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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SHAWNEE TOWNSHIP  
BOARD OF TRUSTEES**

**AND**

**THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS,  
LOCAL #2550**

**Case No(s). 2014-MED-02-0174**

**EFFECTIVE:**

**April 1, 2014 through March 31, 2017**

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## **PREAMBLE/PURPOSE**

This Agreement, entered into by the Shawnee Township Board of Trustees, hereinafter referred to as the “Employer” or “Township”, and the International Association of Fire Fighters, Local #2550, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

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

## **ARTICLE 1** **UNION RECOGNITION**

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of collective bargaining of all wages, hours, terms, and other conditions of employment. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include all full-time employees of the Employer employed as Firefighters, Lieutenants (if position is implemented), Captains, Platoon Chiefs, and Fire Safety Inspector.

**Section 1.2.** The parties mutually agree that all employees above the rank of Platoon Chief, confidential employees and casual employees as defined by Ohio Revised Code Chapter 4117 shall be excluded from the bargaining unit. The parties further agree that all volunteer firefighters shall be excluded from the bargaining unit. Bargaining unit employees who promote to a position outside the bargaining unit may be returned to their former position within the bargaining unit anytime during the probationary period applicable to their newly obtained position not to exceed one (1) year. Following completion of the probationary period, the non-bargaining unit employee may apply for a vacancy in any position within the bargaining unit but may not bump any bargaining unit employee from the employee’s present position within the bargaining unit.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**Section 2.1.** The Employer agrees not to restrain or coerce any employee because of Union membership or because of any legally authorized employee activity in an official capacity on behalf of the Union.

**Section 2.2.** There shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 2.3.** The parties agree not to unlawfully discriminate against any employees with regard to wages, training, promotions, transfer, discipline, working conditions, or other provisions of this Agreement because of age, race, color, religion, national origin, ancestry, sex, disability, handicap, military status, or because the employee is a Vietnam era veteran.

**ARTICLE 3**  
**UNION REPRESENTATION**

**Section 3.1.** The IAFF Staff Representative shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings or hearings. Upon arrival, the staff representative shall be identified to the ranking officer in charge.

**Section 3.2.** The Union shall submit in writing to the Employer the names of up to four (4) employees authorized to act as Union Representatives for the purpose of processing grievances as outlined in the Grievance Procedure or representing employees in accordance with Article 9 herein (Disciplinary Procedures), and any non-employee representatives. The employees designated by the Union to act as Union Representatives shall be recognized as the "grievance committee" for purposes of processing grievances as specified in Article 7 herein unless the Union notifies the Fire Chief in writing of a change in the grievance committee members. In addition, the Union shall designate a steward on each platoon who shall be authorized to receive correspondence from the Employer on behalf of the Union or any bargaining unit employee during any absence of the regularly authorized Union Representative or the bargaining unit member. The Union shall also submit in writing to the Employer the names of the three (3) stewards.

**Section 3.3.** The Union shall also provide to the Fire Chief the names, office held, address, and telephone numbers of all employee Union officers and/or non-employee representatives authorized to act on behalf of the Union. This list shall be kept current at all times. No employee shall be recognized by the Employer as a representative of the Union until the Union has presented the Fire Chief with written certification of that person's appointment.

**Section 3.4.** The investigation and writing of grievances shall not interfere with nor disrupt emergency responses, training programs, tours, and other work assignments which require

completion within a designated time frame. If grievance hearings are scheduled during the grievant's or employee Union representative's regular work hours, the grievant and the employee Union representative shall be permitted to attend the hearing without loss of pay. There shall be no payment of overtime for time spent conducting Union activities unless approved in advance by the Employer.

**Section 3.5.** The Employer agrees to authorize Union meetings involving on duty employees provided such meeting does not interfere with normal department operations. Except as otherwise specified herein, the Union agrees that no representative of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. Unauthorized activity shall cease upon demand of the Employer. Employees attending any meetings held on Township property shall be subject to all departmental regulations while in attendance. Employees shall not be permitted to attend meetings of the Board of Trustees while the employee is on duty, unless such attendance is authorized in advance by the Fire Chief.

#### **ARTICLE 4** **DUES DEDUCTION**

**Section 4.1.** The Employer agrees to deduct Union membership dues, initiation fees and assessments in accordance with this Article for all employees eligible for the bargaining unit. The Union shall certify to the Employer the amount to be deducted.

**Section 4.2.** The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments each pay from any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form as contained in Appendix 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 the authorization was received by the Employer. The written authorization for payroll deduction of Union dues shall be irrevocable except during the thirty (30) day period immediately prior to the end of each contract year. This Article shall not be construed as requiring an employee to become or remain a member of the Union as a condition of securing or retaining employment.

**Section 4.3.** For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article, once each pay to the appropriate individual as designated in writing by the Union.

**Section 4.4.** 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, initiation fees or assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee 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.

This section shall not indemnify the Employer against any willful or negligent conduct by the Township pertaining to the application of this Article.

The Employer shall promptly notify the Union of any claims relating to this Article and shall permit the Union to participate in the defense of such claims.

**Section 4.5.** The Employer shall be relieved from making such individual “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) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with this Article; or (6) any other separation from the Township’s payroll.

**Section 4.6.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 4.7.** 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 thirty (30) days after the date such an error is claimed to have occurred or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 5.1.** The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to the following areas of discretion:

- (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 organizational 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 lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the overall mission of the Employer as a unit of government;
- (7) Determine the adequacy of the work force;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the Public Employer as a governmental unit.

**Section 5.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the sole right and function of the Employer.

## **ARTICLE 6**

### **NO STRIKE/NO LOCKOUT**

**Section 6.1.** The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, work slowdown or any other concerted activity which would interrupt the operations or services of the Employer.
- B. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 6.1(A) of this Article.

**Section 6.2.** In the event of any violation of Section 6.1 of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts.

**Section 6.3.** Nothing in this Article shall be construed to limit or abridge the Employer's right to discipline employees or seek other available remedies provided by law to deal with any unauthorized or unlawful strikes or other interruption of services as outlined in Section 6.1 (A) above.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 7.1.** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

**Section 7.2.** Unless otherwise specified in a specific article of this Agreement, all grievances must be processed at the proper step in order to be considered at the 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 any step to lapse without any further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management’s last answer.

If the grievance is not answered by management within the stipulated time limits a copy of the original grievance may be advanced by the employee to the next step in the grievance procedure. All time limits may be extended upon mutual consent of the parties which shall be in writing.

**Section 7.3.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties. (Appendix B).

1. Grievied employee’s name and signature.
2. Grievied employee’s classification.
3. Date grievance filed.
4. Date and time grievance occurred.
5. The location where the grievance occurred.
6. A description of the incident(s) giving rise to the grievance.
7. Specific articles and sections of the Agreement alleged to have been violated.
8. Desired remedy to resolve the grievance.

**Section 7.4.** A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, any employee may be selected by the Union to process the grievance provided each employee desiring to file the grievance signs the grievance form. A local Union officer may file a grievance on behalf of the local Union

where it is alleged that all employees in the bargaining unit have been grieved in the same manner.

**Section 7.5.** At each step of the grievance procedure, the original form containing the original signatures shall be personally presented to the Employer Representative designated in the grievance procedure. If the Employer representative is unavailable, the grievance may be presented to the Township Trustee designated for the Fire Department or, if that person is unavailable, to the Board's Administrative Assistant for processing to the appropriate Employer Representative. The Employer Representative at each step of the procedure shall return the original grievance form, with the Employer's written response to the employee (grievant), or if the employee is absent, place a copy in the employee's mailbox at the Fire Station and have a grievance committee member or steward, as identified by the Union in accordance with Section 3.2 of this Agreement, sign an acknowledgment of receipt for the grievance response.

**Section 7.6.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible.

**Step 1:** In order for the alleged grievance to receive consideration under this procedure the local Union Grievance Committee shall meet with the grievant to determine if the grievance is valid and if it should be forwarded to the Fire Chief. If it is determined valid, both the grievant and the majority of the members of the Union Grievance Committee shall sign the Grievance Form. The designated Union Representative (as identified by the Union in accordance with Section 3.2 of this Agreement) will present the grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the incident creating the alleged grievance. If the employee can substantiate not being aware of the incident which gave rise to the grievance within fourteen (14) calendar days following its occurrence, the employee shall have fourteen (14) calendar days from the date the employee can substantiate becoming aware of the incident, in which to file the grievance. The Fire Chief shall investigate and respond in writing to the grievance within seven (7) calendar days following receipt of the grievance. Nothing herein shall prevent the grievant and/or a Grievance Committee Member(s) from verbally discussing the complaint with the Fire Chief prior to filing a formal grievance provided such discussion must take place within the time limits stipulated above.

Any employee who, after receiving the response from the Fire Chief in Step 1 of this procedure, desires to process the grievance to Step 2 of this procedure, shall submit the grievance and the Fire Chief's response to the Union Grievance Committee for its review. The Union Grievance Committee shall determine if the alleged violation should be processed to Step 2 of the grievance procedure and shall so advise the employee.

If the Union Grievance Committee approves the further processing of the grievance, it shall so indicate on the grievance form and the grievance shall be processed to Step 2 of the grievance procedure.

**Step 2:** If the grievance is not resolved at Step 1, the employee has ten (10) calendar days following the Fire Chief's written response to present the grievance to the Township Trustee designated for the Fire Department. The designated Trustee shall, within fourteen (14) calendar days schedule a meeting to review the grievance with the grievant and the grievant's Union representative, if a representative is requested. Either party may request such other persons attend the meeting as necessary to assist in resolving the grievance. The designated Trustee shall respond in writing to the grievant within seven (7) calendar days following the meeting, or within fourteen (14) calendar days following receipt of the grievance if the parties are unable to schedule a meeting.

**Step 3:** If the grievance is not resolved at Step 2 the employee may request that the grievance be submitted to the Board of Trustees by the Township Trustee designated for the Fire Department at the next regularly scheduled Board Meeting. The Trustees shall review the grievance and all previous responses and shall affirm the grievance, deny the grievance, or direct the designated Trustee to schedule a meeting between the Board of Trustees, the grievant, and the grievant's Union Representative, if a representative is requested, to be held no later than the next regularly scheduled Board of Trustees meeting. The Board of Trustees shall provide a written response to the grievant within seven (7) calendar days following receipt of the grievance at their regularly scheduled Board meeting or within seven (7) calendar days following the meeting with the grievant if such a meeting is determined necessary.

**Step 4 – Arbitration:** If the grievance is not satisfactorily resolved by the Employer's response at Step 3, the Union shall have seven (7) calendar days in which to personally present a written request for arbitration to the Township Trustee designated for the Fire Department or, if that person is unavailable, to the Board's Administrative Assistant for presentation to the Board of Trustees at the next regularly scheduled Board Meeting. If a request for arbitration is not received within the seven (7) calendar day period, the grievance shall be considered resolved. The following procedures shall be applicable to arbitration:

- A. An arbitrator shall be selected in the following manner: The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of nine (9) arbitrators from the State of Ohio who are members of the National Academy of Arbitrators. The party initially requesting arbitration of the grievance shall be responsible for all costs involved in obtaining the list of arbitrators. Each party shall have the opportunity to reject one (1) list of arbitrators and request another list. The party rejecting the list of arbitrators shall be responsible for all costs involved in obtaining another list of

arbitrators. After an acceptable list is obtained, the parties shall then choose an arbitrator in accordance with the rules and regulations of AAA.

The parties shall request a "List with Appointment" from the AAA. Once an arbitrator has been appointed by the AAA the parties shall be solely responsible for contacting the arbitrator and arranging for a mutually agreeable date and time for the arbitration hearing.

- B. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration. This provision shall not preclude the parties from mutually agreeing to settle the grievance prior to arbitration and splitting the cost of any cancellation fee due.
- C. The arbitrator's decision shall be limited to the interpretation, application, or enforcement of the specific Articles in this Agreement. The Arbitrator may not modify or amend the Agreement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA.
- D. 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 question to be placed before the arbitrator will be whether or not the alleged grievance 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.
- E. The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance, or practices not incorporated in this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

Any grievance which occurred during a previous contract which an employee becomes aware of during the term of the current contract shall be filed in accordance with the time limits established in the current contract but based on the provision in the previous contract allegedly violated.

- F. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne by the losing party. The expenses of any witnesses shall be borne, if any, by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter, or request a copy of any transcripts.

The arbitrator shall be requested to issue an opinion within sixty (60) days following the conclusion of the hearing or within sixty (60) days following the submission of post-hearing briefs if either party desires to file such briefs.

The arbitrator's decision shall be final and binding on the Employer, the Union, and the bargaining unit employees.

**Section 7.7.** This grievance procedure shall supersede and replace any other appeal procedures which may otherwise be available to employees under the provisions of the Ohio Revised Code including but not limited to appeals of disciplinary actions. This Section shall not, however, be interpreted to limit any employee's right to appeal matters which are not addressed by this Agreement and are appealable in accordance with applicable law.

## **ARTICLE 8**

### **EMPLOYEE COUNSELING**

**Section 8.1.** The Employer may, as an intermediate step prior to formally disciplining an employee, counsel the employee regarding specific areas of conduct or performance the employee needs to improve. Such consultation shall be documented on a standardized consultation record and signed by both parties but shall not be considered a disciplinary action.

**Section 8.2.** Employees may add their comments to the consultation record before signing and dating the document to acknowledge its receipt.

## **ARTICLE 9**

### **DISCIPLINARY PROCEDURES**

**Section 9.1.** Except in the case of job abolishment, layoff, or during a promotional probationary period, no employees covered by this Agreement who have successfully completed their initial probationary period shall be reduced in pay or position, suspended without pay, have accrued leave benefits reduced or be removed from service except for just cause after following the procedures outlined herein. In lieu of a suspension without pay, the Employer may offer to reduce the employee's accrued leave benefits, excluding sick leave, by an amount equal to the length of the suspension. If the employee agrees to the reduction of accrued leave, this shall be considered a waiver by the employee and the union of any appeals regarding such disciplinary action. An employee serving a promotional probationary period may be reduced to the position the employee previously held, anytime during the employee's promotional probationary period and shall have only those appeal rights regarding such reduction as provided in Section 11.3 of this Agreement.

**Section 9.2.** Whenever an employee is suspected of committing a violation which could subsequently result in a verbal warning or a written reprimand, a discussion shall be held between the Department Head and/or his designee and the employee and, if requested, his local union representative, regarding the nature of the violation and the improvement in the employee's conduct that is expected. If the Department Head believes a verbal warning or a written reprimand is warranted following the meeting with the employee, he may issue a verbal warning or written reprimand to the employee and place a copy of the reprimand or record of verbal warning in the employee's personnel file. A copy of the disciplinary action will also be provided to the Union.

Verbal warnings and written reprimands shall not be appealable through the grievance procedure. However, in cases of verbal warnings and/or written reprimands, if an employee disagrees, he may write a memorandum to the Fire Chief explaining his position and why he disagrees with the verbal warning and/or written reprimand. If the Fire Chief agrees with the employee, the verbal warning and/or written reprimand shall be rescinded and a notice of the rescission placed in the employee's file. If the Fire Chief does not agree with the employee, the Chief shall attach the employee's memorandum to the verbal warning and/or written reprimand and keep both of them in the employee's file.

**Section 9.3.** Whenever the Employer or his designee determines that an employee may have committed an inappropriate behavior or violation which could result in a suspension without pay, accrued leave benefits reduction, or disciplinary reduction or removal, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Pre-disciplinary conferences shall be conducted as follows:

1. Pre-disciplinary conferences will be conducted by a person designated by the Board of Trustees. If the meeting is held during the employee's scheduled working hours, the employee will not suffer a loss of pay as a result of attending the meeting. The designee shall objectively hear the case and make the determination whether or not the inappropriate behavior or violation actually occurred.
2. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide a "Notice of Pre-Disciplinary Conference" to the employee outlining the charges which may be the basis for disciplinary action. Such notice shall be personally delivered to the employee or, if the employee is absent, be placed in the employee's mail box at the Fire Station and a copy personally delivered to the on-duty Union Grievance Committee Member, if available, or Steward. The individual receiving the Notice shall sign an acknowledgement of receipt. The employee may choose to: (1) appear at the conference to present oral or written statements in defense of the charges and to answer questions regarding the charges; (2) appear at the conference and have a Union Representative present the oral or written statements in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

3. At the pre-disciplinary conference, the designee will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Any employee who knowingly falsifies information during the pre-disciplinary hearing shall be subject to disciplinary action following a subsequent pre-disciplinary hearing on such charge.
4. At the conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. A Union Representative as outlined in Section 3.2 of this Agreement, may be present at any disciplinary hearing provided the charged employee has no objection. The employee shall provide a list of witnesses to the designee as far in advance as possible, but not later than two (2) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.
5. A written report, indicating whether or not the alleged misconduct occurred, will be prepared by the designee and mailed to the Department Head, Board of Trustees, employee representative, and the employee within seven (7) calendar days following the hearing. The Department Head, with the concurrence of the Board of Trustees, will decide what discipline, if any, is appropriate. A letter notifying the employee of the disciplinary action will be provided to the employee and the Union by personal delivery to the employee and the on-duty Union Grievance Committee member or Steward or, if the employee is absent, by personal delivery to the on-duty Union Grievance Committee member or Steward and mailing to the last known address of the employee on file with the Employer.
6. If the employee disagrees with the subsequent disciplinary action issued by the Department Head, the employee, with the approval of the Union, shall have five (5) business days (Monday through Friday excluding recognized holidays) following receipt of the letter notifying the employee of the disciplinary action to appeal the matter to the grievance procedure beginning at Step 2 of the grievance procedure as outlined in the Agreement. The employee shall be deemed to have received the letter notifying the employee of the disciplinary action upon the date receipt is acknowledged in writing by the employee or anyone at the employee's home address, or three (3) days following the mailing of the letter by certified mail, whichever is earlier, provided a copy of the letter has also been provided to a Grievance Committee Member or Steward.

**Section 9.4.** Discipline for just cause may include a verbal warning, written reprimand, short-term suspension, reduction of accrued leave benefits as defined in Section 9.1 herein, long-term suspension, demotion, or discharge. The Employer shall take the corrective action deemed necessary by the circumstances on a case-by-case basis.

**Section 9.5.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

**Section 9.6.** In any meeting between a bargaining unit employee and an Employer representative where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a Union representative be present.

**Section 9.7.** The Union and the Employer mutually agree that the above procedures shall be the exclusive procedures used by either party for processing or appealing disciplinary actions and that all other procedures otherwise specified in the Ohio Revised Code are hereby waived and superseded by the procedures herein.

**Section 9.8.** An employee shall be required to acknowledge receipt of a copy of any document placed in the employee's personnel file for disciplinary purposes in accordance with Section 10.7 herein.

**Section 9.9.** The Employer may place an employee on administrative leave with pay. The length of leave shall not exceed the length of the situation for which the leave is granted. In a disciplinary situation an employee may be placed on administrative leave with pay until the Employer or designee(s) investigates the alleged infraction, completes the predisciplinary process, and takes action or decides not to do so. Compensation for administrative leave shall be equal to the employee's normal base rate of pay.

## **ARTICLE 10** **PERSONNEL FILES**

**Section 10.1.** It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, and documents pertaining to bargaining unit employees in accordance with State and Federal Laws as otherwise stated below.

**Section 10.2.** There shall be only one (1) official personnel file for each employee used to maintain the official records to document all formal disciplinary actions which may be considered in future discipline proceedings.

**Section 10.3.** Employees shall have the right to review their official personnel file during the regular scheduled work hours of the Employer representative upon reasonable advance notice. Employees shall be entitled to have a representative of their choice accompany them during such review. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection.

**Section 10.4.** Upon request, employees shall be provided one (1) copy of any document contained in their official personnel file. Employees shall automatically be provided a copy of any disciplinary action placed in their personnel file at the time such disciplinary action is issued. Any additional copies requested of material in the official personnel file will be provided at the normal cost for copying.

**Section 10.5.** Anonymous materials shall not be placed in the official personnel files. A confidential complaint, however, shall not be considered anonymous materials if documented and verified by the Employer representative receiving the complaint. The employee or, in his absence the Union representative, shall be notified of any complaint as soon as possible.

**Section 10.6.** If after examining the official personnel file the employee finds what the employee believes to be a discrepancy, the employee may attach a memo to the effect which explains why the employee believes there is a discrepancy. The Chief will attach the memo to the original document which will become part of the official file. The Employer may also indicate their agreement or disagreement with the contents of the memo and attach it to the copy of the original document in the file.

**Section 10.7.** Any employee shall be required to acknowledge receipt of a copy of any document placed in the employee's official personnel file for disciplinary purposes by signing a copy of said document. The employee's signature shall only acknowledge receipt of the document and shall not indicate agreement with its contents.

**Section 10.8.** Records of verbal warnings or written reprimands shall cease to have force and effect after a period of eighteen (18) months provided the employee receives no additional disciplinary actions during the eighteen (18) month period for a same or similar type of offense.

Records of suspensions without pay, reductions in accrued leave, or demotions will cease to have force and effect after a period of twenty-four (24) months, providing the employee receives no additional disciplinary actions during the twenty-four (24) month period for a same or similar type of offense.

**Section 10.9.** The employee shall be notified within a reasonable period of time if anyone other than the employee, the Employer, or the Employer's representatives request to view the employee's official personnel file.

## **ARTICLE 11**

### **PROBATIONARY PERIODS**

**Section 11.1.** Each new employee upon entering a bargaining unit position covered by this Agreement shall serve an initial probationary period of one (1) year or until successful completion of firefighter and EMT-B certification, whichever is longer. Any employee promoted to a different classification within the bargaining unit shall serve a promotional probationary period of six (6) months.

**Section 11.2.** Employees serving their initial probationary period may be terminated anytime during the probationary period and shall have no appeal rights regarding such removal.

**Section 11.3.** Any employee who does not successfully complete the promotional probationary period shall be demoted to the previous position held by the employee at the employee's previous rate of pay. The employee may appeal in writing to the Trustee designated for the Fire Department within seven (7) calendar days following receipt of the notification of said demotion. The designated Trustee shall either confirm or reverse the demotion. The designated Trustee's decision shall be final and binding on all parties and not subject to any further appeals.

**Section 11.4.** Any absence from work exceeding 72 hours, occurring during the initial or promotional probationary period, shall automatically extend the length of the employee's initial or promotional probationary period for an equal amount of time.

## **ARTICLE 12** **SENIORITY**

**Section 12.1.** Seniority shall accrue to all employees in accordance with the provisions of this Agreement and shall apply only as specifically established under the terms of this Agreement.

**Section 12.2.** Departmental seniority shall be computed on the basis of the employee's length of continuous full-time service in the Shawnee Township Fire Department, provided that anytime spent in a non-bargaining unit position shall not be included. For employees with the same hire date, the date of first contribution to the Police and Fire Disability Retirement Fund shall determine which employee will be considered more senior. If both dates are the same, the more senior employee shall be determined by using the last four (4) digits of the employees' social security numbers with the greater seniority being assigned to the employee with the highest number.

**Section 12.3.** The following situations constitute breaks in continuous employment for which seniority is lost:

1. Discharge for just cause;
2. Retirement;
3. Layoff in excess of the recall period as established in the Personnel Reductions (Article 13) herein;
4. Failure to return to work within fourteen (14) calendar days following notification to the employee of a recall from layoff;
5. Failure to return to work at the expiration of a leave of absence, or;

6. Voluntary resignation.

**Section 12.4.** A seniority list will be posted in January of each year.

**Section 12.5.** Nothing in this Article shall be construed to reduce the seniority of any employee hired prior to March 31, 1991.

### **ARTICLE 13** **PERSONNEL REDUCTIONS**

**Section 13.1.** In the event of a personnel reduction or job abolishment, the employee within the affected rank with the least amount of departmental seniority shall be laid off first. Any employee whose position is abolished shall have the right to displace or bump the least senior employee in the next lower rank based on the employees' respective departmental seniority. The displaced employee shall then have the same right to displace or bump the least senior employee in the next rank below him/her based on the employees' respective departmental seniority. This process may continue until the least senior employee in the firefighter rank is laid off. It is the intent of the Employer and the Union that all procedures relating to the reduction of personnel, job abolishments, layoffs, and recall of bargaining unit employees contained within this Agreement, shall supersede and replace any similar or conflicting regulations contained in Chapters 505 or 733 of the Ohio Revised Code.

**Section 13.2.** Laid off employees shall be placed on a recall list and shall maintain recall rights for a period of twenty-four (24) months from the date of layoff.

Employees shall be recalled in the reverse order of layoff, recalling the laid off employee with the most departmental seniority first, provided such employee remains certified as an EMT-P. Employees must maintain all required certifications in order to be eligible for recall.

The laid off employee shall be sent the recall notice by certified mail, return receipt requested. The laid off employee shall notify the Employer in writing within seven (7) calendar days following delivery of the recall notice, of the employee's intent to return work. The employee shall be deemed to have received the recall notice upon the date delivery is acknowledged by the employee or anyone at the employee's home address, or three (3) days following the mailing of the notice by certified mail, whichever is earlier, provided a copy of the notice has also been provided to the local Union official.

Any laid off employee refusing recall or failing to return to work within fourteen (14) calendar days following notice of recall shall be removed from the recall list.

**Section 13.3.** No new employee shall be hired in a bargaining unit position until all laid off employees on the recall list have been given an opportunity to return to work.

**Section 13.4.** In the event of a layoff, the recall list shall be posted with the seniority list.

**Section 13.5.** The laid off employee has the option of receiving his full compensation for all accrued but unused vacation leave and personal leave.

**Section 13.6.** The Employer shall pay the Township's share of the hospitalization insurance premium for two (2) monthly premiums payments following the date of layoff.

## **ARTICLE 14** **EMT-B/EMT-P**

**Section 14.1.** Each new employee upon entering a bargaining unit position covered by this Agreement shall be required to obtain EMT-B certification within twelve (12) months following their date of hire and shall be required to maintain such certification until EMT-P certification is obtained.

**Section 14.2.** All full-time members of the Township Fire Department shall be required to obtain and maintain an EMT-B certification as a minimum requirement and complete other such training as designated herein or by the Employer.

**Section 14.3.** Employees hired on or after April 1, 2000 shall have three (3) years from their date of employment to obtain their EMT-P Certification if they do not already possess such certification on their date of employment, and shall be required to maintain the EMT-P Certification as a term and condition for continued employment within the Township Fire Department during their remaining years of their employment.

**Section 14.4.** Any employee employed on or after January 1, 1985 but prior to April 1, 2000 shall be required to maintain EMT-P certification for twelve (12) years with the Shawnee Township Fire Department. After twelve (12) years as an EMT-P, the employee will have the option to let his/her EMT-P certification expire but will continue to be required to maintain EMT-B certification during the remaining years of employment with the Township.

**Section 14.5.** Any employee employed on or after January 1, 1985, but prior to April 1, 2000, who decides to maintain certification beyond twelve (12) years, on their next re-certification will receive a re-certification commitment incentive. The incentive will be twenty-two cents (\$0.22) per hour. The incentive will be immediately terminated upon the loss of the required certification.

Payment of the incentive shall be paid to the employee after re-certification is completed and the employee presents the proper documentation to the Employer verifying re-certification.

Any employee who previously received the lump sum incentive and then has a discontinuation of employment or does not continue to provide EMT-P services with

Shawnee Township Fire Department, will be required to reimburse on a prorated basis the Township for the difference in time.

**Section 14.6.** Any employee failing to obtain or maintain either an EMT-B or EMT-P certification as required above shall, at the Employer's sole discretion, be terminated from employment with the Township and shall have no appeal rights regarding such removal. Article 9 herein, shall not be applicable in the event of such termination.

## **ARTICLE 15**

### **POLICIES, RULES AND REGULATIONS**

**Section 15.1.** The Employer agrees that any policies, rules, or regulations for the Fire Department which have been reduced to writing shall be made accessible to each employee of the bargaining unit.

**Section 15.2.** The Employer agrees, except in emergencies or when a change is necessary to comply with applicable law, amendments to the policies, or procedures as contained in the Shawnee Township Personnel Policy and Procedure Manual (PPM) shall be posted or otherwise communicated to employees for a period of fourteen (14) calendar days prior to the effective date of the change. The Employer also agrees, upon request, to provide the Union a copy of any new or amended policy or procedure for the PPM. This Article is not intended to apply to orders or operating procedures issued by the Chief.

The Union may request a Labor-Management Meeting to seek clarification or to present alternative viewpoints with respect to existing or amended policies or procedures within the PPM.

For the purpose of this article, an emergency shall be any circumstance in which the safety of members of the department or citizens of the Township may be endangered by delay in implementation of the change, as determined by the Employer.

**Section 15.3.** Nothing herein shall be constructed in any manner as a limitation on the Employer's right to enforce, amend, or alter its policies, work rules or regulations.

**Section 15.4.** Personnel policies and procedures shall not violate any provisions of this Agreement and the Union may appeal any such alleged violation under the grievance procedure.

**Section 15.5.** The Employer may implement new or changed work rules, policies, procedures, job descriptions, or standard operating procedures which do not materially affect the wages or hours of bargaining unit employees but may affect such employees' terms or conditions of employment, by following the procedures outlined in Section 15.2 above. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or

standard operating procedures that do materially affect the wages or hours of bargaining unit employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration article herein for any applicable succeeding Agreement.

**Section 15.6.** Notwithstanding the preceding sections, if the change is not a mandatory topic of bargaining under Ohio Revised Code Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

## **ARTICLE 16** **SAFETY**

**Section 16.1.** The Employer and the Union agree that the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in a effort to promote safety and prevent on-the-job injuries.

**Section 16.2.** Employees shall observe safe working practices, Employer safety rules, and utilization of provided personal protection safety equipment.

**Section 16.3.** All working conditions believed to be unsafe must be reported in writing to the Chief or his designee on a standardized form as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any which are found, as soon as possible.

## **ARTICLE 17** **FITNESS FOR DUTY**

**Section 17.1.** Bargaining unit employees are expected to maintain their physical fitness and agility at a level which will enable them to safely perform the essential functions of their positions without unnecessarily endangering the health and/or safety of themselves, their co-workers, or the public.

**Section 17.2.** Each bargaining unit employee shall take a physical agility test annually. The physical agility test shall be mutually designed by the Fire Chief and the Union. In the event the parties are unable to reach consensus on an acceptable test, the parties will request a SERB appointed mediator to assist them in determining the content of the physical agility

test. If mediation efforts fail, either party may submit the issue to arbitration in accordance with Article 7 herein for a final determination.

**Section 17.3.** The Employer may require any bargaining unit employee to take an examination conducted by a qualified licensed physician or psychologists for any of the following reasons:

- A. To determine the employee's physical or mental ability to perform the duties of the employee's position;
- B. To determine the employee's eligibility for paid or unpaid leave or workers' compensation benefits due to an alleged illness or injury;
- C. To determine the employee's ability to return to work following an extended leave due to an alleged illness or injury;
- D. To assist in controlling an employee's patterned or excessive use of sick leave;
- E. To verify the employee's or medical examiner's claim that the employee is unable to perform any essential function(s) of the employee's position; or
- F. To determine if there are any medical problems affecting the employee's inability to complete the annual physical agility test.

The physician will be chosen by the Employer and will be at the Employer's expense.

**Section 17.4.** Any employee who fails to complete the physical agility test may be required to undergo a physical examination by a licensed physician. If the employee is determined physically able to complete the physical agility testing, the employee shall have three (3) months to retest and successfully complete the test. Any number of retest attempts may be taken during such three (3) month period.

**Section 17.5.** If the employee is determined to be unable to complete the physical agility testing or perform the essential functions of the employee's position, a Disability Review Conference will be scheduled within fourteen (14) calendar days with the Employer and/or designee, the employee, and the IAFF Representative, if the employee desires representation. At the conference the employee may present any evidence which the employee believes refutes the findings from the previous examination(s). If the employee has reason to doubt the findings from the previous examination(s), the employee may submit the results of a second examination conducted by a professional from the respective field selected and paid by the employee. If the results from the second examination differ from the first, the Employer and the IAFF shall jointly select a third professional from the respective field to conduct a third examination.

The cost for the third examination shall be paid by the Employer unless the employee is the one who initiated the claim of inability to perform the duties of the employee's position, in which case said cost shall be paid by the employee. The results of the third examination shall be final and binding on all parties. The employee shall remain on leave until the Employer can verify that the employee is able to perform the essential functions of the employee's classification or is permanently disabled to perform such functions.

**Section 17.6.** If an employee is unable to complete the physical agility test within the period prescribed in Section 17.4, is unable to pass the medical fitness for duty examination, or is found, as a result of the procedures outlined herein, to be unable to perform the essential functions of the employee's classification, the Employer may:

- A. Continue the employee on sick leave and/or Family and Medical Leave;
- B. Offer to transfer the employee to a different vacant position within the Township for which the employee can qualify to perform in a relatively short period of time, if such vacancy exists;
- C. Approve a temporary Disability Leave for the period of recovery;
- D. Terminate the employee's employment due to a permanent disability and assist the employee in applying for a disability retirement; and/or
- E. Any combination of the above.

**Section 17.7.** Nothing herein shall be construed nor interpreted as violating any rights an employee may have under any applicable Federal Law.

## **ARTICLE 18** **SICK LEAVE**

**Section 18.1.** Employees working twenty-four (24) hour days (shifts) shall earn paid sick leave at the rate of six and forty-five hundredths (6.45) hours sick leave for each biweekly pay period the employee is in active pay status. Employees working eight (8) hour days (shifts) shall earn paid sick leave at the rate of four and sixth tenths (4.6) hours of sick leave for each biweekly pay period the employee is in active pay status.

**Section 18.2.** Upon approval of the Employer, sick leave may be used for the following reasons:

38112.Illness or injury of the employee;

2. Illness or injury of a member of the employee's immediate family when the employee's presence is reasonably required;
3. Exposure of an employee to a contagious disease which may be transmitted to other employees;
4. Employee's disability due to pregnancy or childbirth;

For sick leave purposes, the "immediate family" is defined as only the employee's parents or legal guardian, spouse, child, legal step child, mother-in-law or father-in-law when the employee's presence is reasonably necessary.

The Employer maintains the right to investigate any employee's absence and/or request a signed statement from the employee or a physician verifying any of the above.

**Section 18.3.** While on sick leave, an employee shall be paid at his regular base rate of pay.

**Section 18.4.** An employee requesting sick leave shall notify the Employer or designee of such request as soon as possible but no later than one (1) hour before the employee's scheduled starting time. Failure to provide such notice may result in denial of sick leave pay.

The employee shall notify the dispatcher on duty that the employee is reporting off sick and request to speak to the on-duty officer in charge. The dispatcher shall document the time of the call and contact the on-duty officer in charge at the Fire Department. The officer in charge shall document the following information which the employee shall provide:

(9488) Employee's name.

(9489) Time called.

(9490) Specific nature of the illness or other reason for absence.

(9491) If the employee plans on seeking medical attention, if known at the time.

(9492) Expected date the employee will be able to return to work.

Upon return to work, the employee shall complete and submit a Sick Leave Request Form. Sick leave shall not be paid until the request has been submitted and approved by the Employer.

**Section 18.5.** Any employee who uses more than 72 hours of sick leave within a calendar year, other than as provided under Section 20.2 herein, may be required to provide a licensed physician's statement for each use of sick leave during the remainder of the year. Any employee who is absent due to personal illness for more than one (1) consecutive workday may also be required to provide a physician's statement which explains the reason for the

absence and certifies the employee is fit to return to work. The Employer may also require a physician's statement from any employee who establishes a pattern of excessive sick leave use.

**Section 18.6.** Fraudulent or inappropriate use of sick leave, or falsification of sick leave records including a physician's statement, shall be grounds for disciplinary action.

An employee who is on sick leave from the Township is prohibited from working another job without prior Employer approval. An employee is also prohibited from participating in any recreational or social activities while on sick leave if the activity is inconsistent with the employee's absence from work or if the activity shows that the employee is capable of working.

**Section 18.7.** An employee may request vacation leave, in accordance with applicable Article herein, for personal reasons or family illness which does not qualify for sick leave usage or if the employee has used all his accumulated sick leave.

**Section 18.8.** If an employee transfers from one department within the Township to another, or has been reemployed by the Township, he will be credited with the unused balance of previously accumulated sick leave provided the time between transfer or separation and reinstatement is less than ten (10) years.

Employees hired prior April 1, 1991 shall be entitled to whatever prior sick leave credits they were granted upon their date of original appointment. Employees hired after April 1, 1991 shall only be entitled to sick leave earned while in the employ of Shawnee Township.

**Section 18.9.** An employee transferring from a forty (40) hour per week position to a twenty-four (24) hour platoon system which averages fifty-three (53) hours per week, shall have their accrued sick leave time increased to the twenty-four (24) hour shift equivalent of time off. The same shall apply to an employee transferring in the opposite manner; whose sick leave shall be reduced to the eight (8) hour shift equivalent of time off. The accrued sick leave time shall be divided by 1.40 to arrive at the eight (8) hour shift equivalent. When converting from an eight (8) hour shift to a twenty-four (24) hour shift, the accrued sick leave time shall be multiplied by 1.40.

## **ARTICLE 19**

### **SICK LEAVE CONVERSION**

**Section 19.1.** Upon retirement from Township service, a bargaining unit employee shall be eligible to be paid for his accumulated but unused sick leave as follows:

- (1) One fourth (1/4) the value of his accrued but unused sick leave credit based upon the employee's sick leave balance on the date of retirement. This payment shall be calculated based on one fourth (1/4) of the employee's balance of sick leave but shall not exceed one-fourth (1/4) of 2880 hours which equals a maximum payment for seven hundred twenty (720) hours.
- (2) All accrued but unused sick leave in excess of 2880 hours shall be paid on the basis of one (1) hour's pay for each three (3) hours of unused sick leave.

**Section 19.2.** To receive the sick leave payment, the employee shall have had at least five (5) years of service with the Township.

**Section 19.3.** To qualify for sick leave conversion the employee must be eligible to receive service or disability retirement benefits from the Police and Fire Fighter Disability Pension Fund at the time of separation from Township employment. An employee must request such payment in writing. Payment shall be made based upon the employee's rate of pay on the date of retirement. The payment will be made only once and will eliminate actual accrued leave credit.

**Section 19.4.** In the event an employee dies while actively employed by the Township, an amount equal to that specified in Section 19.1 above shall be paid to the employee's surviving spouse or the estate of the deceased.

## **ARTICLE 20**

### **ON/OFF DUTY INJURY**

**Section 20.1. Types of Leaves.** Employees who are injured shall be entitled to one of the following types of leaves, depending on the cause of the injury, the period for recovery, and the anticipated duration of the absence:

- A. **Paid Sick Leave:** Leave granted in accordance with the sick leave article herein for non-work related injuries or any period of injury not eligible for workers' compensation loss-time benefits. The employee may also elect to use sick leave in lieu of receiving workers' compensation loss-time benefits for injuries that qualify for both types of leaves.
- B. **Workers' Compensation/Unpaid Leave:** Leave granted to an employee who has suffered an on-the-job injury that does not qualify for injury leave, but does qualify for workers' compensation benefits. If approved, the employee is placed on an unpaid leave of absence with the Township and receives loss-time benefits from the Bureau of Workers' Compensation for his/her lost wages.  
As an alternative to having the employee apply for loss-time benefits, the Employer may elect to continue to pay the employee's wages directly or assign said employee to

a transitional work program. Salary continuation or transitional work assignments shall be at the Employer's sole discretion.

- C. Paid Injury Leave: Leave granted for an injury suffered in the direct performance of firefighting or EMS duties on behalf of the Employer, which is not deducted from the employee's sick leave balance.

The phrase, "injury suffered in the direct performance of firefighting or EMS duties," is not intended to cover all injuries that may occur while working for the Employer; but only those injuries resulting from the heightened risks inherent in firefighting or EMS work. An employee who injures his/herself while getting in or out of a vehicle or who suffers an injury while performing routine tasks around the fire station, or other duties not involving fighting a fire, administering emergency medical services, or rescuing an individual from a fire or other imminent danger, may be eligible for sick leave or workers' compensation, but not for injury leave.

Injuries Excluded. "Injury" for purposes of injury leave does not include:

1. Psychiatric conditions except where the conditions have arisen from an injury;
2. Injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;
3. Injury or disability incurred in voluntary participation in an employer-sponsored recreation or fitness activity;
4. Stress;
5. Any injury caused by the employee having been under the influence of drugs or alcohol;
6. Any injury caused by the employee's gross negligence;
7. Injury obtained while performing routine or non-emergency firefighting or EMS duties.

Option to Grant: The Trustees, at their sole discretion, may grant injury leave for any of the above exclusions, when the Board determines such leave is justified.

Length of Injury Leave. Injury leave shall be available during a period of nine (9) calendar weeks from the date of the injury. After nine (9) calendar weeks from the date of injury, approved absences due to such injury shall be charged to sick leave. At the sole discretion of the Trustees, injury leave may be extended beyond nine (9) calendar weeks.

**Section 20.2. First Seven (7) Days After Injury.** Neither injury leave nor workers' compensation loss-time benefits shall be available until after the disability has extended beyond seven (7) calendar days. Workdays occurring during the first seven (7) calendar days of absence shall be charged to sick leave, unless the employee is absent fourteen (14) calendar days or more, in which case said sick leave shall be re-credited.

**Section 20.3. Examination May be Requested.** An employee requesting any of the leaves listed in this article shall, upon request by the Employer, submit to medical or psychological examination(s) by a health care professional selected by the Employer who shall determine the extent of the disability. The cost of the examination shall be paid by the Employer.

**Section 20.4. Procedures for Filing Claim.** Any employee who believes he/she has suffered an on-the-job injury shall immediately notify the Fire Chief after obtaining the appropriate medical treatment. The following procedures shall be followed by the Employer and the employee:

- A. The employee shall immediately complete an accident report specifying how the accident happened and identifying all injuries.
- B. The employee shall complete all paperwork required to apply for medical benefits from the Bureau of Workers' Compensation.
- C. Upon notification of the injury, the Employer shall initially place the employee on sick leave and family and medical leave. If the employee has no sick leave hours available, the employee shall be granted unpaid family and medical leave.
- D. Within seven (7) days of the injury, the Employer shall decide whether to:
  1. provisionally place the employee on injury leave until a final determination can be made regarding the employee's eligibility for such leave;
  2. Agree to continue to pay the employee's salary, have the employee file for medical benefits only, and begin a plan to transition the employee back to work; or
  3. notify the employee he has not been authorized for salary continuation nor injury leave, and therefore, needs to request sick leave or file for lost-time benefits with the Bureau of Workers' Compensation and request an unpaid family and medical leave from the Township.

**Section 20.5. Final Determination.** Once a final determination has been made by the Bureau of Workers' Compensation and the appropriate leave has been determined by the Employer, the leave records shall be correctly adjusted.

**Section 20.6. Denial of Claim by BWC.** In the event the employee's claim is denied by BWC, all time previously paid to the employee shall be deducted from sick leave, or otherwise reimbursed by the employee to the Employer.

**Section 20.7. Transition Work Programs.** The Trustees may authorize a transitional work assignment for any injured employee, subject to the following conditions:

- A. Productive work of benefit to the Township, which the employee is able to perform, is available;
- B. The employee has a condition, which is expected to improve, and which will permit the employee, within a reasonable timeframe, to return to full performance status;
- C. The duration of the transitional work period is established in advance and can only be extended by the Trustees;
- D. Transitional work assignments for job-related injuries shall be given priority over any non-job-related injury, even if this requires canceling a previously granted transitional work assignment; and
- E. Transitional work assignments shall be granted at the sole discretion of the Employer, shall be non-precedent setting, and shall not be subject to appeal by the union, nor the employee.

**Section 20.8. Training.** The Employer agrees to provide up to two (2) days of workers' compensation training per contract year for one (1) employee designated by the Union. Selection of the training programs shall be at the discretion of the Employer.

**Section 20.9. Subrogation.** The Employer shall be entitled to the rights of recovery that the employee to whom payment was made has against another, to the extent of the Employer's payments for the cost of all benefits paid by Employer to or on behalf of the employee. The employee may be required to sign documents related to the recovery and must do whatever else the Employer requires to help it exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

When an employee has been paid by Employer and also recovers from another, the amount recovered will be held by the employee in trust for Employer and reimbursed to Employer to the extent of Employer's payment. If the Employer is not reimbursed, the Employer may pursue recovery of that amount directly against the employee. The Employer shall be entitled to reasonable expenses and attorney fees in pursuit of the recovery against the employee.

The Employer reserves the right to compromise or settle the claims against the responsible parties for less than the full amount. The Employer reserves the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

**ARTICLE 21**  
**FML/UNPAID DISABILITY LEAVE**

**Section 21.1.** The parties shall be bound by the provisions of the Family and Medical Leave Act as stated in the policy of the Shawnee Township Trustees. Upon execution of this Agreement, each employee covered by this Agreement shall be provided a copy of said policy.

**Section 21.2.** A physically incapacitated employee who has exhausted all accumulated paid leave and unpaid FML may request up to an additional three (3) months of unpaid disability leave. Such request shall be granted by the Employer upon submission, by the employee, of satisfactory medical evidence that the employee is physically unable to perform the duties of the employee's position, but is anticipated to return to work following the leave.

**Section 21.3.** A disability leave may be extended for an additional three (3) months, upon the approval of the Employer, if the employee can present evidence as to the employee's continuing disability and probable date of return during the extension period.

**Section 21.4.** A request for a disability leave shall be submitted in writing with supporting evidence attached. Such request will be reviewed by the Employer on a case by case basis.

The Employer may require that the employee be examined by a licensed physician designated by the Employer prior to approving a disability leave. Any examination required in this manner shall be paid by the Employer.

**Section 21.5.** The employee shall maintain reinstatement rights during the period of the disability leave. The employee shall be reinstated to the same or similar position within thirty (30) days after making written application and presenting a statement from the employee's physician indicating the employee's ability to perform all the essential functions of the position. The examination is to be conducted by the employee's physician and shall be at the employee's expense. If the Employer believes the employee may not be able to perform all the essential functions of the position, the Employer may direct the employee to undergo an examination by a physician designated by the Employer, at the Employer's expense.

**Section 21.6.** Any employee who does not return from disability leave at the expiration of such leave, formally resign or retire, shall be automatically removed from employment with the Employer. This shall be considered a disability separation.

**Section 21.7.** Employees, while on disability leave, may continue to receive group hospitalization insurance coverage provided the employee pays for all cost involved in providing such benefit.

**ARTICLE 22**  
**MILITARY LEAVE**

**Section 22.1. Active Duty.** A full-time bargaining unit employee who enters active duty in the Armed Forces of the United States, the Coast Guard, Public Health Service, or Civil Defense, or is drafted in the Merchant Marine Service, shall, in accordance with applicable law, be entitled to reemployment after honorable discharge under honorable conditions from such services. To qualify for reemployment, the employee must be physically and mentally able to do the work required and report for work within the time limits specified by applicable law. The employee shall be employed in the same or similar position to the one held at the time of entry into the Armed Forces. All salary adjustments or position upgrades occurring during the employee's absence shall be granted the employee upon reinstatement. In the event the employee's former job no longer exists, he shall be employed in such a capacity for which he is qualified at a salary comparable with that he formerly received.

**Section 22.2. Reserve Training.** Full-time bargaining unit employees who are members of the Ohio organized militia or the reserve components of the Armed Forces of the United States, including the Ohio National Guard, shall be entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods of up to twenty-two (22) eight (8) hour workdays or one hundred seventy-six (176) hours within one (1) calendar year. The maximum total number of hours for which payment under this provision will be made, in any calendar year, is one hundred seventy-six (176) hours.

**Section 22.3.** Employees who are entitled to military leave in accordance with Section 22.2 above, who are called or ordered to uniformed services for longer than 176 work hours in a calendar year because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the following:

The difference between the employee's gross monthly wage or salary and the gross uniformed pay and allowances received for the same month; or

Five hundred dollars (\$500.00) per month.

No employee shall receive pay under this Section 22.3 while receiving pay under Section 22.2 above.

The employee shall not be entitled to pay under this Section if the employee's uniformed pay and allowances exceed the employee's regular pay from the Employer.

**Section 22.4.** Employees shall submit to the Employer a copy of their orders to duty or a statement from the appropriate military commander as evidence of such duty in order to receive payment under this Article. There is no requirement that the service be in one continuous period of time.

## **ARTICLE 23** **HOLIDAYS**

**Section 23.1.** The recognized holidays for full-time bargaining unit employees shall be as follows:

January 1<sup>st</sup> (New Years Day)  
Third Monday in January (Martin Luther King Day)  
Easter Sunday  
Last Monday in May (Memorial Day)  
July 4<sup>th</sup> (Independence Day)  
First Monday in September (Labor Day)  
Second Monday in October (Columbus Day)  
November 11<sup>th</sup> (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)  
December 25<sup>th</sup> (Christmas Day)

Forty (40) hour employees shall observe Presidents Day (Third Monday in February) in lieu of Easter as a holiday.

Any employee who has a religious objection to the observance of Easter Sunday as a recognized holiday may request an alternative holiday for their observance, subject to the approval of the Employer.

**Section 23.2.** Bargaining unit employees who work twenty-four (24) hour shifts shall work their regularly assigned schedules and shall receive eleven and two-tenths (11.2) hours of compensation for each of the ten (10) holidays listed in the above Section. Bargaining unit employees who work eight (8) hour shifts shall be scheduled off on each of the holidays listed in the above Section and shall receive their normal pay for the day. The 11.2 hours of holiday compensation shall not be considered in calculating an employee's eligibility for overtime.

**Section 23.3.** Bargaining unit employees required to work on any recognized holiday listed in the above Section shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on such holiday(s). Premium pay for working on a holiday shall not be considered in determining an employee's eligibility for overtime.

**Section 23.4.** Bargaining unit employees not regularly scheduled to work but called in to work on any recognized holiday listed in the above Section shall be paid at the rate of two (2) times their regular hourly rate of pay for all hours worked on such holiday.

**Section 23.5.** For purposes of applying Sections 23.3 and 23.4, premium pay for working on the holiday shall only be applicable to the period beginning at 7:00 a.m. on the date of the holiday and continuing until 7:00 a.m. the following day.

**ARTICLE 24**  
**VACATIONS**

**Section 24.1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Township. The amount of vacation leave to which an employee is entitled to thereafter is based upon length of service with the Employer as outlined herein.

**Section 24.2.** Vacation is credited each biweekly pay period at the rate indicated below. Newly hired 24 hour shift employees shall be credited with 144 hours of vacation upon completion of their first twenty-six (26) pay periods with the Township and shall begin accruing vacation thereafter at the rate of 5.5 hours per pay period. Newly hired eight (8) hour shift employees shall be credited with 80 hours and then begin accruing at the rate of 3.1 hours per pay period after completing their first 26 pay periods. Upon completion of eight (8), fifteen (15), and twenty (20) years of service, the employee shall be credited with an additional 56 hours of vacation and shall begin accruing vacation thereafter at the rate designated below for employees who have completed such corresponding years of service.

| <u>Length of Service</u>                           | <u>24 HR. SHIFT<br/>Accrual Rate<br/>Per Pay Period</u> | <u>8 HR. SHIFT<br/>Accrual Rate<br/>Per Pay Period</u> |
|--|---|--|
| Less than one year                                 | -0-   | -0-  |
| One (1) year but less than eight (8) years         | 5.5   | 3.1  |
| Eight (8) years but less than fifteen (15) years   | 8.3   | 4.6  |
| Fifteen (15) years but less than twenty (20) years | 11.1  | 6.2  |
| Twenty (20) years or more                          | 13.9  | 7.7  |

Employees hired prior to July 5, 1987 shall earn vacation based on their years of service with the Township, the State of Ohio, or any political subdivision of the State. Employees hired on or after July 5, 1987 shall earn vacation based on their years of Township service computed as follows and designated as accredited anniversary date:

1. Full-time service in the Shawnee Township Fire Department; plus
2. Full-time service in any Shawnee Township Department; plus
3. Up to one-half (1/2) time credit for service as a volunteer firefighter in Shawnee Township Fire Department but not including any time while regularly employed by any township.
4. Service as a full-time firefighter in any other Township in the state of Ohio.

An employee transferring from a forty (40) hour per week position to a twenty-four (24) hour platoon system which averages fifty-three (53) non-overtime hours per week, shall have the employee's accrued vacation increased to the twenty-four (24) hour shift equivalent of the vacation time. The same shall apply to an employee transferring in the opposite manner, whose vacation time shall be reduced to the eight (8) hour shift equivalent of vacation time. The accrued vacation shall be divided by 1.40 to arrive at the eight (8) hour shift equivalent. When converting from an eight (8) hour shift to a twenty-four (24) hour shift, the accrued vacation time shall be multiplied by 1.40.

**Section 24.3.** Employees shall begin to accrue vacation after completion of one (1) year of service (i.e., 26 pay periods). The accrual rate per pay period shall be based on the employee's completed years of service as specified above. Newly hired full-time employees shall not be entitled to use or receive payment for vacation until they have completed 26 pay periods of service. An employee transferring between departments of the Township shall not be required to wait one (1) year before using his accumulated vacation.

Vacation credits are not earned while an employee is in a non-paid status (i.e., unpaid leave of absence, disciplinary suspension, workers compensation leave, etc.).

**Section 24.4.** Vacations shall be scheduled in accordance with departmental policy, subject to approval of the Chief or his designee.

**Section 24.5.** Vacation may be scheduled in less than full shifts with the minimum number of vacation hours that may be scheduled being two (2) hours, providing it does not create overtime. Not more than one (1) employee shall be scheduled for vacation during the same time period. All vacation requests must be approved by the Fire Chief or his designee based upon the operational demands of the Department and number of other leave requests. No vacation may be taken in advance of its accrual.

**Section 24.6.** Employees with one or more years of service who resign or retire are entitled to compensation at their current rate of pay for any accrued but unused vacation leave to their credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid to the employee's surviving spouse or to the estate of the deceased.

**Section 24.7.** Total vacation hours accrued cannot exceed 504 hours. When the accrued vacation hours exceed 505 hours there will be an automatic payment of 40 hours at straight time paid to the employee. These forty hours will be deducted from the employee's vacation accumulation.

Forty (40) hour per week employees shall not accrue more than two hundred eighty (280) hours of vacation. When the accrued vacation hours exceed 280 hours there will be an automatic payment for twenty-four (24) vacation hours paid at straight time to the employee to bring the total hours within the limits expressed herein. The vacation hours paid shall be deducted from the employee's vacation accumulation.

**Section 24.8.** Employees who have an adequate vacation balance may cash-in a portion of their vacation hours subject to the following requirements:

1. Employees may not cash in less than forty (40) hours each time a request is submitted.
2. The employee's vacation balance shall not fall below 144 hours as a result of the cash-in of the vacation hours.
3. Vacation hours shall be paid at the employee's current hourly rate in effect at the time the cash-in was requested.
4. Payments made for vacation hours cashed in shall not be considered salary or wages for purposes calculating the employee's overtime rate of pay.
5. Payments made for vacation hours cashed in shall be subject to any applicable taxes and pension regulations.

## **ARTICLE 25** **FUNERAL LEAVE**

**Section 25.1.** The Employer will grant up to three (3) work days off with pay to permit an employee to arrange for, travel to, and attend the funeral of an immediate family member and to make necessary household arrangements.

**Section 25.2.** Funeral leave shall only be granted for those days for which the employee was scheduled to work and shall not be granted for any days after the funeral unless approved by the Employer. In case of the death of a spouse or child, the employee will be granted up to three (3) additional shifts off after the funeral.

**Section 25.3.** Additional days may be granted from other accumulated paid leave. Reasonable requests for additional time off without pay may be granted at the discretion of the Employer.

**Section 25.4.** For the purpose of this Article, immediate family shall be defined as the employee's parent, step-parent, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or legal guardian.

## **ARTICLE 26** **PERSONAL LEAVE**

**Section 26.1.** During their first calendar year of employment, bargaining unit employees assigned to 24-hour shifts shall earn 1.85 hours of paid personal leave per pay period until reaching January 1 of the following year. Employees assigned to eight (8) hour shifts shall earn .62 of an hour of paid personal leave per pay period until reaching January 1, of the following year. On January 1, and each calendar year thereafter, bargaining unit employees assigned to twenty-four (24)-hour shifts shall be entitled to fifty-four (54) hours of paid personal leave. Employees assigned to eight (8) hour shifts shall be entitled to eighteen (18) hours of personal leave each January 1.

The parties agree that the provisions of Section 26.1 Personal Leave in the effective year April 1, 2013 and year effective April 1, 2014, may be re-opened at the Bargaining Unit's or Employers request in order to negotiate the terms and conditions of this article.

The union agrees to notify the employer consistent with the procedures as defined in ORC 4117 of its intent to re-open this article for the purposes of negotiations.

**Section 26.2.** The employee must notify the officer in charge, not less than one (1) hour in advance of using paid personal leave time. Such time must be used in minimum units of two (2) hours.

**Section 26.3.** Twenty-four hour (24) shift employees may carry over a maximum of twenty-four (24) hours of personal leave into the next calendar year (maximum accumulation of 78 hours). Employees assigned to eight (8) hour shifts may carry over a maximum of eight (8) hours of personal leave into the next calendar year (maximum accumulation of 26 hours). Personal leave may be used, cashed in at straight time rates, or any combination as designated by the employee, provided cash-in of personal leave shall not be in units of less than one (1) hour. Any personal leave hours remaining at the end of any calendar year which exceed the above maximums shall be paid in January of the following year and eliminated from the employee's personal leave balance.

**Section 26.4.** No more than one (1) employee will be allowed personal leave at the same time, except in case of emergency approved by the Chief or the Chief's designee. Personal leave shall not be scheduled on January 1 (New Year's Day), Last Monday in May (Memorial Day), July 4 (Independence Day), fourth Thursday in November (Thanksgiving Day), or December 25 (Christmas Day).

**Section 26.5.** Employees transferring from a forty (40) hour per week position to a twenty-four (24) hour platoon system which averages fifty-three (53) non-overtime hours per week, shall have their personal leave time increased to the twenty-four (24) hour shift equivalent of time off. The same shall apply to an employee transferring in the opposite manner, whose personal leave shall be reduced to the eight (8) hour shift equivalent of time off. The personal leave time shall be divided by 1.40 to arrive at the eight (8) hour shift equivalent. When converting from an eight (8) hour shift to a twenty-four (24) hour shift, the personal leave time shall be multiplied by 1.40.

## **ARTICLE 27** **CALL-IN PAY**

**Section 27.1.** A call-in occurs whenever the Employer specifically requires an employee to return to work after the completion of the employee's regular shift and prior to the start of the employee's next regularly scheduled shift, thus necessitating an additional trip to and from work.

**Section 27.2.** When an employee is called-in, the employee shall be paid for the time worked but not less than two (2) hours, at the applicable hourly rate subject to the overtime provisions herein.

**Section 27.3.** When the call-in is contiguous to the employee's regular work shift, the minimum call-in of two (2) hours shall not apply, but the employee shall be paid for the actual hours worked at the applicable rate subject to the overtime provisions herein.

## **ARTICLE 28** **TRANSFERS**

**Section 28.1.** Whenever a vacancy occurs in a bargaining unit position which the Employer desires to fill, the Employer agrees that bargaining unit employees will be given an opportunity to request a lateral transfer to the vacant position in accordance with the following procedures:

1. Notification of the right to submit transfer requests shall be posted on the department bulletin board for at least fourteen (14) calendar days.

2. Any employee desiring to laterally transfer to any other platoon shall submit their request, including their desired platoon assignment, to the Fire Chief or designee, during the fourteen (14) day posting period.
3. In the event more requests for transfers are received than there are available positions, the employee with the greatest departmental seniority may be granted the right to transfer, provided the operation of the platoon will not be adversely affected. The Fire Chief shall have final approval.
4. Nothing in this Article shall be construed as restricting the Employer's right to transfer personnel in order to maintain an appropriate balance of personnel on each platoon and to insure the efficient and effective operation of the department.

## **ARTICLE 29** **PROMOTIONS**

**Section 29.1.** The Employer endorses a policy of promoting from within the department whenever practical, so as to provide career ladders for employees who are willing and able to assume higher level of duties and responsibilities. Whenever a vacancy occurs within a bargaining unit position which the Employer desires to fill, the Fire Chief or designee shall prepare a written notice of the position available. When notice of a promotional exam is posted, employees interested in participating in the promotional process shall have fourteen (14) calendar days to submit a letter of interest to the Fire Chief.

**Section 29.2. Length of Service Eligibility.** Promotional candidates must meet, or be able to meet, the following service requirements within the length of the contract:

Captain: Minimum of five years of full-time fire service experience with at least four of those years being completed at Shawnee Township Fire Department.

Platoon Chief: Currently a Captain at Shawnee Township Fire Department. Minimum of ten years of full-time fire service experience with at least six of those years being completed at Shawnee Township Fire Department.

**Section 29.3. Testing Time Frames.** The testing process for the rank of Platoon Chief shall be performed only in the event of a vacancy for that position. The testing process for the rank of Captain shall be performed every three years, or as feasibly close to that time frame as possible.

**Section 29.4. Aggregate Scoring Criteria.** The minimum score required for any officer promotion or candidate list shall be an aggregate score of eighty (80) percent and shall consist of the following categories:

Written test: This knowledge test shall include materials from the following documents:

- The assigned material will be selected and provided by the Fire Chief with at least 30 days' notice.
- Standard Operating Guidelines and Policies for the fire department.
- EMS Protocols for the fire department.
- General department knowledge of equipment and operations.

Oral interview: Shall be designed by the Fire Chief and be conducted by a panel consisting of at least two (2) bargaining unit members who are at the same or higher rank of the promotional test being given. The other members shall be chosen by the Employer.

Scenario Based Assessment: The scenario based assessment shall consist of simulated incidents in which the candidate will be graded on performance criteria established by the Fire Chief for the position being tested for.

Seniority: Points for seniority will be based upon completed full-time years of service at Shawnee Township Fire Department at the time of the test. Each applicant will be awarded two (2) points for each completed year of full-time service.

NOTE: any candidate receiving discipline above the level of a written reprimand while the candidate is on the active promotional list will be subject to the potential of being moved down the active promotional list, at the determination of the Employer.

**Section 29.5. Implementation Procedure.** The results of the Captains promotional process shall form the list in which promotions and out-of-class assignments are made and shall be ranked in order of succession from the highest to the lowest score. Out-of-class officer positions shall be filled by the highest ranking candidate working in a scheduled duty status. (This procedure does not apply to off-duty personnel who respond to emergency incident call-ins). (Reference 35.4).

\*Candidates that do not meet 29.2 Length of Service Eligibility shall be eligible to work out-of-class, but are Not Eligible for Promotion (NEP) until the criteria is met. Any candidate in this situation will be indicated by having "NEP until \_\_/\_\_/\_\_" (the date that they become eligible).

**Section 29.6. Management Rights.** The Employer reserves the right to promote the most qualified applicant; provided, if the Employer fails to promote the applicant with the highest aggregate score, the Employer will provide a written explanation of its reasoning.

**ARTICLE 30**  
**HOURS OF WORK/OVERTIME**

**Section 30.1.** This Article is intended to define the normal hours of work per day or per work cycle in effect at the time of execution of this Agreement. This Article is intended to be used as the basis of computing overtime and shall not be construed as a guarantee of work per day or per work cycle. This Article shall not be interpreted to restrict the Employer's right to implement different work schedules or modify existing work schedules in the event of an emergency. If a change in the provisions or interpretations of the Fair Labor Standards Act occurs, the Union and the Employer will meet to modify existing work schedules.

**Section 30.2.** The normal work schedule for bargaining unit employees working twenty-four hour shifts consists of a three (3) platoon system with each platoon working an alternative nine (9) workday cycle as follows:

|      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|
| On   | Off  | On   | Off  | On   | Off  | Off  | Off  | Off  |
| Duty |
| 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    |

The normal work schedule for bargaining unit employees working eight (8) hour shifts shall consist of five (5) eight (8) hour days during the seven (7) day work period.

**Section 30.3.** Employees working the normally scheduled 56-hour work week (24-hour shifts) will receive 3.12 hours of straight time additionally each payday, based upon:

1. Each 9-day period equals 72 hours worked (4 hours over).
2. The maximum allowed is 68 hours in 9 days
3. 365 day year equals 40.56 nine-day periods.
4. Four (4) hours per nine-day (9) period multiplied by 40.56 yearly nine-day periods equal 162.24 overtime hours annually, divided by 26 pay periods computes to 6.24 overtime hours each pay. Whereas straight time is already paid on the extra hours, an additional half-time compensation is to be paid for those overtime hours to adjust for time-and-one-half pay or the equivalent to 3.12 hours of straight time pay extra each pay period.

**Section 30.4.** All bargaining unit employees assigned to eight (8) hour shifts shall be paid one and one-half (1 ½) times their regular straight-time hourly rate for all overtime hours worked in excess of the forty (40) hours during their seven (7) day work cycles. Bargaining unit employees working 24 hour shifts shall be paid one and one-half (1 ½) times their

regular straight time hourly rate for all hours worked in addition to the employees' regular schedule.

**Section 30.5.** For purposes of computing overtime in accordance with this Article, all hours in active pay status except holiday pay shall be considered as hours worked. Holidays shall be compensated in accordance with the applicable article of this Agreement. For purposes of complying with the FLSA in the event a complaint is filed with the Department of Labor Wage and Hour Division, the parties agree overtime shall be computed based on the provisions of Section 207 (k) of the Fair Labor Standards Act.

**Section 30.6.** Whenever the Employer determines that overtime is necessary for the purpose of shift staffing, the Employer shall utilize the procedure as found in this section. Call-in procedures 1 through 6 herein shall be applicable to 24-hour shift employees only.

1. An overtime record shall be maintained listing all bargaining unit employees with at least three (3) months service in order of their seniority with the department.
2. On January 1 of each year, the overtime record shall start over with all members of the bargaining unit at zero (0).
3. When calling for overtime, the person with the least number of hours on the record shall be called first and then the person(s) with then next least number of hours on the record shall be called until the necessary number of employees has been obtained.
4. If the overtime is not filled after going completely through the overtime record, the least senior qualified employee with at least three (3) months service shall be held over until other arrangements can be provided; if such employee is just completing the employee's third consecutive twenty-four (24) hour shift, the employee may pass the mandated hold-over to the next least senior employee on the shift.
5. When calling for overtime, the officer in charge shall record the response of each person as to his desire to accept or reject the overtime and shall total up the hours of every person on the list after all necessary overtime has been filled.
6. The Employer reserves the right, if no paramedic is available for hold over, to call the first paramedic available as per the overtime list and require such employee to report to work.

The Employer reserves the right to require any employee to work overtime in order to meet the operational needs of the Township.

All bargaining unit employees shall provide the Employer with their home telephone number(s), or other numbers where they can be reached in the event of an emergency requiring them to report to the station.

**Section 30.7.** Overtime shall be subject to the approval of the Employer. Scheduled overtime subsequently cancelled for any reason does not entitle an employee to overtime compensation. If an employee reports for work prior to the cancellation of the overtime, the employee shall be offered a minimum of two (2) hours work, or if the employee does not wish to remain on duty the full two (2) hours, the employee shall be paid one (1) hour of pay for reporting to work.

**Section 30.8.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. When an employee is required to report to work while on a previously approved leave with pay, such leave will automatically be considered cancelled during the period the employee is actually working.

**Section 30.9.** All bargaining unit employees shall be required to accurately complete any time sheet, work record, or other forms requested by the Employer.

## **ARTICLE 31** **SHIFT EXCHANGES**

**Section 31.1.** Employees shall be permitted to exchange duty assignments on a temporary basis when such exchange does not interfere with the efficient operation of the Department or cause overtime. No exchange will be permitted unless approved in advance by the Chief or his designee. No exchange will be permitted that result in less than one (1) paramedic per shift. In the event of one officer on duty no shift exchange by that officer will be permitted unless approved by the Chief.

**Section 31.2.** All shift exchanges shall be properly and accurately documented in such manner as determined by the Employer. All shift exchanges must be completed within the period designated by applicable law by each employee working the exchanged shifts.

**Section 31.3.** This section shall not be interpreted to permit employees to pay other employees for working their shift in lieu of returning the traded work time.

## **ARTICLE 32** **TRAINING**

**Section 32.1.** There are three (3) different types of training which employees may attend and which are compensated in a different manner:

Mandatory Training — This is training which the Employer requires the employee to attend either during the employee's regular work shift or during the employee's normal off duty hours. The Employer pays the cost for mandatory training programs and the time the employee spends in mandatory training courses is considered as hours worked, including reasonable travel time when applicable but excluding any meal periods, sleep time, or personal time not in classes.

State Mandated Training — This is training mandated by the State of Ohio in order to become certified or to maintain certification as an Emergency Medical Technician (EMT), a Paramedic (EMT-P), or in any other specialized field certified by the State. Since such training is mandated by the state and the certifications are transportable to different employers, the Township is not obligated to pay for such training and the time the employee spends in the state mandated training, outside the employee's normal work hours, is not considered as hours worked for the Employer. This is true even when the Employer employs the employee as an EMT-B, EMT-P, or in any other specialized field where the State of Ohio establishes certification requirements or requires employees to maintain their certification as a condition for continued employment in that field.

Job Related Voluntary Training — This is training directly related to the employee's present position which the Employer offers to the employee or the employee requests to attend but, which the employee is not required to attend. Even though the employee requests to attend such job related training program, all hours of actual training must be considered as hours worked including reasonable travel time but excluding any meal periods, sleep time, or personal time not in classes.

Non-Job Related Training — This is training the Employer may authorize an employee to attend which does not pertain to the employee's present position with the Employer but is designed to assist the employee in advancing to a different position within the department (e.g. officers training course attended by firefighter). Since such training is not directly related to the employee's current position, the Employer is not obligated to pay for such training and the time the employee spends in such training shall not be considered as hours worked for the Employer.

**Section 32.2.** Employees participating in mandatory or job-related voluntary training, as described above, shall be paid overtime at the rate of time and one-half (1 ½) the employee's regular rate of pay for all hours worked or in such training which exceed the normal number of hours the employee would have worked during the regular biweekly pay period. The Employer may adjust the employee's normal work schedule to accommodate the training program. Reasonable travel time to and from the training site, if held outside the Township, shall be considered as hours worked. Meal periods, sleep time, and personal time outside the classroom shall not be considered hours worked.

**Section 32.3.** The Employer shall determine on a case-by-case basis whether the Township will pay for any non-mandatory training costs, considering the total cost to the Township for the employee to attend.

**Section 32.4.** The Employer agrees to make a considerable effort to provide training for paramedics as follows:

- ACLS re-certification program every other year.
- PALS re-certification during the year when ACLS is not offered.
- Paramedic Refresher Course once each three (3) year period.
- On-duty continuing education courses on each crew.

### **ARTICLE 33** **UNIFORMS/TURNOUT GEAR**

**Section 33.1.** The Township shall furnish and maintain a basic uniform issue for all bargaining unit employees. All uniforms remain the property of the Township and must be turned in when an employee is separated from Township service.

**Section 33.2.** The Employer shall determine the appropriate uniform to be worn by the employees and employees shall be required to be in proper uniform upon reporting for duty. Employees who do not report to work in the appropriate uniform shall be relieved of duty, without pay, until such time as they report to work in appropriate uniform.

**Section 33.3.** Each employee will receive a uniform maintenance allowance of two hundred (\$200.00) per year, paid with the first pay beginning in January of each year, for the purchase of shoes, other sundry uniform items, pillow(s), bed linens, blankets, etc.

**Section 33.4.** The Employer shall provide all employees with personal protection equipment as determined by the Fire Chief, to include, as a minimum, the following:

- 1 – Fire safety helmet with liner
- 2 – Pair fire service gloves
- 1 – Pair extrication gloves
- 1 – Complete set of bunker gear with suspenders and boots
- 1 – Fire resistant hood
- 1 – Pair safety glasses/goggles
- 1 – Fire service flashlight

All personal protective equipment shall be used in accordance with the Employer's policies, procedures, rules or operating guidelines. The Employer shall repair or replace as required any damaged or worn equipment which is unserviceable as expeditiously as possible. The Employer will provide alternative equipment while the original equipment is being repaired or replaced. Personal protective equipment shall be inspected annually by the Fire Chief or designee.

**ARTICLE 34**  
**HEALTH/LIFE INSURANCE**

**Section 34.1.** The Employer agrees to provide single or family medical insurance coverage, as appropriate, and life insurance coverage to all bargaining unit employees. The Employer recognizes the need for adequate insurance coverage and the IAFF/Local #2550 and employees recognize the ever increasing cost of such coverage. Therefore the parties agree to work cooperatively in seeking an insurance provider which can provide adequate coverage at a reasonable cost.

**Section 34.2.** The Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's medical, dental and prescription drug insurance coverage.

|                 |   |          |
|-----------------|---|----------|
| Single coverage | — | \$390.00 |
| Family coverage | — | \$975.00 |

Any increase or decrease in insurance premiums outside the limits specified above shall be shared fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

**Section 34.3.** Employees shall pay all co-payments and/or deductibles as provided in the group health insurance plan.

**Section 34.4.** The Employer agrees to establish a Group Insurance Committee with representatives from each department of the Township to review and make recommendations to the Trustees regarding various types of group health insurance coverage and plans, alternate services and cost containment programs. The Union shall have one (1) voting representative on the Group Insurance Committee.

**Section 34.5.** Nothing herein shall be construed as preventing the Employer from offering bargaining unit employees, on a voluntary individual basis, alternative health insurance plan(s) as determined by the Board of Trustees, in addition to the one that is currently in effect.

**Section 34.6.** The Employer shall pay the full cost for a \$15,000 group term life insurance policy covering all bargaining unit employees.

**ARTICLE 35**  
**COMPENSATION**

**Section 35.1. Wages:** The following wage scales are based on the percentage increase indicated on each scale:

**ARTICLE 35  
COMPENSATION**

**Section 35.1. Wages:** The following wage scales are based on the percentage increase indicated on each scale:

Effective April 1, 2014

Sign On Bonus: 1.5% Base Pay (*using table below \*See Appendix C*)

| (Current)                        | ENTRY   | 1       | 2       | 3       | 4       | 5       | 6       |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|
| FF                               | \$14.88 | \$15.58 | \$15.98 | \$16.34 | \$16.79 | \$17.21 | \$17.63 |
| Capt.                            | \$15.94 | \$16.59 | \$16.99 | \$17.37 | \$17.83 | \$18.20 | \$18.67 |
| Plt. Chief                       | ██████  | ██████  | ██████  | ██████  | ██████  | ██████  | \$19.23 |
| Fire Inspector<br>(40 hour rate) | \$22.37 | \$23.31 | \$23.86 | \$24.40 | \$25.04 | \$25.61 | \$26.20 |

Effective April 1, 2015

Increase: 1.25%

|                                  | ENTRY   | 1       | 2       | 3       | 4       | 5       | 6       |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|
| FF                               | \$15.07 | \$15.77 | \$16.18 | \$16.54 | \$17.00 | \$17.43 | \$17.85 |
| Capt.                            | \$16.14 | \$16.80 | \$17.20 | \$17.59 | \$18.05 | \$18.43 | \$18.90 |
| Plt. Chief                       | ██████  | ██████  | ██████  | ██████  | ██████  | ██████  | \$19.47 |
| Fire Inspector<br>(40 hour rate) | \$22.65 | \$23.60 | \$24.15 | \$24.71 | \$25.35 | \$25.93 | \$26.53 |

Effective April 1, 2016

Increase: 2.25%

|                                  | ENTRY   | 1       | 2       | 3       | 4       | 5       | 6       |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|
| FF                               | \$15.41 | \$16.12 | \$16.54 | \$16.91 | \$17.38 | \$17.82 | \$18.25 |
| Capt.                            | \$16.50 | \$17.18 | \$17.59 | \$17.99 | \$18.46 | \$18.84 | \$19.33 |
| Plt. Chief                       | ██████  | ██████  | ██████  | ██████  | ██████  | ██████  | \$19.91 |
| Fire Inspector<br>(40 hour rate) | \$23.16 | \$24.13 | \$24.69 | \$25.27 | \$25.92 | \$26.51 | \$27.13 |

Current employees shall be advanced to the next higher pay step at the beginning of the pay period following completion of the required years of service as a full-time employee with the Shawnee Fire Department specified in the applicable wage scale.

New employees shall be assigned to the entry rate for firefighter and shall be advanced to the next higher pay step at the beginning of the pay period following completion of each additional year of service as a full-time employee with the Shawnee Fire Department.

**Section 35.2.** Each bargaining unit employee shall receive an hourly longevity supplement as follows based on the employee's length of continuous full-time employment with the Shawnee Fire Department:

After completion of ten (10) years = \$.24

After completion of fifteen (15) years=\$.31

After completion of twenty (20) years= \$.38

Longevity pay shall be added to the employee's base hourly rate when computing the employee's overtime rate of pay.

**Section 35.3.** Bargaining unit employees other than the Fire Inspector shall receive the following applicable pay supplement for their paramedic certification based upon their number of consecutive years as a certified Paramedic with the Shawnee Fire Department:

Firefighter, Captain, Platoon Chief:

One (1) through six (6) years = \$.45 per hour

Seven (7) through twelve (12) years= \$.55 per hour

More than twelve (12) years=\$.70 per hour

Fire Inspector:

One (1) through six (6) years = \$.63 per hour

Seven (7) through twelve (12) years = \$.77 per hour

More than twelve (12) years = \$.98 per hour

The above paramedic pay supplement shall be added to the employee's base hourly rate when computing the employee's overtime rate of pay.

**Section 35.4.** A non-ranked firefighter who is temporarily assigned by the Fire Department to fully staff the absent position in a higher classification (i.e., Captain's Seat or OIC) shall be paid the Captain's hourly rate of pay at the pay step the firefighter is normally assigned. Out of Class can only be assumed while filling the position on duty and not by calls or call-ins.

**Section 35.5.** Bargaining unit employees, other than the Fire Inspector, who are assigned by the Fire Chief to perform fire investigations shall receive a wage supplement of five dollars (\$5.00) per hour for each hour they perform such duties.

**ARTICLE 36**  
**HAZARDOUS MATERIALS CALL-IN PAY**

**Section 36.1.** Any off-duty bargaining unit employee who has obtained certification as a hazmat technician and is contacted and does participate in any action to mitigate a hazardous materials situation as defined by Ohio Revised Code Section 3745.13, shall be paid at a rate double the employee's standard hourly rate for all hours involved in such response. Such rate shall be at three (3) times the employee's standard hourly rate if the hazardous materials call-in hours occur on a recognized holiday, as defined by Article 23 of this Agreement. This rate shall be applicable regardless of whether the response is in Shawnee Township's normal response area or at another location as part of a mutual aid request. This rate shall be paid from the time the employee is contacted until the employee is released from duty by the Officer-In-Charge (OIC).

**ARTICLE 37**  
**DRUG/ALCOHOL TESTING**

**Section 37.1.** Drug/alcohol testing may be conducted on employees (pre-hire, post-incident physical examination, reasonable suspicion, or randomly). In addition, any probationary employee may be required as a condition of employment to participate in any unannounced mandatory drug test scheduled during the probationary period.

Bargaining unit employees may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if they are involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**Section 37.2.** All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

**Section 37.3.** Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence. A positive result of blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 37.4.**

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

**Section 37.5.** The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another SAMHSA-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

**Section 37.6.** If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Employee's testing positive the first time will be given an opportunity to sign a last chance agreement and participate in a rehabilitation/detoxification program. An employee required to participate in

rehabilitation or detoxification program shall be allowed to use any available leave time for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee will be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 37.7.** If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

**Section 37.8.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee, other than post-incident testing, shall be at the employee's expense.

**Section 37.9.** All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

**Section 37.10.** The Employer agrees to provide employees with an Employee Assistance Program.

## **ARTICLE 38**

### **LABOR/MANAGEMENT MEETINGS**

**Section 38.1.** In the interest of sound labor/management relations, at the request of either party, on a mutually agreeable day and time, the Fire Chief and representatives selected by the Trustees shall meet with not more than three (3) representatives of the Union to discuss those topics as outlined below. Meetings are intended to provide both parties an opportunity to exchange information and ideas, not to negotiate changes in the Agreement.

**Section 38.2.** The purpose of such meetings may include:

- A. Discussion regarding the administrative of this Agreement;
- B. Discussion of changes made by the Employer which affect bargaining unit members of the IAFF (i.e., Department policies, rules and regulations);

- C. Discussion of grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Dissemination of general information of interest to the parties;
- E. Discussion of ways to increase productivity and improve the efficiency; and
- F. Discussion of health and safety matters relating to employees.

**ARTICLE 39**  
**SEVERABILITY/SAVINGS CLAUSE**

**Section 39.1.** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10 (A), all articles listed in the table of contents of this Agreement are intended to supersede and/or prevail over any conflicting and/or additional provisions contained in the O.R.C., including but not limited to O.R.C. Sections 9.44, 4111.03, 505.38 and 733.35 to 733.39. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to any applicable statute, not superseded as provided above, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 39.2.** The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time and place to discuss alternative language on the same subject matter.

**ARTICLE 40**  
**WAIVER IN CASE OF EMERGENCY**

**Section 40.1.** If the President of the United States, the Governor of the State of Ohio, the Allen County Sheriff or any other authorized governmental official declares an emergency due to an act of God or incident of civil disorder, the following conditions of this Agreement may be temporarily suspended by the Trustees:

- A. Time limits for the processing of grievances; and

B. Selected work rules and/or Agreements and practices relating to the assignment of employees.

**Section 40.2.** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had been properly progressed prior to the emergency.

## **ARTICLE 41** **DURATION**

**Section 41.1.** This Agreement shall be effective April 1, 2014 and shall remain in full force and effect through March 31, 2017. All wage increases and any other monetary fringe benefits shall be effective on the date(s) specified in the respective Article.

**Section 41.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 41.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and Agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

The provisions of this agreement constitute the entire agreement between the Employer and the Union.

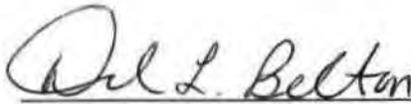
**Section 41.4.** In the event the parties mutually agree to extend the time limits for the statutory impasse procedures as contained in O.R.C. 4117.14, the parties agree to also extend the term of this Agreement to encompass the same time period.

**SIGNATURE PAGE**

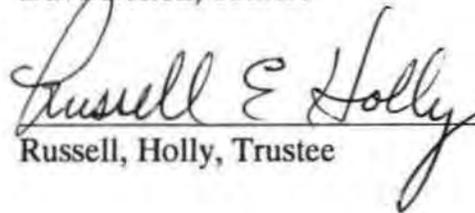
In Witness Whereof, the parties have placed their signatures this 28<sup>th</sup> day of April, 2014 in acceptance of the terms and conditions herein.

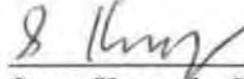
FOR SHAWNEE TOWNSHIP:

FOR THE IAFF, LOCAL # 2550:

  
\_\_\_\_\_  
Dave Belton, Trustee

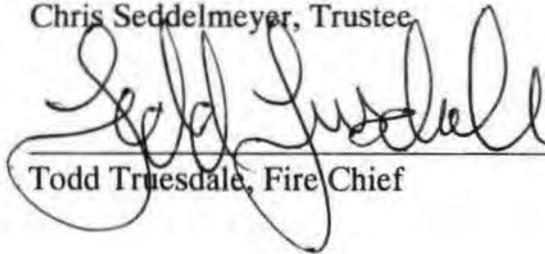
  
\_\_\_\_\_  
Ryan Schott, President

  
\_\_\_\_\_  
Russell, Holly, Trustee

  
\_\_\_\_\_  
Steve Kennedy, Union Representative

\_\_\_\_\_  
Chris Seddelmeyer, Trustee

  
\_\_\_\_\_  
James Painter, Union Representative

  
\_\_\_\_\_  
Todd Truesdale, Fire Chief

**AUTHORIZATION FOR PAYROLL DEDUCTION**  
**OF I.A.F.F. UNION DUES**

NAME: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

TO: Clerk of Shawnee Township, Allen County, Ohio.

I hereby authorize the Clerk of Shawnee Township, Allen County, Ohio, to deduct the sum authorized by the Union from my wages each bi-weekly pay for dues in the I.A.F.F. Local 2550 effective \_\_\_\_\_.

It is my understanding that this authorization can only be revoked, by submission of a written statement to the Township Clerk and the Union, during the thirty (30) day period immediately prior to the end of each contract year, requesting that deduction of union dues be discontinued.

I also hereby authorize the Clerk of Shawnee Township, Allen County, Ohio, to accept and honor the written requests of the I.A.F.F. Local 2550, signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS' SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX B**

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
LOCAL 2550  
SHAWNEE TOWNSHIP  
GRIEVANCE FORM**

Name of Employee: \_\_\_\_\_ Grievance No. \_\_\_\_\_  
Classification: \_\_\_\_\_ Crew Assignment: \_\_\_\_\_  
Date & Time Grievance Occurred: \_\_\_\_\_ Location: \_\_\_\_\_  
Statement of facts, explanation of grievance: \_\_\_\_\_

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

Article(s) and Section(s) of Agreement violated: \_\_\_\_\_

Relief Requested \_\_\_\_\_

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

\_\_\_\_\_  
(Union Official)

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Grievance Review: Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

Approved for processing to Step 1 \_\_\_\_\_ Not approved: \_\_\_\_\_

\_\_\_\_\_  
(Union Official)

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

\_\_\_\_\_  
(Grievance Committee)

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

\_\_\_\_\_  
(Grievance Committee)

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

\_\_\_\_\_  
(Grievance Committee)

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



Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_  
(Signature)

Answer to be dated, signed and attached to original grievance and returned to the employee or grievance committee member.

Step 4: Date Submitted: \_\_\_\_\_ Submitted by: \_\_\_\_\_  
(Signature)

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_  
(Signature)

Date Submitted to Board of Trustees: \_\_\_\_\_

\_\_\_\_\_ Approved for Arbitration \_\_\_\_\_ Grievance Resolved

Meeting Date: \_\_\_\_\_ Scheduled by: \_\_\_\_\_

Arbitrator selected: \_\_\_\_\_  
(Name)

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

Arbitration Hearing Date: \_\_\_\_\_

Final Resolution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Appendix C**

| Employee Name    | Hourly  |  | 1.50%    |
|------------------|---------|--|----------|
| Bailey, Brian    | \$16.34 |  | \$764.71 |
| Biedenharn, Mark | \$17.63 |  | \$825.08 |
| Briggs, Matt     | \$19.23 |  | \$899.96 |
| DeMoss, William  | \$17.63 |  | \$825.08 |
| Gardner, Todd    | \$15.98 |  | \$747.86 |
| Hasenstaub, Mike | \$18.67 |  | \$873.76 |
| Hempker, Jordon  | \$14.88 |  | \$696.38 |
| Hodges, Josh     | \$17.63 |  | \$825.08 |
| Hunsaker, Dustin | \$16.34 |  | \$764.71 |
| Jackson, Travis  | \$17.63 |  | \$825.08 |
| Jones, Jeff      | \$16.79 |  | \$785.77 |
| Kennedy, Steve   | \$17.63 |  | \$825.08 |
| Lafferty, Joseph | \$17.63 |  | \$825.08 |
| Luttrell, Nile   | \$14.88 |  | \$696.38 |
| Myers, Matt      | \$19.23 |  | \$899.96 |
| Norris, John     | \$19.23 |  | \$899.96 |
| Painter, James   | \$18.67 |  | \$873.76 |
| Reaman, Matt     | \$16.79 |  | \$785.77 |
| Schott, Ryan     | \$17.63 |  | \$825.08 |
| Smith, Mike      | \$17.63 |  | \$825.08 |
| Stumbaugh, Bryon | \$18.67 |  | \$873.76 |

FOR THE EMPLOYER:

FOR THE UNION:

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

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

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

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

**LETTER OF UNDERSTANDING  
BETWEEN SHAWNEE TOWNSHIP, OHIO, AND  
I.A.F.F. LOCAL #2550**

Whereas, the Employer has attempted to fill the Fire Safety Inspector position as identified in Article 1 of the negotiated Agreement; and,

Whereas, no qualified bargaining unit employees have applied for the said position; and,

Whereas, the Township has an urgent need to ensure that fire safety inspections do continue within the Township;

Now Therefore, IAFF Local #2550 and the Township agree as follows:

1. The Fire Safety Inspector position as contained in the Labor Agreement, and as it previously existed, shall remain in the bargaining unit.
2. The Union recognizes, and agrees, that the Fire Chief shall be authorized to create a Civilian Fire Safety Inspector position which shall not be required to function as a firefighter/paramedic, and therefore, shall not be included in the bargaining unit.
3. The Township shall have the authority to determine the wages, hours, terms and conditions of employment for the Civilian Fire Safety Inspector.
4. The Township agrees, should the Civilian Fire Safety Inspector position become vacant during the term of the Agreement, the Township agrees to first offer to fill the bargaining unit Fire Safety Inspector before refilling the Civilian Fire Safety Inspector.
5. Both parties mutually agree that nothing herein shall be construed to limit the Employer's right to utilize part-time employees to perform fire safety inspections; or to refill the Civilian Fire Safety Inspector position if no qualified bargaining unit employee applies for the bargaining unit Fire Safety Inspector position.

**LETTER OF UNDERSTANDING (continued)**

- 6. The Township agrees, in the event of a layoff, the Township will not lay off any bargaining unit employee while maintaining the full-time Civilian Fire Safety Inspector position.

FOR THE EMPLOYER:

FOR THE UNION:

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

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

# SENIORITY LIST 2014

Revised: 4/02/2014

| <u>NAME</u>             | <u>ACCREDITED ANNIVERSARY</u><br><u>DATE</u> | <u>HIRE</u><br><u>DATE</u> |
|-------------------------|--|----------------------------|
| 1). Matthew Briggs      | 04/08/95                                     | 04/08/96                   |
| 2). Mark Biedenharn     | 08/28/94                                     | 08/28/96                   |
| 3). Steve Kennedy       | 09/01/92                                     | 12/10/96                   |
| 4). John Norris         | 10/20/93                                     | 12/20/98                   |
| 5). William DeMoss      | 03/21/99                                     | 03/21/99                   |
| 6). Ryan Schott         | 10/03/99                                     | 10/03/99                   |
| 7). Matthew Myers       | 06/09/00                                     | 06/09/00                   |
| 8). Bryon Stumbaugh     | 06/19/00                                     | 06/19/00                   |
| 9). James Painter       | 11/15/03                                     | 11/15/03                   |
| 10). Travis Jackson     | 01/12/04                                     | 01/12/04                   |
| 11). Joshua Hodges      | 07/13/06                                     | 07/13/06                   |
| 12). Michael Hasenstaub | 06/08/05                                     | 12/24/06                   |
| 13). Michael Smith      | 06/25/07                                     | 06/25/07                   |
| 14). Joseph Lafferty    | 10/28/07                                     | 10/28/07                   |
| 15). Jeffrey Jones      | 07/06/09                                     | 07/06/09                   |
| 16). Matthew Reaman     | 01/03/10                                     | 04/24/08                   |
| 17). Dustin Hunsaker    | 09/26/10                                     | 09/01/09                   |
| 18). Brian Bailey       | 01/02/11                                     | 01/02/11                   |
| 19). Todd Gardner       | 04/24/11                                     | 04/24/11                   |
| 20). Nile Luttrell      | 12/14/11                                     | 05/05/13                   |
| 21). Jordan Hempker     | 12/28/11                                     | 06/01/13                   |