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K# 31149 **Collective Bargaining Agreement**

**Between**

**HOWLAND TOWNSHIP FIRE DEPARTMENT  
IAFF LOCAL 2786**

**And**

**HOWLAND TOWNSHIP TRUSTEES**

**Term of Agreement**

**July 1, 2014 – June 30, 2017**

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## **HOWLAND TOWNSHIP FIRE DEPARTMENT**

**PREAMBLE:** This is a collective bargaining agreement between Howland Township, Trumbull County, Ohio (hereinafter referred to as Township), and Local 2786, International Association of Firefighters, AFL-CIO (hereinafter referred to as Union). By executing this Agreement, it is the intent and purpose of the parties to promote harmonious relations between them, establish fair and reasonable procedures for the disposition of grievances, and set forth their agreement worth respect to wages, hours, and other terms and conditions of employment.

### **ARTICLE 1 – Recognition:**

The Township recognizes the Union as the sole and exclusive collective bargaining agent for the members of the bargaining unit of the Union with respect to wages, hours, and other terms and conditions of employment. The bargaining unit of the Union consists of all full-time employees of the Howland Township Fire Department exclusive of the Fire Chief, Administrative Assistant(s), Assistant Fire Chief(s) and probationary employees. Any reference in this Agreement to “employee” or “employees” shall be construed as referring to a “member” or “members” of the bargaining unit. Any reference to “male” or “female” shall be construed to mean either gender.

**ARTICLE 2 – Union Membership Meetings and Security:**

- A. Employees of the Howland Township Fire Department have the right to join, or not to join, the Union and neither the Township nor the Union shall discriminate against an employee for exercising such rights. The Union acknowledges that it is required to represent all employees fairly and equally with respect to all matters covered by the Agreement.
  
- B. The Union has the right to select representatives from the bargaining unit to serve as officers, business agents and members of committees, and such representatives are authorized by the Union and recognized by the Township to represent the Union in matters covered by this Agreement. The names of such representatives will be given to the Township in writing.
  
- C. A Union meeting in a Township building will be held at least once each month, will be of reasonable duration, and will be conducted so as not to interrupt the usual services and duties of the employees. Time and place of meetings shall be approved by the Fire Chief or his designated representative.
  
- D. The Township agrees that the appropriate Union Representatives shall be granted reasonable time during duty hours to conduct Union business involving grievances, disciplinary action, negotiations, arbitration, and meeting with the Township. Such activities shall be conducted so as not to unreasonably interrupt the usual services and duties of the employees.

**ARTICLE 3 – Union and Township Meetings:**

- A. The Township agrees to give the Union notice and the opportunity to discuss and provide input with respect to any additions or amendments to the Township Policy Manual or Fire Department Regulations, which includes the SOP/SOG Manual. However, the Township, either through the Trustees, Administrator or Chief of Fire, has the sole and exclusive right to make reasonable additions or amendments which involve management rights per O.R.C 4117.08 and which do not conflict with the provisions of this Agreement.
  
- B. Before implementation of changes, which directly affect conditions of employment, management will give notice and conduct appropriate bargaining. The Union reserves the right to grieve the reasonableness of any changes to work rules and regulations.

#### **ARTICLE 4 – Disciplinary Procedures:**

This procedure shall apply to all non-probationary employees covered by this Agreement.

- A. The Township will not suspend an employee without pay, discharge an employee or implement a disciplinary reduction in pay or position or otherwise discipline without just cause. If disciplinary action is to be taken against a person, notice of such action must be given within seventy-two (72) hours of the time and date of the occurrence.
- B. An employee shall, on his/her request, have the right to be represented by his/her steward or another appropriate Union officer when disciplinary penalties are imposed. Further, an employee, on request, shall have the right to be represented by a steward or another appropriate Union officer at an investigatory interview if the employee has a reasonable basis for believing that the interview may lead to suspension without pay or discharge.
- C. Copies of written disciplinary actions shall be furnished to the Union President or their designee within twenty-four (24) hours of their request. Copies may be furnished electronically or hard copies.
- D. The right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede the right which otherwise would exist to pursue disciplinary matters through court procedures.
- E. The Township agrees to practice progressive corrective discipline which shall include four (4) steps of progression from oral reprimand, written reprimand, time off, to termination, except the Township may accelerate for serious offenses.

- F. Disciplinary action cannot be taken against an employee by the employer solely due to an ongoing investigation by any work related outside organization until after the outside organization's judgment has been rendered and found to be against the employee.
  
- G. An employee may be placed on paid or unpaid Administrative Leave when the Township determines an employee: is charged or under investigation for an action which would adversely affect the employee's ability to perform their job function for the Township.
  
- H. A one (1) day suspension shall be defined as eight (8) hours of time off without pay. A two (2) day suspension shall be defined as sixteen (16) hours of time off without pay. A three (3) day suspension shall be defined as twenty-four (24) hours of time off without pay. Suspensions shall be served as an 8, 16 or 24 hour block and scheduled by the Fire Chief.

## **ARTICLE 5 – Grievance Procedure:**

A grievance is a dispute or difference between the Township and/or an employee and/or the Union concerning the interpretation and/or application and/or compliance with any provisions of this Agreement, the Township Policy Manual, Fire Department Regulations which includes the SOP/SOG Manual or disciplinary action including discharge procedures under O.R.C. 505.38. An employee and a management representative will make a reasonable effort to resolve potential grievances by informal discussion, and such discussion shall not be considered a condition precedent to disciplinary action by the Township or the filing of a grievance by the employee. All issues including but not limited to discharge may be arbitrated. In the event that the employee desires to file a grievance, the following procedure shall be followed:

**Step 1:** Within seven (7) days of occurrence or the discovery of the occurrence of the event upon which the grievance is grounded, the aggrieved employee (and the Union, if requested by the employee) shall present the grievance setting forth the alleged facts involved, in writing, to the Fire Chief (or the Assistant Chief(s) in the absence of the Fire Chief) who shall answer the grievance in writing within seven (7) days of physically receiving it.

**Step 2:** If the grievance is not adjusted in Step 1, the employee (and the Union, if requested by the employee) may appeal the grievance to the Township Trustees and/or the Administrator in writing within fourteen (14) days of receipt in writing of the answer of the Fire Chief or Assistant Fire Chief(s) under Step 1. The Township Trustees and/or the Administrator shall conduct a hearing on the grievance and answer it in writing within thirty (30) days of physically receiving it.

**Step 3:** If the decision of the Board of Trustees and/or the Administrator is not acceptable to the aggrieved employee, the aggrieved employee shall notify the Board of Trustees of their decision to seek arbitration, which shall be binding upon the parties; such notice to be given in writing within ten (10) days of the employee's receipt of the Trustees decision. Within fifteen

(15) days following such notification, the parties shall initiate the procedure with the Federal Mediation Service or other mutually agreed upon third party for the selection of an arbitrator and the conduct of arbitration according to its rules. Any question of arbitrability shall be determined by the arbitrator. Costs of the arbitration will be borne equally by the parties to the arbitration, except that each party shall be solely responsible to pay the expenses of its witnesses or the cost of the transcript if it appeals the arbitration decision to a Court.

The Union shall have the opportunity to be present at the adjustment of a grievance and the right to intervene if the adjustment is not consistent with the terms of the Agreement.

At any step of the grievance procedure, either party to this Agreement shall be permitted to call witnesses, to present material and relevant evidence and to be represented by legal counsel.

The limits set forth in this grievance procedure shall be binding upon either party unless extended by mutual agreement in writing.

## **ARTICLE 6 – Management’s Rights:**

Pursuant to the provision of O.R.C. 4117.05(C), the Township reserves the following rights:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of 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. Take action to carry out the mission of the public employer as a governmental unit.

## **ARTICLE 7 – Seniority:**

- A. Seniority of all full-time Fire Department employees shall be determined and computed from the date of their first actual working day for the Township. If there are two (2) or more employees with equal seniority, then they shall be listed alphabetically by last name and the first name or names on the list shall have the most seniority. Seniority of Officers shall be by date of appointment to position. If there are two (2) or more employees with the same appointment date, then seniority shall be by placement on the promotional list.
- B. In the event the Township finds it necessary to lay off employees due to lack of funds, lack of work or other reasons related to the proper management and provision of Township services, the newest employee(s) based upon seniority only, shall be laid off first. If there are two (2) or more employees with equal seniority, then they shall be listed alphabetically by surname and the last name or names on the list shall be the first laid off.
- C. If the Township re-establishes a bargaining unit position or fills a vacancy in a bargaining unit in the Fire Department within three (3) years of an abolishment of a bargaining unit position or layoffs, the oldest employee(s) on the basis of seniority only, shall be the first recalled to the bargaining unit position(s) with full seniority rights to the date of their last hiring by the Township.
- D. layoffs shall be either temporary or indefinite. A temporary layoff is a layoff for a specified period of time of thirty (30) calendar days or less. Any other layoff is indefinite. If an employee is on indefinite layoff, they must report for work within two (2) weeks [14 days] of receiving notice of recall by written, personal or telephone communication.
- E. The probationary period provided for in Article 11 does not apply to recall as provided in this Article.

**ARTICLE 8 – Residency:**

- A. An employee of the Fire Department (except a probationary employee) on the effective date of this Agreement must reside within the geographical limits of Trumbull County, Ohio or any adjacent counties and remain such a resident as a condition to their continued employment by the Township.
  
- B. All persons hired after April 1, 2004 shall be given 18 months from their date of hire to meet the residency requirements and shall remain such a resident as condition to their continued employment.

## **ARTICLE 9 – Work Period and Work Schedule:**

All employees shall work the scheduled hours and work schedule assigned to them by the Fire Chief. Such hours and schedules shall be in conformance with the Federal Fair Labor Standards Act and the Collective Bargaining Agreement.

- A. During the term of the Agreement, the work period for the purpose of determining overtime under federal law shall be nineteen (19) consecutive calendar days with a maximum of one hundred forty-four (144) hours of duty during such period subject to amendment by the U.S. Department of Labor.
- B. An employee assigned to a twenty-four (24) hour shift shall be on a tour of duty for twenty-four (24) consecutive hours after which they shall be off duty for forty-eight (48) consecutive hours.
- C. An employee assigned to a forty (40) hour week shall be on tour of duty for eight (8) or ten (10) consecutive hours after which they shall be off duty for sixteen (16) or fourteen (14) consecutive hours, dependent upon the shift.
- D. During the term of this Agreement, the schedule will be reduced to a fifty-one point four (51.4) hour week average, by giving the employee four (4) additional reduction days per year.
- E. The Employer agrees that the scheduled Captain or Lieutenant assigned to Station 30 and who are required to report for duty at 6:45 A.M., will be entitled to one fourth (1/4) hour of pay at the 2,672.8 rate.

- F. The Township and the Bargaining Unit will review the maximum number of consecutive hours an employee may work and the minimum time off between shifts. A policy or understanding will be developed.

**ARTICLE 10 – Overtime:**

- A. The Township shall compensate for overtime in accordance with the applicable provisions of the Fair Labor Standards Act of 1938 as amended in 1985 (hereinafter referred to as FLSA) and any subsequent amendments. Prior to an employee accumulating four-hundred eight (480) hours of “compensatory time” as provided in the FLSA, the employee has the exclusive option to elect to be paid overtime either by receiving “compensatory time” or payment in cash as the rate of time and one half (1-1/2). When the employer elects to fill a vacancy on a shift with a bargaining unit employee, the payment will be in cash at one and one-half (1-1/2) times the hourly rate of pay or compensatory time.

When the fill in is the result of an employee on injury on duty, such time shall be choice of compensatory time or cash at time and one half (1-1/2).

- B. Overtime shall be defined as those hours worked in excess of one hundred forty-four (144) hours, including vacation time taken, during a nineteen (19) day period or forty (40) hours per week for employees on a forty (40) hour schedule. Overtime hours shall be compensated at a rate determined by dividing the employee’s annual base rate by 2762.8 hours and shall be paid for at the rate of time and one-half (1-1/2) times the rate so determined for the individual in accord with the FLSA.
- C. Training, meetings or investigations shall not be considered a tour of duty unless approved by the Fire Chief and shall be compensated to the extent of the actual time involved.
- D. Call back by pager or the officer-in-charge shall be recognized as a tour of duty if the response time of the employees is reasonable. The officer-in-charge shall decide if the response time is reasonable taking into account extraordinary circumstances affecting the employee’s response. An employee for such call back shall be

credited with a minimum of one (1) hour of duty and for any portion of an hour worked after the first hour; the employee will be credited to the next half hour. Overtime will be paid at one and one-half (1-1/2) in compensatory time or cash for all call backs.

- E. An employee, who takes necessary action at the scene of an emergency in the Township prior to the arrival of response personnel, will be compensated for the time spent rendering his/her professional care at the above rates.
- F. Compensation as a result of the employee working past their scheduled tour of duty shall be paid one and one-half (1-1/2) times the hourly rate of pay or compensatory time.
- G. The Township will pay up to a maximum of twenty-four (24) hours of training time per employee, at the employees training time hourly rate of pay or compensatory time at the training rate, annually for the attendance of training classes approved by the Fire Chief, when attendance is off duty.

Training time hourly rate shall be the employee's straight time hourly rate.

- H. For attendance at; training, public education events and officers meetings, the employee shall be compensated with compensatory time at the FLSA rate.

**ARTICLE 11 – Probationary Period:**

A person newly hired for employment in the Fire Department shall serve a probationary period of one year during which time they serve at the pleasure of the Township. They may be terminated at any time during their probationary period and have no appeal rights.

When an employee is unable to perform the duties of the position which they were hired to perform, upon their return to functioning within their position, their probationary status shall be extended by the amount of time the employee was unable to function so that the employee shall service on full year of probationary employment.

A probationary employee shall earn one Reduction Day per quarter.

**ARTICLE 12 – Strike or Lockout Prohibited:**

The Union acknowledges that the employees are barred from striking under the provisions of O.R.C. Chapter 4117, and in the event of an impasse in the collective bargaining process, the parties acknowledge that they may mutually agree to an alternative dispute settlement or shall be subject to conciliation under O.R.C. 4117.14 as a final settlement procedure. The Township acknowledges that a “lockout” is prohibited by O.R.C. 4117.11 (A) (7).

**ARTICLE 13 – Conflict with Law:**

If any provision, condition or term of this Agreement is in conflict at any time with any Federal or Ohio statutes or regulations, or any Federal or Ohio court decision, the particular provision, condition or term of this Agreement shall be null and void to the extent that a conflict exists, and both parties are relieved of compliance or performance to such extent. However, the remaining provisions, conditions or terms of this Agreement shall remain in full force and effect. The parties shall mutually agree to review the conflicting provision, condition or term to determine if the conflict can be resolved to the mutual satisfaction of the parties.

**ARTICLE 14 – Severance Pay:**

After fifteen (15) years of continuous service with the Township and upon retirement from Township employment for any reason, or upon approved disability retirement after ten (10) years due to a work related injury, an employee will receive a cash payment for all accrued sick leave hours pursuant to the following:

- A. Shall be compensated at a rate of six dollars (\$6.00) for every accrued hour of sick leave.
- B. Payment for sick leave on this basis shall eliminate all accrued sick leave hours.
- C. The Township also agrees to pay the employee for all unused vacation and compensatory time upon termination of employment.
- D. The Township will provide a life insurance policy as set forth in Article 19-Life and Health Insurance

**ARTICLE 15 – Sick Leave:**

During the term of this Agreement, the Township shall maintain the following levels of sick leave benefits:

- A. Each employee shall be entitled to sick leave of four and six-tenths (4.6) hours with pay for each eighty (80) hours of scheduled work.

Sick Leave shall not accumulate for any unpaid leave of absence or IOD beyond six (6) months.

- B. Employees may earn up to one hundred sixty-eight (168) hours of sick leave per year.
- C. Employees may transfer sick leave following the Township Policy; Voluntary Donation of Hours.
- D. Employees utilizing four (4) occurrences in the use of sick leave during a calendar year period which begins January 1<sup>st</sup> and ends December 31<sup>st</sup> shall be required to meet with the Fire Chief for a counseling session to review the employee's use of sick leave. Upon the fifth occurrence within the twelve (12) month period, the employee may be subject to discipline as per Township policy.
- E. An occurrence shall be defined as the use of sick leave. For clarification, should an employee using sick leave for multiple concurrent days would be considered as a single occurrence. An employee who takes a shift off on sick leave, returns to work for one shift and then utilized sick leave for the following shift would have two (2) occurrences. An employee utilizing sick leave with a physician's excuse would not be charged with an occurrence.

**ARTICLE 16 – Officer-in-Charge:**

In the absence of a twenty-four hour shift Captain, the senior Lieutenant shall receive the Captain's hourly rate.

In the absence of a twenty-four hour shift Officer, when two stations are manned, the senior employee on duty, who is on the promotional list shall receive Lieutenants hourly pay rate. If no one from the promotional list is on duty, then the senior firefighter on duty shall be the Officer-in-Charge (OIC) even if assigned from another shift, and shall receive the Lieutenants hourly rate of pay. Should only one station be manned no OIC pay or position will be available.

Probationary employees shall not be eligible to perform as an OIC.

Seniority shall be determined in compliance with Article 7.

## **ARTICLE 17 – Personnel Files:**

### **Section 1 – Inspection:**

Any bargaining unit member shall have the right to inspect his/her personnel file upon request during normal business hours, Monday through Friday (except Holidays) in the presence of a management official. Said member has the right to provide a written authorization for his/her bargaining agent to act for the member in requesting access to the personnel file and in reviewing said file in the presence of a management official. Anyone inspecting a member's file shall sign on the jacket of said file indicating he/she has reviewed the file. The employee shall have the right to prepare and enter into the file a response to material in such file.

### **Section 2 – Amount of Personnel Files and Documents:**

There shall be only one (1) official personnel file for each employee which shall be maintained in the Township office. A copy of all documents relating to conduct, discipline or work performance shall be given to the employee at the time of its placement.

### **Section 3:**

Any member or representative granted permission in writing by a member may obtain a copy of material contained in his/her file provided such request is not unreasonably burdensome.

### **Section 4:**

In a case in which a written reprimand, suspension or dismissal is mutually disaffirmed or otherwise rendered invalid (section 5 shall not cause the removal of disciplinary records), the written reprimand, suspension or dismissal will be removed from said files.

### **Section 5 – Disciplinary Records:**

Records of disciplinary action against an employee for the violation of rules will not be used by the employer in any arbitration proceeding where such action occurred twenty-four (24) months prior to the date of the event which is the subject of such proceeding.

Section 6:

Once an employee has performed work in a twenty-four (24) consecutive month period without receiving disciplinary action for violation of work rules, job performance, etc., a prior disciplinary action for violation of work rules, job performance, etc., will not be used or considered for future progressive disciplinary suspensions.

For written reprimands, once the employee has performed work in a twelve (12) consecutive month period without receiving disciplinary action for violation of work rules, job performance, etc., a prior written reprimand will not be used for future progressive discipline.

Section 7:

A Labor/Management Committee will meet to discuss record keeping and electronic data collection. Reasonable attempts will be made to reach consensus on record keeping as it pertains to personnel files and data collection.

## **ARTICLE 18 – Leave for Death in Family:**

- A. When Management is notified of the death of an immediate family member as defined herein, the employee will be entitled up to twenty-four (24) hours' time off with pay from their regularly scheduled turn(s). Forty-hour employees shall be entitled to forty (40) hours off with pay from their regular scheduled turns.

Any additional time off required shall be deducted from the employee's accumulated sick leave and shall be approved by management and shall not be unreasonable denied, provided the employee attends the funeral and submits substantiation of attendance from the funeral home plus a copy of the obituary. Sick leave charged to the employee under this Article shall not affect their eligibility for an incentive day off under Article 29.

- B. "Immediate family member" includes parent, spouse, brother, sister, child, step-child, grandparent, grandchild, father-in-law or mother-in-law, brother-in-law or sister-in-law. For other family members, as defined below, twenty four hour employees will be entitled to twenty-four (24) hours off with pay from their regularly scheduled turn. Forty-hour employees will be entitled to three (3) turns off.

Other family members include the following:

1. Spouse's grandparents, aunts and uncles
  2. Employee's aunts and uncles
- C. Employees may use sick leave for the attendance at any funeral, provided they submit documentation of attendance from the funeral home or a copy of the obituary.

## **ARTICLE 19 – Life and Health Insurance:**

### **Section 1:**

The Township at its expense, agrees to provide the following insurance benefits to each qualifying employee during the term of this Agreement.

- A. Life insurance policy in the face amount of twenty-five thousand dollars (\$25,000.00)
- B. Effective April 1, 2001, a life insurance policy in the face amount of five thousand dollars (\$5,000.00) life insurance for employees who retire under the PFPF Pension System.
- C. A plan for hospitalization, surgery, major medical, drug prescriptions and dental care, whether through insurance coverage or a health maintenance program. The Union shall provide members to serve on a Township Insurance Committee to review any changes to the coverage(s).
- D. For health insurance, the Township reserves the right to change the insurance carrier or health maintenance program during the term of this Agreement for economic and/or administrative reasons; however, the level of coverage shall remain at least equal.

### **Section 2:**

The Township is not obligated at its expense to provide life and health insurance benefits for an employee if they are not on “active pay status” or personal leave as set forth in Series 3007.06, 3007.07, 3011 and 3011.01 of the Township Policy Manual. “Active pay status” as referred to in this sub-paragraph shall not entitle the employees to benefits under any other Articles and/or provisions of this Agreement.

Section 3:

A Health Care Cost Containment Committee will be established to review, evaluate and provide input for the health insurance coverage and the financial costs for such coverage. The IAFF will be represented by its two (2) directors on such committee.

Section 4:

Employees may purchase additional insurance at their expense, if it is available at no additional cost to the Township.

Section 5:

Members of the bargaining units will pay an amount of twenty dollars (\$20.00) per pay for family coverage and ten dollars (\$10.00) per pay for single coverage from July 1, 2014 through June 30, 2015. The parties agree that Section 3 may be re-opened in June 2015.

Members of the bargaining unit will not pay higher premiums for healthcare coverage than any other member of the Howland Township health plan.

**ARTICLE 20 – Holidays:**

- A. The Township recognizes the following days as “legal holidays” and if any day designated falls on a Sunday, the next succeeding day is a legal holiday.
  - 1. The first day in January, known as New Year’s Day.
  - 2. The third Monday in January, known as Martin Luther King Day.
  - 3. The third Monday in February, known as Washington-Lincoln Day.
  - 4. The last Monday in May, known as Decoration or Memorial Day.
  - 5. The Fourth of July, known as Independence Day.
  - 6. The first Monday in September, known as Labor Day.
  - 7. The second Monday in October, known as Columbus Day.
  - 8. The eleventh day in November, known as Veteran’s Day.
  - 9. The fourth Thursday in November, known as Thanksgiving Day.
  - 10. The twenty-fifth day in December, known as Christmas Day.
  
- B. An employee eligible to receive holiday pay will receive eight (8) hours pay for each holiday at the 2,080 calculation if:
  - 1. They were a full-time employee of the Township at least six (6) months prior to the month in which the holiday occurs.
  
  - 2. Employees using sick leave on the day before, the day of , or the day after a holiday shall not be eligible to receive holiday pay without providing a doctors excuse for the use of sick leave.
  
- C. If an employee is on Workers’ Compensation or military time, they will receive holiday pay for a period not to exceed one (1) year.

D. Each employee shall receive one (1) shift of holiday leave for each year of this agreement. Twenty-four hour employees shall receive on twenty-four (24) hour shift, 10 hour shift employees shall receive one ten (10) shift and eight hour employees shall receive one eight (8) hour shift.

E. An employee called out to fill a scheduled shift on a Holiday will receive double time at the 2,672.8 rate or compensatory time at double time at the employee's choice.

F. Each employee shall receive thirty-two (32) additional hours of holiday pay at the 2,080 hour rate and it shall be paid in four (4) eight (8) hour payments in April, May, August and September.

\*Pay period ending 3/31 – April

\*Pay period ending 4/30 – May

\*Pay period ending 7/31 – August

\*Pay period ending 8/31 – September

G. A twenty-four hour shift employee working the holiday, beginning with the 7 a.m. shift will receive an additional eight (8) hours of holiday pay at the 2,080 hour rate of pay.

H. A forty hour week employee working the holiday will receive four (4) hours of holiday pay at the 2,080 hour rate of pay.

I. A forty hour employee shall receive the following holidays off with eight (8) hours of additional pay on the Township's designated day:

\* New Year's Day

\* Thanksgiving Day

\* Christmas Day

**ARTICLE 21 – Death Benefits:**

- A. Upon the death of a bargaining unit member, compensation at the rate of said employee's hourly rate, at the time of death, shall be paid to the employee's spouse, children, and/or estate for all accrued vacation and/or compensatory time for the year in which the employee dies.
  
- B. An employee who dies having ten (10) years of continuous service will be eligible for benefits in accordance with Article 14.

**ARTICLE 22 – Vacations:**

- A. Vacation allotment shall be as follows:
1. At least one (1) year but less than five (5) year of continuous service with Howland Township:
    - a. Forty hour week employee shall receive two (2) weeks of vacation with pay.
    - b. Twenty-four hour shift employees shall receive five (5) work days' vacation with pay.
  
  2. At least five (5) years but less than ten (10) years of continuous service with Howland Township:
    - a. Forty hour week employee shall receive three (3) weeks of vacation with pay.
    - b. Twenty-four hour shift employees shall receive eight (8) work days' vacation with pay
  
  3. At least ten (10) years but less than fifteen (15) years of continuous service with Howland Township:
    - a. Forty hour week employee shall receive four (4) weeks of vacation with pay.
    - b. Twenty-four hour shift employees shall receive ten (10) work days' vacation with pay
  
  4. At least fifteen (15) years but less than twenty (20) years of continuous service with Howland Township:
    - a. Forty hour week employee shall receive five (5) weeks of vacation with pay.



**ARTICLE 23 – Union Dues:**

- A. The Township Fiscal Officer shall deduct the periodic dues, initiation fee and assessments of members of the Union upon presentation of a written deduction authorization by such members.
  
- B. The Township agrees, as a condition of employment of Fire Department employees who are in the bargaining unit but are not members of the Union, that such employees shall pay a periodic fair share fee to be determined by the Union, but not to exceed dues paid by members of the Union in the same bargaining unit; such fair share fee payments to be effective with the date of this Agreement. The Township agrees to deduct such fair share fees and pay them to the Union pursuant to O.R.C. 4117.09(C).
  
- C. A billing procedure will be established by the joint efforts of the Township Fiscal Officer and the Union. The Township Fiscal Officer shall clarify information on the pay stubs of the employees by appropriate symbols or abbreviations to indicate overtime hours paid, vacation pay and the various standard deductions.

## **ARTICLE 24 – Promotion & Posting of Positions:**

For promotion to a bargaining unit position, the Fire Chief, in addition to any other reasonable and relevant factors having a bearing upon an employee's qualifications, must take into account the employee's seniority, training and/or education, physical ability to perform the duties of the position and past duty performance.

Position of inspector shall be posted and may be bid for by qualified members of the bargaining unit.

Management shall select the best qualified candidate for the position to be filled using the promotional policy using the following:

1. Work history and performance.
2. Minimum of five (5) years as a full-time employee of the Fire Department to test for Lieutenant. Minimum of two (2) years as Lieutenant to test for Captain.
3. Job related education.
4. Competitive testing process (minimum of two qualified or opens to additional members in rank, then opens to additional members).
5. An appeals process will be made available with the testing process.

Promotional list shall remain valid for two (2) years from date of posting.

Testing will be held only when position(s) become available. Testing will not be held solely for the purpose of creating or maintaining a list. A list of study materials will be posted within ninety (90) days of a vacancy occurring. The department will conduct testing unless a valid promotion list for the vacant position exists.

If internal candidates lack the certifications required for the position or if there are no internal applicants for the position, the position may be filled from the outside.

Non-probationary employees selected for new positions will service a probationary period of one-hundred twenty (120) days. During probationary period, the employee may be re-assigned to their former position if performance is unsatisfactory. The employee may at his/her option within the one-hundred twenty (120) day probationary period return to their former position.

**ARTICLE 25 – Pensions:**

- A. The Employer shall continue and remain in force and affect the pension and disability program through the Police and Firemen’s Pension Fund.
  
- B. The Employer agrees to pick up ten and three quarter percent (10.75%) of the employee contribution to the Police and Firemen’s Pension Fund through the “fringe benefit” method.
  
- C. Effective July 1, 2014, that portion of the Employee contribution to the Police and Firemen’s Pension Fund of Ohio, equal to ten and three quarter percent (10.75%) of the Employee’s earned compensation shall be picked up (assumed and paid) on behalf of the Employee and in lieu of payment by the Employee, by the Township. Any amount over ten and three quarter percent (10.75%) will be deducted from the employee wage. The Township shall, in reporting and making remittance to the Police and Firemen’s Pension Fund of Ohio, report that each Employee’s contribution has been made as provided by statute. For the purposes of computing the Employee’s earnings, or basis of his contribution to the Police and Firemen’s Pension Fund of Ohio, the amount paid by the Township on behalf of the Employee as a portion of his statutory obligation, is intended to be and shall be considered as having been paid by the Employee in fulfillment of his/her statutory obligation.

**ARTICLE 26 – Military Encampment Leave:**

All full-time employees shall be granted a leave of absence in compliance with the State for military encampment for any given year. Such leave will not be chargeable against sick leave, compensatory time or vacation time.

Except in cases of emergency leave; the employee is required to submit to the Fire Chief, an order or statement from the appropriate military commander as evidence of such duty, at the earliest possible convenience, but at least six (6) months prior to said leave. Should circumstances arise the six (6) month time period will not be possible, a letter from the Ohio National Guard explaining the circumstances will be accepted. At least two (2) weeks in advance of such leave, the actual orders shall be presented to the Fire Chief except for emergencies.

Employees on such leave shall be paid during such absence the difference between their regular straight time wages and their military pay for such period, as verified to the Fire Chief by military pay voucher.

Employees called to active duty shall be compensated in compliance with the Township policy.

## **ARTICLE 27 – Jury Duty and Witness Pay:**

### **Section 1 – Jury Duty:**

An employee called for jury duty shall be granted a leave of absence for the days on which he/she qualifies as a juror and compensated by the appropriate court as a juror. The Township will compensate the employee on such days for the difference between his/her jury duty compensation and his/her regular pay. To be eligible for such pay, an Employee must present verification of his/her call to jury and the amount received as compensation as verified to the Fire Chief by the appropriate court pay voucher.

No employee will be required to work any later than eight (8) hours before he/she has to report for jury duty. This entitles each employee a minimum eight (8) hour break between the completion of his/her work schedule and reporting for jury duty.

An employee reporting for jury duty who is excused and is scheduled for work shall report to work so long as he/she has eight (8) hours off between the completion of his/her turn and his/her next reporting time for jury duty.

The Fire Chief will be responsible to give the employee the scheduled turn off or relieve the employee from duty so that the employee has his/her eight (8) hour break when the employee is working.

### **Section 2 – Witness Pay:**

An employee who is subpoenaed, summoned or otherwise has to appear in court in a matter involving his/her duties as a Howland Township employee, shall be excused from work for the time necessary and he/she shall be paid his/her regular rate for all time lost from scheduled work less any payment he/she receives from the court. \*No employee shall receive pay under this provision if he/she testifies as a witness against the Township. No employee shall receive pay under this provision if he/she initiates the court action.

The Township agrees to compensate off-duty employees at one and one-half (1-1/2) times their hourly rate of pay or compensatory time at the employee's option for the actual time spent at court, provided the action is not employee initiated and it is related to their scope of duties as a Township employee.

Court appearance fees shall be used to reimburse the employee for costs associated with the appearance and shall be kept by the employee.

**ARTICLE 28 – Personal Days:**

- A. During the term of this Agreement, employees shall be allowed one (1) personal day annually.
- B. Time off by utilizing a personal day shall be approved by the Fire Chief.
- C. Twenty-four hour shift personnel shall receive one (1) shift and forty hour personnel will receive one (1) shift per each year of the Agreement.

**ARTICLE 29 – Incentive Day Off:**

In the event that an employee does not use sick leave, Workers' Compensation or a leave of absence during the quarter of April 1 thru June 30 shall be entitled to one quarter (1/4) shift off or a cash payment of one hundred twenty-five dollars (\$125.00), during the quarter of July 1 thru September 30 shall be entitled to one quarter (1/4) shift off or a cash payment of one hundred twenty-five dollars (\$125.00), during the quarter of October 1 thru December 31 shall be entitled to one quarter (1/4) shift off or a cash payment of one hundred twenty-five dollars (\$125.00), during the quarter of January 1 thru March 31 shall be entitled to one quarter (1/4) shift off or a cash payment of one hundred twenty-five dollars (\$125.00). The amount of time representing a day off is determined by the shift to which the employee was assigned during the calendar year during which the incentive day was earned. When eligible payment or time off shall be awarded with the pay of the 5<sup>th</sup> following the close of the quarter. Time off shall be awarded as incentive time and must be used by the calendar year succeeding the year awarded.

**ARTICLE 30 – Uniform Maintenance:**

An employee shall receive a uniform maintenance allowance of six-hundred thirty-five dollars (\$635.00) per year. This payment shall be November 1<sup>st</sup> for each year of the contract.

**ARTICLE 31 – Longevity Supplement:**

An employee shall be entitled to additional compensation for longevity after five (5) years of continuous service with Howland Township Fire Department from the date of his/her last hiring. Beginning with the sixth (6) year of his/her continuous service and cumulatively for each year of continuous service thereafter, he/she will receive an annual wage supplement of sixty dollars (\$60.00) pro-rated monthly.

Wage supplements for longevity shall become effective on April 1<sup>st</sup> of each calendar year.

Employees who attain six (6) years or more of continuous service during the calendar year shall receive the appropriate longevity increase beginning April 1<sup>st</sup> of that calendar year.

**ARTICLE 32 – Union Leave:**

The Township agrees to provide the President of the Union or his/her designee, up to two hundred eight-eight (288) hours off for the term of this Agreement with pay to attend Union sponsored local, state or international conferences, conventions and meetings. The Union shall give the Township reasonable advance notice of such meetings. The scheduled time off shall not create overtime cost to the Township. This leave may be taken in hourly increments.

### **ARTICLE 33 – Injury on Duty:**

Injury on duty leave (IOD) shall be granted to any employee certified by the Trustees as injured in the course and scope of his/her employment. Certification will not be unreasonable withheld by the Township. If, however, an employee files for TT or is working elsewhere during the time the employee claims to be disabled from his or her job, IOD benefits will immediately stop.

If, after a Bureau determination or the administrative appeals process, whichever stage finalized the process, it is found by the Bureau, the Industrial Commission or a court that the claim is not related to the employee's township job, the employee must reimburse the Township for all IOD used by any means available: any accrued time or regular pay deductions. The amount so used must be repaid within a twelve (12) month period.

If the Township does not certify a claim, the employee will be permitted to use his or her sick leave or vacation which shall be reimbursed if, after the Bureau determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission or a court that the claim was incurred in the scope of Township employment.

Any employee granted IOD will be required to apply for, attend and fully cooperate with the Workers' Compensation Rehabilitation Program.

The employee will seek an evaluation for light duty at the earliest time, but not later than fourteen (14) days after injury on duty. After every thirty (30) days of IOD, up to the first six (6) months/180 days, the Township may request that the employee undergo a medical review at the Township's expense. If the Township doctor and the employee's doctor do not agree on the status of returning to work on light duty, another doctor will be chosen for the purpose of making the decision. The doctor will be mutually agreed to between the Township and the Union. If, however, the Township and the Union cannot agree, then a alternating striking method from a list of specialists from the Trumbull County Medical Society, in the area of the

employee's disability will be used to determine a doctor. This medical review will be used to grant or deny a request for continue IOD. If the physician determined that the employee is unable to work in any status, IOD shall be continued. If the employee is able to work in a "light duty" status, the Township will provide work within the Fire Department, if available.

If the physician determined that the employee is able to return to work, the employee may return to work or apply to Workers' Compensation for TT. In no event will the Township continue to pay IOD or any other benefit after a doctor's determination that the employee is fit for work and the employee does not return to work.

Wages and all benefits for that off-duty on IOD will be continued to up to a maximum of six (6) months/180 days per occurrence in a twelve (12) month period from the date of injury if all requirements above are met. An occurrence shall not include an aggravation of a prior injury within the same year. After that period, an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for Township benefits, including sick or vacation accrual. If the claim for TT is certified/approved by the Township, the existing past practice of advancing Workers' Compensation amounts will be continued for up to an addition eight (8) months. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another three hundred sixty-five (365) days so long as that employee continues to provide the Township with doctors' reports stating that he or she is unable to return to work at least every three (3) months.

Employees on "Light Duty" shall not be eligible for OIC pay. Employees serving "Light Duty" in the Inspection Bureau shall not be eligible for Inspectors pay.

Employees on "Light Duty" shall receive the following Holidays off with pay:

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day

**ARTICLE 34 – Structured Wage Rate for New Employees:**

- A. All employees of the bargaining unit hired subsequent to April 1, 2004 shall be paid according to the following table which is based upon the appropriate pay rate:
  
- B. Employees with FFII (240) certification and State of Ohio EMT-Paramedic Certification will start at ninety percent (90%) of base rate and ninety percent (90%) Paramedic pay. Upon successful completion of probationary period shall move to one-hundred percent (100%) pay rate.
  
- C. Employees with FFII (240) certification and State of Ohio EMT-Basic Certification will start at eight percent (80%) of base rate pay. Upon successful completion of probationary period shall move to ninety percent (90%) pay rate. After twelve (12) additional months shall move to one-hundred percent (100%) of base rate.
  
- D. Employees with twelve (12) months or more continuous part-time fire department service with the Township and FFII (240) certification and State of Ohio EMT-Paramedic Certification may start at one-hundred percent (100%) of base rate and one-hundred percent (100%) Paramedic pay.

Any intervening wage increases or decrease during the term of this Agreement shall be reflected in this wage scale.

The Township reserves the right to set the beginning wages at a higher level based on consideration of the experience level and qualifications of new hires. However, beginning rate shall not exceed the full rate for that position.

**ARTICLE 35 – Wages:**

**Section 1:**

Firefighter Rate:

Hourly Rate: Seventeen dollars and eighty-five cents (\$17.85)

Lieutenant Rate:

Lieutenants shall receive a:

Ten percent (10%) spread between Firefighter Rate and Lieutenant Rate of pay.

Captain Rate:

Captains shall receive a:

Ten percent (10%) spread between Lieutenant Rate and Captain Rate of pay.

Paramedic Pay:

Paramedics shall receive fifteen hundred dollars (\$1,500.00), and to be paid in equal installments per pay.

**Section 2:**

The parties agree that the provisions of Article 35 – Wages, in the year effective July 1, 2014, may be re-opened at the Union’s request, in order to negotiate the terms and conditions of this Article.

The Union agrees to notify the Township consistent with the procedures as defined in O.R.C. Chapter 4117 of its intent to re-open this Article for the purpose of negotiations.

**ARTICLE 36 – Union and Part-time Employee Relations:**

- A. The Township agrees that all overtime created by a Union employee's position shall be filled with another Union employee according to overtime regulations established in Article 10. The Township agrees that part-time employees shall be laid off before requiring any Union member to be laid off, and that all union employees shall be returned to service before any part-time employee is returned to service.
  
- B. With regard to any extra details, which are not paid for by the Township, such work shall first be offered to full-time employees.
  
- C. When any education is offered by the Township, full-time employees normally have priority of participation over part-time employees.

**ARTICLE 37 – Policies and Procedures for a Drug Free Workplace:**

The Employer and the Union hereby agree that illegal drugs in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality, and undermine the public confidence in the work we perform as public servants. Therefore, the Employer and the bargaining unit will not tolerate the illegal use or illegal presence of drugs or alcohol in the workplace.

In addition, in an effort to protect the public health, safety and welfare, and to uphold public confidence in the work performed by the bargaining unit employees, the Employer and bargaining unit hereby agree that a Township DRUG FREE WORKPLACE POLICY covering drug and alcohol testing shall be part of Township Policy.

A committee will be established to review, evaluate and provide input for the Drug Free Workplace Policy. The Union will be represented by two (2) members on such committee.

## **ARTICLE 38 – Legal Representation:**

### **Section 1:**

The Township at its expense shall provide legal counsel for an employee who is a party to legal action either criminal or civil, for preliminary appearances and/or hearings as well as the trial stage of such legal action if the legal action arises from the employee's duties on behalf of the Township. The Township has the exclusive right to negotiate for and select such legal counsel. Beyond the trial stage, the Township will provide legal counsel for an employee at its expense for any further legal proceedings, provided the employee was acting properly within the scope of his employment.

### **Section 2:**

The Employer will indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee, while acting within a reasonable manner within the scope of the employee's duties and responsibilities.

**ARTICLE 39 – Maternity Leave:**

- A. An employee shall be entitled to a leave of absence for maternity purposes. Employee shall be afforded alternative and/or light-duty in accordance with the employee’s doctor’s instructions and restrictions.
  
- B. Application for such leave shall be made at least four (4) months prior to the anticipated delivery date, as indicated by the employee’s certified physician. Such application shall include the departure and return to work dates, and the duration of such leave shall not exceed six (6) month.
  
- C. For the duration of any such leave as outlined herein, affected employees may elect to utilize either:
  - 1. Their accrued but unused sick time; or
  - 2. Their accrued but unused vacation leave; or
  - 3. Leave of absence without pay.
  
- D. Employees may be granted an additional unpaid maternity leave of absence, not to exceed six (6) months, provided any such request is made to the Employer in writing at least fourteen (14) calendar days prior to the expiration of any maternity leave granted under the provisions of this Article.
  
- E. An employee returning to work from any maternity leave which may be granted under this Article shall present to the Employer a certificate from her physician stating that she is able to return to work.
  
- F. Employees returning to work after any such maternity leave shall be returned to their former positions provided the former position exists.

- G. Employees granted maternity leave under the terms of this Article who decide to return to work prior to the stated expiration date of any such leave shall give the Employer fourteen (14) days advance notice of their return to work.

## **ARTICLE 40 – Health and Wellness:**

In an effort to improve the health and wellness of employees:

- A. It shall be the responsibility of all employees to actively participate in the fitness and wellness program.
- B. The Township shall provide time for members to participate in wellness activities.
- C. All members shall be required to take an annual physical at the Townships' expense. The physical shall be based on the National Fire Protection Association (NFPA) Standard 1582 Chapter 7-2007 edition. A copy of the results shall be forwarded to the Fire Department Medical Director. The Medical Director shall maintain the physical files. The Township and Union will form a committee for modifications to the standard.
- D. The Fire Department Medical Director shall provide an annual fit for duty report to the Fire Chief.
  1. Should the Medical Director issue a "**NOT**" fit for duty report.
  2. The employee shall have the opportunity to verify the results with their family physician.
  3. Should the family physician and the Medical Director have a difference of opinion:
    - a. A third party physician shall be agreed upon by the Township and the employee or their representative.
    - b. Should the Township and the Union not reach an agreement, they shall use an alternate striking method to select a physician in the area of the employee's disability. The selection shall be from a list provided by the Trumbull County Medical Society.

During the process above, the employee will be afforded a temporary non-hazardous work assignment within the fire department, as approved by the Medical Director, for a period up to sixty (60) calendar days.

**ARTICLE 41 – Inspector:**

The position of Inspector shall be posted and may be bid for by qualified members of the bargaining unit.

A person shall be eligible for the inspector position if:

1. Assigned to the Fire Inspection Bureau in a forty (40) hour position
2. Certified as a State of Ohio Fire Safety Inspector

The Inspector shall be paid at the Lieutenant pay rate but shall receive no rank as the Inspector.

The Inspector shall receive the following Holidays off with pay and eight (8) hours of additional holiday pay on the Townships designated day:

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day

**ARTICLE 42 – Term of Agreement:**

This Agreement shall be effective for a period of Three (3) years beginning July 1, 2014 and terminating June 30, 2017.

**ARTICLE 43 – Successor Agreement:**

This Agreement shall binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in location, or place of business of either party hereto.

**ARTICLE 44 – Complete Agreement:**

The parties acknowledge that during the negotiations which preceded this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any issues relevant to their employer-employee relationship, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices between Howland Township and the Howland Township Fire Department employees, or their representatives, and expresses all obligations and restriction imposed on each of the respective parties during its term.

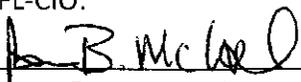
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this

23 Of July, 2014.

UNION:

Local 2786, International  
Association of Firefighters

AFL-CIO:

  
\_\_\_\_\_  
Representative

  
\_\_\_\_\_  
Representative

  
\_\_\_\_\_  
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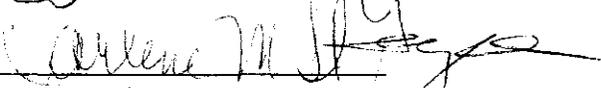
TOWNSHIP:

Howland Township:

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Administrator