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AGREEMENT

BETWEEN

**SAYBROOK TOWNSHIP
BOARD OF TRUSTEES**

AND

**SAYBROOK TOWNSHIP
FIRE DEPARTMENT PART-TIMERS**

Effective: October 1, 2014
Expires: September 30, 2017

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AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2014, by and between the **SAYBROOK TOWNSHIP BOARD OF TRUSTEES**, Ashtabula, Ohio, hereinafter referred to as the "Employer," and **SAYBROOK TOWNSHIP FIRE DEPARTMENT PART-TIMERS**, hereinafter referred to as the "Union," and covers all part-time firefighters, part-time dispatchers and paid-on-call firefighters as hereinafter set forth at the Saybrook Township Fire Department in Ashtabula, Ohio, in accordance with the certification of the State Employment Relations Board (SERB) in Case No. 2010-REP-07-0121.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or employees" where used herein refers to all employees in the bargaining unit. During the life of the Agreement, or any extension thereof, the Employer will recognize and deal with the Union as the sole collective bargaining agent in respect to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit for the purposes of achieving and maintaining harmonious relations between the Employer, the Union and the Employees, and providing for the equitable and peaceful adjustment of differences which may arise.

ARTICLE I NON-DISCRIMINATION

- 1.1 The Employer and the Union hereby state their commitments not to discriminate in any manner relating to employment or representation on the basis of race, color, creed, national origin, sex, handicap or age.
- 1.2 All Employees have the right to join the Union and to participate in lawful concerted Union activities. There shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any Employee because of Union membership or because of any lawful activity in an official capacity on behalf of the Union if performed in accordance with this Agreement.
- 1.3 The Union, its officers and members shall not intimidate or coerce any Employee (s) into (a) joining or remaining members of the Union (b) or participating either as a grievant or witness in any grievance procedure.

ARTICLE II UNION DUES DEDUCTION

- 2.1 The amount of union dues to be charged to Employees shall be determined by the Local Union's By-Laws. Employees who work at least eight (8) hours per pay period may have their dues deducted from their pay. An Employee who opts to have his or her union dues deducted will inform the Employer in writing that they desire to do so. Participating Employees agree to co-operate with Employer and comply with all reasonable requirements for the deduction of dues.

- 2.2 In the event the Employee fails to work a minimum of eight (8) hours in a pay cycle, no dues will be deducted from the Employee's paycheck. In such event, the Employee will pay his or her union dues directly to the Union, and the Union will be solely responsible for collecting such dues. Should the Employee subsequently work the minimum amount of hours as established in paragraph 2.1, the Employer will resume the deductions of union dues from the Employee's paycheck.
- 2.3 The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an Employee arising from the application of the terms of this Article. Once the funds are paid by the Employee to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union.

ARTICLE III UNION REPRESENTATION AND VISITATION

- 3.1 The Employer recognizes the right of the Union to select stewards to represent the Employees, upon request, on grievances concerning any dispute, controversy, or difference between any member of the Local with the Employer on any issues with respect to or on account of:
- (a) The meaning, interpretation, or application of this Agreement or the provisions hereof; or,
 - (b) The rights, obligations, or liabilities of the parties herein, as to wages, hours and terms and conditions of employment.
- 3.2 Stewards shall process grievances with proper regard for the Employer's operational needs and work requirements, and shall cooperate in good faith with the Employer in keeping to a minimum the time lost from work due to grievance handling. If any Steward fails or refuses to comply with these requirements, the Employer retains the right to impose disciplinary action.
- 3.3 The union shall furnish the employer with a written list of stewards on an annual basis. Any changes to said list shall be made as necessary.
- 3.4 The business representatives of the Union shall be permitted to enter the Employer's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any Employee or disrupt operations in any way; unless expressly permitted by the Employer. The business representative will sign the visitors' log.
- 3.5 The employer agrees to provide space for Union Bulletin Boards at Fire Station No. 1, 2 & 3 to the Union for the purpose of posting notices concerning official Union business.
- 3.6 The Union shall be entitled to meet and conduct business at Fire Station No. 1, provided that the Union shall give the Fire Chief at least twenty-four (24) hours advance notice of

the date that Station No. 1 shall be so utilized. If the Fire Chief is unavailable for any reason, then notice may be given to any of the three (3) Township Trustees. Such meetings shall not be held in any other buildings or upon any other grounds owned by the Employer without prior permission from the Board of Trustees. Departmental operations shall take precedence over any such meeting, and meetings shall be held in such a fashion as to avoid disruption of Departmental activities.

ARTICLE IV STRIKES AND LOCKOUTS

- 4.1 The parties fully subscribe to the intent of continuous operation of the Employer's various facilities during hours as scheduled during the life of this Agreement and/or any extension thereof. The Union agrees that it will neither condone nor authorize any form of strike during the life of this Agreement, and the Employer agrees that it will neither condone nor conduct any form of lockout during the life of this Agreement.
- 4.2 The Union agrees that, should there be any work stoppage during the life of this Agreement, it will exert every effort to terminate the strike, publicly proclaiming that the strike is illegal and unauthorized and publicly advising the employees to return to work immediately.
- 4.3 The Union further agrees that, in the event of any such unauthorized strike, the Employer may take any disciplinary action it wishes against the employee or employees engaging in such a strike and the Union waives any and all right to invoke the grievance procedure except for the sole purpose of adjudicating the issue of whether an employee participated in such work stoppage.
- 4.4 In consideration of the commitments made by the Union in the above paragraphs of this Article, the employer agrees that it will not hold the Union responsible for any form of unauthorized strike so long as the Union observes those commitments in good faith.

ARTICLE V GRIEVANCE & ARBITRATION PROCEDURE

- 5.1 A grievance is defined to be any dispute, controversy, or difference between any member of the Local and Employer on any issues with respect to or on account of:
 - (a) The meaning, interpretation, or application of this Agreement or the provisions hereof, or,
 - (b) The rights, obligations, or liabilities of the parties set forth herein, as to wages, hours and terms and conditions of employment.
- 5.2 Only one (1) subject shall be covered in any one (1) grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, the signature

of the grievant and the date.

- 5.3 If it is impossible to comply with the time limits specified in the procedure below because of work schedules, illness or vacations, these limits may be extended by mutual consent, in writing, a maximum of fourteen (14) calendar days excluding Saturdays, Sundays and Holidays.
- 5.4 Failure of the grievant to file or appeal the grievance within the specified time limits shall cause the grievance to be resolved with the last response from the Employer. Failure of the Employer to respond within established time limits will cause the grievance to be settled in favor of the grievant.
- 5.5 STEP 1:
Within forty-eight (48) hours of the event causing the grievance, the aggrieved member or members must discuss the event with the Fire Chief, or in the absence of the Fire Chief, the Assistant Chief or the Department Liaison (the Chief's "representative"). The member may request that a Union Steward be present for the discussion.

STEP 2:

If no satisfactory settlement is reached at Step 1, within five (5) calendar days from the date of the discussion with the Fire Chief or his representative, the aggrieved member shall submit his grievance, in writing, on the approved grievance form, to the Fire Chief or his representative. A meeting will be held within fifteen (15) business days from the date that the grievance was submitted at a mutually convenient time between the aggrieved member, Steward, Union Representative, and the Fire Chief or his representative. The Chief or his representative shall provide a written response to the member within seven (7) calendar days of the Step 2 meeting.

STEP 3:

If, after receiving the answer at Step 2 the Employee remains aggrieved, the Employee and/or the Union may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. The request shall be made within fifteen (15) working days from the receipt of the answer given at Step 2. The parties agree to participate in the mediation of all the issues set forth in the grievance (s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not initiated and the Employee remains aggrieved, the Employee may proceed to Step 4.

STEP 4:

(a) If the grievance is not satisfactorily settled at Step 3 of the grievance procedure, the Union may, within thirty (30) calendar days after the completion of Step 3, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative who will attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within seven (7) calendar days, the parties shall jointly request F.M.C.S. to submit a panel of seven (7) arbitrators and the arbitrator shall be chosen by the parties alternately striking names from the list until one arbitrator remains.

- (b) The fees and expenses of the arbitrator shall be borne by the losing party. The expenses of any witness shall be borne by the party calling the witness. The fees of any court reporter shall be borne by the party asking for the same, but such fees shall be equally divided if both parties request the presence of a court reporter, or request a copy of any transcript.
- (c) The function of the arbitrator shall be of a judicial and not a legislative nature. Any decision rendered by the arbitrator must be in writing. The decision of the arbitrator shall be final and binding on both parties.
- (d) The arbitrator shall:
 - (1) Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) Have no power to change the Employer's officially adopted wage schedule.
 - (3) Have no power to decide any questions, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management except as conditioned by this Agreement.
- (e) Any decision by an arbitrator, which is outside the scope of the arbitrator's power as outlined by this section, shall be null and void and not binding on any party.

ARTICLE VI MANAGEMENT RIGHTS

- 6.1 The Union recognizes the Board of Township Trustees, the Fire Chief, and the Assistant Fire Chief, as the authorized agents of the Employer, and acknowledges that they possess the sole right to operate the Saybrook Township Fire Department. Except as specifically limited herein, all rights are reserved to and remain vested in the Employer, including, but not limited to the sole right to:
- (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - (b) Direct, supervise, evaluate, or hire employees;
 - (c) Maintain and improve the efficiency and effectiveness of governmental operations;
 - (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the employer as a unit of government;
- (h) Effectively manage the work force;
- (i) Contract for goods and services; however, the employer agrees that it will not contract out work customarily performed by the bargaining unit, except when required by law or due to financial reasons. The parties acknowledge that the employer may lay off dispatchers as a result of the creation of a regional dispatching entity or service. Nothing contained in this collective bargaining agreement is intended to limit employer's right to implement such layoffs in the event that employer determines the need to abolish dispatching positions. The employer agrees to notify the union at least 180 days prior to the implementation of the layoffs, and will make every reasonable effort to secure employment for bargaining unit members in some capacity, with Saybrook Township or the new dispatching entity or service. The reasonable efforts of the Employer to obtain employment for laid off dispatchers will be based upon the qualifications and experience of the employees. This language is not intended to require the Employer to create new positions.
- (j) Take action to carry out the mission of the public employer as a governmental unit.

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

ARTICLE VII EMPLOYEE RIGHTS

- 7.1 The Union agrees that its members shall comply with all fire department rules, regulations, policies and procedures promulgated by the Employer, including those related to conduct and work performance. One copy of said rules, regulations, policies, and procedures shall be submitted to the Union for informational purposes within one hundred twenty (120) days of the effective date of this agreement, and one (1) copy shall be displayed at Station 1.
- 7.2 Any additions, deletions or amendments to the rules, regulations, policies and procedures set forth in 7.1 of this Article shall be committed in writing, with one (1) copy provided to the Union prior to posting at Station 1 and implementation.

- 7.3 The Employer agrees to pay all expenses associated with any inoculations or immunizations shots for Employees, spouses, and children under age twenty-one (21) living in Employees' home, when such becomes necessary by reason of the Employees' exposure to contagious diseases in the line of duty, as may be directed by a licensed physician hired by the Township.
- 7.4 The services performed by the Employees in the Township Fire Department are essential to the public health, safety and welfare. When Employees are required to go through picket lines at a location where an emergency exists, or is believed to exist, to protect the public health, safety, or welfare, the policy established by the Employer for those conditions will be followed.
- 7.5 The parties agree to conduct labor/management meetings at least annually or more often if mutually agreed upon by the union and the employer to discuss and to attempt to remedy job-related and other safety concerns. The parties shall mutually agree upon a date and time for such meetings. Either party desiring to hold such a meeting shall notify the other, and the parties shall exchange their own agenda for such a meeting; provided, however, that it shall be held within ten calendar days of the date the notice is received unless the parties mutually agree upon a later date. Each party shall be permitted to have three representatives present. Any additional representatives must be mutually agreed to by the parties.
- 7.6 Written minutes of all such meetings set forth in 7.5 of this Article shall be kept. The parties shall designate a person to take the minutes, which shall thereafter be delivered to the Chief and shall be kept in his possession. The Fire Chief and the Union Steward shall send a copy of the original minutes to the Union and the Trustees for their information and records. Any employee may review the minutes Monday through Friday during the regular working hours of the Fire Chief.
- 7.7 Any employee who is scheduled to work and is required to appear before a Court, Judge, Justice, Magistrate or Coroner (i.e. by Subpoena), or is required to appear by the Employer, in a case concerning the Fire Department shall receive their regular rate of pay for all time required to appear.
- 7.8 This Agreement constitutes the entire agreement between the parties pertaining to the matters specifically identified in the Agreement. Except for the exercise of the Employer's management rights as provided for in this Agreement and/or established by prevailing law, the terms and conditions of employment that are not addressed in this Agreement will continue as status quo for the duration of this Agreement. For purposes of this agreement, status quo shall be defined as those rights and privileges existing as of the expiration date of the prior collective bargaining agreement (October 31, 2005).
- 7.9 No bargaining unit member—that is placed into an acting supervisory position shall have the authority to implement or perform any disciplinary action against another bargaining unit member.

- 7.10 Except in the case of an emergency, Employer agrees to give Employees a one (1) week notice for all SOP changes. After the one (1) week notice the SOP shall be implemented.

ARTICLE VIII PROBATIONARY PERIOD

- 8.1 There shall be a probationary period of one year following the hiring of a new employee of the department to allow the employer to determine the fitness and adaptability of any new employee. During such time, a new employee shall have no seniority rights. An employee who successfully completes the probationary period shall have their seniority computed as of the original date of hire. During this one year probationary period, only sections 2.1 and 14.1 of the Collective Bargaining Agreement shall apply to said employees.
- 8.2 At any time during the probationary period, should the employer determine that the employee is not performing the work to the employer's expectations, the employee may be terminated for any reason. In the event that termination is contemplated, the Union will be notified to meet and confer with the Chief about the termination. Such determination shall not be subject to the grievance procedure of the Collective Bargaining Agreement.
- 8.3 During the probationary period the Chief will assign the probationary employee to train for the position for which the employee was hired.
- 8.4 Once the Chief has determined that the employee has obtained the qualifications for the position, the Chief shall assign the employee to a minimum of forty-eight (48) hours of shift training. During the aforementioned shift training, the trainee shall not be used to fill open shifts. At the conclusion of this training, the employee will have successfully passed a Chief's approved written test as well as a skills check off sheet. The employee will then be permitted to fill regular shifts pursuant to the provisions of the Collective Bargaining Agreement. The Chief shall notify the Union when the employee may sign up for shifts.
- 8.5 Once the probationary employee is permitted to fill shifts as is contemplated by the preceding paragraph, the employee will receive the regular hourly wage for that position less .24 cents per hour, until said probationary employee successfully completes the probationary period.
- 8.6 If, after six (6) months have transpired from the probationary employee's date of hire, the Chief determines that the probationary employee has satisfactorily performed the duties of the position, the Chief may waive the remaining portion of the probationary period. In the event such a waiver occurs the probationary employee shall become a regular employee and will be compensated at the regular hourly rate for the position.

**ARTICLE IX
DISCIPLINE**

- 9.1 No employee shall be disciplined without just cause. Except in instances where the employee in question is found to have engaged in serious misconduct, discipline shall be imposed by the Employer in a corrective and progressive manner. Discipline based upon the progressive system shall be as follows:
- a. First Offense-----Oral Reprimand
 - b. Second Offense-----Written Reprimand
 - c. Third Offense-----Three (3) days Suspension
 - d. Fourth Offense-----Five (5) days Suspension
 - e. Fifth Offense-----Discharge
- 9.2 An Employee shall not be discharged without first having received an oral reprimand, written reprimand and two suspensions except for serious acts of misconduct, including but not limited to, dishonesty, failure to carry out an order of the Employer, use of illicit substances, sabotage of Employer property, intoxication on the job and physical violence or threats of physical violence. The concept of progressive discipline is not intended to preclude the Employer from bypassing lesser disciplinary action for serious offenses. A copy of any disciplinary action shall be forwarded to the Union by the Employer. Disciplinary action including discharge shall be subject to the grievance procedure set forth in this Agreement.
- 9.3 When the Fire Chief determines it is necessary to initiate an investigation of an allegation or incident of misconduct, he will notify the Employee involved and the Union President or other Union official. The notification will be made in writing and will identify the date the Fire Chief became aware of the misconduct and/or incident. The Fire Chief will issue a written decision regarding the matter within twenty (20) days of the date the Fire Chief became aware of the alleged misconduct, unless this timeline is extended by mutual consent with the Union.
- 9.4 All reprimands shall cease to have effect upon further disciplinary procedures after twelve (12) months from the date of the incident that resulted in the reprimand. Thereafter, the Employer may maintain the records of the reprimands, however, the records shall not be used as a basis for discipline under the progressive system.
- 9.5 Bargaining Unit Employee(s) shall be granted access to their own individual personnel files for review of documents contained therein, Monday through Friday during the regular working hours of the Fire Chief.
- 9.6 If a Bargaining Unit Employee(s) has reason to believe there are inaccuracies in documents contained in his personnel file, the Employee may write a memorandum explaining his position and have said memorandum attached to the document(s) in question and/or file a grievance in accordance with Article V of this Agreement.

- 9.7 In the event of any action taken by the Employer to suspend or terminate an Employee, the Employer shall provide the Employee with:
- (a) Written notice of the reason(s) for the intended action, together with the date(s) of the implementation of the disciplinary action;
 - (b) The opportunity for a pre-disciplinary hearing before the Fire Chief. The Employee shall receive written notice via hand delivery or by certified mail, return receipt requested, at least forty-eight (48) hours prior to the pre-disciplinary hearing;
 - (c) The opportunity to rebut the charges at the hearing or in writing within five (5) working days after the hearing;
 - (d) A written decision within seven (7) working days following the hearing stating the nature of the disciplinary action to be implemented and the reasons therefor.

ARTICLE X WORKING HOURS OF DISPATCHERS

- 10.1 Dispatchers may continue to sign up for shifts. The parties acknowledge that the mutual goal of the employer and the Dispatchers is to fill the schedule for the providing of dispatching service. All dispatchers are required to show on the employee's available list that they are available to work a minimum of six shifts per month, two of which shall be weekend shifts, in accordance with the procedure set forth below (note a six shift requirement may be lowered by employer in the event that additional dispatchers are hired). The Employer maintains the right to schedule the shifts if shifts are repeatedly being left open. The bargaining unit will be given a written statement that this will occur and when it will occur.
- 10.2 Sign up shall be the Monday of the last full week of each month starting at 17:30 hours at Station 1. The session may begin earlier if all dispatchers and/or their representatives are present. Sign up shall be by a seniority rotation basis. The first sign up session under the terms of this contract will permit the most senior person to make the first selection. Each month thereafter the person at the top of the list will go to the bottom of the list. New hires who are eligible for sign ups will be placed on the bottom of the list as of the date of the sign up session as the new hires are eligible for signing up for shifts.
- 10.3 Round 1: Each Employee may sign up for no more than 8 hours in a pay week (first shift Thursday to and including third shift Wednesday, which is the Township pay cycle).
- 10.4 Round 2: Utilizing the same rotation as used in Round 1, each Employee may sign up for one additional shift per week.
- 10.5 Round 3: If vacancies still exist, each Employee may sign up for one additional shift

per week using the same rotation. Additional rounds may be needed to fill all shifts. The rounds will continue as set forth above.

- 10.6 Employees that cannot attend the scheduled sign up must have another Employee act as their proxy, and provide their availability sheet. The failure to attend a sign up session, either in person or by proxy (and/or the failure to provide the Employees availability sheet), may result in discipline, and will be reviewed by the Chief.
- 10.7 Dispatchers shall not, without the prior approval of the Chief, work more than 40 hours total in any one pay week.
- 10.8 In the event there are open shifts 48 hours after sign up, the Chief will fill these shifts following the assignment procedure listed below. If filling these shifts by assignment results in overtime, then overtime will be paid. When assigning shifts, the Chief shall utilize the dates that the Employees are available to work, based upon written information supplied to the Chief at the time of signing up. Shifts shall be assigned no later than 72 hours after the 48 hour time limit has expired. Every reasonable effort shall be expended to attempt to distribute the assigned shifts in a fair and equitable manner. In the event an employee is mandated to take a shift, the employee shall be compensated for the time of the shift at one half (1 ½) times the Employee's hourly rate.
- 10.9 Shifts are 0700-1500, 1500-2300, 2300-0700 and weekend shifts are defined as shifts between 2300 Friday and 2300 Sunday.
- 10.10 Dispatchers are required to be in the designated fire department uniform prior to starting their scheduled shift and remain in uniform during their shift. Failure to do so is grounds for disciplinary action.
- 10.11 Dispatchers may not leave the Station unless they are relieved by a qualified replacement or released by the Officer in charge.
- 10.12 Dispatchers that accept work beyond the end of their shift will be paid overtime only if the extra hours put them into overtime (i.e. the Employee works more than 40 hours per pay week). All hours worked due to being forced to stay after the scheduled shift (s) will be paid as overtime. No Employee shall be forced to work more than one consecutive shift after their scheduled shift. If a dispatcher has already worked 16 hours or more, they cannot be mandated to work any additional time during that twenty four (24) hour scheduling period. However, the dispatcher may volunteer to work past their regular shift end time and work more than the sixteen (16) hour maximum.
- 10.13 Employees who sign up or are assigned shifts are responsible for finding a suitable replacement for their shifts. However, an Employee who is unable to report to work due to illness may request to be relieved from the responsibility of finding a replacement no more than two (2) occurrences during each year. An employee who calls off and misses consecutive shifts due to such illness will be charged with one occurrence. (All shifts within 24 hours will be considered as being consecutive for the purpose of this section).

Employees may also be relieved of finding a replacement in the case of a medical emergency which is documented by a physician's certificate or a family emergency which has been approved by the Chief. Employees who are required to find a replacement and call off without finding a replacement or arrive late for shifts shall be subject to discipline. Trading shifts after sign up must be approved by the Chief twenty-four hours prior to the trade, if possible. Repeated failures to do so may be grounds for disciplinary action.

- 10.14 Specialized training sessions may be scheduled at the Chief's discretion. Except in extraordinary circumstances, all training sessions will be posted at least 72 hours in advance. There may be additional hours of departmental training mandated by the Chief. The total required departmental training will not exceed thirty (30) hours per calendar year. Employees who attend the mandatory training sessions shall be paid at the rate of time and one half their regular hourly wage.
- 10.15 A dispatcher will have forty-eight (48) hours after sign up to make schedule changes with notification in writing delivered to the Chief.
- 10.16 In the event the Chief is required to fill a shift as a result of a scheduled dispatcher's unavailability, a dispatcher will be selected from a list compiled by the Chief. The aforementioned list will be based on classification seniority, and dispatchers will be selected on a rotational basis.
- 10.17 No Employee should be disciplined for being late as a result of uncontrollable circumstances which require the Employee to be held over at their full-time employment. The employee shall notify the Employer if he/she will be late as soon as possible prior to the start of their shift. The employee will provide appropriate documentation to verify the uncontrollable circumstances that resulted in the late arrival to his/her shift.
- 10.18 An Employee who fails to submit an availability list which demonstrates that the Employee is available for the minimum number of shifts required by paragraph 10.1 for two (2) consecutive sign up sessions will be sent a letter by the Fire Chief, via certified mail, indicating that the Employee's employment will be terminated if the Employee fails to submit a proper availability list at the next sign up session. The failure of the Employee to submit an availability list in a complete and timely manner at the sign up session following the receipt of the Chief's letter will constitute grounds for immediate termination of the Employee's employment. This paragraph will not apply in circumstances where the Employee is on an approved leave of absence and, as a result of same, cannot comply with the aforementioned requirements.
- 10.19 In the event the Union determines that a majority of the dispatchers desires to change the sign-up procedure in Sections 10.3 through 10.5, the Union will submit the new sign-up procedure to the Chief in writing. Only one change of the sign-up procedure will be permitted in any contract year.

- 10.20 The parties do hereby agree that should problems or concerns arise from the filling of shifts pursuant to the preceding paragraphs, such concerns shall be reviewed by the Labor/Management Committee.
- 10.21 In the event that the Employer approves the hiring of a full time dispatcher, the terms and conditions for the position which are set forth in Addendum 1 shall be implemented.

**ARTICLE XI
WORKING HOURS OF PART-TIME FIREFIGHTERS/EMT'S**

- 11.1 Firefighters/EMT's (FF/EMT's) may continue to sign up for shifts. The parties acknowledge that the mutual goal of the employer and the Firefighters/EMTs is to fill the schedule for the providing of service to the citizens of Saybrook Township. All Firefighters/EMTs are required to show on their availability list that they are available to work a minimum of six shifts per month, one of which shall be a weekend shift, in accordance with the procedure set forth below. Firefighters/EMTs will not be required to work more than twelve shifts (or 96 hours) per month, unless a Firefighter/EMT desires to do so. (note: the minimum and maximum shift requirements may be lowered by the employer in the event that additional Firefighters/EMT's are hired). The Employer maintains the right to schedule the shifts if shifts are repeatedly being left open. The bargaining unit will be given a written statement that this will occur and when it will occur.
- 11.2 Sign up shall be the Wednesday of the last full week of each month starting at 18:00 hours at Station 1. Sign up shall be done by the order of seniority, the highest seniority first proceeding to the lowest in seniority. If the highest senior Employee is not present or accounted for, the next highest senior Employee shall start sign ups with the Employee not present being moved to the last position. Immediately following the sign up session, each Employee shall provide the Employer an availability sheet for said month setting forth the dates and time the Employee is available to work. The availability sheet will include a space to reflect an employee's desire to work fill-in duty, additional shifts and/or other pertinent information. These availability lists should be revised by the Employee throughout the month.
- 11.3 Round 1: During the first round an employee may sign up for no more than twenty-four (24) hours in any calendar week.
- 11.4 Round 2: Utilizing a reverse rotation from Round 1, each Employee may sign up for three additional shifts per week not to exceed twenty four (24) hours in any calendar week. This will continue until sign up is completed. Round 3 will revert to the original rotation, and then alternate thereafter.
- 11.5 Employees that cannot attend the scheduled sign up must have another Employee act as their proxy, and a proxy shall provide the employee's availability sheet. The failure to attend a sign up session either in person or by proxy, and/or the failure to provide the employee's availability sheet, may result in discipline, and will be reviewed by the Chief.

- 11.6 Part-time FF/EMT's shall not sign up for more than 212 hours in a township pay cycle (28 days). Management shall make a good-faith effort to notify the employee when he or she reaches approximately 200 hours.
- 11.7 In the event there remain open shifts 48 hours after sign up, the Chief will fill these shifts following the assignment procedure listed below. If filling these shifts by assignment results in overtime, then overtime will be paid. When assigning shifts, the Chief shall utilize the dates that the Employees are available to work, based upon written information supplied to the Chief at the time of signing up. Shifts shall be assigned no later than 72 hours after the 48 hour time limit has expired. Every reasonable effort shall be expended to attempt to distribute the assigned shifts in a fair and equitable manner. In the event an Employee is mandated to take a shift, the Employee shall be compensated for the time of the shift at the rate of one half (1 ½) times the Employee's hourly rate.
- 11.8 Eight (8) hour shifts are between the hours of 0700-1500, 1500-2300 and 2300-0700. Twelve (12) hour shifts are between the hours of 0700-1900 and 1900-0700. Weekend hours are defined as hours between 2300 Friday and 2300 Sunday.
- 11.9 FF/EMT's are required to be in the designated fire department uniform prior to starting their scheduled shift. Failure to do so is grounds for disciplinary action.
- 11.10 Any part-time or fill-in shifts signed up for at a later date that create overtime shall be brought to the attention of the Chief before working said hours. Approval of overtime shall be the discretion of the Chief.
- 11.11 Employees who sign up or are assigned shifts are responsible for finding a suitable replacement for their shifts. However, an Employee who is unable to report to work due to illness may request to be relieved from the responsibility of finding a replacement no more than two (2) occurrences during each year. An employee who calls off and misses consecutive shifts due to such illness will be charged with one occurrence. (All shifts within 24 hours will be considered as being consecutive for the purpose of this section). Employees may also be relieved of finding a replacement in the case of a medical emergency which is documented by a physician's certificate or a family emergency which has been approved by the Chief. Employees who are required to find a replacement and call off without finding a replacement or arrive late for shifts shall be subject to discipline. Trading shifts after sign up must be approved by the Chief twenty-four hours prior to the trade, if possible. Repeated failures to do so may be grounds for disciplinary action.
- 11.12 FF/EMT's who work the fill-in list and pick up a fill-in shift on a day they have scheduled themselves to work part-time, shall be responsible for finding a suitable replacement for the part-time position involved. Suitable replacements are those Employees who are part-time qualified and will not put themselves into overtime based on 212 hours in the Township pay cycle, and with the least part-time hours for the month.

- 11.13 Specialized training sessions may be scheduled at the Chief's discretion. Except in extraordinary circumstances, all training sessions will be posted at least 72 hours in advance. There may be additional hours of departmental training mandated by the Chief. The total required departmental training will not exceed thirty (30) hours per calendar year. Employees who attend the mandatory training sessions shall be paid at the rate of time and one half their regular hourly wage.
- 11.14 No Employee should be disciplined for being late as a result of uncontrollable circumstances which require the Employee to be held over at their full-time employment. The employee shall notify the Employer if he/she will be late as soon as possible prior to the start of their shift. The employee will provide appropriate documentation to verify the uncontrollable circumstances that resulted in the late arrival to his/her shift.
- 11.15 There will be no partial shifts allowed unless approved by the Chief. Partial shifts must be shown on the sign-up form as LT=arrive late with the time of arrival shown and LE=leave early with the time shown. An employee cannot leave early and arrive late on the same shift. Additionally, all requests to leave early or arrive late must be made in writing to the Chief at least 24 hours in advance and the employee must indicate how late they will be. The maximum amount of time an employee may leave early or arrive late is 1 ½ hours unless otherwise approved by the Chief on a case by case basis. Should the 1 ½ hour pass, management is free to fill said shift or take other measures to ensure adequate staffing. Employees who need to arrive late or leave early must have a qualified replacement for the time they are late or early, or be released by the officer in charge.
- 11.16 It is the Employee's responsibility to perform the essential physical and mental functions and duties of the job description for a firefighter/EMT, and maintain certifications and continuing education requirements mandated by Federal, State or County licensing authorities.
- 11.17 In order to be eligible to work fill-in shifts, employees must possess the necessary qualifications set forth by the Chief and the joint Labor/Management Committee. These qualifications must be developed within three (3) months of the effective date of this agreement and shall be committed to writing. The availability list shall be utilized for the purpose of the fill-in list. Addendum two (2) shall serve as the procedure for fill-in. Should the fill-in shift remain open after utilizing the fill-in list, and more than one (1) employee that is currently on duty is qualified to work fill-in, the fill-in position shall be awarded to the employee with the most job classification seniority. In the event a fill-in shift remains unfilled because qualified personnel are unwilling or unavailable to fill the shift, the Fire Chief may fill the shift with a part-time Employee and pay the Employee at his/her regular hourly rate.
- 11.18 Both employer and employee acknowledge that there may be times when dispatchers and/or part-time firefighters shall need to make telephone inquiries in order to fill open shifts. During those occasions, the following procedures shall be utilized. If at all possible, dispatchers shall be used for making said telephone contacts. Should no dispatchers be available or if the dispatchers are being utilized for other duties, it is

- management's prerogative to utilize part-time firefighters to make said telephone calls. In either instance, management shall provide a list of those individuals along with their telephone numbers, ranked in order, which need to be called. Each individual on the list will be called in order, two times within a fifteen minute period. Should any of the individuals request time to consider accepting the positions, that individual will be given a maximum of fifteen minutes in which to make their decision. A "no" decision for any reason shall be considered a refusal and that individual's name shall be moved to the bottom of the list.
- 11.19 It is also agreed that at the bottom of each of these lists shall be a summary of the rules and procedures which need to be followed by the person who is making the telephone call to ensure a uniform and fair performance of these responsibilities
- 11.20 An Employee who fails to submit an availability list which demonstrates that the Employee is available for the minimum number of shifts required by paragraph 11.1 for two (2) consecutive sign up sessions will be sent a letter by the Fire Chief, via certified mail, indicating that the Employee's employment will be terminated if the Employee fails to submit a proper availability list at the next sign up session. The failure of the Employee to submit an availability list in a complete and timely manner at the sign up session following the receipt of the Chief's letter will constitute grounds for immediate termination of the Employee's employment. This paragraph will not apply in circumstances where the Employee is on an approved leave of absence and, as a result of same, cannot comply with the aforementioned requirements.
- 11.21 In the event the Union determines that a majority of the firefighters/EMT's desires to change the sign-up procedure in Sections 11.3 and 11.4, the Union will submit the new sign-up procedure to the Chief in writing. Only one change of the sign-up procedure will be permitted in any contract year.
- 11.22 The parties do hereby agree that should problems or concerns arise from the filling of shifts pursuant to the proceeding paragraphs, such concerns shall be reviewed by the Labor/Management Committee.
- 11.23 A firefighter will have forty-eight (48) hours after sign up to make schedule changes with notification in writing delivered to the Chief.

ARTICLE XII SENIORITY - LAYOFFS

- 12.1 Seniority shall be determined by continuous service in the current job classification and shall be calculated from the date of employment in said classification. Continuous service shall be broken only by resignation, discharge for just cause, absence without leave or retirement.
- 12.2 In the event of a reduction in force layoffs shall occur in reverse order of classification seniority, from the least senior to the most senior. If the employee crossed over from

dispatch to firefighter, or vice versa, and there is a layoff, the affected employee has the option to take the layoff or return to the prior job classification and utilize their previously accrued seniority in the former classification. The employee shall be placed appropriately on the classification seniority list. Employees shall be recalled in order of classification seniority, commencing with the most senior employee on layoff status. No part time employee(s) shall be hired until all Employees on layoff status have been given thirty (30) days notice to return to work.

- 12.3 Each Employee (as defined in this agreement) shall be given written notice of any layoff affecting such Employer; if delivered personally, such notice shall be given at least fourteen (14) days before the effective date of the layoff; if the notice is given by certified mail, it shall be postmarked not less than seventeen (17) days prior to the effective date. Layoff notices shall indicate generally the reason for layoff (examples: lack of work, lack of funds, etc.). If mailed, the mailing shall be by certified mail, with a copy sent to the Union Local.
- 12.4 All laid off employees shall remain on the recall list for a period of seven hundred thirty (730) days from the effective dates of their layoffs. An Employee who fails to report for work within thirty (30) days of the date of certified mailing of a recall notice shall be removed from the recall list and considered a voluntary resignation. A copy of the recall notice shall be sent to the Union Local. Every employee on layoff shall be solely responsible for notifying the employer in writing of any change in the Employee's mailing address.
- 12.5 No part time Employee shall be replaced by volunteers.

ARTICLE XIII OVERTIME PAY

- 13.1 Dispatchers shall be paid time and one-half (1.5) for all time worked in excess of forty (40) hours in any one (1) pay week. Overtime shall be compensated on the basis of quarter-hours (15 minute intervals).
- 13.2 Firefighters, Emergency Medical Technicians, and Paramedics shall be paid time and one-half (1.5) for all time worked in excess of two hundred-twelve (212) hours in the Department's regular twenty-eight (28) day pay cycle.
- 13.3 If a firefighter is mandated to stay past the time of their shift, they will be compensated at time and one half (1.5) for the duration of the time worked.
- 13.4 Prior authorization from the Fire Chief must be obtained before compensation for overtime will be approved.
- 13.5 Nothing contained in Paragraphs 11.1 through 11.4 is intended to be a guarantee of minimum hours, days of work, or pay.

**ARTICLE XIV
HOLIDAYS**

14.1 The following employee holidays shall be recognized and observed:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	

Employees will be paid time and one-half (1.5) for all hours worked on the aforementioned holidays.

**ARTICLE XV
WAGES**

15.1 Employer agrees to pay the following hourly rates of pay for bargaining unit members, beginning with the first full payroll period after the effective date of the contract (October 1, 2014):

<u>Position</u>	<u>Regular Hourly Pay Rate</u>	<u>Probationary Rate</u>
Part Time Dispatchers	\$10.96	\$10.72
Part Time Firefighters	\$11.60	\$11.36
Fill-In Duty	\$13.90	\$13.66

Employer agrees to pay the following hourly rates of pay for bargaining unit members, beginning with the first full payroll period after October 1, 2015:

<u>Position</u>	<u>Regular Hourly Pay Rate</u>	<u>Probationary Rate</u>
Part Time Dispatchers	\$11.46	\$11.22
Part Time Firefighters	\$12.10	\$11.86
Fill-In Duty	\$14.40	\$14.16

Employer agrees to pay the following hourly rates of pay for bargaining unit members, beginning with the first full payroll period after October 1, 2016:

<u>Position</u>	<u>Regular Hourly Pay Rate</u>	<u>Probationary Rate</u>
Part Time Dispatchers	\$11.76	\$11.52
Part Time Firefighters	\$12.40	\$12.16
Fill-In Duty	\$14.70	\$14.46

- 15.2 Employer shall pay a yearly uniform allowance of \$300.00 to each dispatcher covered by this agreement, for the purposes of maintaining and replacing the uniform items required by the employer. If the dispatcher does not work during the year, there will be no uniform allowances. The yearly uniform allowance shall be paid by means of the Employer opening an account in the Township's name at a vendor of Employer's choice.
- 15.3 Employer shall pay a yearly uniform allowance of \$400.00 to each part-time firefighter covered by this agreement, for the purpose of maintaining and replacing the uniform items required by the employer. A part-time firefighter may use his/her yearly uniform allowance to purchase a Class A uniform. The yearly uniform allowance shall be paid by means of Employer opening an account in the Township's name at a vendor of Employer's choice.
- 15.4 All new hires (dispatchers and firefighters/EMT's) will be given two (2) complete uniforms at the time they are required to wear uniforms. A complete uniform consists of two (2) pairs of pants, two (2) shirts (either long or short sleeve as selected by the employee) two (2) t-shirts, one (1) sweatsuit, one (1) duty jacket and one (1) pair of footwear, in an amount not to exceed Seventy Five Dollars (\$75.00). New hires who receive their uniforms after July 1st will receive a prorated allowance of the yearly uniform allowance for the following year. Thereafter, they will be entitled to the yearly uniform allowance. In the event an employee's uniform, or any portion thereof, is damaged to the extent it is no longer usable, as a result of activities undertaken by the employee in the line of duty (not as a result of normal wear and tear), the Township shall bear the expense for the replacement of the damaged uniform or uniform item.
- 15.5 Firefighters will be paid a minimum of one (1) hour at one and one-half (1 ½) times their regular hourly rate for off duty call outs, except on observed holidays, when they shall be paid two (2) times their regular hourly rate.
- 15.6 The parties further agree that subject to the following conditions, bargaining unit members will receive a sign-up bonus, based upon their hours worked in the previous contract year. Bargaining unit employees who work at least four hundred (400) hours during the contract year, i.e. October 1, through September 30, will receive Two Hundred Fifty Dollars (\$250.00), less the employee's normal withholding and deductions. Bargaining unit employees who work at least six hundred fifty (650) hours during the

contract year, i.e. October 1, through September 30, will receive Five Hundred Dollars (\$500.00), less the employee's normal withholding and deductions.

The following conditions will apply for an employee to be eligible for the sign-up bonus:

- (a) Bargaining unit employee is eligible for only one sign-up bonus. The bonus amounts cannot be "stacked", i.e. employee who works more than six hundred fifty (650) hours will receive Five Hundred Dollars (\$500.00), not Two Hundred Fifty Dollars (\$250.00 plus Five Hundred Dollars (\$500.00))
- (b) The bonus amount will be paid on or before November 15th of each year.

15.7 When a fulltime firefighter is working at Station No. 2 for a particular shift, the fulltime firefighter will be in charge of the shift. In the absence of a fulltime firefighter at Station No. 2, and when there are two part-time firefighters scheduled to work at Station No. 2, the most senior part-time firefighter will be paid an additional \$0.25 per hour for being the Person in Charge. The Person in Charge will be responsible for overseeing the operation of Station No. 2 and shall be responsible for preparing and submitting all reports to Employer.

ARTICLE XVI INSURANCE COVERAGE

16.1 For the term of this Agreement, the Employer agrees to pay the entire cost of the premiums for the coverage defined in the schedule of benefits currently being provided to bargaining unit members under the Employer's Disability and Death Benefit Policy No. DCC-50093. The Employer has the right to select the vendors to provide the scheduled benefits to bargaining unit members and to change vendors at will. The Employer will assure that the same schedule of benefits that are enumerated in the Policy's Schedule effective February 1, 1998, will be provided by any new vendor.

16.2 For the term of this Agreement, the Employer agrees to pay the entire cost of the premiums for the coverage defined in the schedule of benefits currently being provided to bargaining unit members under the Employer's Governmental Liability Coverage Member No. 0284. The Employer will assure that the same schedule of benefits that are enumerated in the Policy's Declaration Page designated LDCP 0100-OTARMA SB (7/98), effective February 20, 2006, will be provided by any new vendor.

ARTICLE XVII TUITION REIMBURSEMENT

17.1 Active Saybrook Township Fire Department Employees in good standing may request to attend voluntary training by filling out the appropriate documentation as required by the Township Fire Department.

- 17.2 These requests for attendance at voluntary training must be authorized by the Fire Chief, who, along with the Saybrook Township Trustees, shall have the final decision regarding said attendance based on the financial ability of the Township to pay the requisite tuition and the particular need on the part of the Fire Department for employees with the particular training.
- 17.3 The voluntary training should be taken within Ashtabula County, if possible, if offered within Ashtabula County. If the training is to be taken outside of Ashtabula County, the Township agrees to pay only up to the maximum amount that the local class would cost. Any charges over and above the amount will be the responsibility of the employee. Further, the employee shall attend the necessary number of training sessions associated with the course.
- 17.4. Should the request for voluntary training be approved by the Fire Chief, the employee must sign an agreement with the Township to remain with the Township for a minimum of two (2) years, substantially maintaining their previous level of participation with the Department. Failure of the employee to remain with the Township as an employee in good standing according to this section will result in the employee having to reimburse the Township for any and all costs associated with the tuition payment made by the Township on the student's behalf as follows: less than one (1) year, 100%; more than one (1) year but less than two (2) years, 50%. The aforementioned provision concerning the agreement of the employee to remain with the Township for a minimum of two (2) years after receiving training shall only apply to requests for reimbursement for training sessions or classes which involve more than Three Hundred Dollars (\$300.00). The parties further agree that the Township's form which is utilized to request reimbursement will contain language to that effect (Addendum 3).
- 17.5 The employee agrees that said schooling is strictly voluntary in nature and will not, either personally or through his or her union representative, seek any additional compensation pursuant to the Fair Labor Standards Act.
- 17.6 When requesting reimbursement for tuition and/or classes, the employee agrees to provide in writing at the time of the request an invoice or similar document indicating the total cost of the classes or training which the employee desires the Township to provide reimbursement. Except in extraordinary circumstances, the Township will pay the total cost for the seminar and classes directly to the entity providing the service. The employee agrees to provide documentation of attendance and/or certification of completion of the training to the Township as soon as possible following the completion of the training or course.
- 17.7 Failure of the employee to attend, complete and pass the aforementioned course shall result in the employee immediately reimbursing to the township the tuition paid.
- 17.8 The parties agree that this agreement is in the best interests of not only the Union and its members, but also the Township, and will enable both parties to establish a proper procedure for managing of the training needs of the Saybrook Township fire Department.

**ARTICLE XVIII
DRUG AND ALCOHOL FREE WORK PLACE**

18.1 The Employer, Union and Employees recognize that the illegal usage of controlled substances and alcohol is a threat to the public and the Employees of Saybrook Township. Therefore, all Employees agree to comply with and abide by all of the terms and conditions of the Township's Drug and Alcohol Testing Policy and the procedures set forth therein, including, but not limited to, alcohol and/or drug testing administered for the following reasons or circumstances: pre-employment, for cause (reasonable suspicion), post accident or incident, and random testing. The Union and the Employees hereby acknowledge that the willful failure of an Employee to comply with and abide by the terms of the policy shall subject such Employee to discipline, including but not limited to, termination of the Employee's employment. Any discipline against the Employee for violation of the Drug and Alcohol Testing Policy will be undertaken in accordance with procedural due process and all other terms of this Agreement.

**ARTICLE XIX
NEGOTIATIONS PROCEDURE**

- 19.1 The parties shall meet at places and times agreed upon at the beginning of the first meeting. Negotiations shall be conducted in a manner which will minimize interference with the required work schedule. The length of meetings as well as the times and places of the next meetings shall be agreed upon at the first meeting. All meetings shall be closed to the public.
- 19.2 All issues for negotiations by the Union and the Employer shall be submitted in definitive writing at or before the second meeting. No additional topics should be submitted by either party following the second meeting, unless agreed to by both parties.
- 19.3 The Employer, or the designated representative of the Employer, will meet with the representatives designated by the Union for the purpose of discussing and reaching agreement. Each team shall have no more than four (4) members.
- 19.4 While no final agreement shall be executed with out ratification by the Union and adoption of the Employer, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.
- 19.5 Prior to and during the period of negotiations or impasse, the Employer and the Union agree to provide to each other relevant data and supporting information concerning the issue or issues under consideration.
- 19.6 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time within which to caucus in privacy.
- 19.7 As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement

by both parties on that item, or issue, subject to final ratification by the Union and adoption by the Employer.

- 19.8 When a tentative agreement is reached between both teams on all articles, the Union shall present the tentative agreement and recommend its approval by the membership, and the Employer's team shall present the tentative agreement and recommend its approval by the Employer.
- 19.9 The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. When either party determines that the parties have reached impasse, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The first mediation session shall begin within ten (10) days of the appointment of the mediator. The parties shall continue mediation until the expiration of this agreement. Upon mutual agreement, the parties may extend the medication process in an attempt to resolve all outstanding issues. The parties intend, and hereby do agree that the aforementioned mediation process constitutes their exclusive dispute settlement procedure as is contemplated by Section 4117.14 O.R.C.

ARTICLE XX SAVINGS CLAUSE

- 20.1 It is hereby agreed that if any portion of this Agreement, or the application of any provisions of this Agreement, shall be declared invalid by any court, or by reason of existing or subsequent legislation, the remaining part or parts thereof shall remain in force.

ARTICLE XXI DURATION OF CONTRACT

- 21.1 This Agreement shall be effective from the date which the Board of Trustees approves the Agreement until midnight on September 30, 2017. The terms and conditions of this Agreement shall automatically continue thereafter for periods of one year each, unless either party has notified the other, in writing, not less than ninety (90) days prior to the annual expiration date that negotiations are desired. In the event of such notification, negotiations between the parties shall begin within fifteen (15) days following such notifications. If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 21.2 This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) concerning the terms and conditions specifically incorporated herein. No change in the specific terms and conditions of the Agreement shall be made during the life of this Agreement except by

mutual written agreement, and neither party shall have a duty to negotiate with respect to any matter during such period, except as is specifically provided for herein.

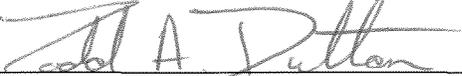
**SAYBROOK TOWNSHIP FIRE
DEPARTMENT PART-TIMERS**



CHIEF NEGOTIATOR



PRESIDENT

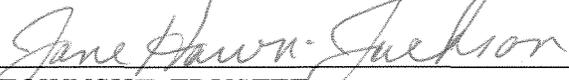


VICE PRESIDENT



CHIEF SHOP STEWARD

**SAYBROOK TOWNSHIP
BOARD OF TRUSTEES**



TOWNSHIP TRUSTEE



TOWNSHIP TRUSTEE

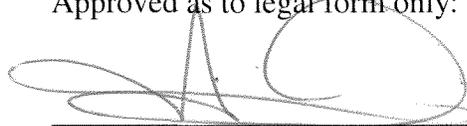


TOWNSHIP TRUSTEE



CHIEF NEGOTIATOR

Approved as to legal form only:



NICHOLAS A. IAROCCI
Ashtabula County Prosecutor

Date: July 28, 2014

ADDENDUM 1

(FULL-TIME DISPATCHER POSITION)

I. In the event a new position is created by the Township for a full-time dispatcher, the terms and conditions of employment for the full-time dispatcher shall be as follows:

A. The Township Trustees agree to enter into negotiations with the Union for the purpose of establishing the hourly rate for the full-time dispatcher position, should a full-time position be created by the Employer.

B. The probationary period will be ninety (90) days for an employee who is hired from within the bargaining unit and who has previously performed dispatching duties for the Township.

C. The position will be full-time, or forty (40) hours per week.

D. The hours of employment will normally be from 7 a.m. to 3 p.m., Monday through Friday.

E. Township will pay for the premiums for hospitalization and life insurance featuring benefits the same as those provided to the other full-time employees of the Township.

F. The full-time dispatcher will be scheduled Monday through Friday each week. The following holidays will be recognized as observed holidays:

New Year's Eve Day	Memorial Day	Thanksgiving Day
New Year's Day	Fourth of July	Christmas Day
Good Friday	Labor Day	Christmas Eve

If the full-time dispatcher is scheduled to work on an observed holiday, the employee will be paid time and a half (1 ½) for all hours worked on the observed holiday.

If the full-time dispatcher desires to take the holiday as a day off, with regular pay, a request for same must be made to the Chief at least two (2) weeks in advance and the shift must be covered by other bargaining unit members. If the shift cannot be covered, the full-time dispatcher will be required to work on the observed holiday.

G. A fill-in list will be utilized to fill the shifts of the full-time dispatcher in the event of an absence, i.e. sickness or vacation. Employees who sign up on the fill-in list will be considered on a seniority rotation basis and the employee's availability. The procedures to be utilized for the creation and use of the aforementioned fill-in list are attached hereto as "Exhibit A" and same is made a part hereof by reference.

H. The employee will be entitled to vacation after one (1) year of employment according to the following schedule (current contract):

1-4 years	2 weeks	80 hours
5-10 years	3 weeks	120 hours
11-19 years	4 weeks	160 hours
20 years and over	5 weeks	200 hours

I. The employee will receive sick leave in accordance with the State Law and Township Policy.

J. The remaining terms and conditions of the employment of the employee will be governed by the applicable collective bargaining agreement.

II. The position of full-time dispatcher will be promptly posted for bids once approved by the Trustees. The person who is most qualified for the position from inside or outside the Township will be awarded the position. If applicants are determined to be equally qualified, preference will be given to the employee who is currently employed by the Township.

DISPATCHER CALL PROCEDURES AND LIST

In the event a dispatcher calls off or fails to show for a shift, the following procedure is to be used:

1. Utilize the dispatcher's availability sheets in the fill in book; compile a list of individuals to call.
2. On the call list, show who is available for the shift to be filled.
3. Starting at the top of the list, call or page the first available individual for the shift. If no answer, wait 15 minutes and call or page that individual a second time. If no answer after another 15 minutes, move to the next available individual and repeat the process. If an individual is contacted and indicates that they have to check and get back to you with an answer, they have 15 minutes from the time of the request to see if they can work to return their call to you before you move to the next available person.
4. Write in the appropriate answer. R-Refused, Accept Shift-A, Unable to Contact-U.C., or No Contact-N.C.
5. The list will start with the most senior dispatcher. The list will rotate with the acceptance or refusal of a shift. That individual will then drop to the bottom of the list. Unable to contact or no contact, that individual will remain in the same position on the list.
6. If no one is found to fill the shift, the on duty dispatcher is mandated over to fill the vacant shift.

“EXHIBIT A”

ADDENDUM 2

(FILL-IN PROCEDURE)

1. Long distance calls to individuals for the purpose of filling a shift should be kept to a minimum amount of time.
2. Availability sheets will be used to determine the availability of personnel. Assuming that a person is working his/her regular job on the date in question and that he/she will not want to work any part of the shift, is not fair and will not be tolerated.
3. When running the fill-in list, individuals should be paged once, and phoned once after fifteen (15) minutes. If an individual calls back, and states they need time to make other arrangements or they have to talk it over with a spouse, they have fifteen (15) minutes from the time they call you. If there is no response within the fifteen (15) minutes, proceed to the next person. If Saybrook is on a call, and the individual on the list is on the call, stop running the list until the end of call.
4. Any time accepted or refused results in moving to the bottom of the list, even if its only a part of a shift.
5. If person is unavailable or working their full time job, they remain in the same position on the list.
6. Accepting shifts, and then giving them to someone else will be not tolerated. Anyone guilty of this on two (2) occasions in any thirty (30) day continuous period will be removed from the list for thirty (30) days.

ADDENDUM 3

(TUITION REIMBURSEMENT FORM)

I, _____ REQUEST TO ENROLL IN THE COURSE, CLASS OR TRAINING SESSION ENTITLED _____ TO BE TAKEN AT _____ LOCATION. I UNDERSTAND THAT APPROVAL OF THE TOWNSHIP IS REQUIRED BEFORE I AM ELIGIBLE TO RECEIVE REIMBURSEMENT FOR THE COST FOR SAME. I FURTHER UNDERSTAND THAT IF I ELECT TO TAKE THIS CLASS OR TRAINING OUTSIDE OF ASHTABULA COUNTY, WHEN SUCH CLASS IS AVAILABLE IN ASHTABULA COUNTY, I WILL ONLY BE REIMBURSED FOR THE COST FOR THE CLASS OR TRAINING THAT IS OFFERED IN ASHTABULA COUNTY.

THE COURSE THAT I AM REQUESTING REIMBURSEMENT FOR INVOLVES THE FOLLOWING:

STARTING DATE: _____ TO _____
COST OF THE COURSE IS \$ _____
COST OF THE REQUIRED TEXT/WORKBOOK IS \$ _____
COST OF ADDITIONAL ASSOCIATED FEES IS \$ _____
TOTAL COST FOR THE REIMBURSEMENT I AM REQUESTING \$ _____

ATTACHED HERETO ARE INVOICES, STATEMENTS OR WRITTEN EVIDENCE OF THE COST FOR THE CLASSES AND/OR TRAINING THAT I AM REQUESTING REIMBURSEMENT FOR. I UNDERSTAND, THAT EXCEPT IN EXTRAORDINARY CIRCUMSTANCES, THE COST TO BE PAID TO THE ENTITY PROVIDING THE SERVICE WILL BE PAID DIRECTLY TO THAT ENTITY. I HEREBY AGREE TO PROVIDE THE TOWNSHIP WITH PROOF OF ATTENDANCE AND/OR CERTIFICATION OF COMPLETION OF THE CLASSES AND/OR TRAINING AS SOON AS POSSIBLE AFTER THE COMPLETION OF SAME.

(PLEASE FILL THIS OUT IF YOUR REQUEST IS MORE THAN \$300.00). I FURTHER UNDERSTAND THAT REQUEST FOR REIMBURSEMENT IS CONTINGENT UPON MY REMAINING IN GOOD STANDING AND SUBSTANTIALLY MAINTAINING MY PREVIOUS LEVEL OF PARTICIPATION WITH SAYBROOK TOWNSHIP FIRE DEPARTMENT FOR TWO (2) YEARS AFTER SUCCESSFUL COMPLETION OF COURSE OR TRAINING. SHOULD MY EMPLOYMENT BE TERMINATED BY MYSELF OR SAYBROOK TOWNSHIP OR SHOULD I BE UNABLE TO MAINTAIN MY PREVIOUS LEVEL OF PARTICIPATION FOR THE AFOREMENTIONED TWO (2) YEAR PERIOD, I AGREE TO REPAY SAYBROOK TOWNSHIP THE EXPENSES PAID BY THE TOWNSHIP AS FOLLOWS: LESS THAN ONE YEAR OF EMPLOYMENT, ONE HUNDRED PERCENT (100%); MORE THAN ONE YEAR BUT LESS THAN TWO YEARS, FIFTY PERCENT (50%).

EMPLOYEE AGREES THAT SAID REIMBURSEMENT SHALL BE MADE WITHIN NINETY (90) DAYS OF EMPLOYEE'S TERMINATION OR TOWNSHIP'S NOTICE TO EMPLOYEE OF HIS/HER FAILURE TO MAINTAIN PREVIOUS LEVEL OF PARTICIPATION WITH THE TOWNSHIP.

APPROVED:

EMPLOYEE: _____ DATE: _____

FIRE CHIEF: _____ DATE: _____

AS NOTARY PUBLIC IN THE STATE OF OHIO, I HAVE WITNESSED THE ABOVE TWO (2) SIGNATURES.

NOTARY PUBLIC: _____ DATE: _____

APPROVAL OF SAYBROOK TOWNSHIP TRUSTEES: RESOLUTION # _____

CHAIRPERSON: _____

TRUSTEE: _____

TRUSTEE: _____