROTHER, CHILDREN, GRANDPARENTS, SPOUSE, STEP PARENTS IF RAISED BY THEM, STEP CHILDREN IF THEY WERE RAISED BY THE EMPLOYEE.

ONE (1) SHIFT OR (3) 8 HOUR DAYS FUNERAL LEAVE MAY BE USED FOR THE DEATH OF MOTHER IN LAW, FATHER IN LAW, SISTER IN LAW, BROTHER IN LAW, STEP PARENTS UNLESS RAISED BY THEM, STEP CHILDREN UNLESS THEY WERE RAISED BY THE EMPLOYEE, AUNTS, AND UNCLAS.

31.02 IF NEEDED, AN EXTRA TOUR OF DUTY SHALL BE GRANTED BY THE FIRE CHIEF. (EXAMPLES OF NEED, THE FUNERAL HAS NOT BEEN COMPLETED IN TIME FOR THE EMPLOYEE'S NEXT WORK DAY OR THE FUNERAL SITE IS FURTHER THAN 300 MILES).

31.03 AN EXTRA DAY SHALL BE GRANTED IF NEEDED TO THE EMPLOYEE, BY THE FIRE CHIEF. THAT WORK DAY SHALL BE CHARGED TO THE BARGAINING UNIT EMPLOYEE AS SICK LEAVE.

31.04 SHOULD THE DEATH OCCUR WHILE THE BARGAINING UNIT EMPLOYEE IS ON DUTY, THE BARGAINING UNIT EMPLOYEE SHALL BE RELIEVED OF DUTY AND THAT WORK DAY SHALL NOT BE COUNTED AS FUNERAL LEAVE. SAID MEMBER SHALL RECEIVE HIS / HER PAY FOR THAT DAY

ARTICLE 32 –WORK PERIOD/COMPENSATORY TIME:

32.01 ALL FULL TIME FIREFIGHTERS SHALL WORK TWENTY-FOUR (24) HOURS ON DUTY AND FORTY-EIGHT (48) HOURS OFF DUTY, CONSISTING OF A FIFTY-SIX (56) HOUR WORK WEEK EXCEPT FOR THE ASST. CHIEF.

IN THE FUTURE THE ASST. CHIEF MAY BE PLACE ON DAY TURN AND WORK 8 HOURS PER DAY. IN THE EVENT THE ASST.CHIEF IS PLACED ON DAY TURN THE TOWNSHIP AGREES TO ASSIGN 2 FULL TIME EMPLOYEES PER 24 HOUR SHIFT.

32.02 COMPENSATION FOR OVERTIME SHALL BE IN ACCORDANCE WITH THE FAIR LABOR STANDARDS ACT. (FLSA)

32.03 OVERTIME WILL BE PAID AT THE RATE OF ONE AND ONE HALF (1 1/2) TIMES THE REGULAR RATE OR BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES BY AWARDED COMPENSATORY TIME AT THE RATE OF ONE AND ONE HALF (1 1/2) TIMES. IF COMPENSATORY TIME IS GRANTED, IT SHALL BE USED WITHIN ONE (1) YEAR OF ITS ACCRUAL. THE HOURLY RATE FOR DETERMINING ALL OVERTIME PAY SHALL BE IN ACCORDANCE WITH ARTICLE # 16.

32.04 AT THE CONCLUSION OF THE OVERTIME WORKED, EACH EMPLOYEE SHALL INDICATE, ON A FORM PROVIDED BY THE CITY, HIS PREFERENCE OF PAID OVERTIME OR COMPENSATORY TIME.

32.05 RECORD OF COMPENSATORY TIME SHALL BE SUBMITTED TO THE CHIEF OR HIS DESIGNEE WITH THE PAYROLL AT THE CONCLUSION OF THE WORK PERIOD IN WHICH THE OVERTIME IS WORKED. THE CHIEF OR DESIGNEE'S RECORD REGARDING ACCUMULATION OF ACCRUED COMPENSATORY TIME AND OVERTIME AND THE USE OF COMPENSATORY TIME SHALL BE THE OFFICIAL RECORD.

32.06 APPROVAL OF COMPENSATORY TIME WILL BE SIGNED BY THE FIRE CHIEF OR HIS DESIGNEE AND A COPY GIVEN TO THE EMPLOYEE. THE USE OF ACCRUED COMPENSATORY TIME OFF SHALL BE APPROVED BY THE FIRE CHIEF OR HIS DESIGNEE. COMPENSATORY TIME CAN BE ACCUMULATED UP TO A RUNNING NINETY-SIX (96) HOURS AND MUST BE TAKEN IN NO LESS THAN ONE (1) HOUR INCREMENTS. TWENTY-FOUR (24) HOURS OF COMPENSATORY TIME MAY BE CARRIED OVER TO THE NEXT CALENDAR YEAR. UNPAID, NON-CARRIED OVER COMPENSATORY TIME SHALL BE CASHED OUT BY DECEMBER 31 OF EACH CALENDAR YEAR.

32.07 SHOULD TWO OR MORE EMPLOYEES REQUEST COMPENSATORY TIME OFF AT THE SAME TIME (SAME CALENDAR DAY), PRIORITY OF PREFERENCE WILL BE GIVEN TO THE MOST SENIOR EMPLOYEE. THE USE OF COMPENSATORY TIME AS TIME OFF WILL BE REASONABLY GOVERNED BY SCHEDULING CONSIDERATIONS. THE FIRE CHIEF OR HIS DESIGNEE SHALL NORMALLY RESPOND TO REQUEST FOR COMPENSATORY TIME WITHIN SEVENTY-TWO (72) HOURS.

32.08 COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF: A MEMBER WHO RESIGNS, RETIRES OR IS LAID OFF, DISMISSED, OR UPON DEATH, IS ELIGIBLE AND SHALL BE COMPENSATED ACCORDINGLY FOR ALL THEIR ACCUMULATED OVERTIME, HOLIDAY TIME AND VACATION TIME. IN THE EVENT OF A MEMBER'S DEATH, THE MEMBER'S BENEFICIARY SHALL RECEIVE ALL OF THE EMPLOYEE'S OWED BENEFITS UNDER THIS PARAGRAPH.

ARTICLE 33 – WORK DUTIES:

33.01 NORMALLY WORK DUTIES ASSIGNED TO FIREFIGHTERS SHALL BE REASONABLY RELATED TO THE EFFECTIVE FUNCTIONING OF THE FIRE DEPARTMENT.

ARTICLE 34 – SHIFT EXCHANGE:

34.01 BARGAINING UNIT EMPLOYEES SHALL HAVE THE RIGHT TO EXCHANGE SHIFTS WHEN THE CHANGE DOES NOT INTERFERE WITH THE OPERATIONS OF THE FIRE DEPARTMENT, UPON WRITTEN NOTIFICATION AND APPROVAL OF THE FIRE CHIEF.

ARTICLE 35 – MILEAGE ALLOWANCE:

35.01 BARGAINING UNIT EMPLOYEES REQUIRED TO USE THEIR PRIVATE AUTOMOBILES FOR FIRE DEPARTMENT BUSINESS OUTSIDE OF TRUMBULL COUNTY SHALL BE COMPENSATED AT THE RATE OF THIRTY FOUR AND A HALF (\$.34 1/2) CENTS PER MILE.

ARTICLE 36 – TUITION FOR TRAINING:

36.01 THE EMPLOYER WILL PROVIDE TUITION FOR TRAINING AND ANY COST FOR BOOKS, LODGING, AND MEALS, FOR CLASSES THAT ARE FIRE SERVICE RELATED WITH THE APPROVAL OF THE FIRE CHIEF.

36.02 ALL RECEIPTS ARE TO BE RETURNED TO THE CLERK BEFORE THE NEXT TRUSTEES MEETING, AND REIMBURSEMENT TO BE MADE WITHIN SEVEN (7) DAYS OF THE MEETING.

ARTICLE 37- EDUCATIONAL LEAVE:

37.01 IT IS AGREED THAT TIME AND A HALF (1 1/2) RATE SHALL BE PAID TO EACH FULL-TIME BARGAINING UNIT EMPLOYEE FOR ATTENDING ANY REQUIRED SCHOOL AND TRAINING THAT IS A CONDITION OF EMPLOYMENT AND APPROVED BY THE FIRE CHIEF AND NO REASONABLE REQUEST SHALL BE DENIED.

ARTICLE 38 – PENSION PICKUP:

38.01 THE EMPLOYER AGREES TO PAY THE EMPLOYEES CONTRIBUTION TO THE POLICE AND FIREMAN'S DISABILITY AND PENSION FUND OF OHIO AS OF JANUARY 1, 2014.

ARTICLE 39 – COMPLETE AGREEMENT:

39.01 THE PARTIES AGREE THAT DURING NEGOTIATIONS FOR THIS AGREEMENT BOTH HAD THE UNLIMITED RIGHT AND OPPORTUNITY TO MAKE DEMANDS AND PROPOSALS WITH RESPECT TO ANY ISSUES RELEVANT TO THEIR EMPLOYEE-EMPLOYER RELATIONSHIP, AND THAT THE UNDERSTANDINGS AND AGREEMENTS ARRIVED AT BY THE PARTIES ARE SET FORTH IN THIS AGREEMENT. THIS AGREEMENT CONCLUDES ALL COLLECTIVE BARGAINING BETWEEN THE PARTIES, DURING THE TERM HEREOF AND CONSTITUTES THE SOLE, ENTIRE AND EXISTING AGREEMENT BETWEEN THE PARTIES.

39.02 THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, OR AND WRITTEN, EXPRESSED OR IMPLIED, OR PRACTICES BETWEEN BROOKFIELD TOWNSHIP AND BROOKFIELD FIRE DEPARTMENT EMPLOYEE'S, OR THEIR REPRESENTATIVES AND EXPRESS ALL OBLIGATIONS AND RESTRICTIONS IMPOSED ON EACH OF THE RESPECTIVE PARTIES DURING THIS AGREEMENT.

ARTICLE 40 – TERMS OF AGREEMENT:

40.01 THIS AGREEMENT SHALL BE EFFECTIVE FOR A PERIOD OF THREE (3) YEARS BEGINNING JANUARY 1, 2014 AND TERMINATING DECEMBER 31, 2016. WITHIN NINETY (90) DAYS OF TERMINATION OF THIS AGREEMENT, EITHER PARTY MAY REQUEST TO COMMENCE NEGOTIATIONS FOR A NEW AGREEMENT.

ARTICLE 41 – NO STRIKE:

41.01 REFER TO 4117.15 & 4117.16 OF THE OHIO PUBLIC EMPLOYEE'S COLLECTIVE BARGAINING LAW & RULES.

ARTICLE 42 – PART-TIME / LAYOFF:

42.01 THE TOWNSHIP AGREES THAT PART-TIME EMPLOYEES SHALL BE LAID OFF BEFORE REQUIRING ANY FULL-TIME EMPLOYEE TO BE LAID OFF, AND THAT ALL FULL-TIME EMPLOYEES SHALL BE RETURNED TO SERVICE BEFORE ANY PART-TIME EMPLOYEE IS RETURNED TO SERVICE.

ARTICLE 43 – OFFICER IN CHARGE:

43.01 IN THE ABSENCE OF THE FIRE CHIEF AND ASST.CHIEF, THE TURN OFFICER SHALL BECOME THE OFFICER IN CHARGE.

43.02 IN THE ABSENCE OF THE FIRE CHIEF AND THE TURN OFFICER, THE FIREFIGHTER RECEIVING OFFICERS PAY SHALL BE THE OFFICER IN CHARGE.

43.03 IN THE ABSENCE OF THE TURN OFFICER, THE FULL-TIME FIREFIGHTER OF THAT TURN SHALL RECEIVE TEN (\$ 10.00) DOLLARS PER TURN TO ASSUME THE DUTIES OF THE TURN OFFICER.

THE TURN OFFICER SHALL BE DEFINED AS: THE TOWNSHIP APPOINTED OFFICER THAT IS WORKING THAT SCHEDULED SHIFT.

43.04 VOLUNTEER OFFICERS SHALL HAVE NO MANAGEMENT RIGHTS OVER FULL-TIME BARGAINING UNIT EMPLOYEES.

43.05 PART-TIME PERSONNEL SHALL NOT HOLD RANK OVER FULL TIME BARGAINING UNIT EMPLOYEES.

ARTICLE 44 – MINIMUM MANNING:

44.01 ONE FULL-TIME FIREFIGHTER WILL MAN THE STATION AT ALL TIMES. IN THE EVENT THAT ALL FULL-TIME FIREFIGHTERS FROM A SHIFT ARE TO BE ABSENT, ANOTHER FULL-TIME EMPLOYEE WILL FILL THE VACANCY AND BE PAID OVERTIME IN ACCORDANCE WITH ARTICLE 31.03 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

ARTICLE 45 – COURT TIME:

45.01 WHEN A FULL-TIME FIREFIGHTER IS SUBPOENAED AND APPEARS IN COURT FOR A MATTER ARISING OUT OF THE COURSE OF HIS / HER DUTY WITH THE EMPLOYER, HE / SHE SHALL BE PAID NOT LESS THAT TWO (2) HOURS OR ACTUAL TIME SPENT, WHICH EVER IS GREATER, AT THE RATE OF ONE AND ONE HALF (1 1/2) TIMES THEIR HOURLY RATE.

ARTICLE 46 – TESTING FOR SUBSTANCE ABUSE:

46.01 POST-ACCIDENT TESTING: AS SOON AS PRACTICAL FOLLOWING (A) AN ACCIDENT IN WHICH A FATALITY OCCURS, (B) AN ACCIDENT IN WHICH AN INJURY IS TREATED AWAY FROM THE SCENE AND THE DRIVER / EMPLOYEE RECEIVES A CITATION FOR A MOVING VIOLATION ARISING FROM THE ACCIDENT, OR (C) AN ACCIDENT IN WHICH A VEHICLE IS REQUIRED TO BE TOWED FROM THE SCENE AND THE DRIVER / EMPLOYEE RECEIVES A CITATION FOR A MOVING VIOLATION ARISING FROM THE ACCIDENT, THE DRIVER SHALL BE TESTED FOR ALCOHOL AND CONTROLLED SUBSTANCE. THE TOWNSHIP SHALL CEASE ATTEMPTS TO ADMINISTER THE TEST EIGHT (8) HOURS FOLLOWING THE ACCIDENT FOR ALCOHOL AND THIRTY-TWO (32) HOURS OF CONTROLLED SUBSTANCE.

THE DRIVER SHALL BE TRANSPORTED TO THE COLLECTION SITE BY A REPRESENTATIVE OF THE TOWNSHIP. THE EMPLOYEE SHALL NOT BE PERMITTED TO PERFORM SAFETY-SENSITIVE FUNCTIONS UNTIL A NEGATIVE CONTROLLED SUBSTANCE TEST RESULT IS REPORTED.

UPON A POSITIVE TEST, THE EMPLOYEE SHALL BE SUBJECT TO DISCIPLINE AS PROVIDED HEREIN.

46.02 RANDOM TESTING: RANDOM TESTING WILL ONLY BE ADMINISTERED TO DETERMINE DRUG USAGE. THERE WILL BE NO ALCOHOL TESTING ON A RANDOM BASIS. A MINIMUM NUMBER OF THREE (3) FIREFIGHTERS WILL BE RANDOMLY SELECTED USING A SCIENTIFICALLY VALID METHOD IN WHICH EACH FIREFIGHTER WILL HAVE AN EQUAL CHANCE OF BEING TESTED EACH TIME SELECTIONS ARE MADE. THE DATES FOR TESTING SHALL BE UNANNOUNCED AND SPREAD THROUGHOUT THE CALENDAR YEAR. WHEN A FIREFIGHTER IS SELECTED FOR TESTING, HE / SHE SHALL CEASE DOING THE SAFETY-SENSITIVE FUNCTIONS AND PROCEED TO THE TEST SITE IMMEDIATELY.

-THE FIREFIGHTER(S) SHALL BE TRANSPORTED TO THE COLLECTION SITE BY A REPRESENTATIVE OF THE TOWNSHIP.

-UPON A POSITIVE TEST, THE EMPLOYEE SHALL BE SUBJECT TO DISCIPLINE AS PROVIDED HEREIN.

46.03 REASONABLE SUSPICION TESTING: A SUPERVISOR MAY REQUIRE A FIREFIGHTER TO UNDERGO TESTING FOR ALCHOL OR CONTROLLED SUBSTANCES BASED ON A SPECIFIC, CONTEMPORANEOUS, ARTICULABLE OBSERVATIONS CONCERNING THE APPEARANCE, BEHAVIOR, SPEECH OR BODY ODORS OF THE FIREFIGHTERS. IF A FIREFIGHTER IS REQUIRED TO UNDERGO TESTING UNDER THIS SECTION THE FIREFIGHTER MUST IMMEDIATELY CEASE TO PERFORM THE SAFETY SENSITIVE FUNCTION UNTIL A NEGATIVE CONTROLLED SUBSTANCE TEST IS REPORTED. FOLLOWING A REASONABLE SUSPICION CONTROLLED SUBSTANCE TEST, THE FIREFIGHTER WILL, AT THE DISCRETION OF THE TOWNSHIP, EITHER BE PLACED ON ADMINISTRATIVE LEAVE WITH PAY OR ASSIGNED TO PERFORM NON-SAFETY SENSITIVE FUNCTIONS UNTIL THE TEST RESULTS ARE AVAILABLE. IF THE CONTROLLED SUBSTANCE TEST RESULTS ARE NEGATIVE, AND NO OTHER WORK RULE VIOLATIONS HAVE OCCURRED, THE EMPLOYEE SHALL BE RETURNED TO HIS/HER FIREFIGHTER POSITION. UPON POSITIVE TEST, THE EMPLOYEE SHALL BE SUBJECT TO DISCIPLINE AS PROVIDED HEREIN.

46.04 DISCIPLINE FOR POSITIVE TEST RESULTS: DISCIPLINE FOR POSITIVE TEST RESULTS SHALL BE AS FOLLOWS

FIRST OFFENSE	EMPLOYEE MUST ATTEND AND COMPLETE A REHABILITATION PROGRAM AND MAY RETURN TO WORK AFTER A NEGATIVE TEST RESULT.
SECOND OFFENSE	30 CALENDAR DAY SUSPENSION AND EMPLOYEE MUST ATTEND AND COMPLETE A REHABILITATION PROGRAM AT HIS OR HER EXPENSE AND MAY RETURN TO WORK AFTER RECEIVING A NEGATIVE TEST RESULT.
THIRD OFFENSE	TERMINATION

46.05 RETURN TO DUTY TESTING: BEFORE A FIREFIGHTER, WHO HAS BEEN FOUND TO BE IN VIOLATION OF THE PROHIBITIONS SECTION OF THIS POLICY, MAY RETURN TO DUTY IN A POSITION REQUIRING THE PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS, THE FIREFIGHTER MUST UNDERGO TESTING FOR ALCOHOL AND / OR CONTROLLED SUBSTANCE. THE RESULTS OF THE ALCOHOL TESTS MUST SHOW LESS THAN 0.04 CONCENTRATION. IF THE OFFENSE INVOLVES ALCOHOL, AND CONTROLLED SUBSTANCE TEST MUST BE NEGATIVE IF THE OFFENSE INVOLVES CONTROLLED SUBSTANCE.

46.06 CERTIFIED TESTING: THE TEST SHALL BE DONE BY A LABORATORY CERTIFIED AS A MEDICAL AND FORENSIC LABORATORY WHICH COMPLIES WITH THE SCIENTIFIC AND TECHNICAL GUIDELINES FOR FEDERAL DRUG TESTING PROGRAMS AND STANDARDS FOR URINE DRUG TESTING FOR FEDERAL AGENCIES ISSUED BY THE ALCOHOL, DRUG ABUSE AND MENTAL HEALTH ADMINISTRATION OF THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (53 FED. REG. 11970 4/11/88).

FEDERAL STANDARDS SHALL BE USED TO DETERMINE WHAT LEVELS OF DETECTED SUBSTANCE SHALL BE CONSIDERED POSITIVE. CURRENT FEDERAL REGULATIONS SHALL BE CONTROLLING IN CASE OF CHANGE OR CONFLICT.

46.07 SPECIMEN COLLECTION: AT THE TIME THE URINE SPECIMEN IS COLLECTED, TWO (2) SAMPLES WILL BE TAKEN, ONE (1) SAMPLE WILL BE SENT TO THE LABORATORY TO BE TESTED AT THE TOWNSHIP'S EXPENSE. IF THE FIRST SAMPLE TESTS POSITIVE, THEN, UPON WRITTEN REQUEST BY THE EMPLOYEE WITHIN SEVENTY-TWO HOURS, THE SECOND SAMPLE SHALL BE TESTED SEPARATELY AT AN APPROVED DHHS LABORATORY CHOSEN BY THE EMPLOYEE. ALL TEST RESULTS ARE TO BE REVIEWED BY THE MRO BEFORE BEING RELEASED.

BREATH ALCOHOL TESTING FOR OPERATORS, USING THE EBT DEVICE, WITH ANY RESULT LESS THAN .04 ALCOHOL CONCENTRATION SHALL BE CONSIDERED A "NEGATIVE" TEST. IF ANY RESULT TEST RESULT BETWEEN .04 AND .07, THE OPERATOR SHALL NOT BE PERMITTED TO OPERATE A TOWNSHIP VEHICLE FOR TWENTY-FOUR (24) HOURS. A TEST RESULT OF .04 OR GREATER SHALL BE CONSIDERED A "POSITIVE" TEST.

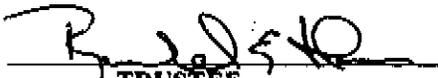
ARTICLE 47 – SUCCESSORS:

46.01 *SHOULD* THE TOWNSHIP JOIN A JOINT FIRE DISTRICT, THE TOWNSHIP WILL REQUIRE THE JOINT FIRE DISTRICT TO HIRE ALL BARGAINING UNIT MEMBERS AT THEIR THEN CURRENT RATE OF PAY UNLESS THE UNION AND THE TOWNSHIP AGREE OTHERWISE. THE JOINT FIRE DISTRICT WILL HAVE ALL LEGAL OBLIGATIONS OF A SUCCESSOR EMPLOYER, IF IT IS LEGALLY FOUND TO BE ONE.

COLLECTIVE BARGAINING AGREEMENT

SIGNED AND DATED AT BROOKFIELD, OHIO, ON THIS 7th
DAY OF JANUARY, 20 14.

FOR THE TOWNSHIP OF BROOKFIELD


TRUSTEE


TRUSTEE


TRUSTEE

FOR THE UNION LOCAL
3443 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO


PRESIDENT


VICE-PRESIDENT


SECRETARY-TREASURER

MEMORANDUM OF UNDERSTANDING

A: THE "SET ASIDE" HOURS FOR FIREFIGHTER DAVE COFFY IS (720) SEVEN HUNDRED AND TWENTY HOURS AT (100%) ONE HUNDRED PERCENT RATE.