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COLLECTIVE BARGAINING AGREEMENT BY AND  
BETWEEN

THE SCIOTO TOWNSHIP FIRE  
DEPARTMENT

AND

THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS LOCAL 4000

JANUARY 1, 2015 through DECEMBER 31, 2017

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# **ARTICLE 1 PREAMBLE**

## **Section 1.1**

This Agreement, entered into by the Trustees of the Township of Scioto, Pickaway County, Ohio, with the Fire Chief as their Agent, hereinafter referred to as the "**Employer**", and the International Association of Firefighters, Local 4000, hereinafter referred to as the "**Union**", has as its purpose the following; To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## **Section 1.2**

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

# **ARTICLE 2 RECOGNITION**

## **Section 2.1**

The Employer, for only so long as it remains a "public employer" (as that term is defined in Ohio Revised Code Section 4117.01(B)), recognizes the Union as the sole and exclusive representative for all Employees included in the collective bargaining agreement described in Section 2 for the purpose of collective bargaining in matters affecting wages, hours, and terms and conditions of employment.

## **Section 2.2**

There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full time-Employees employed in the Scioto Township Fire Department by the Employer in the classifications of all sworn, regular fulltime firefighters, Senior Firefighters, Lieutenants, and Captains, except Lieutenants and/or Captains designated as Acting Fire Chief. The Employer and the Union recognize that the classification of Lieutenant shall be eliminated during the term of the 2015-2017 collective bargaining agreement.

## **Section 2.3**

The classifications of Fire Chief, Assistant Fire Chief, Lieutenant and/or Captain designated as Acting Fire Chief and all other positions and classifications not specifically established above as being included in the bargaining unit shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal Employees, and Employees who do not meet the definition of a "public Employee" (as that term is defined in Ohio Revised Code

Chapter 4117).

While a Lieutenant or Captain is serving in the capacity as Acting Fire Chief, as may be temporarily appointed from time to time by the Fire Chief and/or Board of Trustees, that Lieutenant or Captain shall not be permitted to act in any capacity as a Union member and/or Officer.

#### **Section 2.4**

As a condition of continued employment with the Township, each Employee shall obtain, possess and maintain the minimum qualifications established for the Employee's position, which qualifications for all Employees currently include the following:

- (1) A current and valid State of Ohio certification as a fully trained and qualified full-time firefighter II.
- (2) Certification in cardiopulmonary resuscitation.
- (3) Any Employee who is certified as an Emergency Medical Technician-Paramedic ("Paramedic") shall maintain certification as a Paramedic. Any Employee who is certified as an Emergency Medical Technician-Basic shall maintain certification as an EMT-Basic. Any Employee who is certified as an Emergency Medical Technician-Intermediate shall maintain certification as an EMT-Intermediate. At the Employer's expense, any Paramedic shall be required to maintain certification in the following (or their equivalents as determined by the Fire Chief):
  - a. Advanced Cardiac Life Support
  - b. Pediatric Advanced Cardiac Life Support
  - c. Basic Trauma Life Support or Pre-Hospital Trauma Life Support.

Notwithstanding anything to the contrary contained herein, there shall be no requirement that any current Employee who is not a paramedic obtain certification as an Emergency Medical Technician Paramedic.

- (4) A current and valid Ohio driver's license.
- (5) Maintain insurability under all Township automobile and/or liability insurance policy(ies).
- (6) Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time firefighters, fire prevention officers/fire inspectors, and/or paramedics by federal or state law, rule or regulation, and/or the Township's Fire Department or EMS Protocol Policies.

Employees shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of an Employee's Ohio driver's license and insurability, the Township reserves the right to examine the licensing status and driving record of an Employee, and the Employees shall assist in this examination or sign any authorization which might be necessary to complete the examination.

### **Section 2.5**

Each employee shall, at the direction of the Employer, maintain such minimum levels of training as may, from time to time, be established by the Fire Chief. Employees assigned the responsibility of, but not limited to: Fire Inspector, Fire Investigator, and/or Paramedics, shall be required to obtain and maintain the minimum qualifications established for each such position in accordance with the State of Ohio.

If an Employee advances their EMS certification, i.e., EMT-Basic to EMT-Intermediate, or EMT-Basic to EMT-Paramedic, and the necessary training for this advancement is paid for by the Employer, the Employee shall be required to maintain the higher EMS certification (and the necessary minimum qualifications) pursuant to all the terms and conditions contained within this Agreement. If an Employee fails to maintain the higher EMS certification and/or the necessary minimum qualifications for the higher EMS certification (which higher EMS certification training was paid for by the Employer), then the Employee shall be required to refund to the Employer the cost incurred for the Employee's advanced EMS certification training. This reimbursement shall occur via payroll deduction and shall be distributed over a reasonable period of time as determined by the Board of Trustees in their sole and absolute discretion.

Any "bridge" or "update" course required by the Ohio Department of Public Safety to maintain an EMT-Intermediate or EMT-Paramedic certification, which initial training/certification was paid for by the Employer, shall be offered by or paid for by the Employer.

### **Section 2.6**

Reference throughout this agreement to "employees" or "bargaining unit members" shall mean employees within the bargaining unit.

### **Section 2.7**

Except as otherwise provide in Section 2.8, below, an employee who, for any reason whatsoever, fails to obtain or maintain the minimum qualifications for the employee's position as set forth in Sections 2.4 and 2.5, above (i.e., current and valid Ohio driver's license, firefighter certification, EMT-Basic, EMT-Intermediate or EMT-Paramedic certifications and/or insurability under Township insurance), shall constitute a failure to maintain the minimum qualifications for the employee's position, and shall be grounds for and result in the immediate termination of the employee's employment with the Township.

### **Section 2.8**

The temporary loss of a required license or certification shall not constitute a failure to maintain minimum qualifications under this Article. For purposes of this Article, the temporary loss of a required license or certification shall be a loss of such license or certification for a

period of sixty (60) days or less. A loss of a required license or certification for a period of more than sixty (60) days shall constitute a failure to maintain the minimum qualifications for the employee's position.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **Section 3.1**

The Union recognizes the right and authority of the Employer to administer the business of the Township Of Scioto, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include the following except as they are modified by the terms of this Agreement:

- (1) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- (2) To manage and determine the location, type and number of physical facilities, equipment, programs, and to determine the work to be performed;
- (3) To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- (4) To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- (5) To arrange the hours of work and work schedules in accordance with this Agreement;
- (6) To determine when a job vacancy exists, the duties to be included in all job classifications, and the reasonable standards of quality and performance to be maintained;
- (7) To determine the necessity to schedule overtime and the amount required thereof;
- (8) To maintain the security of records and other important information;
- (9) To determine the overall budget;
- (10) To maintain and improve the efficiency and effectiveness of the Employer's operations; and

(11) To determine and implement necessary actions in emergency situations.

**Section 3.2**

The Union recognizes and accepts that all rights and responsibilities of the Employer not modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

**ARTICLE 4  
DUES DEDUCTION**

**Section 4.1**

The Employer agrees to deduct Union membership dues in accordance with this Article for all employees of the bargaining unit. Employees shall have the right to join or not join the union.

**Section 4.2**

The Employer agrees to deduct regular Union membership dues (as certified to the payroll clerk by the Treasurer of the Union in accordance with Section 4.7, hereof) once each pay period during the calendar year from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. Newly hired employees who are in their probationary period and members of the bargaining unit shall have deducted, instead, an "initiation fee". The signed payroll deduction form (See Appendix A) must be presented to the employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer agrees to furnish the Secretary-Treasurer of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made from the previous month.

**Section 4.3**

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

**Section 4.4**

The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered

by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of the authorization card (See Appendix A); (6) or at any time when dues are otherwise due and the employee fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union Dues, provided that the members dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deductions in addition all legally required deductions.

#### **Section 4.5**

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. The Union shall promptly report any errors to the Employer-but no later than thirty (30) days after receipt of the dues deductions. In no event shall the Employer be liable for the payment of dues improperly deducted or not deducted. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

#### **Section 4.6**

The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

#### **Section 4.7**

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

#### **Section 4.8**

- (1) Employees who are not members of the Union shall, as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. This fair share fee shall be certified by the Union to the Township Fiscal Officer at such times during the term of this Agreement as necessary to be accurate, including the names of the individuals affected and the amount of the fee to be deducted. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.
- (2) For the duration of this Agreement, such fair share fee shall be automatically deducted by the Township from the payroll check of each bargaining unit employee who is not a member of the Union. The deduction of this fair share fee is automatic and does not require the authorization of the employee. The automatic deduction shall be made twice each month, i.e., with each pay period.
- (3) The automatic deduction shall, upon thirty (30) days prior written notice from the Union, be initiated by the Employer whenever a bargaining unit employee who is not a member of the Union has completed his or her first sixty (60) days of

employment. The provisions of Ohio Revised Code Section 4117.09(C), paragraph three, shall apply in regard to Employees who assert conscientious objections to payment of this fair share fee.

- (4) The Employer's obligation to make fair share fee deductions shall terminate automatically upon a termination of employment or transfer of an employee to a job classification outside the bargaining unit.
- (5) The rate at which such fair share fee is to be deducted and the persons affected shall be certified to the Township Fiscal Officer by the Treasurer of the Union on an annual basis (once per year). Any changes in the rate at which such fees are to be deducted and/or the persons affected shall be certified to the Township Fiscal Officer by the Union at least thirty (30) days prior to the implementation date. The parties agree that neither the members nor the Union shall have a claim against the Employer for errors in processing, unless a claim of error is made to the Employer in writing within one hundred eighty (180) days after the date such error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that such fee would normally have been paid by deducting the proper amount. If a member has insufficient pay in the pay period of a month in which such deduction is to be made, the deduction will ordinarily be made from the next subsequent pay.

## **ARTICLE 5 UNION REPRESENTATION**

### **Section 5.1**

The Employer agrees to admit not more than two (2) non-employee Union Staff Representatives to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein, provided that twenty-four (24) hours advance notice is given to the Employer. Upon arrival, the Union Staff Representative shall identify himself to the Employer or the Employer's designated representative.

### **Section 5.2**

The Employer shall recognize one employee in each unit (shift) to act as Union Steward for the purpose of processing grievances in accordance with the Grievance Procedure.

### **Section 5.3**

The Union shall provide to the Employer an official roster of its officers and local Union Stewards which is to be kept current at all times and shall include the following:

Name

Address

Home telephone number

Immediate supervisor

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

#### **Section 5.4**

The investigation and writing of grievances shall not be conducted during an Employee's first eight (8) duty hours (i.e., 0700-1500) without the permission of the Fire Chief. For the purposes of this Article, the term "duty hours" shall mean the time commencing from when an Employee is required to report for work at the beginning of the shift until the time the Employee is permitted to leave.

#### **Section 5.5**

The Union may, upon prior notification to and approval by the Fire Chief hold meetings for bargaining unit members in the fire stations of Scioto Township, provided that Township operations shall not thereby be interfered with or interrupted. No employee on duty may attend, without the permission of the Fire Chief or his designee, which permission shall not be unreasonably withheld.

#### **Section 5.6**

Rules governing the activities of the Union, its representatives and members, are as follows:

- (1). The Union agrees that the Union, its representatives and members shall not interfere with, interrupt, or disrupt the normal work duties of other employees. The Union further agrees that neither it, its representatives nor its members shall conduct Union business during duty hours except to the extent specifically authorized herein.
- (2). Union activities shall not be conducted in any work areas without prior notification to and approval by the Fire Chief or his designee.
- (3). The Union, its representatives and members, shall cease unauthorized Union activities immediately upon request.
- (4). Any employee abusing the rules of this section **is** subject to disciplinary action.

#### **Section 5.7**

The Union shall be permitted reasonable use of one bulletin board at each of the Township fire stations, with such bulletin boards to be designated by the Fire Chief. The Union may post only bulletins and materials germane to its function as exclusive representative of the bargaining unit on these boards. In the event inappropriate material is placed on a board, it shall be immediately removed.

**Section 5.8**

The Union agrees that neither it, its designee, representative nor any Employees shall conduct Union business during duty hours without the permission of either the Assistant Fire Chief or the Fire Chief. Union Employee's attendance at board meetings, as delegates to union conferences, collective bargaining sessions, and funeral representation may be permitted with the approval of the Fire Chief, provided that such attendance does not interfere with, interrupt, or disrupt the normal operations of the Department.

**ARTICLE 6  
NON-DISCRIMINATION**

**Section 6.1**

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

**Section 6.2**

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

**ARTICLE 7  
CORRECTIVE ACTION**

**Section 7.1**

No Employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause. This Section does not apply to Employees while in their probationary period.

**Section 7.2**

For charges other than insubordination, the principles of corrective action will be followed with respect to conduct which is not a violation of law. Ordinarily, progressive corrective action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before removal for a repeated offense or an additional related offense. If the offense is of a serious nature, a different disciplinary sequence may be

utilized. The commission of a third offense for which an oral or written reprimand could be given shall constitute a serious offense. For any offense of a serious nature, including multiple minor infractions, the Employee shall at least receive a written reprimand which shall be placed in the Employee's personnel file. When there is reason to believe that a Employee has committed a serious infraction which may lead to either suspension or removal, the Board of Trustees may prefer charges and make disposition against the Employee, as provided in Ohio Revised Code Sections 505.38 and 733.35 et seq. This disciplinary sequence may also be utilized upon recommendation of the Chief to the Board of Trustees. Whenever an Employee reasonably believes that a meeting or conference with a supervisor may result in disciplinary action, the Employee may request the presence of a Union representative.

### **Section 7.3**

Non-probationary Employees may elect to appeal a decision of the Board of Trustees to impose a suspension or a removal either to Common Pleas Court as provided by law, or directly to arbitration, with the approval of the Union, as provided in Article 11, Step 6, (Arbitration). In the event an appeal is taken to the Common Pleas Court, as provided by law, the Employee is precluded from electing to take any appeal to arbitration. In the event that an Employee appeals the findings of the Board of Trustees to arbitration, as provided in Article 11, the Employee shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

### **Section 7.4.**

In the event of no intervening disciplinary action against the Employee, the following shall apply: oral reprimands (which the Chief may record) will cease to have force and effect after six (6) months. Written reprimands will cease to have force and effect after one (1) year and records of demotions or suspensions will cease to have effect after two (2) years.

### **Section 7.5**

Every Employee shall be allowed to inspect their personnel file at any reasonable time upon the Employee submitting a written request to the Fire Chief.

### **Section 7.6**

Should any Employee have reason to believe that there are inaccuracies in documents contained in their file, the Employee may notify the Fire Chief in writing of the alleged inaccuracy. Material will be removed from the file and placed in another Township file when an Employee's claim that it is inaccurate, irrelevant, untimely or incomplete is verified and sustained by the Fire Chief. The Employee shall also have the right to submit a written statement detailing the Employee's objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the Employee. In the alternative, the Employee may pursue the remedies under the Grievance Procedures.

### **Section 7.7**

A copy of any record of disciplinary action which has been placed in or removed from

the Employee's personnel file shall be provided to the Employee at the time of its placement or removal. Unfounded citizens' complaints and anonymous charges shall never be placed in the Employee's personnel file.

### **Section 7.8**

The Township agrees that, to the extent permitted by law, all disciplinary procedures shall be carried out in private and in a businesslike manner. Any non-probationary Employee in disagreement with the disciplinary action taken by the Township may file a grievance in accordance with the Grievance Procedure contained in this Agreement.

### **Section 7.9.**

Notwithstanding the foregoing Sections 2 and 3 of this Article 7 and regardless of the disciplinary provisions set forth in Ohio Revised Code Sections 505.38 and 733.35 *et seq.*, the Board of Trustees may, as an alternative and at its sole option, utilize the following procedure in lieu of the aforementioned statutory procedure in those cases where there is reason to believe that a Employee has committed a serious infraction which may lead to suspension, demotion and/or removal:

- (1) The Board of Trustees and/or its designee shall reduce to writing the basis for the proposed disciplinary action. A true and accurate copy of the charges then existing shall be served upon the Employee, either by personal service or by certified mail.
- (2) Prior to any suspension, demotion or removal, the Board of Trustees shall conduct a hearing on the charges. The Employee shall be provided at least ten (10) calendar days notice of the hearing. The time and/or date of the hearing may be continued by mutual agreement. At the hearing (which shall, if mutually agreed upon between the Board of Trustees and the Employee, be held in executive session), the Employee shall have the right to be represented by an attorney, to present evidence on his or her behalf and to question adverse witnesses. Pending any hearing, the Board of Trustees and/or the Fire Chief may place the Employee on administrative leave with pay.
- (3) For purposes of this alternative disciplinary procedure, the Board of Trustees may administer oaths and, to the extent permitted by law, issue subpoenas or compulsory process to compel the attendance of persons and the production of books and papers before it and the Board may provide, by resolution(s), for the manner and method of exercising and enforcing this provision. The Board shall cause the hearing to be transcribed by a court reporter.
- (4) In the event the Board of Trustees elects to utilize the alternative disciplinary procedure provided for herein, the parties intend the provisions of this alternative procedure to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

- (5) Non-probationary Employees may elect to appeal a decision of the Board of Trustees to impose a suspension, demotion or removal under this alternative disciplinary procedure either to the Common Pleas Court as provided by law, or directly to arbitration, with the approval of the Union, as provided in Article 11, Step 6. In the event an appeal is taken to the Common Pleas Court, as provided by law, and the court takes jurisdiction over the matter, the Employee is precluded from electing to take any appeal to arbitration. In the event that the Employee appeals the finding of the Board of Trustees to arbitration, as provided in Article 11, Step 6, the Employee shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

### **Section 7.10.**

Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35, et seq., in instances involving any type of offense deemed by the Fire Chief to be of a serious nature, the Chief may, upon the Chief's own initiative and with the agreement of the Employee, summarily suspend a Employee for up to thirty (30) full calendar days without pay for each such offense. Prior to imposing such a suspension, the Fire Chief shall:

- (1) Meet with the Employee in order to provide the Employee with an opportunity to explain the conduct in question; and
- (2) If the Employee agrees to accept the suspension proposed by the Fire Chief, inform the Employee in writing of the effective date(s) of such suspension.

### **Section 7.11.**

In those cases where the Employee does not agree to accept a suspension in accordance with the terms of Section 7.10 of this Article, the Employee shall have the right to a predisciplinary conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the predisciplinary conference; further provided, however, that in the event the Fire Chief personally conducts a substantial portion of the investigation upon which a proposed suspension is based, then the Board of Trustees, its Chairperson or such other individual as the Chairperson may, from time to time and in the Chairperson's sole discretion, designate shall conduct the predisciplinary conference. The person conducting the predisciplinary conference (whether the Fire Chief, the Board of Trustees or its Chairperson, or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this Section. If an Employee desires a predisciplinary conference, the procedure for this conference shall be as follows:

- (1) Prior to the conference before the Fire Chief or designee, the Employee shall be provided a statement of the charges. The Employee shall also be given at least three (3) calendar days notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement.

- (2) At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The Employee shall have the right to be represented at the conference by an attorney or other Union representative, to present evidence and to question adverse witnesses. The Fire Chief or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.
- (3) A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the decision of the Fire Chief or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a non-probationary Employee may, with the approval of the Union as provided in Article 11, Step 6, of this Agreement, elect to appeal a decision resulting in a suspension of more than six (6) working days directly to arbitration.
- (4) If a non-probationary Employee properly perfects an appeal of a decision to arbitration as provided in Article 11, Step 6, of this Agreement, then suspensions of six (6) working days or more shall be stayed, pending the decision of the arbitrator. However, suspensions of less than six (6) working days may be summarily imposed by the Fire Chief or designee following the decision of the Fire Chief or designee regardless of an arbitration request.
- (5) A record of suspensions imposed under Sections 7.10 and/or 7.11 of this Article may be placed directly into the Employee's personnel file without the need for action on the part of the Board of Trustees.
- (6) The parties intend that the provisions contained in Sections 7.10 and/or 7.11 of this Article 7 confer upon the Fire Chief and/or designee the right, power and authority to summarily suspend a Employee without pay in accordance with the procedures set forth therein; subject, however, to the non-probationary Employee's ability to appeal such decision resulting directly to arbitration as provided in Article 11, Step 6, of this Agreement. Accordingly, in the event the suspension procedures set forth in Sections 7.10 and/or 7.11 of this Article 7 are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

## **ARTICLE 8 WORK RULES**

### **Section 8.1**

The Employer may adopt reasonable work rules, policies, procedures, and directives not

inconsistent with the provisions of this agreement. Before adopting a new work rule or modifying an existing work rule, the Employer will advise the Union as to the general content and purpose of the proposed rule or proposed modification.

### **Section 8.2**

All work rules shall be in writing and shall be fairly administered.

## **ARTICLE 9 WAIVER IN CASE OF EMERGENCY**

### **Section 9.1**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, and/or the Fire Chief, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

### **Section 9.2**

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed. For example, if an emergency is declared on the twelfth day after an event giving rise to a grievance and the emergency lasts three (3) days, the grievant shall still have six (6) days in which to file a grievance.

## **ARTICLE 10 LABOR/MANAGEMENT MEETINGS**

### **Section 10.1**

The parties recognize the benefit of exploration and study of current and/ or potential problems including department rules, regulations, and policy.

Once every quarter, unless mutually agreed otherwise, on a mutually agreed day and time up to three (3) representatives of the Township and up to three (3) representatives of the Union shall meet at a place mutually agreed upon to discuss those matters addressed in section 10.2. Additional representatives may attend by mutual consent.

**Section 10.2**

An agenda will be furnished at least three (3) days in advance of the scheduled meetings with a list of those matters to be discussed, and the names of the Union representatives, who will be attending. The parties may also discuss, if mutually agreed, any items not contained in the agenda. The purpose of such meetings shall be to:

- (1) Discuss the administration of this agreement.
- (2) Notify the Union of changes made by the employer which affect bargaining unit members.
- (3) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure, but only when such discussions have been mutually-agreed to by all parties involved.
- (4) Disseminate general information of interest to the parties.
- (5) Discuss ways to increase productivity, improve efficiency, and improve morale.
- (6) Give the Union representatives the opportunity to share views of their members on topics of interest to both parties; and
- (7) To consider and discuss health and safety matters relating to employees.

**Section 10.3**

If special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 10.4**

Labor / Management meetings are not intended to be negotiation sessions to alter **or** amend the basic Agreement.

**ARTICLE 11  
GRIEVANCE PROCEDURE**

**Section 11.1**

A grievance is a proper allegation by a qualified person that there has been a violation of an express provision of this Agreement.

**Section 11.2**

A grievance may be initiated by an aggrieved Employee, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Employee on behalf of such Employee and group of Employees who are affected by the same act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any Employee without the Employee's knowledge and consent. An Employee has the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement. If a grievant wishes to be represented by the Union in the processing of the grievance, the grievant shall file a copy of the grievance with a Union steward.

**Section 11.3.**

This procedure shall be the sole and exclusive remedy for grievances. All grievances shall be processed at the proper sequential Step in order to be considered at any subsequent Step. Any grievance which is not processed by the grievant within the time limits or in the manner provided shall be considered resolved in favor of management. A grievant may withdraw a grievance at any point by submitting a written statement to that effect, or by failing to pursue the grievance within the time requirements at any Step in the grievance process. It is the intention of the parties that all time limits in the grievance process be met. To the end of encouraging thoughtful responses at each Step, the time limits at any Step may be extended upon mutual agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limit specified, advance the grievance to the next sequential Step within the applicable time frame. A grievance may not be filed on any action concerning or relating to the rights retained by the Township which are enumerated in Article 3, hereof. All grievances shall contain the following information in order to be considered and must be filed using the grievance form (to be obtained exclusively from the Union) jointly developed between the parties:

1. Aggrieved person's name and signature.
2. Aggrieved person's classification.
3. Date submitted to Grievance Review Committee.
4. Date grievance was first discussed and name of supervisor with whom grievance was discussed.
5. Date grievance was filed in writing.
6. Date and time grievance occurred.
7. The location where grievance occurred.
8. A description of the incident giving rise to the grievance.
9. Specific articles and sections of the Agreement allegedly violated.

10. Desired remedy to resolve the grievance.

11. Check box for Employee's election regarding Union representation in the grievance process.

Employees wishing to process a grievance shall obtain the approved grievance form from the Union. Prior to providing an Employee with the grievance form, the Union President or the President's designee shall sign and date the form, thereby documenting that the form was obtained from the Union. Any grievance attempted to be processed without the required signature of the appropriate Union official shall be summarily dismissed and considered resolved in favor of management. A grievance summarily dismissed may not be refiled or otherwise pursued. Any grievance originating from a level above Step 1 may be submitted directly to the Step from which it originates. For the purpose of computing time, the term "day" shall mean calendar days, excepting there from Saturdays, Sundays, and those legal holidays listed in Article 20, Section 1, hereof, and when an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included. Once an Employee or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, the Employee and the Union are thereafter precluded from seeking a remedy under this procedure. Similarly, an Employee electing to pursue a claim through this grievance procedure shall thereafter be precluded from pursuing such claim through a legal or administrative forum. In the event a proceeding is commenced under Ohio Revised Code Sections 505.38 and 733.35 through 733.39, then any affected Employee shall be precluded from seeking a remedy under this grievance procedure. At any step of this grievance procedure, the grievant may be represented by a representative of the Union. If any grievant's meeting or hearing is held on the grievant's and/or representative's duty day, the grievant and/or representative shall be permitted reasonable time, as may be approved by the Fire Chief, to attend the meeting or hearing without loss of pay. The Township shall not incur any overtime expense as a result of this provision.

#### **Section 11.4.**

The Union shall establish a Grievance Review Committee ("GRC") to review potential grievances and make recommendations to grievants. Prior to pursuing a grievance under the implementation Steps set forth in Section 5, below, a grievant shall file a copy of the proposed grievance with the GRC for review and comment. (The Union President or the President's designee shall be the person(s) authorized to accept such filing.) Within seven (7) days of receipt of the proposed grievance, the GRC shall review the grievance and submit a written recommendation to the grievant on the merits of the grievance. The GRC shall have no authority to resolve or otherwise respond to the proposed grievance on behalf of management. Rather, the role of the GRC is limited to advising the grievant on the merits of the proposed grievance; providing assistance in processing the proposed grievance, if requested; and informing the grievant whether or not the Union would be inclined to arbitrate the grievance. If the GRC fails to timely respond to the grievant, the grievant shall timely process the grievance to Step 1, below, if the grievant wishes to pursue the grievance. If the grievant processes the proposed grievance using the implementation Steps set forth below without first filing a copy of the

proposed grievance with the GRC, the grievance shall be summarily dismissed and considered resolved in favor of management.

### **Section 11.5.**

The following are the implementation Steps and procedures for the handling of grievances:

#### **A. Step 1**

A grievant having an individual grievance shall first attempt to resolve it informally with the grievant's immediate supervisor. This attempt at informal resolution shall be made by the grievant within fourteen (14) calendar days after the events giving rise to the grievance occurred. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing. If the grievant is not satisfied with the response from the immediate supervisor at this Step 1, the grievant may pursue the formal Steps which follow.

#### **B. Step 2**

If the grievant is not satisfied with the supervisor's informal response to the grievance at Step 1 of the grievance procedure, the grievant may submit the grievance in writing to the grievant's immediate supervisor. This written grievance shall be submitted to the supervisor on the approved grievance form within the earlier of either seven (7) calendar days after the grievant has received a response to the informal Step 1 grievance, or within twenty-one (21) calendar days after the events giving rise to the grievance occurred. The supervisor shall sign and date the form on the date of the supervisor's receipt of it. Within seven (7) calendar days of the supervisor's receipt of the grievance, the supervisor shall affix a written response to the grievance, date and sign the response, and return it to the grievant. The supervisor may retain a copy for the file.

#### **D. Step 3.**

1. Should the grievant not be satisfied with the answer in Step 2, within seven (7) calendar days after receipt of the response in Step 2, the grievant may appeal the grievance to this Step 3, by delivering a copy of the grievance, along with the written responses at the prior Steps and any other pertinent documents, to the Fire Chief.

2. Within ten (10) calendar days of the Fire Chief's receipt of the grievance, the Fire Chief shall submit to the grievant a written response to the grievance. The Fire Chief may retain a copy for the file.

#### **E. Step 4.**

1. Should the grievant not be satisfied with the response at Step 3, the grievant may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within ten (10) calendar days after receipt of the Step 3 response, a copy of the grievance form containing the written responses from prior Steps, and any other pertinent documents, to the office of the Board of Trustees.

2. Within forty-five (45) calendar days of the Board of Trustees' receipt of the grievance, the Board or its representative shall submit to the grievant a written response to the grievance.

3. Should the grievant not be satisfied with the Trustees' response to the grievance at Step 4, the grievant shall notify the Union President of the grievant's desire to proceed to arbitration. Should the Union determine to proceed to arbitration with the grievance, the Union President or designee shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within seven (7) calendar days following the date of the Trustees' written response.

**F. Step 5.**

1. If the grievance is not satisfactorily resolved in Step 4, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted to the other party within seven (7) calendar days following the date of the Trustees' written response. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 4 reply.

2. Upon receipt of a request for arbitration the Township and the Union shall, within fourteen (14) calendar days following the request for arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) arbitrator panel, which election may only be exercised once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

3. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The arbitrator shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not

directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier than twenty-eight (28) calendar days prior to the date the grievance was presented in writing by the grievant in Step 2 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. Accordingly, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator and, if practicable, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding, subject only to appeal under Ohio Revised Code Chapter 2711. The cost involved to obtain the list of arbitrators, and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any non-Employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of a transcript. All costs directly related to the services of the arbitrator shall be paid by the losing party. The Township shall only be responsible for any overtime incurred for a witness called by or on behalf of the Township. The Township and the Union agree to work together to schedule any and all arbitration proceedings in a manner that will minimize overtime as much as possible.

## **ARTICLE 12**

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

#### **Section 12.1**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Scioto Township and contracted areas. Therefore:

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union, in addition to making all reasonable efforts to get the employees to return to work, shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have

the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be disciplined and/or discharged, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

### **Section 12.2**

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 12.1 above.

### **Section 12.3**

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

## **ARTICLE 13 SENIORITY**

### **Section 13.1**

"Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service in the Fire Department. An employee on the seniority list existing on the date of signing this contract shall have his seniority as listed, provided his continuous service is not thereafter broken by a current or future interruption in service. Ties in seniority with other employees shall be resolved by ranking an employee higher on the seniority list if the employee's last name is alphabetically before another employee on the hiring eligibility list. In any case, seniority will be based on the employee's initial date of hire. Once continuous service is broken the employee loses all previously accumulated seniority. Continuous service shall be deemed broken when an employee resigns, is discharged, retires, or fails to timely return to work after an approved leave of absence.

### **Section 13.2**

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

### **Section 13.3**

The Employer shall post a seniority list on the bulletin board showing the continuous service of each Employee. The Employer may update the seniority list when significant changes, which shall be determined by the Fire Chief in his discretion, have occurred in seniority. In the event the employer updates the seniority list, one (1) copy shall be forwarded to the Union.

## **ARTICLE 14**

### **PROBATIONARY PERIOD**

#### **Section 14.1.**

Upon appointment, each Employee will be required to successfully complete a one (1) year probationary period. The probationary period will begin on the first day for which a Employee receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35, et seq., a probationary Employee may be terminated at any time during this probationary period at will and without just cause and shall have no recourse to the grievance procedure, nor may the Employee appeal or otherwise challenge such termination in a court or any other tribunal or body.

#### **Section 14.2.**

A newly promoted Employee shall be required to successfully complete a one (1) year promotional probationary period in the Employee's newly appointed position. The probationary period for a newly promoted Employee shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Employee subject to a promotional probationary period may, at the sole and absolute discretion of the Board of Trustees, be returned to the Employee's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Employee shall have no recourse to the grievance procedure, nor may the Employee appeal or otherwise challenge such return in a court or any other tribunal or body.

For purposes of this Contract and this Contract only, any Lieutenant promoted to the position of Captain shall not be required to serve a probationary period.

#### **Section 14.3.**

The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend an Employee's probationary period beyond the term set forth in Sections 1 and/or 2 of this Article. The affected Employee shall continue as a probationary Employee for such time or times as determined by the Board of Trustees. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Employee may be terminated at any time at will and without just cause, and the affected Employee shall have no recourse to the grievance procedure concerning probationary termination, nor may the Employee appeal or otherwise challenge such termination in any court or other tribunal or body. Likewise, during an optional extended promotional probationary period, the affected Employee may be returned to the Employee's former rank and salary if service at any point is unsatisfactory, as determined in the sole and absolute discretion of the Board. If so returned, the Employee shall have no recourse to the grievance procedure, nor may the Employee appeal or otherwise challenge such return in a court or any other tribunal or body.

## **ARTICLE 15 PROMOTIONS**

### **Section 15.1**

Positions of responsibility beyond the rank of Firefighter shall be considered promoted ranks. Vacancies in the promoted ranks shall be filled by competitive promotional examinations and other job related considerations such as work history (including disciplinary record), qualifications, experience, performance evaluations, etc. The successful candidate shall be selected by the Employer from the top three candidates on the current eligibility list. However, if the Employer bypasses the highest person on the eligibility list, such decision shall not be arbitrary, capricious, discriminatory, or based on improper bias or abuse of discretion. An employee who is bypassed for a promotion may file a grievance through the grievance procedure.

### **Section 15.2**

The Employer shall not be required to fill any position, unless the Board of Trustees first determines that a permanent vacancy exists in that position.

### **Section 15.3**

Whenever the Employer determines that a permanent vacancy exists in any position above the rank of Firefighter, a notice of such vacancy and the required minimum qualifications for the position as well as the date for the holding of a promotional examination, shall be posted on the bulletin board of each Fire Station for a period of not less than fourteen (14) days. During the posting period, any qualified employee wishing to apply for the promotional examination shall do so by submitting a written application to the Employer. The employer shall not be obligated to consider any applications submitted after the posting date or by persons who do not meet the minimum qualifications for the position posted.

### **Section 15.4**

No person shall be eligible to apply for the promotional examination for the position of Senior Firefighter unless such person shall have served a minimum of five (5) years in the full-time rank of firefighter at Scioto Township. No person shall be eligible to apply for the promotional examination for the position of Captain unless such person shall have served a minimum of two (2) years in the full-time rank of Lieutenant or Senior Firefighter at Scioto Township. Any person promoted to the rank of Senior Firefighter and/or the rank of Captain shall be required to hold a valid Ohio EMT-Paramedic certification at the time of appointment to the rank of Senior Firefighter and/or Captain. If the person does not hold a valid Ohio EMT-Paramedic certification at the time of appointment, that person shall have two (2) years from the date of appointment to obtain said certification. Failure to obtain and/or maintain a valid Ohio EMT-Paramedic certification shall result in demotion to the next lower rank.

**Section 15.5**

In any case in which there are less than two (2) qualified applicants for the promotional examination for the position of Captain, or less than three (3) qualified applicants for the position of Senior Firefighter, the time in grade requirements shall be lowered by one-year intervals until at least two (2) qualified candidates for the promotional examination to Captain, or three (3) qualified applicants for the position of Senior Firefighter apply. In the event a sufficient pool of qualified applicants does not exist, despite the lowering of the time-in-grade requirements, then the Employer shall have the right to promote any employee to the position based upon his or her successful completion of the promotional examination.

**Section 15.6**

At least sixty (60) days prior to the date of the promotional examination, all source materials serving as the basis for the examination shall be identified and made available to the applicants for the examination.

**Section 15.7**

Examinations shall not be held at the fire station.

**Section 15.8**

In the event there are not enough interested or qualified applicants internally, then the Employer may recruit applicants from outside the Department. An internal applicant shall be considered “qualified” if he has an acceptable score on the examination, satisfactory work history and performance evaluations, and fulfilled the appropriate time requirements, etc.

**Section 15.9**

For purposes of this Contract and this Contract only, the Township shall create and open three Captain positions within ninety (90) days of execution of this Contract subject to the provisions of Articles 48.1 and 48.2. For purposes of this Contract and this Contract only, the Township shall create and open three Senior Firefighter positions within ninety (90) days of execution of this Contract, subject to the provisions of Articles 48.1 and 48.2.

**ARTICLE 16  
LAYOFF AND RECALL**

**Section 16.1**

In the event the Township determines that a layoff or job abolishment, involving employees in the bargaining unit, is necessary, the Township shall advise the Union in writing, of its decision, no later than thirty (30) days of the date of the planned implementation of its decision. To the extent that the layoff decision of the Township has a substantial impact on

remaining bargaining unit employees wages, hours, terms, and conditions of employment, the parties shall meet within three (3) work days following receipt by the Union of the Township's notification of a reduction to discuss the impact of the Township's decision on such things as the workload of retained employees, additional duties and responsibilities, changes in shifts or hours of work or other similar matters. A substantial impact shall mean a layoff of more than twenty percent (20%) of the full time work force.

**Section 16.2**

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

**Section 16.3**

Employees that are laid off shall be placed on a recall list for a period of two (2) years. Employees who are on the recall list shall be recalled in the inverse order of their layoff. No new employees will be hired either full-time or part-time until all of the employees on the recall list have had an opportunity to return to full-time employment with the Township, or the two (2) year period for the recall list expires.

**Section 16.4**

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

**Section 16.5**

At the time of their layoff, employees shall be paid their unpaid wages due in the pay period in which the layoff occurs, plus the moneys due them for any accumulated holiday pay, and vacation.

**ARTICLE 17**  
**HOURS OF WORK AND OVERTIME**

**Section 17.1.**

Forty-Hour Employees. Forty-hour Employees will be assigned a seven (7) day work period consisting of forty (40) work hours based on consecutive work days and consecutive days off. Fifty-six Hour Employees. Fifty-six hour Employees will be assigned to a twenty-one (21) day work period and will be scheduled, using a three (3) platoon system, to work 168 hours in a 21 day period, with an average of fifty-six (56) scheduled hours per week and a typical work year of 2,912 hours. The 21 day work period and shift assignments shall be assigned and scheduled by the Fire Chief. The regular workday for fifty-six hour Employees shall be twenty-four (24) hours, beginning at 7:00 a.m. of one morning and ending at 7:00 a.m. of the following calendar day with two (2) consecutive twenty-four (24) hour shifts off duty during the work

period. The term “paid status” as used in this Article shall include work hours as well as all hours in paid status while on any approved paid leave, including holiday, personal, vacation and military leave, but specifically excluding sick leave and compensatory time off.

### **Section 17.2.**

The amount and rate of overtime for Employees shall be calculated in accordance with the Fair Labor Standards Act and the regulations promulgated there under, and will apply as follows:

A. **Forty-Hour Employees**

Forty-hour Employees shall be compensated at straight time rates for all hours worked in paid status, except that all hours worked in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half (1½). No Employee shall be paid for overtime work which has not been authorized by the Fire Chief or his designee.

B. **Fifty-six Hour Employees**

Employees assigned to and working an average fifty-six (56) hour work week on a three (3) platoon system will be scheduled on a twenty-one (21) consecutive day work period and will be compensated at the rate of one-half (1/2) time, in addition to the straight time rate already paid, for hours worked in paid status in excess of one hundred fifty-nine (159) hours through one hundred sixty-eight (168) hours in a work period, and at the rate of one and one-half (1½) times the Employee's hourly rate for hours worked in paid status in excess of one hundred sixty-eight (168) hours in a work period. No Employee shall be paid for overtime work which has not been authorized by the Fire Chief or the Fire Chief's designee. In addition, any hours actually worked because of schedules or assignments being changed at the request of a Employee, or trading days at the sole option and by mutual consent of a Employee with the prior approval of the Fire Chief, shall be excluded from the hours for which the Employee is entitled to overtime compensation, and the Township shall not incur or be responsible for any overtime costs as a result of such activities.

### **Section 17.3**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium pay more than once for the same hours worked.

### **Section 17.4**

When the Employer deems it necessary to involuntarily transfer an Employee from one unit to another, the affected Employee shall receive at least fourteen (14) days advance notice. When an Employee is transferred from one unit to another, the Employee shall be given a minimum of forty-eight (48) consecutive hours off duty before being required to begin working

his new assignment or paid overtime accordingly.

### **Section 17.5**

Any time an Employee undergoes Employer-required training during hours which would otherwise conflict with his or her normal fifty-six (56) hour per week work schedule, as defined in this Article, the Employer shall have the sole and absolute discretion to modify the Employee's regular work schedule. At the Employer's sole and absolute discretion, the Employer may place the affected Employee on a "40 Hour Schedule," wherein the Employee attends the required training, is not required to report to the fire station for duty, but otherwise receives their regular rate of compensation as though they were working their regular shift. In the alternative, and at the Employer's sole and absolute discretion, the Employer can maintain the Employee on their regular schedule and compensate them accordingly, including any incurred overtime.

### **Section 17.6 Overtime Procedures**

A. With the effective date of this Agreement, two lists shall be created. The first list shall be a list of all full-time Employees, by order of seniority. This list shall be titled the "Voluntary Overtime List." The second list shall be a list of all full-time Employees, by reverse order of seniority, grouped according to each shift or Unit. This list shall be titled the "Mandatory Overtime List." Each Employee shall be required to supply at least one (1) telephone number, for inclusion on each list, which is the telephone number at which they shall be called for any voluntary or mandatory overtime. An Employee is free to provide more than one telephone number. Whenever a new full-time Employee is hired, they shall be placed at the bottom of the then-current Voluntary Overtime List, and at the top of the then-current Mandatory Overtime List. The Voluntary and Mandatory Overtime Lists shall be posted in the fire station. An Employee going off-duty and who is scheduled to be on approved leave on their next scheduled duty day, shall be considered on that approved leave effective 0700 hrs. at the end of their shift and therefore considered unavailable for mandatory overtime.

B. Voluntary Overtime – Once the Fire Chief and/or his designee has identified the need for overtime, the Fire Chief and/or his designee shall telephone each Employee on the Voluntary Overtime List, beginning with the most senior Employee and ending with the least senior Employee. **Prior to calling the Voluntary Overtime list, the Fire Chief and/or his designee shall determine the Full-Time Firefighter to be called-in on Mandatory Overtime and notify that Employee of their need to report for Mandatory Overtime (when being telephoned to offer Voluntary Overtime) unless the shift/vacancy is filled with a volunteer.** Each Employee shall be telephoned until the shift is filled. In the event the Fire Chief and/or his designee are unable to speak directly with the Employee, the Employee will be considered unavailable and shall not move on the Voluntary Overtime List. If the Employee is contacted directly and either accepts or declines the voluntary overtime, then the Employee shall immediately be moved to the bottom of the Voluntary Overtime List. The Voluntary Overtime List shall

be updated each time the Fire Chief and/or his designee must utilize the List.

C. Mandatory Overtime – Once the Fire Chief and/or his designee has telephoned each Employee on the Voluntary Overtime List and no Employee voluntarily accepts the overtime, then the Fire Chief and/or his designee shall declare mandatory overtime.

- **If Mandatory Overtime is incurred because of a call-off that occurs on or before 2100 hrs. the night before the “calling-off” Employee is scheduled to report for duty, then once Voluntary Overtime is offered and if not accepted, the Mandatory Overtime shall be filled by the next Employee on the Department-Wide Mandatory Overtime List.**

- **If Mandatory Overtime is incurred because of a call-off that occurs after 2100 hrs. the night before the “calling-off” Employee is scheduled to report for duty, then the Mandatory Overtime shall be filled by the off-going shift, using that shift’s Mandatory Overtime list. At approximately 0700 hrs. the following morning, the Fire Chief and/or his designee shall offer Voluntary Overtime per the Voluntary Overtime list if not already done so. If no Employee accepts the Voluntary Overtime, the Employee from the Department-Wide Mandatory Overtime List shall be called and ordered to report to duty. The Employee mandated from the off-going shift shall remain on-duty until the Employee mandated from the Department-Wide Mandatory List reports for duty.**

Upon declaring the need for mandatory overtime, the Fire Chief and/or his designee shall consult the appropriate shift’s Mandatory Overtime List. The first Employee on the Mandatory Overtime List shall be mandated to work the overtime shift. Once an Employee is mandated, regardless of the length of time the Employee must work mandatory overtime, he or she shall be moved to the bottom of his or her shift’s Mandatory Overtime List. An Employee that has been mandated to work overtime shall not be mandated to work overtime, again, until all other Employees on his or her shift have been mandated. The exception to this procedure shall be if the mandatory overtime situation requires a Paramedic to maintain Departmental operations. If a Paramedic is required for the mandatory overtime position, then the Fire Chief and/or his designee shall mandate the next Paramedic to be mandated based on the shift’s Mandatory Overtime List. Any Employee that is bypassed to mandate a Paramedic shall remain as the next Employee to be mandated on his or her respective Unit.

D. Overtime Occurring During a Shift – If overtime shall occur, for whatever reason, during any given shift, then the Fire Chief and/or his designee shall follow the procedures outlined in Section 17.6(B). Once voluntary overtime has been offered to all Employees, and if mandatory overtime is declared, then it shall be filled by order of reverse seniority with personnel from either shift not on-duty at that point in time. The exception to the reverse seniority order shall be if Departmental operations require that a Paramedic be mandated for duty.

### **Section 17.7 Compensatory Time**

A. In lieu of payment for overtime worked, a Member may elect to receive Compensatory Time off. Compensatory Time shall not apply to any overtime paid or accrued as a result of the Fair Labor Standards Act. A Member may not accumulate more than one hundred forty-four (144) hours of Compensatory Time. Any Member who accumulates more than one hundred forty-four (144) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of one hundred forty-four (144) hours. Compensatory Time may be carried over into a following year, provided that the maximum accumulation shall not exceed one hundred forty-four (144) hours.

B. Use of Compensatory Time Compensatory Time shall be scheduled at least forty-eight (48) hours in advance, with the approval of and in the absolute discretion of the Fire Chief and/or his designee, and shall be taken in a two hour (2) minimum with succeeding one (1) hour increments.

C. Compensatory Time Payout. A member who has accrued Compensatory Time shall, upon the termination of employment for any reason, be paid the unused Compensatory Time at the rate of pay received by the member at the time of separation. Employees shall have the option of cashing in up to one hundred twenty (120) hours of unused Compensatory Time accrued during the calendar year. Such payment shall be made in the first pay period of November, in a lump sum, on a separate check from Employee's normal pay check. Payment for unused Compensatory Time will be based on the Employee's regular hourly rate as of the close of each such calendar year. If the Employee fails to use or cash in Compensatory Time in excess of one hundred twenty (120) hours, such Compensatory Time shall be carried over into the following year.

D. Survivor Benefits. When a Member dies while in paid status in the Township's service, any accrued but unused Compensatory Time to the Member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the Member at the time of death.

## **ARTICLE 18 TRADE TIME**

### **Section 18.1.**

If an Employee, with the prior approval of the Fire Chief or his designee, and solely at the Employee's option, agrees to substitute during scheduled work hours for another Employee in the same capacity, the hours the Employee works as a substitute shall be excluded in the calculation of hours for which the Employee is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work. No Employee shall be permitted to have another Employee substitute for him once the Employee has submitted a letter of resignation or has otherwise manifested his intention to leave Township employment. Substitutions shall be subject to the following additional criteria:

- A. There shall be no paid substitutions. In other words, substitutions, if approved, shall be limited to Employees working in the place of other Employees;
- B. All trade time requests shall be submitted in writing and on a form prescribed by the Employer;
- C. All Substitutions shall be repaid within ninety (90) calendar days;
- D. No Employee shall, at any given time, owe more than one hundred twenty (120) hours of accumulated substituted time to other Employees;
- E. The trading of time is a privilege – not a right – and may be granted or disapproved at the sole and absolute discretion of the Fire Chief or his designee; and,
- F. When and if the position(s) of Captain and Senior Firefighter are created and filled, trade time shall be limited so that only Senior Firefighters and Captains can trade time amongst Senior Firefighters and Captains, and Firefighter shall only be permitted to trade time with other Firefighters. No trade time shall be permitted between the Firefighter ranks and the ranks of Senior Firefighter and/or Captain. The Fire Chief shall have the authority to deviate from this requirement in extenuating circumstances and in his/her sole and absolute discretion.

## **ARTICLE 19 HOLIDAYS**

### **Section 19.1**

Each employee shall be entitled to the number of hours of holiday credit hereinafter stated for each of the following legal holidays which shall occur at the following times:

- (1) The first day of January, known as **New Years Day**;
- (2) The day known as **Martin Luther King Jr. Holiday**;
- (3) The third Monday in February, known as **Presidents Day**;
- (4) The day designated in the "Act of September 18, 1975", 89 Stat. 479. 5 U.S.C. ,6103, as now or hereafter amended, for the commemoration of **Memorial Day**;
- (5) The fourth day 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 of November, known as **Veterans Day**;
- (9) The fourth Thursday in November, known as **Thanksgiving Day**; and
- (10) The twenty-fifth day of December, known as **Christmas Day**.

## **Section 19.2**

An employee qualifying for holiday time on January 1st shall be credited with the applicable number of holiday credit hours for the holidays listed in Section 20.1, which time shall accrue on a calendar year basis and be credited on each January 1st. Notwithstanding the foregoing, an employee who first qualifies for holiday time other than on a January 1st shall only be credited for those holidays remaining in that calendar year during which such employee first qualifies for holiday time, with this time to be credited on the first day following the day on which the employee qualifies for holiday time. The number of holiday hours to be credited to qualified employees will be based upon the work week to which the employee is assigned and shall be as follows: for a fifty-six (56) hour work week, twelve (12) hours per holiday; and for a forty (40) hour work week, eight (8) hours per holiday.

## **Section 19.3**

Holiday time shall be scheduled at least forty-eight (48) hours in advance, with the approval of and in the absolute discretion of the Fire Chief and/or his designee, and shall be taken in a two hour (2) minimum with succeeding one (1) hour increments.

## **Section 19.4**

Holiday time is not cumulative from year to year, Employees shall have the option of cashing in up to one hundred twenty (120) hours of unused holiday time accrued during the calendar year. Such payment shall be made in the first pay period of November, in a lump sum, on a separate check from employee's normal pay check. Payment for unused holiday time will be based on the employee's regular hourly rate as of the close of each such calendar year. If the employee fails to use or cash in holiday time in excess of one hundred twenty (120) hours, such holiday time shall be forfeited.

## **Section 19.5**

If an employee is credited with holiday time and subsequently leaves the employ of the Township, then all holiday time representing those hours for holidays occurring after such break in service shall be forfeited without compensation or payment therefore. In the event the employee has used all or any portion of such time prior to his break in service, then the time so used shall be deducted from any other moneys owed the employee, and each employee hereby authorizes this deduction and shall sign a proper authorization in favor of the Township reflecting this authorization.

## **ARTICLE 21 VACATION**

### **Section 21.1**

Effective on January 1, 2006, each employee regularly assigned to a fifty-six (56) hour work week shall be entitled to paid vacation leave, as follows:

<b><u>SERVICE</u></b>	<b><u>VACATION TIME</u></b>
After 1 year service	6 duty days or 144 hours
After 5 years service	8 duty days or 192 hours
After 10 years service	10 duty days or 240 hours
After 15 years service	12 duty days or 288 hours
After 20 years service	15 duty days or 360 hours

### **Section 21.2**

Members shall receive their applicable allocation of vacation leave starting on the first anniversary of their appointment to full-time employee status and the applicable number of days/hours on their anniversary date thereafter.

### **Section 21.3**

A Member may take vacation time subject to the following rules:

- A. Vacation preferences shall be scheduled with and are subject to the approval of the Fire Chief, and shall be submitted not later than January 15th of each calendar year, with scheduling preference being given to those Members having the greater number of years of continuous active service with the Township;
- B. Scheduled vacation preferences may be changed, provided, that such change does not result in changing, altering, or otherwise affecting the previously scheduled vacation preference of any other Member;
- C. A Member who fails to schedule his vacation preference on or before January 15th of each calendar year may, subject to the approval of the Fire Chief, schedule his vacation after such time. However, such scheduling shall not result in any change, alteration, or otherwise affect the previously scheduled vacation preference of any other Member;

D. For purposes of scheduling vacation, only one (1) Employee may be off on vacation, holiday and/or personal time at any one time during a shift unless otherwise directed by the Fire Chief.

E. Vacation time shall be scheduled at least forty-eight (48) hours in advance, with the approval of and in the absolute discretion of the Fire Chief and/or his designee, and shall be taken in a two hour (2) minimum with succeeding one (1) hour increments.

F. A Member may “carry-over” forty-eight (48) hours of vacation leave from one year to the next.

G. Vacation leave may only be scheduled within the then-current calendar year.

Notwithstanding anything to the contrary contained herein or elsewhere, in emergency types of situations and those involving unforeseen and/or substantially changed circumstances, the Fire Chief shall have the authority to modify the number of personnel that may be off at any one time, while said situation and/or circumstance exists. Those Members who have had their vacation denied and/or canceled by the Fire Chief as a result of such situation or circumstance will have the ability to carry over the same number of days denied and/or canceled by the Fire Chief into the next following calendar year.

#### **Section 21.4**

For purposes of this Agreement and this Agreement only, Employees shall receive their allotment of Vacation Leave on January 1, 2015, as detailed above in Section 21.1, except that allocation shall be prorated as follows: For every month of service from January 1 to the Employee’s anniversary date within calendar year 2015, the Employee shall receive twenty-four hours of Vacation Leave. For example, an Employee with a June anniversary date would receive six (6) days (or 144 hours) of Vacation Leave on January 1, 2015. On the Employee’s anniversary date, they would then receive their full allocation of Vacation Leave as detailed in Section 21.1. The Employee’s next allocation of Vacation Leave would occur on their anniversary date in calendar year 2016. An Employee may elect on their anniversary date in 2015, pursuant to Section 21.3(F), to carry-over forty-eight (48) hours of vacation allotted to them through this proration process.

## **ARTICLE 22 SPECIAL LEAVE**

#### **Section 22.1**

In addition to other leaves authorized herein, the Board of Trustees may authorize special leaves of absence with or without pay, which exercise of discretion on the part of the Board of Trustees is not grievable or otherwise appealable.

## **Section 22.2**

An Employee, while serving upon a jury in any court of record, will be paid such Employee's regular salary for each workday during the period of time so served. Upon receipt of payment for jury service, the Employee shall submit jury duty fees to the Fire Chief who will then deposit such funds with the Township Clerk. Time so served shall be deemed active and continuous service for all purposes.

## **Section 22.3**

In the event of the death of an Employee's "immediate family member," an Employee shall be entitled to up to three (3) consecutive duty days for a funeral service and/or burial, if needed for these purposes. In the event of the death of an Employee's "extended family member," an Employee shall be entitled to up to two (2) duty day for a funeral service or burial, if needed for these purposes. The term "immediate family member" shall include the Employee's: current spouse, significant other (as used in this definition means one who stands in place of a spouse and who resides with the Employee), child, parent, sibling, grandparent, grandchildren, brother/sister in-law, son/daughter in-law, current step-parent, current step-child, current mother/father in-law, step-siblings, or a legal guardian who stands in the place of a parent. The term "extended family member" shall include the Employee's: other relation(s) by blood or marriage. At any time an Employee is suspected of abusing funeral leave, the Employee shall provide the Employer with written documentation/verification, as may be requested by the Employer. At any time an Employee abuses funeral leave, which can be proven as abuse, said Employee shall be subject to disciplinary procedures as provided in this Agreement.

## **Section 22.4 - Court Leave**

Time off with pay shall be allowed Employees who are required by the Township to attend any court of record, including arbitration proceedings, as a witness for the Township in civil matters. Upon receipt of payment for witness service the Employee shall submit witness fees to the Fire Chief who will then deposit such funds with the Township Clerk.

## **Section 22.5 - Military Leave**

Requests for military leave and compensation, if any, relating thereto, will be governed by applicable law.

## **Section 22.6 - Maternity/Paternity Leave**

A full-time female or male Employee with more than one (1) year of continuous active service with the Township shall be entitled to Maternity/Paternity Leave. Maternity/Paternity Leave shall consist of one-hundred twenty (120) hours (5 duty days) of paid leave to be used for the period immediately following the birth of an Employee's child or the legal adoption of a child. Maternity/Paternity Leave is limited to a female Employee or the pregnancy of a married spouse or significant other of a male Employee. Maternity/Paternity Leave is limited to and may only be used for the Employee's five (5) duty days immediately following the day that the

Employee's child is born. Upon confirmation of her pregnancy or the pregnancy of the male Employee's spouse or significant other, the Employee shall provide the Fire Chief with an adequate written statement identifying the expected date of delivery. All Maternity/Paternity leave must be approved in advance by the Fire Chief. The start of Maternity/Paternity Leave may begin earlier than the delivery date if requested by the Employee and approved by the Fire Chief, in his sole and absolute discretion. After Maternity/Paternity Leave, the Employee will be reinstated without any break in service. Any maternity/paternity/pregnancy leave that may be mandated by Federal or State law, should it become applicable to Scioto Township, shall run concurrently with this provision.

### **Section 22.7 - Pregnancy Leave**

- A. This Section only applies to pregnant, full-time female employees. It does not apply or cover any pre-pregnancy or post-birth time frames.
- B. Although encouraged, there will be no requirement for the full-time employee to report her pregnancy to the Fire Chief.
- C. Temporary light duty may be granted by the Fire Chief in his discretion (based on departmental needs) upon written request received from the pregnant, full-time female employee when supported with written documentation from the employee's treating physician that the full-time female employee is unable to perform the essential functions of the job and should be placed on light duty. The Fire Chief is under no obligation to grant temporary light duty.
- D. Temporary light duty is limited to and shall not exceed 90 consecutive calendar days. Once the employee elects to start this policy, it shall not be stopped – i.e., the employee cannot go in and out of this duty assignment. The temporary light duty will end either upon the earliest of: 90 consecutive calendar days; upon the birth of the child; or when terminated based upon departmental needs.
- E. The employee's work hours shall be scheduled at the sole and absolute discretion of the Fire Chief. The employee will be required to work a minimum of forty (40) hours per week.
- F. The employee shall be required to use their accrued leave when requesting time off from work during their scheduled light duty hours – i.e., no flex time.
- G. Consistent with the physical limitations imposed by the employee's treating physician, the full-time female employee shall be required to perform any and all duties and/or work assignments as assigned by the Fire Chief.
- H. Consistent with Article 24.3, the employee may be subject to examination by the Township's physician at any time and at the township's expense.

I. The employee shall wear their duty uniform or business-appropriate attire as determined in the sole and absolute discretion of the Fire Chief. The Township shall not be required to purchase additional uniforms or clothing for the employee.

J. This policy or temporary light duty assignment is not grievable.

K. If the employee decides to terminate this temporary duty assignment prior to the expiration of the 120 days OR the employee's treating physician determines that the employee cannot continue to perform the expected duties, the temporary duty assignment is terminated and the employee shall be required to utilize any accrued leave and/or apply for an unpaid leave of absence pursuant to the relevant terms of this Collective Bargaining Agreement.

L. A full-time female employee may only request Pregnancy Light Duty once in a rolling twelve (12) month period.

### **Section 22.8**

At no time shall the Captain and Senior Firefighter be off duty on scheduled leave concurrently. For purposes of scheduling vacation, holiday, and/or personal time, only one (1) Employee between the Captain and Senior Firefighter may be off on vacation, holiday and/or personal time at any one time during a shift unless otherwise directed by the Fire Chief. This clause shall only take effect once personnel are appointed to both the positions of Captain and Senior Firefighter.

## **ARTICLE 23 SAFETY**

### **Section 23.1**

It shall be the responsibility of the fire department to provide a safe, healthy work environment for its members. The fire department shall research, develop, implement, and enforce an occupational safety and health program that recognized and reduces the inherent risks involved in the operations of a fire department.

### **Section 23.2**

Each individual member of the Fire Department shall cooperate, participate, and comply with the provisions of the occupational safety and health program.

### **Section 23.3**

The Union shall cooperate with the fire department by representing the interests and the welfare of the members in the research, development, and implementation of the occupational

safety and health program.

#### **Section 23.4**

The Union shall have the right to represent the individual and collective rights of its members in the occupational safety and health program.

#### **Section 23.5**

An occupational safety and health committee shall be established and shall serve in an advisory capacity to the Fire Chief. The committee shall include representatives of fire department management, and individual members or representatives of the Union, and may include other persons. Representatives of the Union shall be selected by their respective organization, but other committee members shall be appointed by the Fire Chief. The total number of persons placed on the safety committee, shall not exceed two from the Union, and four assigned by the Fire Chief.

#### **Section 23.6**

The purpose of this committee shall be to conduct research, develop recommendations, and study and review matters pertaining to occupational safety and health within the Fire Department.

#### **Section 23.7**

The committee shall hold regularly scheduled meetings at least every six (6) months and shall hold special meetings whenever necessary. Written minutes of each meeting shall be retained and made available to all members.

#### **Section 23.8**

The Fire Department shall establish and maintain a training and education program with a goal of preventing occupational accidents, death, injuries, and illnesses.

#### **Section 23.9**

It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide, within the limits of its financial ability, safe working conditions, tools, equipment and working methods for its employees. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working methods are followed by the employees. Each employee accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions must be reported to the Lieutenant or Chief as soon as said unsafe working conditions are known. For reporting purposes, these conditions shall be reported upon a Safety Report Form to be jointly developed by the parties.

**Section 23.10**

The Employer acknowledges the need for a contagious/ infectious disease program, and shall institute such policy to writing.

**Section 23.11**

Fire Stations shall be provided with the necessary hardware and devices to ensure safety of employees during the night time hours between 22:00 hours, and 07:00 hours. Such devices shall allow for a silent watchman, and provide security for the fire stations when vacated for any reason. These devices provided by the Township shall be used and activated by appropriate department personnel.

**Section 23.12**

The Department will make a reasonable effort to man each unit/shift with a minimum of four (4) Employees on-duty at the station at all appropriate times. This provision shall not be deemed to require four (4) Employees to be present at every Township fire station. Furthermore, but excluding the Fire Chief, staffing may be accomplished by the use of any full-time, part-time and/or volunteer personnel, or any combination thereof, a portion of this combination, though, shall consist of a minimum of two (2) full-time Employees. In addition, intermittent lapses in manpower coverage will not cause the Township to be in breach of this provision.

**ARTICLE 24**  
**EMPLOYEE PHYSICALS & PHYSICAL FITNESS**

**Section 24.1**

The Employer reserves the right but is not obligated to place an employee who suffers occupational injury or disease arising out of or in the course of employment which makes it impossible or medically unsuitable to perform the duties of his job, in another job whose duties he can perform, notwithstanding any other provisions of this Agreement.

**Section 24.2**

Unless otherwise provided by law, an employee's medical records shall remain confidential between the employee and the attending physician except where the medical information is relevant to the capability of performing the duties of the position, sick leave, disability or injury leave, Worker's Compensation or Insurance benefits, or is relevant to a dispute arising under this Agreement, in which case(s), the Employer shall be permitted access to all such records. Employees' medical records are confidential and will be maintained in a file which is separate from the personnel file.

### **Section 24.3**

The Fire Chief may require an Employee to be examined and approved fit for duty by a physician designated and paid for by the Township in those instances where it is believed that the Employee may not be able to fulfill all of the duties of the Employee's position without restriction due to a chronic medical (i.e. physical or mental) condition. In the event the physician determines the Employee is not physically or mentally capable of performing the Employee's duties as a Firefighter, Firefighter/Paramedic, Senior Firefighter or Captain, and the Employee disagrees with the determination, the Employee may obtain, at his cost, an opinion from a physician selected by the Employee. If the second opinion differs from the original determination, the Fire Chief may require that the Member obtain a third opinion from a physician. The third physician shall be selected by the mutual agreement of the Township's first physician and the Employee's physician. This third physician shall be paid for by the Township. The opinion of the third physician shall be final and binding on both the Township and Employee. In the case of each such examination, the Employee shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, as a result of such examination(s), it is determined that the Employee is not physically or mentally capable of performing the Employee's duties as a Firefighter, Firefighter/Paramedic, Senior Firefighter, or Captain, the Employee will be given up to a six (6) month period of time to rehabilitate his/her condition. This rehabilitation period may be extended at the recommendation of the Township's physician and in the sole and absolute discretion of the Board of Trustees. The Member's rehabilitation shall be prescribed and directed by the second Township physician. During this six (6) month rehabilitation period, the Township may reasonably accommodate the Employee and assign him/her to any suitable position to the extent such accommodation is practicable within the Department. If no position is available, the Member shall utilize sick leave and Vacation leave, or, alternatively such other paid leave time as may be available to the Employee. During any rehabilitation period, the Fire Chief may require the Employee to provide progress reports from the Employee's attending physician and/or to submit to an examination(s) by a physician designated and paid for by the Township. In all cases, the Employee shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, at the end of the six (6) month rehabilitation period, or such longer period as the Employee is able to utilize as a result of paid leave accrued to his credit, the Employee remains unable to perform his duties, the Employee may be separated from service.

- i. In addition to and notwithstanding anything to the contrary contained herein, the Fire Chief may place a Employee on sick leave (or, if none is available, on another form of the Employee's accrued paid leave or, if none, on unpaid leave) in those instances where it is believed that the Employee may not be able to fulfill all of the duties of the Employee's position without restriction due to a temporary medical (i.e. physical or mental) condition. The Fire Chief may require the Employee to provide a satisfactory medical clearance prior to the Employee's return to duty.
- ii. The Township may, at its option and its expense, institute and require Employees to participate in an occupational health program designed, in part, to provide: rehabilitative services in cases of illness or

injury; transitional work program; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may be determined.

#### **Section 24.4**

The Township shall provide each Employee an annual physical to occur on or about the Employee's birthday. The annual physical shall include:

- i. Occupational Medical Evaluation of Member to follow NFPA 1582; and,
- ii. Occupational Fitness Evaluation of Member to follow NFPA 1582/1583 with the following provisions:
  - a. Each Employee shall undergo and successfully complete a Occupational Fitness Evaluation pursuant to applicable NFPA standards, or reduced standards where recommended by the Township Physician. A satisfactory evaluation shall mean that the Employee has achieved a minimum score of ten (10) M.E.T.S.
  - b. If an Employee scores less than ten (10) M.E.T.S., the Employee shall be subject to the Health and Fitness Regimen provisions in Section 24.5 of this Agreement. The Occupational Fitness Evaluation shall be scheduled and occur in connection with Employee's Annual Physical. In the event that an Employee is unable, for medical reasons, to perform the Occupational Fitness Evaluation at the scheduled time, the Employee shall notify the Fire Chief and submit written documentation from the Employee's treating physician to the Township's Physician for review and approval of a deferral. If the medical condition continues, this documentation must be re-submitted to the Township's Physician each sixty (60) days until the medical condition is remedied. Employees may only receive a medical deferral of the Occupational Fitness Evaluation if they are medically incapable of performing the evaluation, as determined by the Township's Physician. Decisions concerning deferrals will take into consideration input (if any) from the Employee's treating physician. In the event of a medical deferral of the Occupational Fitness Evaluation, the Fire Chief may, pursuant to Section 24.3 of this Agreement, require a Fitness-for-Duty evaluation.
- iii. The Township reserves the right to deviate from NFPA 1582/1583 to a lesser requirement when so advised by the Township's Physician.
- iv. For the period of calendar year 2015 and 2015 only, the Occupational Fitness Evaluation rehabilitation period and steps shall be held in abeyance.
- v. The Employee's failure to successfully complete and/or pass any portion of the Annual Physical or Occupational Fitness Evaluation shall not be grievable (i.e. an Employee has no recourse to the grievance procedure in this Agreement) nor may an Employee or Union appeal or otherwise challenge the Employee's failure to successfully complete

and/or pass any portion of such evaluations in any court or other tribunal or body. An Employee or the Union MAY grieve the Township's failure to follow the process and/or procedures prescribed in Section 24.

- vi. The cost of the Employee's Annual Physical shall be paid by the Township. If an Employee must resubmit to the Occupational Fitness Evaluation at six months, one year, or two years from the initial Occupational Fitness Evaluation because they did not score 10 METS on the initial Evaluation, the costs for those successor Evaluations shall be divided as follows:
  - a. When the Employee scores 10 METS on a successor test, the Township shall pay the full cost;
  - b. When the Employee scores between 8 and 10 METS AND this successor score is an improvement from the previous score, the Township and the Employee shall equally divide the cost of the Evaluation;
  - c. When the Employee scores less than 8 METS on any successor Evaluation, the Employee shall be solely responsible for the cost of the Evaluation.
- vii. The Township shall cover the reasonable costs involved with the health and fitness regimen as recommended/prescribed by the Township's Physician, exercise physiologist, and/or nutritionist. The Township shall cover these costs for the first six (6) months of an Employee's rehabilitation regimen and the second six (6) months of an Employee's regimen IF the Employee is demonstrating improvement from their first Evaluation score.
- viii. Compliance with any prescribed course of treatment and/or regimen of diet and/or exercise as determined by the Township Physician shall be mandatory and subject to disciplinary action for the Employee's failure to comply.
- ix. If an Employee is placed on an unpaid leave of absence through the Annual Physical or Occupational Fitness Evaluation, that unpaid leave of absence shall be in compliance with and subject to the applicable provisions of this Agreement.
- x. For any new Employee hired effective January 1, 2015, successfully completing the Annual Physical shall remain a condition of continued employment with the Township (Section 2.4 of the collective bargaining agreement). – REMOVE????

### **Section 24.5**

- i. Rehabilitation Resulting From Occupational Medical Evaluation or Other Limiting Conditions(s):
  - a. If an Employee's Annual Physical reveals a condition that limits the Employee's ability to safely and effectively perform all of the essential functions of their job without restriction, the Employee shall first be placed

on accrued leave, if no accrued leave is available, the Employee may be placed on unpaid leave of absence by the Board of Trustees, until such time as the condition is relieved and/or the Employee is able to seek treatment and remedy the condition with their personal physician. Before returning to duty, the Employee shall obtain medical clearance from the Township's Physician that they can safely and effectively perform all of the essential functions of their job without restriction.

ii. Rehabilitation Resulting From Occupational Fitness Evaluation:

a. If an Employee's Occupational Fitness Evaluation results in a score of 8 M.E.T.S. but less than 10 M.E.T.S., the Employee shall remain on duty in full capacity.

i. The Employee shall comply with a regimen of diet and/or exercise as prescribed by the Township's Physician, exercise physiologist, and/or nutritionist. The Employee's failure to comply with the regimen prescribed by the Township's Physician may result in disciplinary action. The Township shall pay the reasonable cost(s) involved with the prescribed regimen.

ii. At the completion of the recommended regimen (but no more than six (6) months) from the initial test, the Employee shall undergo a second Occupational Fitness Evaluation. If the Employee successfully passes this second Evaluation by scoring 10 METS, the Township shall pay the cost of the Evaluation.

iii. If the Employee scores a higher MET level than the initial Evaluation (but still less than 10 METS), the Employee shall remain on duty for a period of up to another six (6) months in full capacity.

1. The Township and the Employee shall equally share the cost of this second Evaluation.

2. The Township shall continue to pay the reasonable costs of any health/fitness regimen

iv. At the end of the second six month period (one year from the initial Evaluation), the Employee shall undergo another Evaluation.

1. If the Employee does not score a minimum of 10 METS at this Evaluation, the Employee shall be placed on their accumulated paid leave and/or an unpaid leave of absence for a period of up to one (1) year (two years from the initial Evaluation).

2. This Evaluation and any health/fitness regimen shall be at the Employee's cost, if they do not successfully achieve 10 METS.

v. At the end of two years from the initial Evaluation, the Employee will undergo another Evaluation. The Employee must score 10 METS and be returned to full-duty. If the Employee scores anything less than 10 METS, the Employee will be separated from employment with the Township.

b.If an Employee's Occupational Fitness Evaluation results in a score of less than 8 M.E.T.S. the Employee shall be placed on restricted duty by the Fire Chief, based on the Township Physician's recommendations..

i. The Employee shall comply with a regimen of diet and/or exercise as prescribed by the Township's Physician, exercise physiologist, and/or nutritionist. The Employee's failure to comply with the regimen prescribed by the Township's Physician may result in disciplinary action. The Township shall pay the reasonable cost(s) involved with the prescribed regimen.

ii. At the completion of the recommended regimen (but no more than six (6) months) from the initial test, the Employee shall undergo a second Occupational Fitness Evaluation.

1.If the Employee successfully passes this second Evaluation by scoring 10 METS, the Township shall pay the cost of the Evaluation.

2.If the Employee scores between 8 and 10 METS (but still less than 10 METS), the Employee shall remain on duty for a period of up to another six (6) months in full capacity.

a. The Township and the Employee shall equally share the cost of this second Evaluation.

b.The Township shall continue to pay the reasonable costs of any health/fitness regimen

3.If the Employee scores less than 8 METS, the Employee shall be placed on their accrued leave and/or an unpaid leave of absence for an additional six (6) months.

a.The Employee shall pay the cost of this second Evaluation.

b.The Employee shall pay the cost of any health/fitness regimen.

iii. At the end of the second six month period (one year from the initial Evaluation), the Employee shall undergo another Evaluation.

1.If the Employee does not score a minimum of 10 METS at this Evaluation, the Employee shall be placed on their

accumulated paid leave and/or an unpaid leave of absence for a period of up to one (1) year (two years from the initial Evaluation).

2. This Evaluation and any health/fitness regimen shall be at the Employee's cost, if they do not successfully achieve 10 METS.

- iv. At the end of two years from the initial Evaluation, the Employee will undergo another Evaluation. The Employee must score 10 METS and be returned to full-duty. If the Employee scores anything less than 10 METS, the Employee will be separated from employment with the Township.

## **Section 24.6**

In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and Union to ensure that Employees possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township and Union will collaborate to develop and implement a physical fitness program ("PFP") which generally follows the guidelines of the "Joint Fitness and Wellness Initiative" as adopted by the International Association of Firefighters and the International Association of Fire Chiefs. The purpose of PFP is not punitive in nature, and it is not the intention of the Township to discipline participating Employees who are physically capable of performing the Employees' duties, but who nevertheless do not meet targeted physical fitness objectives of the PFP.

A. The Union, Employee(s) shall be required to assist in the development, implementation and monitoring of the PFP; subject, however, to the right of the Fire Chief to approve or disapprove any action which, in the Chief's opinion, inhibits the Fire Department's ability to respond to emergency calls. In addition, the Fire Chief may designate an Employee to serve as the program coordinator of the PFP.

B. It is anticipated that the PFP will consist of numerous factors, including physical assessments, testing, examinations and fitness training. Employees shall, to the best of their ability, cooperate with and participate in all phases of the PFP.

C. An Employee who does not meet the physical fitness criteria established by the PFP may be required to follow a specified physical fitness program. Employees directed to follow such program will be subject to on-going evaluation in order to monitor the Employee's progress toward meeting the fitness criteria.

D. A participating Employee who is physically capable of performing his duties will not be disciplined for failing to meet the targeted physical fitness criteria. However, an Employee will be disciplined for failing to either cooperate with or participate to the best of their ability in the PFP.

E. The Employer and the Union agree that until such time as this program can be properly equipped and funded, as determined by the Fire Chief, the Physical Fitness Program will be suspended.

F. This Article 24.6 is superseded in terms of fitness requirements and processes/procedures wherein those requirements, processes, and/or procedures are otherwise defined or addressed elsewhere in this Agreement.

## **ARTICLE 25 SICK LEAVE**

### **Section 25.1**

An Employee designated to work an average fifty-six (56) hour work week shall accrue sick leave with pay at the rate of eighteen (18) hours for each fully completed calendar month in which the Employee is in active and paid service with the Township.

### **Section 25.2**

Sick leave may accrue and be accumulated and carried over from year to year; provided, however, that sick leave may only be accumulated up to a maximum amount of one thousand six hundred eighty (1,680) hours. At the end of each calendar year, any Employee having sick leave in excess of the maximum allowable amount (i.e. 1,680 hours) will be paid at the rate of twenty-five percent (25%) for these excess hours. Payment shall be made on the second pay period in January of the following year.

### **Section 25.3**

When sick leave is used, it shall be deducted from the Employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave with pay may be granted only upon the approval of the Fire Chief for the following reasons:

1. Sickness of the Employee where such sickness renders the Employee incapable of performing the Employee's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant Employee, where such condition renders the Employee incapable of performing the Employee's regular duties or restricted duties, if available, during the Employee's pregnancy.
2. Injury to the Employee where such injury renders the Employee incapable of performing the Employee's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the Employee's employment with the Township.

3. Medical, dental, or optical consultation or treatment of the Employee when the same cannot be obtained during off duty time, provided that the Employee schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the Employee's return to duty, the Fire Chief may require the Employee to furnish a certificate from the doctor confirming the Employee's attendance at the consultation or treatment.

4. Sickness or injury of a person of the Employee's immediate family residing in the Employee's household which urgently requires the presence of the Employee at home. Once the initial emergency is over, sick leave will not be granted merely because continuing care is desired. Employees shall be granted no more than two (2) work days in any calendar year for sickness in the immediate family requiring the presence of the Employee at home; provided, however, that in cases of the birth of a Employee's child, Employees may be granted up to an additional two (2) work days in any such calendar year if needed for such event. The Employee may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick time. For purposes of clarification only, this section is designed to prohibit an Employee from using sick leave for long-term, in-home care of an immediate family member.

5. Quarantine of an Employee because of exposure to a contagious disease or chemical spills. The Employee may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick leave.

6. In the event an Employee uses all injury leave time, and is still unable to return to duty, the Employee may, with the approval of the Board of Trustees, use any sick leave and vacation time to which the Employee is otherwise entitled.

7. The Fire Chief may, from time to time, require an Employee to be examined and approved fit for duty by a licensed medical practitioner designated and paid for by the Township in those instances where it is believed that the Employee may not be able to fulfill all of the duties of the Employee's position without restriction. In such event, the Fire Chief may place the Employee on sick leave or any other form of accrued paid leave or, if none, unpaid leave until a satisfactory medical certificate is received.

8. When sick leave is used, the Employee shall notify the Employee's immediate supervisor and/or such other person(s) as the Fire Chief may, from time to time, designate, of the Employee's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency making such notification impossible, occur no later than 6:00 A.M. prior to the start of the Employee's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Fire Chief.

9. If a Employee's illness or injury results in a Employee exhausting such Employee's sick leave balance, the Employee may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's

sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, Employees unable to return to full duty may also be subject to removal by the Board.

10. Employees failing to comply with any rule or regulation dealing with the use of sick leave (including, but not limited to, those outlined in this Article) may be refused payment for time otherwise taken as sick leave.

#### **Section 25.4**

Except as otherwise specifically provided herein, an Employee shall not be entitled to receive any payment for any unused sick leave. Upon death of an Employee occurring in the line of duty, the Employee's surviving spouse or, secondarily, the Employee's estate, shall be paid for the full value (100%) of the Employee's accrued but unused sick leave. Upon an Employee's retirement from employment with Scioto Township, the Employee shall be paid for half (50%) of the Employee's accrued but unused sick leave, provided that the maximum amount paid shall not exceed the value of seven hundred (720) hours. Upon an Employee's voluntary termination of their employment with Scioto Township, the Employee shall be paid for one quarter (25%) of the Employee's accrued but unused sick leave, provided that the maximum amount paid shall not exceed the value of three hundred sixty (360) hours of such leave. Payment shall be based upon the Employee's regular hourly rate of pay at the date of death, retirement, or separation of employment, and shall be made within thirty (30) days of the date of death, retirement, or separation of employment. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the Employee.

#### **Section 25.5**

Notwithstanding anything to the contrary contained herein, the Fire Chief or the Board of Trustees may, from time to time, require evidence as to the adequacy of the reason for any Employee's absence during the time for which sick leave is requested, including, but not limited to, a medical certificate from a licensed practitioner designated and paid for by the Township verifying proper use of sick leave pursuant to the provisions hereof. Unless otherwise directed by the Fire Chief, sick leave usage of two (2) consecutive duty days in a calendar year shall require a medical certificate from a licensed physician verifying the proper use of sick leave and clearing the Employee's return to duty. This medical certification shall be given to the Fire Chief on the first day the Employee returns to duty. In all cases, an Employee will be required to furnish a written, signed statement to justify the use of sick leave. Furthermore, a Township representative and/or designee may, at any time, call upon an Employee at such Employee's home or other place of confinement or convalescence while the Employee is absent from work based upon a claim of sick leave use.

#### **Section 25.6**

Sick leave is a privilege and falsification of a written request, physician's excuse or any other false statement, as well as any abuse of sick leave, may be grounds for severe disciplinary action. As previously noted, the Township may, at any time and from time to time, require a

medical examination of any Employee whose illness or injury is used as a basis for a sick leave request. In addition, or in the alternative, a Township representative and/or designee may call upon an Employee at such Employee's home or other place of confinement or convalescence while the Employee is absent from work based upon a claim of sick leave use.

A. In the event that an Employee is suspected of abusing sick leave, the Township may require the Employee to justify the Employee's use of sick leave by obtaining a physician's certificate, at Township expense, from a physician designated by the Township. In addition, or in the alternative, the Township may require the Employee to provide a physician's certificate from the Employee's own doctor and at such Employee's own expense, or other verification of illness or injury acceptable to the Fire Chief, for the present absence, and any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Grounds for suspicion of abuse shall include, but not be limited to, information received by the Township that the Employee is, or was, during any day for which sick leave is claimed:

1. Engaging in other employment;
2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
3. Absent from home or place of confinement or convalescence when called or visited by a representative of the Township, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a dated receipt for the purchase of medicines from a pharmacy or an acceptable explanation) that the Employee's absence was for reasons directly related to the treatment of such Employee's illness or injury. A failure to answer the telephone when called by a Township representative or to return a message within twenty-four (24) hours, shall be deemed being absent from home and an actual abuse of sick leave, and shall be grounds for such disciplinary action as may be determined by the Fire Chief;
4. Using sick leave on a holiday. (If a Employee uses sick leave on a holiday and furnishes an acceptable physician's medical certificate in accordance with this Article which satisfactorily verifies proper use of sick leave, then that particular absence shall not be deemed grounds for suspicion of abuse.);
5. Using sick leave immediately before and/or after a holiday or an Employee's use of personal and/or vacation time. (Notwithstanding anything to the contrary, a Employee using sick leave in this manner shall provide a certificate from the Employee's own doctor, or if directed by the Fire Chief, from a physician designated and paid for by the Township, verifying proper use of sick leave pursuant to the provisions hereof. Failure to provide such a certificate upon the Employee's first return to duty shall result in the Employee forfeiting, without pay, the sick time so used.)

B. Actual abuse of sick leave (including, without limitation, failure to answer the telephone when called by a Township representative or verification as to the accuracy of any other ground upon which a suspicion of abuse was based) or falsification of either a written signed statement by the Employee or a physician's certificate shall also subject a Employee to severe disciplinary action, up to and including discharge.

C. Any Employee who is suspected of abusing sick leave shall be confronted with such suspicion by the Fire Chief and given an opportunity to explain the Employee's use of sick leave prior to either disciplinary action or being required to produce a physician's certificate for future absences as set forth above.

### **Section 25.7**

While an employee is on an approved, paid leave of absence as a result of the use of sick leave, the employee shall continue to receive all required compensation and fringe benefits including accumulation of sick leave, holiday time, personal time, vacation time and the seniority attached to his normally assigned position.

### **Section 25.8**

Employees may donate sick leave to and for use by other employees only in accordance with the terms of this Section 25.8.

A. An employee who has depleted all of such employee's sick leave may receive donated sick leave for use only up to the number of hours the employee is scheduled to work in a work period.

B. Employees may request to donate their sick leave to another qualified employee if the donating employee:

1. voluntarily elects to donate sick leave and does so with the understanding that the donation will not be returned;
2. donates sick leave in increments of 24 hours, with each maximum donation not to exceed twenty-five percent of an employee's current accrued sick leave hours;
3. has a sick leave balance of at least 120 hours following the donation; and
4. submits a fully completed and signed "Request to Donate Sick Leave Form" (a copy of which is attached hereto as Appendix B) to the Fire Chief before the receiving employee's sick leave balance falls below 72 hours.

C. The Fire Chief shall, upon or with such conditions as he deems necessary, approve or disapprove the proposed donation. The decision of the Fire Chief as well as

any action taken hereunder by the Fire Chief shall not be subject to grievance, challenge or appeal.

D. Donated sick leave hours will not be returned to a donating employee. If such hours are not used in the work period in which these hours were to be applied, the donated hours will be forfeited unless the First Chief allows such hours to be carried over for use in the next following work period.

E. Employees who resign or are terminated are not permitted to donate or otherwise transfer any remaining sick leave balance.

F. Any sick leave accrued by an employee while using donated sick leave shall be used before any additional donated sick leave is used.

## **ARTICLE 26**

### **JOB-RELATED MEDICAL LEAVE OF ABSENCE**

#### **Section 26.1**

All Employees may, subject to the approval of the Board of Trustees, be granted a medical leave of absence, for each service-connected injury, provided such injury is reported to the Employee's immediate supervisor and the Fire Chief not more than twenty-four (24) hours from the time such injury occurs. This grant shall be subject to such conditions as the Board may determine. In addition, the Board may grant, in their sole and absolute discretion, a medical leave of absence with or without pay. Service-connected injuries are defined as injuries received while acting within the scope of and arising out of an Employee's employment as a full-time firefighter with the Township. Injuries occurring other than in the scheduled and paid working hours shall be presumed to be non-service-connected.

#### **Section 26.2**

Upon a Employee's timely report of a service-connected injury, the report of the cause of the injury, signed by the immediate supervisor and the Fire Chief, shall be submitted to the Board of Trustees as soon as practicable. No Employee shall be granted a medical leave of absence unless authorized by the Board of Trustees. The Board of Trustees may periodically require the Employee be examined by a physician appointed and paid for by the Township. As a further condition of receipt of a medical leave of absence, the Employee shall release to the Board of Trustees all medical information and reports generated by or used in connection with any such examination. No Employee on medical leave of absence shall return to work without the written approval of a physician or the Board of Trustees. If, in the judgment of the Board of Trustees, the injury is or becomes such that the Employee is capable of performing the Employee's regular duties or restricted duties during the period of convalescence, the Board of

Trustees shall so notify the Employee and the Department in writing and deny and/or cancel a medical leave of absence.

**Section 26.3**

Unless otherwise determined by the Board of Trustees, an Employee on a medical leave of absence shall not accrue sick leave, holiday leave, vacation leave, and/or personal leave.

**Section 26.4**

If a medical leave of absence is approved by the Board of Trustees and the Bureau of Worker's Compensation disapproves wage and/or salary benefits in connection with the claimed service connected injury, then medical leave of absence shall be discontinued.

**Section 26.5**

Any employee, who receives benefits under the Worker's Compensation Law of the State of Ohio shall sign over his check from worker's compensation to the Township. Under no circumstance shall an employee during any period of time receive both workers compensation and job related injury leave, sick leave or any other paid leave from the Township.

**ARTICLE 27  
INSURANCE**

**Section 27.1**

An Employee shall have the opportunity to apply for health care insurance, dental care insurance and vision insurance that is uniformly provided to all other full-time employees of the Township in accordance with and subject to the terms and conditions as contained herein and in the insurance policies and/or plans therefore as may be maintained, from time to time, by the Township. In the case of a break in service and unless otherwise required or permitted by law, the Township shall comply with the requirements of applicable law as it relates to the continuation of health care plan benefits. The Board of Trustees may change carriers, plans, coverages and/or levels of coverage upon 30 days advance notice to the Union. The Board may create an advisory committee of Township employees and officers (which will include at least one Union representative) to investigate coverages available for purposes of making an advisory, nonbinding recommendation to the Board. The Board will consider, but is not bound by, any recommendation prior to determining which carrier, plan, coverage and/or levels of coverage the Board determines to provide. The Union, via the advisory committee, shall have the opportunity to discuss with the Board of Trustees available health care, dental care, and vision insurance options, and to provide input regarding these options.

**Section 27.2**

Employees electing to participate in the Township’s health insurance program, the Township shall pay 90% of Employee’s (and, if applicable, the Employee’s family) premium for said coverage and the Employee shall pay the remaining 10% of the premium for said coverage. The monthly premium for health insurance shall be deducted from the Employee’s bi-monthly pay in two (2) equal installments. An Employee’s payment shall be due and payable at such time as directed by the Township, and the Township is hereby authorized to automatically deduct the amount from the Employee’s wages. Employees shall also sign an authorization for such deduction upon request of the Township.

**Section 27.3**

Effective April 1, 2012 and continuing thereafter for succeeding health insurance contractual year(s), the Township shall provide a maximum of \$500.00 toward Employees Health Reimbursement Account (H.R.A.) for their health insurance deductible(s) as outlined in the H.R.A. Plan document. The Employee shall be solely responsible for the remaining balance (i.e. in excess of \$500.00) of any deductible cost(s) incurred.

**ARTICLE 28  
WAGES**

**Section 28.1**

Effective January 1, 2015 (subject to Article 48, below), the following annual salaries and hourly rates are hereby established as the annual wage plan for the period January 1, 2015 through December 31, 2015:

**Firefighter:**

Hourly (56)	\$15.18
Overtime Rate	\$22.77
Annual	\$45,297.12

**Firefighter/Paramedic:      Step A                      Step B                      Step C**

Hourly(56)	\$12.63	\$13.83	\$15.87
Overtime Rate	\$18.95	\$20.75	\$23.81
Annual	\$37,687.92	\$41,268.72	\$47,356.08

**Senior Firefighter:              Step A                      Step B**

Hourly (56)	\$16.44	\$17.30
Overtime Rate	\$24.66	\$25.95

Annual	\$49,056.96	\$51,623.20
<b><u>Captain:</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>
Hourly (56)	\$17.79	\$18.73
Overtime	\$26.69	\$28.10
Annual	\$53,085.36	\$55,890.32

**Section 28.2 - Step Advancement**

The “A” Step shall be the minimum rate and shall be the hiring rate for, respectively, Firefighters. Advancement from Step A to the remaining Steps shall be by successive one (1) year intervals of continuous active service at each such Step. When an Employee is promoted to the rank of Senior Firefighter or Captain, the pay rate shall be at Step A and such individual shall progress to Step B after one (1) year of continuous active service in Step A. For purposes of this Agreement and this Agreement only, any incumbent Lieutenant who has reached Step B of the pay scale and is successfully promoted to Captain, shall be advanced to Step B in the Captain pay scale.

**Section 28.3 - Application of Pay Rates**

The rates of pay set forth in Section 1 are for fifty-six hour work week employees are based on full-time employment of 2,912 hours of work per year.

**Section 28.4**

All employees shall be paid on the 15th and the last day of the month, with payment being made available to each employee no later than 8:00 AM on the appropriate pay date.

**Section 28.5**

The Township and the Union agree to “reopen” this Agreement and negotiate successor wage scales for calendar years 2016 and 2017. This negotiation period shall begin on or about October 1, 2015 and shall be solely limited to the issue of wages.

**ARTICLE 29  
PAY SUPPLEMENTS**

**Section 29.1**

Whenever the Board of Trustees determines that a vacancy exists in the positions of Fire Inspector or Fire Investigator a notice of such vacancy and the required minimum qualifications shall be posted on the bulletin board of each Fire Station for a period of not less than thirty (30) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Fire Chief. The form shall provide space for the notation

of the time, date and name of the person receiving the application. The Township shall not be required to consider any applications submitted after the posting date or those of applicants who do not meet the minimum qualifications for the posted position.

**Section 29.2**

Effective on January 1, 2008, the following pay supplements shall be paid to employees having certification for, and actually assigned to and fulfilling the duties of Fire Inspector or Fire Investigator:

**Fire Inspector / Fire Investigator - \$1,000.00 per year**

**EMT-Intermediate - \$1,000.00 per year**

Effective on January 1, 2008, such pay supplements shall be paid to such employees, if it is shown that such employees have such certifications and are actually fulfilling the duties of such specified positions.

No employee shall be eligible to receive more than one (1) pay supplement at any given time unless it is shown that an employee is actually fulfilling the duties of more than one such position with the knowledge and actual implied consent of the Department.

**Section 29.3**

Pay supplements shall be paid on the pay day for the second pay period in June annually and shall be issued on a check separate from each employee's usual pay check.

**Section 29.4**

An employee shall forfeit all claims to any such pay supplements, upon the expiration of any required certification, the failure of the employee to satisfy published departmental standards, or the employee's discontinuation of active participation in his/her respective field(s).

**ARTICLE 30  
CONTINUING EDUCATION INCENTIVES**

**Section 30.1**

Non-probationary Employees shall be eligible for reimbursement of one-half (½) of the tuition cost, up to a maximum of \$3,500.00 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the Board of Trustees and are job related and which satisfy the requirements for an associates or bachelors degree that directly relates to the Employee's position. All courses undertaken must be given by an approved and accredited educational institution in Ohio approved in advance by and in the discretion of the Board of

Trustees. In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

A. Course Approval. All course work shall be submitted to the Board of Trustees for approval prior to enrollment. The Employee's request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the sponsoring institution, the institution's grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the Employee. No reimbursement will be made for course work which has not been approved, in advance of enrollment, by the Board of Trustees.

B. Attendance. Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires an Employee's presence on the job (i.e., mandatory classes, training, emergency overtime or the like) shall take complete and final precedence over any times scheduled for courses.

C. Financial Assistance. Financial assistance from any governmental or private agency available to an Employee, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the Employee may otherwise be eligible for under this Article.

D. Sponsoring Institution. No reimbursement shall be provided for correspondence courses. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the Employee's request, both the course and the sponsoring institution shall be subject to the prior approval of the Board of Trustees.

E. Ineligible Fees. No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction.

F. Grades. No reimbursement shall be made or considered due for any course work in which the Employee receives a grade less than a C+ (or a GPA of 2.5 on a 4.0 scale). Courses having no grading scale (such as pass/fail) shall be ineligible for reimbursement.

### **Section 30.2**

Reimbursement will be made within a reasonable period of time after the Employee presents to the Board of Trustees (a) an official transcript, certificate or grade report confirming successful completion of the course with a grade of "C+" (i.e. GPA of 2.5) or better; (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill from the institution.

### **Section 30.3**

If an Employee resigns or is discharged prior to the completion of three (3) years of continuous active service following the completion of any course work, the Employee shall

immediately repay the entire amount of the tuition reimbursement paid by the Township for courses taken and completed within the previous three (3) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the Employee from any monies otherwise due the Employee at the time of separation, and the Employee shall, upon request, sign an authorization to such effect.

## **ARTICLE 31 UNIFORM ALLOWANCE**

### **Section 31.1**

Upon appointment to the Fire Department, each Employee will be provided with an initial issue of uniforms and equipment at no cost to Employee. The Township will also provide each Employee with one set of turn out gear.

### **Section 31.2**

Unless otherwise determined by the Board of Trustees, the standard uniform issue for Employees will consist of the following:

- (3) Polo Shirts
- (3) Button-up Shirts
- (5) Uniform Pants
- (1) New Yorker Sweatshirt OR (1) Windbreaker OR (1) Fleece
- (5) T-shirts
- (1) Winter coat
- (1) Pair of boots

Each Employee shall be issued a complete set of uniforms, as noted above, upon their appointment to full-time status. Effective January 1, 2015 (subject to Article 48, below), each Member shall receive a complete allotment of uniforms as noted above.

### **Section 31.3**

Beginning January 1, 2015 and continuing thereafter (subject to Article 48, below), all Members shall receive an annual clothing allowance of \$400.00. Employees shall maintain required uniforms in good and acceptable condition. For these purposes, Employees shall produce all required uniforms at such time or times as may be directed by the Fire Chief. Employees shall also immediately report to their immediate supervisor uniforms which are worn out or damaged in the line of duty. Replacement of required uniform parts will be on a trade-in basis. Uniforms shall not be worn off duty, and Employees shall, at their own cost, replace those uniform parts which are damaged through their neglect.

The Fire Chief, and/or his designee, shall conduct a uniform and turn-out gear inspection

of each Member's issued uniforms and equipment in January and July of each year. Any items identified by the Fire Chief and/or his designee as needing repaired or replaced due to normal wear and tear shall be done so and deducted from the Member's Clothing Allowance (except the Member's turn-out gear ensemble) as noted below. If the Member has depleted their Clothing Allowance or the repair/replacement cost(s) exceed the balance of the Member's Clothing Allowance, the Member shall be responsible for the remaining cost(s) of the repair/replacement. For purposes of payment of this allowance, the Township may designate vendors where Employees can purchase, by use of a purchase order, required clothing. Alternatively or in addition, the Township may establish a reimbursement program to reimburse Employees for required clothing purchases, up to the \$400.00 per calendar year limitation, upon receipt of the Employee's paid invoice.

Issued uniforms and equipment damaged in the line of duty shall be replaced at the Township's cost.

#### **Section 31.4**

Upon termination, Employees shall return to the Department all turn out gear and equipment in good condition, less ordinary wear and tear.

#### **Section 31.5**

Each Employee shall be issued a "Class A" uniform. The components of the Class A uniform shall be determined at the sole and absolute discretion of the Fire Chief. The Class A uniform shall be issued to an Employee after they have completed their one (1) year Firefighter probation. The Employee shall be entitled to keep their Class A uniform upon their retirement or death in the line of duty. If the Employee separates their employment from Scioto Township for any other reason, then they shall be required to reimburse the Township for the cost of the Class A uniform, pro-rated over a period of five (5) years from the date of purchase.

#### **Section 31.6**

Each Employee shall be issued one (1) badge. The Employee shall be entitled to keep their issued badge upon their retirement or death in the line of duty. Otherwise, the determination as to whether the Employee may keep their issued badge shall be in the sole and absolute discretion of the Fire Chief.

## **ARTICLE 32 MILEAGE ALLOWANCE AND PARKING FEES**

#### **Section 32.1**

Employees required by the Employer to use their private vehicles for Fire Department business shall be compensated at the rate of the current federal IRS reimbursement rate per mile for mileage traveled, plus actual parking fees incurred. This shall not include station transfers. Receipts for parking must be provided in order for an employee to be reimbursed. All travel

expenses/reimbursement shall follow the current Township policy then in effect.

## **ARTICLE 33 SEVERABILITY**

### **Section 33.1.**

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect, and the parties shall agree to meet within thirty (30) days, to negotiate language to replace the invalid portion of the Agreement.

## **ARTICLE 34 INTERDEPARTMENTAL MAIL**

### **Section 34.1**

The Union shall be permitted reasonable use of the interdepartmental mail system for the direct distribution of information pertaining to collective bargain, contract administration and other similar business germane to the Union's role as exclusive representative of the bargaining units. The Union shall observe the requirements of this provision and Department procedures for the distribution of all such material; however, such material shall not be subject to the Employer's review. The Employer shall not in any way be responsible for the delivery and/or contents of such mail.

## **ARTICLE 35 OUTSIDE MAIL**

### **Section 35.1**

It is the policy of the Township that the Township offices shall not be used by employees as an address for receipt of personal mail. However, in the event clearly marked and identifiable personal mail is sent to an employee at the Township offices, it shall not be subject to the Township's internal review.

## **ARTICLE 36 PERSONAL TIME OFF**

**Section 36.1**

A member working an average fifty-six (56) hour work week shall be entitled to forty-eight (48) hours of personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1<sup>st</sup>. Notwithstanding the foregoing, a newly hired member working an average fifty-six (56) hour work week shall only be entitled to the following amount of personal time for the calendar year of hire; twenty-four (24) hours for those members hired between January 1 and June 30, and no personal time for members hired between July 1 and December 31.

**Section 36.2**

A member working an average forty (40) hour work week shall be entitled to sixteen (16) hours of personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1. Notwithstanding the foregoing, a newly hired member working an average forty (40) hour work week shall only be entitled to the following amount of personal time for the calendar year of hire; sixteen (16) hours for those members hired between January 1 and June 30, and eight (8) hours for members hired between July 1 and December 31.

**Section 36.3**

Personal time shall be scheduled at least forty-eight (48) hours in advance, with the approval of and in the absolute discretion of the Fire Chief and/or his designee, and shall be taken in a two hour (2) minimum with succeeding one (1) hour increments.

**Section 36.4**

Personal time is not cumulative from year to year and shall be taken during the calendar year in which it is credited, and personal time not so taken shall be forfeited without payment or compensation therefore. Notwithstanding anything to the contrary contained herein or elsewhere, in emergency types of situations and those involving unforeseen and/or substantially changed circumstances, the Fire Chief shall have the authority to modify the number of personnel that may be off at any one time, while said situation and/or circumstance exists. Those Members who have had their personal time denied and/or canceled by the Fire Chief as a result of such situation or circumstance will have the ability to carry over the same number of days denied and/or canceled by the Fire Chief into the next following calendar year. Any personal time that is carried over, though, must be used before April 1 of the following calendar year, otherwise the time is permanently forfeited.

**ARTICLE 37**  
**HEPATITIS VACCINATION/TB TESTING**

**Section 37.1**

Each employee shall be eligible to receive the series of hepatitis vaccinations, to be paid for by the Employer. It is expressly agreed and understood that this vaccination series shall only be available on strictly a voluntary basis. The Employer will, to the extent possible, endeavor to make this vaccination series available during normal working hours.

### **Section 37.2**

Employees who have been vaccinated and tested on their own, and the test determines that they do not have the proper antibodies to combat hepatitis, shall be provided the opportunity to receive one booster injection. An employee may decline to accept the hepatitis B vaccination and/or booster injection offered by the employer by executing a declination statement.

### **Section 37.3**

Any illness directly resulting from the injection of this vaccine shall be supported by the Employer as an "on-the-job" injury for purposes of an employee's filing of a worker's compensation claim.

### **Section 37.4**

The Employer shall require, on an annual basis, tuberculosis testing for all Employees.

## **ARTICLE 38 ABSENCES**

### **Section 38.1**

An Employee who intends to be absent from duty, with or without pay, shall notify the reason for such absence to the Fire Chief or officer in charge as soon as reasonably possible of the taking of an absence, which notification shall occur no later than 6:00 A.M. of the first day taken as an absence. Any unauthorized and/or unreported absence shall be considered an absence without leave and such absence may be grounds for disciplinary action.

### **Section 38.2**

No employee shall be paid for any period of absence without leave or for disciplinary reasons. Employees shall not accrue benefits (including, but not limited to, sick leave, vacation, and holiday pay) for the period of such absence. Time spent while on an absence without leave or suspension shall not be credited as time spent in service in the Fire Department.

## **ARTICLE 39 PAYROLL DEDUCTIONS**

**Section 39.1**

The Township shall continue the practice of Payroll Deductions that it currently has in operation. These payroll deductions shall include but not be limited to; Credit Union, Insurance, Union Dues, Ohio Deferred Compensation, and any employee contributions to the cost of health care. It shall be done at no unreasonable cost to the Township.

**Section 39.2**

It shall be the responsibility of the employee to process all necessary paperwork to initiate such deductions.

**ARTICLE 40  
LEAP DAY**

**Section 40.1**

Leap Day shall be divided into 3 platoon shifts of eight (8) hours each. The following illustration is provided as an example.

<b><u>Date</u></b>	<b><u>Platoon</u></b>	<b><u>Time</u></b>
February 28	One Unit	0700-0700 hours
February 29	One Unit	0700-1500 hours
February 29	Three Unit	1500-2300 hours
February 29	Two Unit	2300-0700 hours
March 1	Two Unit	0700-0700 hours

**Section 40.2**

All employees working leap day shall be compensated for eight hours at time and one half pay.

**Section 40.3**

Employees who are off on approved paid leave (sick leave, vacation, holiday time, injury leave, etc.) on the day designated as Leap Day, will be charged for the time that is being taken. They will **NOT** be entitled to any overtime compensation for that day.

**ARTICLE 41  
LONGEVITY PAY**

**Section 41.1**

A qualifying Employee shall receive a longevity bonus based upon the Employee's number of completed consecutive years of continuous active service with the Fire Department from an Employee's most recent date of hire as a sworn, regular, full-time Firefighter, with the amount of such bonus being as follows:

<b><u>Completed Consecutive Years of Continuous Active Service</u></b>	<b><u>Annual Amount</u></b>
Five (5) years or more Increasing \$100.00 per year thereafter for every additional, consecutive year of completed active service with the Fire Department.	\$500.00

Payment of the longevity bonus will be made on the first pay period in the month marking the employee's anniversary, and shall be based upon the number of completed consecutive years of continuous active service as of the employee's anniversary date. Payment of the longevity bonus shall be by a separate check. There shall be no pro-rated payments under this provision.

**ARTICLE 42  
WORKING OUT OF CLASS**

**Section 42.1**

Any employee who is assigned by the Chief to the duties of a rank above that which he presently holds shall be paid at the entry-level hourly rate of pay for the higher rank for the number of hours required or assigned. An employee so acting must work a minimum of four (4) consecutive hours in any single assignment, and be paid for those hours, in such rank to qualify for this pay. Once the employee works four (4) consecutive hours "out-of-class," then the employee shall be paid at the appropriate higher rate of pay for those first four (4) hours consecutively worked. Trade time is not applicable to this Article.

**Section 42.2**

The temporary absence of a Captain or Senior Firefighter on a particular shift shall not require the Township to assign a Firefighter/Paramedic to fulfill that position so as to reclassify an Employee to the status of working out-of-class.

**Section 42.3**

Once the Township creates and appoints personnel to the positions of Captain AND Senior Firefighter, out-of-class assignment(s) shall occur only when both the Captain AND Senior Firefighter on a particular shift are off-duty, whether because of scheduled leave, sick

time, training, etc., or because one of the positions is vacant. The Fire Chief and/or his designee shall assign a Captain or Senior Firefighter to work overtime for that particular duty day based on the overtime processes/procedures outlined in Article 17 above. If a Senior Firefighter is temporarily assigned to work an overtime shift as the sole promoted personnel on that shift, then they shall receive out-of-class pay at the current first-step Captain's pay rate.

## **ARTICLE 43 DEMOTION**

### **Section 43.1**

Whenever an employee with permanent status requests and is granted a voluntary demotion, his rate of pay shall be at the step in the lower classification to which he would otherwise be entitled.

### **Section 43.2**

Whenever an employee with permanent status cannot by reason of physical disability perform the duties of his position, he may be demoted or transferred to a position for which he is qualified, physically able and if a vacancy exists. The employer shall not be required to create a vacancy or position for an employee subject to this section.

### **Section 43.3**

Whenever an employee is demoted for disciplinary reasons, he shall be paid at the step in the lower classification to which he would otherwise be entitled.

### **Section 43.4**

Whenever an employee is reappointed to a position in a class where he previously held permanent status, his rate of pay shall be the step in the range at which he was paid at the time of his separation.

## **ARTICLE 44 SUBSTANCE TESTING**

### **Section 44.1**

Drug/alcohol testing may be conducted on employee's pre-promotional, post-accident, reasonable suspicion, or random- Any random testing per this article will be conducted according to the Department of Transportation standards, and will include all full-time employees in each

classification being tested. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable or credible sources and independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Post-accident testing may occur whenever there is substantial damage done to the Department vehicle, injury, or death of anyone involved in the accident, or the employee is cited by the investigating law enforcement agency.

#### **Section 44.2**

All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used and will follow prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

#### **Section 44.3**

Alcohol testing shall be done in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

#### **Section 44.4**

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified

copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. If the employee wants a copy of the certified testing results, the employee must sign a release for disclosure. A representative for the employee shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

#### **Section 44.5**

- A. If a drug test is positive, the employee may, upon written request to the Employer, have the split sample retested by another DHHS-certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
  
- B. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
  
- C. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the Employer will pay for the split sample test.

#### **Section 44.6**

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation in conjunction with discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.
  
- B. If an employee is not terminated for just cause, as stated above, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for-above may be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and personal leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

If the employee refuses to undergo rehabilitation or detoxification, or if the employee

tests positive during a retest within one (1) year after his return to work from such a program, the employee may be subject to disciplinary action, including termination of the employee's employment.

**Section 44.7**

Cost of all initial drug screening tests and split sample tests shall be born by the Employer. The employee will pay for any split sample test that is positive and that was requested by the employee.

**Section 44.8**

The Employer may conduct four (4), random tests of any employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

**Section 44.9**

The provisions of this article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

**ARTICLE 45  
PRINTING AND SUPPLYING OF AGREEMENT**

**Section 45.1**

The Township and the Union shall share the cost equally for the printing of twenty (20) copies of this Agreement, within thirty (30) calendar days following the date of execution of this Agreement.

**ARTICLE 46  
DISPLAY OF LOGO**

**Section 46.1**

The Township agrees to allow the Union to display the I.A.F.F. logo (a single decal) on Fire Department apparatus. The logo shall be no larger than 4 inches by 4 inches. The logo may only be displayed on an apparatus window that does not obstruct visibility, and shall not be displayed on the windshield of any apparatus.

**ARTICLE 47**

## **ON-LINE CONTINUING EDUCATION PROGRAM**

### **Section 47.1**

The Township agrees to provide each Member with a subscription to the Ohio Fire Marshal's on-line fire and EMS continuing education program. The Township reserves the right to change vendors/suppliers of this service.

## **ARTICLE 48 MISCELLANEOUS**

### **Section 48.1**

Articles 24, 28, 29, 31 (Physicals, Wages, Bonus Schedule and Uniforms) are hereby agreed upon by the parties in the form and substance as set forth in this Proposal, yet do not take effect and are subject to "reopening" on or about March 1, 2015. The purpose of this "reopener" is not to negotiate the terms or conditions of these particular articles, but to assess whether it is financially feasible for the Township to implement them. This will allow for the parties to assess the development of the JEDD revenues, if any.

- a. The physicals that were implemented in 2014 and funded by the AFG grant received in 2013 would be completed and not subject to the language proposed above for Article 24.
- b. If the JEDD revenues are unable to support the obligations of Articles 24, 28, 29, and 31 of this Agreement, as determined at the spring, 2015 meeting of the Township and Union, then the provisions of the 2008-2010 Agreement regarding these Articles shall remain in effect (and any Articles that are related thereto, i.e., bonus schedule).

### **Section 48.2**

The Township and the Local acknowledge and understand that the Township's ability to financially support the obligations of this collective bargaining agreement is subject to the revenues generated by the Scioto Township Joint Economic Development District (JEDD). If, at any point in time now or in the future, the JEDD is subject to litigation and/or legislation that prevents adequate revenues from being generated to cover the obligations of this Agreement, the parties will meet as soon as practicable upon notification from the Township to reopen and/or renegotiate any applicable terms of this Agreement.

## **ARTICLE 49**

### **DURATION OF AGREEMENT AND NEGOTIATIONS TOWARD SUCCESSOR**

#### **Section 49.1**

This Agreement shall be effective on or as of January 1, 2015 and shall remain in full force and effect until 12:00 midnight, on December 31, 2017.

#### **Section 49.2**

The parties agree that all provisions of the collecting bargaining agreement originally scheduled to expire December 31, 2017, shall be extended and remain effective, if a tentative agreement has not been reached by that date. All benefits and wage increases negotiated under a new agreement will be retroactive to January 1, 2015.

#### **Section 49.3**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements, written, oral, or otherwise, are hereby canceled.

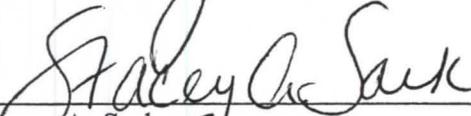
#### **Section 49.4**

No changes in this Agreement shall be negotiated during its duration unless the parties mutually agree otherwise and there is a written accord by and between the parties to do so. Any negotiated changes, to be effective and incorporated in this Agreement, shall be in writing and signed by the parties. Nothing contained herein shall require either party to mutually agree to negotiate any change or other proposal during the duration of this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives on or as of this 15<sup>th</sup> day of January, 2015.

**FOR SCIOTO TOWNSHIP, PICKAWAY COUNTY, OHIO**

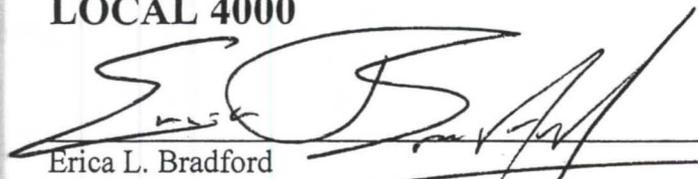
  
\_\_\_\_\_  
Terry G. Brill Trustee

  
\_\_\_\_\_  
Stacey A. Sark Trustee

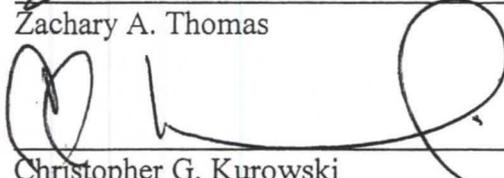
  
\_\_\_\_\_  
Michael E. Struckman Trustee

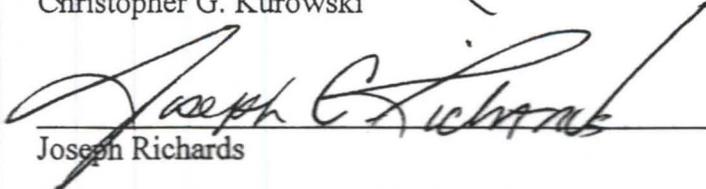
  
\_\_\_\_\_  
Porter R. Welch, J.D., OFE Fire Chief

**FOR INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 4000**

  
\_\_\_\_\_  
Erica L. Bradford President

  
\_\_\_\_\_  
Zachary A. Thomas Vice-President

  
\_\_\_\_\_  
Christopher G. Kurowski Secretary/Treasurer

  
\_\_\_\_\_  
Joseph Richards Fifth District Vice-President

**APPENDIX A**  
**PAYROLL DUES DEDUCTION FORM**

I hereby authorize the Clerk of Scioto Township to deduct from my wages regular Union membership dues or Initiation Fees in the amount certified to the Township by the Treasurer of the International Association of Firefighters Local 4000, which is currently \_\_\_\_\_

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

1. Termination of employment;
2. Transfer to a job other than one covered by a bargaining unit;
3. Layoff from work;
4. Unpaid leave of absence;
5. Revocation of this authorization.
6. Insufficient pay in a pay period to cover the amount to be deducted.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Employee's name (please print)

\_\_\_\_\_  
Treasurer, I.A.F.F. Local 4000



**IV. Fire Chief Decision:**

This request has been \_\_\_\_\_. (Insert “approved” or “disapproved”). This request is subject to the following conditions: \_\_\_\_\_

\_\_\_\_\_ None if nothing is inserted.)

\_\_\_\_\_  
Fire Chief’s Signature

\_\_\_\_\_  
Date