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WEST CHESTER TOWNSHIP

Local #3518
International Association of Fire Fighters

EMPLOYMENT AGREEMENT

WITH

**THE BOARD OF
WEST CHESTER TOWNSHIP TRUSTEES**
Butler County, Ohio

January 1, 2015 – December 31, 2017

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AGREEMENT

Agreement made and entered into this day of January 1, 2015 by and between THE BOARD OF TRUSTEES OF WEST CHESTER, Butler County, Ohio (hereinafter called the "West Chester Township Trustees" or "Township" or "Employer" or "Management"), on behalf of the Township and West Chester Township Professional Fire Fighters Association Butler County IAFF #3518, (hereinafter called "Association", "Firefighters" or "Union") acting herein on behalf of the employees of the West Chester Township Fire Dept., as hereinafter defined, now employed and here after to be employed and collectively designated as the "Employees".

WHEREAS, the Employer recognizes the Union as the collective bargaining representatives for the Employees covered by this agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this agreement protect against interruptions and interferences with services to the citizens for West Chester Township, and surrounding communities, and to set forth herein their agreement covering wages, hours, and conditions of employment:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

Recognition

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all full-time Firefighters and Lieutenants / EMT's / Paramedics, employed by the Employer but excluding the Chief, Assistant Chiefs, Captains and all Office Employees, Clerical and Part-time Employees of the Fire Department.
2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

ARTICLE 2

No Discrimination

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.
2. There shall be no discrimination by the Employer or the Union against an Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 3

Bargaining Unit Activity, Visitation and Bulletin Boards

1. Upon reasonable notification to a management representative on the premises, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.
2. The Employer shall provide and maintain at each station a Bulletin Board, which shall be used for the purpose of posting proper Union notices and for Local business. Such Bulletin Board shall be placed in a prominent place in each station. The Bulletin Boards shall not be used to post items, which are obviously derogatory to Management. Department Members not included in the Local shall not be permitted to post materials on the Board, nor shall they be permitted to deface any items posted by the Local. Members of the Local shall likewise respect and refrain from posting items on and/or defacing any other bulletin boards at any of the stations.
3. No Union business may be conducted during work time without the prior approval of the Employer.
4. Employees may use Shift Trades, Vacation and Compensatory Time (if available) to participate in conventions, pension business, educational conferences, and to attend normal operating functions of the Union. Such absences shall be subject to the current Departmental or Contractual regulations governing the use of Shift Trades, Vacation and/or Compensatory Time as may apply.
5. The Union President or his/her designee shall be permitted to participate in negotiating meetings with the Township, fact-finding hearings, conciliation hearings or arbitration hearings with the Township without loss of pay. The Employer shall provide the Union President or his/her designee with relief from his/her shift for the hours scheduled for the negotiations or above designated hearings with the Township.

ARTICLE 4

Management Rights

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:
 - (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - (b) Direct, supervise, evaluate, and hire Employees;
 - (c) Maintain and improve the efficiency and effectiveness of the Employer's operations;
 - (d) Determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
 - (e) Suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, reassign, schedule, promote or retain Employees;
 - (f) Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
 - (g) Determine the overall mission of the Employer as a unit of government;
 - (h) Effectively manage the work force;
 - (i) Take actions to carry out the mission of the Employer as a governmental unit;
 - (j) It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein.

2. The Employer shall not hereafter subcontract any of its fire or life squad service without first notifying the Union of such intention to subcontract and bargaining with the Union about its intent to subcontract. If, after notifying and bargaining with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its Employees and carry out any agreements which may be reached during the course of such discussions. If any subcontracting results in a layoff, the Employer shall maintain a preferential recall list of laid off Employees for one year (12 months), without loss of seniority.

3. The Employer shall not make substantive changes in its rules and regulations or prevailing rights until it has notified the Union concerning such changes except as such changes may be required by law or by rules and regulations of local, state or federal administrative agencies; provided that if the Employer issues a substantive rule change which becomes effective because of an emergency or through inadvertence before the Union is notified about such change, the Union shall immediately be given notice.

ARTICLE 5

Seniority

1. **Definition:**

Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Full-time Employee in the service of West Chester Township Fire Department.

2. **Accrual:**

- (a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.
- (b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee Loss returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

3. **Loss of Seniority:**

An Employee's seniority shall be lost and employment terminated when he or she:

- (a) terminates voluntarily;
- (b) is discharged for cause;
- (c) exceeds an official leave of absence;
- (d) is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years' seniority; or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years seniority;
- (e) fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

4. **Application:**

Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

5. **Layoff:**

In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority.

6. **Recall:**

Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

ARTICLE 6

No Strike or Lockout

1. No Employee shall engage in any strike, sit down, sit in, cessation, stoppage or refusal to perform work, including any intermittent strike activity.
2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, sit down, sit in, cessation, stoppage or refusal to perform work, including any intermittent strike activity.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - (a) Publicly disavow such action by the Employees;
 - (b) Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
 - (c) Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
 - (d) Post notices on the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.
4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.

ARTICLE 7

Probationary Employees

1. Newly hired full-time Employees shall be considered probationary for a period of three hundred sixty-five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work.
2. During the probationary period, the Employer, including the Fire Chief, may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement or Section 505.38 et seq. of the Ohio Revised Code.
3. The parties agree that this Agreement shall be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law as to this entire Agreement, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10 (A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.
4. Newly hired Employees' employment shall be contingent on the successful passing of the required courses and subsequent certifications needed for his/her position. Those required courses and subsequent certifications shall be defined as the State of Ohio issued Firefighter II or equivalent, and the State of Ohio Paramedic Certification.
5. Employees newly promoted to the rank of Lieutenant shall be considered probationary for a period of three hundred sixty-five (365) calendar days from the first day such employee serves in the higher rank. Any employee who, in the sole discretion of the Fire Chief, fails probation, shall be returned to their former position without loss of seniority.
6. Employees newly promoted to the rank of Lieutenant shall have the full effect of all benefits and provisions provided for within this Agreement during such probationary period.
7. Employees newly promoted to the rank of Lieutenant shall receive an interim written performance evaluation, conducted by the Fire Chief or his designee, no later than six (6) months after the employee's promotion date, for the purpose of identifying problem areas which may adversely affect the employee's completion of probation and/or the eligibility for a step increase.
8. An absence from work during an initial or promotional probationary period exceeding more than 30 consecutive calendar days will result in an automatic extension of the probationary period equal to the period of absence. Notice of such extended probationary period will be given, in writing, to the Employee with the new probationary period ending date prior to the end of the initial probationary period. If the Employee successfully completes the extended probationary period, the step increase shall be effective on the employee's anniversary date, or one year from the date of promotion.

ARTICLE 8

Discharge and Discipline

1. The Employer, including the Fire Chief, shall have the right to discharge, suspend or discipline any Employee for just cause.
2. Verbal Counseling is not considered a disciplinary action and as such, they are not subject to the grievance process.
3. In the event of a proposed suspension, reduction, removal or discharge, the grievance and arbitration procedure of this Agreement shall exclusively apply.
4. With respect to disciplinary matters:
 - (a) **Notice:**

The Employer will notify the Employee and Union, in writing, within five (5) calendar days excluding weekends and Holidays after completion of the investigation and the making of a decision on the matter, of any written reprimand, suspension, reduction or removal. Written notice will be either hand delivered or certified mailed to the Employee's and Union's last known address.
 - (b) **Contest:**

If the Union or the Employee desires to contest a suspension, reduction or removal, written notice thereof shall be given to the Employer within a period not to exceed seven (7) calendar days excluding weekends and Holidays from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 2 of the grievance procedure.
5. Upon request of the Employer, an Employee who has been absent from work (other than earned sick leave, vacation, holiday or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

ARTICLE 9

Grievance Procedure

1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:
 - (a) **Step 1:**

Within a reasonable time, not to exceed five (5) Calendar days, excluding weekends and Holidays, following the date of occurrence, and except as provided in Article 9, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the supervisor on his shift. The Employer, or Employer's designee, normally the Asst. Chief, shall give its answer to the Employee and/or his Union representative within five (5) Calendar days, excluding weekends and Holidays, after the presentation of the grievance in Step 1. Within this ten (10) Calendar day period, excluding weekends and Holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.
 - (b) **Step 2:**

If the grievance is not settled in Step 1, the grievance may, within five (5) Calendar days, excluding weekends and Holidays, after the answer in Step 1, be presented in Step 2 in writing to the Fire Chief or his designee. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within five (5) Calendar days, excluding weekends and Holidays, after its presentation.
 - (c) **Step 3:**

If the grievance is not settled in Step 2, the grievance may, within five (5) Calendar days, excluding weekends and Holidays, after the answer in Step 2, be presented in Step 3 in writing to the Township Administrator, or if none exists, to the President of the Board of Township Trustees. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) Calendar days, excluding weekends and Holidays, after either its presentation to the Administrator or the date of the meeting, whichever is later.
 - (d) **Step 4:**

As specifically provided in Article 4, a grievance which has not been resolved may be referred to binding arbitration. Nothing in this article prevents the parties from mutually resolving the grievance through mediation prior to binding arbitration.
2. Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

3. Any grievance not answered by the Employer, within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step.
4. A time limit under this Article may be extended by the mutual agreement of the parties in writing.
5. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure.
6. An Employee serving an initial probationary period shall not be permitted or entitled to use the grievance and arbitration procedure for any purpose.
7. It is the intention of the parties that as to all matters involving discipline and termination of Employees that this contract's Articles 7, 8 and 9 procedures apply, in lieu of the otherwise applicable provisions of the Ohio Revised Code, including R.C. Section 505.38, et seq.

ARTICLE 10

Arbitration

1. **Procedure for requesting:**

- (a) A grievance as defined in Article 9 which has not been resolved thereunder may, within ten (10) Calendar days, excluding weekends and Holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service ("AMS") and by sending a copy of the notice to the other party.
- (b) The arbitrator shall be a mutually agreed upon neutral third party selected from a list of nine (9) potential arbitrators with offices located within 125 miles of West Chester, Ohio furnished by AMS. The arbitration shall be conducted in accordance with AMS rules.
- (c) The arbitrator shall schedule a hearing within sixty (60) days of notification of time and place convenient to the parties, unless mutually extended by the parties.
- (d) The decision of the arbitrator shall be submitted in writing to the parties within thirty (30) calendar days of hearing's conclusion, unless the deadline is mutually extended by the parties.

2. **Fees:**

The fees and expenses of the arbitrator shall be borne equally by the parties.

3. **Binding effect:**

The award of the arbitrator hereunder shall be final and binding upon the Employer, the Employee and the Union.

4. **Powers of the Arbitrator:**

- (a) The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement.
- (b) This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

ARTICLE 11

Personnel Files

1. **Public Access:**

- (a) If, under the Public Records Act, a non-Employee makes a request to inspect an Employee's personnel records, the Employee will be notified of the date and time of the inspection, if practical, and given an opportunity to review the file or information prior to the inspection.
- (b) If access is given to an Employee's personnel file to persons outside the employment of the Township without the prior knowledge of the Employee, a reasonable effort will be made by the Employer to inform the Employee of same after the fact.

2. **Records of Disciplinary Actions:**

- (a) Unfounded or unsubstantiated complaints and exonerated investigation findings relating to an Employee will not be placed in the Employee's personnel file, and shall not be used for purposes of future discipline.
- (b) Verbal Counselings and Records of Verbal Counselings are not considered disciplinary actions, and will contain a statement to that effect.
- (c) Written reprimands and records of Verbal Counselings may be kept in an Employee's personnel file for up to two (2) years from the date of the last occurrence. After two (2) years, if no further disciplinary action has been taken against the Employee, the reprimand will be expunged from the file.
- (d) Disciplinary actions of less than ten (10) shifts or two hundred forty (240) hours shall be removed from the Employee's personnel file, ten (10) years after the issuance of the discipline, and not considered for purposes of further discipline, provided that no intervening discipline of a suspension or demotion occurs during the ten (10) year period.

3. Employees will be provided with copies of items placed in their personnel files. If an unfavorable item or document is placed in such file, the Employee will be permitted to add a written response or explanation within 30 days of placement of the unfavorable document in the personnel file.

ARTICLE 12

Miscellaneous Leave

Employees shall be eligible for leave in accordance with the following:

1. **Maternity Leave:**

- (a) An Employee may use Paid Sick Leave for absences caused by medical conditions related to pregnancy and childbirth for that period in which the Employee is unable to perform the substantial and material duties of her position (this time of using Paid Sick Leave will be defined by the physician recommendation). If additional time off is requested Employees will be required to use accrued vacation, personal or compensatory time off.
- (b) An Employee may use up to 24 hours of accrued Paid Sick Leave when the Employee's spouse has a baby. Additional unpaid leave may be requested and granted at the approval of the Fire Chief or his designee, consistent with the provisions of the Family Medical Leave Act.
- (c) Maternity leave without pay granted under subsection (a) above, for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy, unless otherwise permitted by Federal law and the Employer's policies related to the Family Medical Leave Act.
- (d) Any additional leave without pay for parental or childcare purposes must be requested in writing and may be approved at the sole discretion of the Employer.

2. **Military Leave:**

Leaves of absence, for the performance of duty with the United States Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

3. **Other Leaves:**

Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer. However, the Employer will adhere to the provisions of the 1993 Family Medical Leave Act as provided in applicable Township personnel policies and regulations.

- 4. When an Employee returns to work following a leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.
- 5. Nothing in this agreement shall be construed to prevent or impede the Employer's compliance with the American with Disabilities Act (ADA), or to prevent or impede the Employer from implementing any choice, selection, or option available to it under the ADA or the FMLA.

ARTICLE 13

Paid Leave

1. An Employee assigned on a forty-two and one-half (42-½) hour workweek shall be paid his regular pay for three (3) working days absence in the event of the death of his spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law, father-in-law or grandparent-in-law. This leave shall be used for the day of death or day of the funeral, unless otherwise approved by the Fire Chief or his designee.

An Employee assigned on twenty-four (24) hour shifts, shall be paid his regular pay for one (1) twenty-four (24) hour work shift absence in the event of the death of his spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law, father-in-law or grandparent-in-law. This leave shall be used for the day of death or day of the funeral, unless otherwise approved by the Fire Chief or his designee.

2. In the event of a death of a relative other than those in the immediate family as described above, the department head may, at his discretion, grant one (1) day of funeral leave in order that the Employee may attend the funeral.
3. In circumstances of unusual distance of travel, extreme weather conditions or other appropriate circumstances the Fire Chief may, at his sole discretion, grant up to an additional two (2) days of funeral leave with pay for the Employee to travel to the funeral of a relative in the immediate family.
4. An Employee may use up to 24 hours of accrued Paid Sick Leave when the Employee's spouse has a baby. Additional unpaid leave may be requested and granted at the approval of the Fire Chief or his designee, consistent with the provisions of the Family Medical Leave Act.
5. An Employee may use Paid Sick Leave for absences caused by medical conditions related to pregnancy and childbirth for that period in which the Employee is unable to perform the substantial and material duties of her position (this time of using Paid Sick Leave will be defined by the physician recommendation). If additional time off is requested employees will be required to use accrued vacation, personal or compensatory time off.
6. An Employee who suffers a job related injury while in the performance of his official duties and acting within the scope of his employment with the West Chester Township Fire Department and Life Squad will be compensated at his regular rate of pay at the time of the injury less the Employee's income from any other source including Worker's Compensation, retirement, private insurance, or other forms of government payment. The maximum period of time for such payment shall be one hundred eighty (180) calendar days and the Employer shall have the right to demand proof of all items listed above regarding receipt of payment from other sources. Falsification of any information with respect to this or any paid leave shall be grounds for discharge.
7. All Employees, who are called to serve as jurors, will receive their regular pay less their pay as a juror. Upon discharge from jury duty, the Employee must immediately call his or her supervisor for instructions concerning reporting to work.
8. Employees subpoenaed to appear in Court on West Chester Township cases will receive their regular pay for such Court time.

9. Employees assigned on a forty-two and one-half (42-½) hour workweek shall be entitled to three (3) personal days per calendar year as scheduling permits. Personal days may not be carried over from one year to the next.

Employees regularly assigned to a 24-48 hour rotation shall be entitled to work reduction days (EDOs) described in the "Hours of Work and Overtime" article of this Agreement. Work reduction days may not be carried over from one year to the next.

10. The Employer shall have the right to demand proof of all items regarding paid leave.

ARTICLE 14

Sick Leave

1. Accrual:

- (a) Employees assigned on a forty-two and one-half (42- $\frac{1}{2}$) hour workweek will earn sick leave at the rate of one and one-quarter (1- $\frac{1}{4}$) days or 10.6 hours per month for time actually worked with the Employer up to the maximum of 1,920 hours.

Employees assigned on a 24 – 48 hour rotation will earn sick leave at the fixed rate of thirteen (13) hours per month for time actually worked with the Employer up to the maximum of 1,920 hours.

Employees may accumulate said sick leave up to a maximum of 1,920 hours.

- (b) When an Employee accumulates 1,440 hours of accumulated sick time and when requested by the Employee, the Employer will purchase from the Employee up to two hundred and forty (240) hours of sick time at the conversion rate of one-half (1/2) of one (1) hour's pay at the Employee's current rate of pay for each one (1) hour of sick leave purchased.
- (c) If the Employee does not exercise the conversion option set forth above in paragraph, the Employee may continue to accumulate sick leave credit.

When an Employee's sick leave accumulation exceeds 1,680 hours, an Employee in good standing may thereafter request, in writing, that the Township purchase sick leave accumulation in excess of 1,680 hours on a one for one basis at the Employee's current rate of pay.

Said option may not be exercised by any Employee more than once per calendar year.

Cashing in Sick Leave accumulated in excess of 1,680 for Employees at a one for one rate does not preclude the Employee from also, and at the same time, cashing in up to two hundred forty (240) hours of sick leave in excess of 1,440 hours at a one-half (1/2) for one (1) rate, provided however, only one "cash in" will be permitted within any one calendar year.

- (d) Upon service retirement, medical disability retirement or death, the Employee or the Employee's Beneficiary as recorded in the Employee's Retirement Records, will be eligible to receive payment for earned sick leave credit accumulated in excess of 1,680 hours on a one for one basis at the Employee's current rate of pay, and additionally, will be eligible to receive payment for up to 1,680 hours of earned sick leave, to be paid at one-half (1/2) of the Employee's current rate of pay.

At the sole discretion of the Employer, upon the successful completion of his probationary period, an Employee may be credited with up to two hundred forty (240) hours of accumulated sick time earned in a comparable full-time fire fighting position with another state or local employer. Sick leave earned while in full-time employment with another Ohio Township is fully transferable.

2. **Use of Sick Leave:**

(a) Sick Leave is provided to the Employee to be taken only in the event of personal illness or as otherwise provided for within this Article. Falsification with respect to any matters related to sick leave claim may result in disciplinary action up to and including discharge. At the expense of the Employer, an Employee may be required to submit to a physical examination to determine the proper use of sick leave or other leave under this contract. An Employee may use all accrued Paid Sick Leave for absences due to the Employee's own illness, injury, or exposure to contagious diseases which could be communicated to other Employees. Where an Employee plans to use, or uses, sick leave for a period in excess of three (3) days he/she must follow the procedures relating to the Family Medical Leave Act (FMLA) leave provided in the Personnel Policy and Procedure Manual.

Employees shall not be required to use sick leave for certified exposures to bodily fluids or contagious diseases in the course of the Employee's duties.

(b) Upon request of the Employer, an Employee must furnish satisfactory proof of his/her sickness, illness or disability before a day of sick leave is paid if this illness is in excess of two (2) days or the Employee is absent due to illness more than three (3) separate days in any six month period.

3. Up to thirty-six (36) hours of accrued Sick Leave per calendar year may be used by an Employee when an immediate family member, including the spouse, children, brothers, sisters, parents or legal guardian and grandparents who normally reside in the Employee's home, suffers an illness or injury or to be present during childbirth. Sick leave used for such purposes must be used in increments of no less than six (6) hours, provided that sick leave for such purposes may be used in increments equal to actual time not worked when leave is used at the end of a shift. For purposes of this Section, "end of shift" for a 24-hour shift shall mean after 12:00AM (Midnight) of the scheduled shift. If an Employee fails to provide a physician's certification for use of such leave, the leave will count as an occurrence for attendance purposes. With the approval of the Employer, an Employee may be permitted to return to work in less than six (6) hours if the position has not yet been filled by overtime.
4. Sick leave without pay and benefits may be granted to an Employee with a serious health condition who does not have any accrued Paid Sick Leave available. Sick Leave without pay, if granted, shall not exceed six (6) months. The provisions of the Family Medical Leave Act (as may be currently amended), and the policies of the West Chester Township Board of Trustees pertaining thereto shall apply to unpaid leave taken under this section.
5. An Employee may, at his option, donate to another Employee who is sick and in need of Sick Leave and without any accumulated sick and vacation hours. Such donated Sick Leave must be in writing and have the approval of the Fire Chief or his designee and shall in no event exceed a total of six (6) months time for the donee. Any donated sick leave exceeding six (6) months may be granted in the sole discretion of the Employer.
6. Donated sick leave cannot be cashed out or transferred to another place of employment.
7. An Employee who resigns with the required two (2) week notice will receive up to seven hundred twenty (720) hours of earned sick leave to be paid at one-half (1/2) of the Employee's regular rate of pay unless the resigning Employee is eligible to transfer any sick leave to a subsequent Employer.
8. An Employee who is either hospitalized or is able to produce written evidence that he or she was ill and under a Physician's care while on vacation may request that his leave status be changed

from vacation leave to sick leave for the period of hospitalization or illness, provided satisfactory proof thereof is presented to the Employer.

ARTICLE 15

Vacation

Notwithstanding the provisions of Section 9.44 of the Ohio Revised Code, Employees shall be entitled to vacation time with pay each year as follows. Employees shall take vacation in no less than twelve (12) hour increments for an employee regularly assigned to a 24-48 hour rotation and no less than eight and one-half (8-½) hour increments for a forty-two and one-half (42-½) hour Employee.

1. **1 year:**

At the completion of one year of full-time service with the Employer, an Employee assigned on a forty-two and one-half (42-½) hour workweek shall be awarded two (2) weeks [85 hours] on the Employee's anniversary date of employment.

At the completion of one year of full-time service with the Employer, an Employee assigned on twenty-four (24) hour shifts shall be awarded five (5) twenty-four hour shifts [one hundred-twenty (120) hours] on the Employee's anniversary date of employment.

2. **1 – 7 years:**

(a) In the first full pay period after the first of the year, a pro-rated amount for the time between the Employee's first anniversary date of employment and the end of the year.

(b) Thereafter, in the first full pay period of each calendar year:

An Employee assigned on a forty-two and one-half (42-½) hour workweek - two (2) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to five (5) twenty-four hour shifts [one hundred-twenty (120) hours].

3. **8 – 14 years:**

(a) During the first full pay period of the calendar year in which their 8th year of employment begins:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to three (3) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to seven (7) twenty-four hour shifts [one hundred sixty-eight (168) hours].

(b) Thereafter, in the first full pay period of each calendar year:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to three (3) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to seven (7) twenty-four hour shifts [one hundred sixty-eight (168) hours].

4. **15 – 21 years:**

- (a) During the first full pay period of the calendar year in which their 15th year of employment begins:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to four (4) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to nine (9) twenty-four hour shifts [two hundred - sixteen (216) hours].

- (b) Thereafter, in the first full pay period of each calendar year:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to four (4) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to nine (9) twenty-four hour shifts [two hundred - sixteen (216) hours].

5. **22 – 26 years:**

- (a) During the first full pay period of the calendar year in which their 22nd year of employment begins:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to five (5) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to eleven (11) twenty-four hour shifts [two hundred sixty-four (264) hours].

- (b) Thereafter, in the first full pay period of each calendar year:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to five (5) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to eleven (11) twenty-four hour shifts [two hundred sixty-four (264) hours].

6. **27 + years:**

- (a) During the first full pay period of the calendar year in which their 27th year of employment begins:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to six (6) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to twelve (12) twenty-four hour shifts [two hundred eighty-eight (288) hours].

- (b) Thereafter, in the first full pay period of each calendar year:

An Employee assigned on a forty-two and one-half (42-½) hour workweek is entitled to six (6) weeks.

An Employee assigned on twenty-four (24) hour shifts is entitled to twelve (12) twenty-four hour shifts [two hundred eighty-eight (288) hours].

7. **Vacation Carryover/Payout:**

- (a) Employees in their second year of employment may carry a two (2) week balance plus the partial year increment.

An Employee assigned on a forty-two and one-half (42-½) hour workweek may carryover a maximum of one (1) week of unused vacation into the next calendar year.

An Employee assigned on twenty-four (24) hour shifts may carryover a maximum of two (2) twenty-four hour shifts [forty-eight (48) hours] of unused vacation into the next calendar year.

- (b) Any unused vacation will be automatically paid to the Employee on the first full pay period of each January.

8. Vacation is provided in addition to any recognized Holidays as set forth above, which may fall within an Employee's vacation period. If a Holiday falls within an Employee's vacation period, he shall receive an additional eight (8) hours of Holiday pay at straight time, or will receive compensatory time, if approved.

9. Vacation schedules shall be based on seniority and availability. Employees can submit their vacation request no earlier than the first business day in December of the prior year. After the last business day in February, any vacation request received will be determined by the date the request was received. Employees shall be allowed to take vacation days on days preceding or following the recognized holidays.

Employees may substitute EDO's for approved vacation days, subject to the approval of the Chief.

Approved vacation requests shall not be revoked due to seniority if within fourteen (14) calendar days of the vacation day.

10. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his vacation.
11. Upon an Employee giving the Employer two weeks notice of resignation or service retirement, medical disability retirement, or upon death, the Employee or his/her beneficiary, will be eligible to receive payment for earned and unused vacation at the next regular pay period, provided all Employer issued equipment is turned in.
12. An Employee, who has resigned with two (2) weeks notice and has turned in all issued equipment who has not received all vacation pay to which he is entitled, if approved by the Employer, may continue in employment status maintaining entitlement to Employee health care benefits, receiving his vacation pay in the next regular pay period.
13. An Employee who is otherwise separated from employment with the Township and who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the regular pay period provided he has turned in all Employer issued equipment.

14. **Conversion:**

- (a) When an Employee changes from a forty-two and one-half (42-½) hour workweek to a 50.461-hour workweek, then he/she will take their current amount of vacation hours and multiply this by (1.187) to obtain their new amount of vacation hours for the 50.461-hour workweek.

- (b) When an Employee changes from a 50.461-hour workweek to a forty-two and one-half (42-½) hour workweek, then he/she will take their current amount of vacation hours and divide by (1.187) to obtain their new amount of vacation hours for the forty-two and one-half (42-½) hour workweek.

ARTICLE 16

Holidays

1. The following Holidays will be recognized by the Fire Department Management:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) President's Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Columbus Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Christmas Day

Employees working a forty-two and one-half (42-½) hour workweek will recognize these Holidays in conjunction with the Township.

Employees working twenty-four (24) hour shifts will recognize these Holidays on the day the Holidays actually fall on.

2.

- (a) Employees covered by this Agreement who are in full-time employ of West Chester Township who are scheduled and required to work on the above Holidays as observed by Fire Department management, will be paid their current regular pay plus Holiday pay of one-half (½) times their hourly rate for actual hours worked on the Holiday, payable the next regular pay following the Holiday.
- (b) Should an Employee's scheduled workday not fall on one of the above Holidays, he/she shall be paid eight (8) hours Holiday pay at their regular hourly rate.
- (c) An Employee called in to work on a Holiday in which he/she is not scheduled, shall receive one and one-half (1-½) times their hourly rate for actual hours worked on the Holiday in addition to their regular eight (8) hours of Holiday pay.
- (d) If an Employee assigned on a forty-two and one-half (42-½) hour workweek is on vacation during a Holiday, the Holiday off may be substituted for the vacation day.
- (e) In order to receive holiday pay, an Employee must work their scheduled shift the day before and their scheduled shift after the holiday, unless their absence from work is due to illness or injury, in which event a physician's statement will be required, or the Employee is granted time off by the Fire Chief or his designee for vacation, EDO, or other approved leave.

ARTICLE 17

Hours of Work and Overtime

1. **Hours of Work:**

(a) So long as the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, are applicable to state and local government fire department Employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. At the time of this agreement, the biweekly standard applicable to local government fire departments is one hundred six (106) hours. The Employer reserves the right to adjust its pay periods and overtime periods up to twenty-eight (28) days and two hundred twelve (212) hours or the maximum allowable by the United States Department of Labor.

(b) For purposes of this agreement, a standard workday or tour-of-duty for a 50.461-hour Employee shall be defined as a twenty-four (24) continuous hour period beginning with the starting time of the Employee. A work period of twenty-eight (28) days is herewith adopted pursuant to section 207 (k) of the Fair Labor Standards Act.

The normal work schedule for a 50.461 hour Employee shall be twenty-four (24) hours continuous standard workday or tour-of-duty followed by forty-eight (48) hours of continuous off time, except for the Compensatory Time Off policy adopted herein.

(c) The standard workday for a forty-two and one-half (42-½) hour Employee will consist of eight and one-half (8-½) continuous hours, which includes one-half (½) hour for lunch.

(d) Employees are subject to make emergency responses during meal periods.

(e) Scheduled shifts and hours of work shall remain flexible depending upon the needs of the Employer. The Employer will post changes in advance, and will make every effort to notify Employees of the changes in the posted schedule. Any changes to be made in the posted schedule within thirty- (30) days must be made from the rotating overtime list of Union Members. The schedule shall be fixed, and will not be changed without the agreement of the scheduled Employee thirty- (30) days prior to the change.

(f) When there is a change from eastern standard time to eastern daylight time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

2. **Overtime:**

(a) The parties shall enter into a memorandum of understanding attained through labor/management meetings as to distribution of overtime.

(b) Overtime compensation shall accrue to any Employee who works in excess of their standard workday.

(c) With respect to the Employees assigned to an eight and one-half (8-½) hour workday, hours worked in excess of eighty-five (85) hours per two (2) week pay period shall be paid at a rate of one and one-half (1-½) times their regular hourly rate of pay or

accumulated as Compensatory Time of one and one-half (1-½) hours for every hour worked over the eighty-five (85).

- (d) With respect to each Employee's normal work schedule of twenty-four (24) hours on and forty-eight (48) hours off, the Compensatory Time off policy for the "FLSA Overtime" shall accrue to any Employee who works in excess of two hundred-twelve (212) hours in any twenty-eight (28) day work period. Any such overtime accrued must have the prior approval of the Fire Chief or the Employee to whom the Fire Chief has delegated scheduling authority.
- (e) Any Employee recalled to duty after time disconnected from their normal and prescheduled hours of work shall be compensated at one and one-half (1-½) times the Employee's normal hourly rate as set out in Article 19.

3. **Compensatory (Comp) Time:**

- (a) **Approval:** The Fire Chief may grant compensatory time in lieu of overtime when requested by the Employee.
- (b) **Limit on Accrual:** No Employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time. Any Employee who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for any additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment.
- (c) Pursuant to 29 CFR 553.23, the parties agree that a Compensatory Time Off policy for "FLSA Overtime" is adopted in lieu of overtime payments in cash for normally scheduled tours. This policy is established to address the maximum of two hundred twelve (212) hours to be worked in a twenty-eight (28) day work period. It is the objective of the parties that each Employee will work an average of 50.461 hours per week, which equates to 201.84 hours in a twenty-eight (28) day work period. Because the number of tours-of-duty in each twenty-eight (28) day work period will vary, Employees will often actually work in excess of 201.84 hours in a work period. To address this situation, each Employee on a twenty-four (24) hour workday shall be entitled to compensatory time off on a regularly scheduled workday every 1.0833 twenty-eight (28) day work periods. This compensatory time off shall be in the form of a twenty-four (24) hour work reduction day, and for purposes of convenience only shall be called an Earned Day Off (EDO).
- (d) Use of the EDO shall be restricted to certain hours of work only. Each Employee on a twenty-four (24) hour workday, shall be entitled to an EDO on a regularly scheduled workday every 1.0833 twenty-eight (28) day work periods. An EDO shall consist of twenty-four contiguous hours of time off.
- (e) The Fire Chief reserves the right to designate the EDO for each Employee, and can adjust and revise the EDO schedule as staffing needs dictate, provided that if there is a revision in the EDO schedule, any Employee affected by the revision will have their EDO time adjusted so as not to lose the overall EDO benefit of one day off every 1.0833 twenty-eight (28) day work periods. There shall be no compensation or hours credited toward the standard of two hundred twelve (212) hours in a twenty-eight (28) day work cycle earned by the Employee on the EDO.
- (f) EDO's may not be carried over from one year to the next.

- (g) The Fire Chief reserves the right to hire additional full-time Employees whose shift of twenty-four (24) hours on and forty-eight (48) off with an EDO every 1.0833 twenty-eight (28) day work periods will not be the same as other Employees. This individual may be rotated in their schedule in order to address the scheduling needs dictated by the EDO policy.
- (h) Employees may trade EDOs, as long as such trade remains within the same EDO period.

4. **Miscellaneous:**

- (a) An Employee assigned on twenty-four (24) hour shifts is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in Article 19 of this agreement. The parties recognize that hours of work under the normal tours-of-duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the Employee is called upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time ($\frac{1}{2}$) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 CFR 778.114, shall be used and paid to each Employee through the compensatory time off policy described above.
- (b) The Employer shall have the right to adopt a tour system or work schedule, which provides improved service to the community provided that the Union is given prior notice and an opportunity to meet and confer regarding the proposed changes.
- (c) Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular work week, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, procedures and regulations as determined by the Employer, concerning the contents of said overtime rules, regulations, general orders, procedures and regulations, except as such changes may be required by federal wage and hour law, rules and regulations.
- (d) Call-Out Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but in no event shall receive no less than two (2) hours pay at the according rate of pay as set forth in this Article.

The parties shall enter into a memorandum of understanding attained through labor/management meetings as to the methods of call out.

- (e) Employees may substitute, during scheduled hours, for another Employee if prior approval is received by the Fire Chief or his designee. The substituting Employee shall be excluded from any overtime calculation under the Fair Labor Standards Act for hours of work.

Employees shall not be permitted to trade between classifications, as firefighters may only trade with another firefighter and a Lieutenant may only trade with a Lieutenant, unless prior approval is received by the Fire Chief or his designee.

ARTICLE 18

Temporary Disability

1. The Employer will endeavor when practical to reassign any Employee to a less strenuous position within the organization when due to health or disability reasons he or she is temporarily unable to fully perform their normal duties because of a job related injury or illness. An Employee so reassigned shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to normally assigned position, and shall continue at current rate of pay.
2. The length of any temporary reassignment will be determined at the discretion and judgment of the Employer taking into consideration such factors as the nature of the disability, the availability of meaningful work to be performed, and the expectation of the Employee's return to full duty status within a reasonable length of time. If it becomes necessary to permanently accommodate the Employee by job reassignment or such accommodation will incur a lengthy reassignment, the Employer reserves the rights to adjust the Employees pay commensurate with the duties performed.

ARTICLE 19

Wages and Promotions

1.

(a) **Career Firefighter:**

Beginning on the effective date of this Agreement, hiring dates and rates of pay for Employees shall be in accordance with the following schedule:

Career Firefighter/Paramedic Payscale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual Base	\$54,365.02	\$57,355.01	\$60,509.56	\$63,837.56	\$67,348.64	\$71,052.81
Bi-Weekly	\$2,090.97	\$2,205.97	\$2,327.29	\$2,455.29	\$2,590.33	\$2,732.80
Hourly Wage Based on 50.461 hr/week	\$20.72	\$21.86	\$23.06	\$24.33	\$25.67	\$27.08
OT Hourly Wage Based on 50.461 hr/week	\$31.08	\$32.79	\$34.59	\$36.49	\$38.50	\$40.62

Conversion for the wage of the forty-two and one-half (42-½) workweek will be calculated by taking the bi-weekly wage and dividing by 85 hours.

(b) **Career Lieutenant:**

Any full-time Firefighter who, at any time during his service with the West Chester Fire Department, achieves the rank of Lieutenant, shall receive compensation according to the pay scale at Step 1, effective the date of the promotion.

Any step increase shall then occur on the anniversary date of the promotion, not the anniversary date of employment, during the first full pay period of which the anniversary date occurs, provided such employee receives a satisfactory evaluation.

Effective the first day of the first full pay period beginning nearest to January 1st, Lieutenants shall be compensated as follows:

Career Lieutenant Payscale	Step 1	Step 2	Step 3
Annual Base	\$75,316.00	\$78,868.63	\$82,425.48
Bi-Weekly	\$2,896.77	\$3,033.41	\$3,170.22
Hourly Wage Based on 50.461 hr/week	\$28.70	\$30.06	\$31.41
OT Hourly Wage Based on 50.461 hr/week	\$43.05	\$45.09	\$47.12

2. Failure to attain a satisfactory performance evaluation will result in no incremental step increase for the following one (1) year period, or until such time as recommended by the Fire Chief.

3. An interim written performance evaluation will also be conducted by the Fire Chief, or his designee, no later than six (6) months prior to the Employee's yearly anniversary date of employment, for the purpose of identifying problem areas which may adversely affect the Employee's eligibility for a step increase on his or her anniversary date of employment. Anniversary date raises will become effective during the first full pay period during which the anniversary date occurs.
4. After completion of five (5) years of service with West Chester Township, Employees will receive pay during the first full pay period of each December longevity pay equal to seventy-five (75) dollars per year of service with West Chester Township.
5. The Union shall be involved in the development of policies and procedures for promotions and any major changes thereafter.
6. As soon as practicable, the Employer will endeavor to implement a process of deducting the Employee's retirement contribution from the Employee's paycheck before State and Federal Income Taxes are figured. This will have the effect of lowering the Employee's taxable income, thereby raising the Employee's take home pay. Any such plan will require the approval of the Retirement System and shall be in accordance with the applicable provisions of Federal and State Law.
7. Acting Officer Compensation for Employees assigned by the Employer to acting supervisor positions shall be paid an additional \$2.00 per hour except for assigned hours of less than six (6) consecutive hours. Acting pay is not intended to prevent or preclude promotions to the rank of Lieutenant. Such assignments will be selected from the active or most recently expired promotional eligibility list, if applicable. Acting pay assignments shall be done similar to the memorandum of understanding on overtime.

ARTICLE 20

Welfare

1. The Township will provide bargaining unit Employees with the same health insurance options enjoyed by other Township employees throughout the term of this Agreement from a carrier of its choice or on a self-insured basis.
 - (a) Insurance coverage disputes are to be resolved exclusively by the insurance carriers or plan administrator.
 - (b) The President of the IAFF (or his/her designee) and up to two (2) members as selected by the President, will be present and participate in all health care committee meetings to review and recommend health care insurance. The Health Care Committee will meet as often and as necessary to facilitate in a timely fashion all information and cost as needed to maximize the value to employees and cost effectiveness of health plan redesign.
 - (c) In the event that escalations in major medical insurance premium costs exceed the ability of the Employees to continue to make the required premium or co-payments, the Employer and covered Employees will discuss and, upon mutual agreement, consider adjustments to deductibles, co-pays, and coverage levels in an effort to contain costs for both the Employees and the Employer. Any such agreements will be reduced to writing, signed by both parties and maintained as a record of the current coverage level for purposes of this Agreement.

2. The Township will provide health insurance for all full-time Employees in the form of plan options: Basic Plan, an elective Plan, and/or a health savings account (HSA). Employees who wish to participate in a Township health insurance program are required to pay for such coverage via a pre-tax reduction plan through contributions equal to the following:
 - (a) Basic Plan: The Employee shall pay an amount equal to the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2015; the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2016; and the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2017, of the premiums and premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in the program or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar; or
 - (b) Elective Plan: The Employee has the option to participate in an Elective Plan by paying an amount equal to the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2015; the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2016; and the lesser of 16% or that percentage assessed to non-contractual Township employees, effective 1/1/2017, of the premiums and premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in the program or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar; or
 - (c) Health Savings Account (HSA): The Employee has the option to participate in a Health Saving Account and pay an amount equal to the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2015; the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2016; and the

lesser of 16% or that percentage assessed to non-contractual Township employees, effective 1/1/2017, of the premiums and premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in the program or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar.

- (d) The Township is under no obligation to offer or meet the current level of benefit for the Basic Plan or the HSA, or to provide the Basic or HSA plans in any subsequent year.
 - (e) The Township shall offer any health insurance plan to the bargaining unit members that is offered to non-contract employees or another bargaining unit.
 - (f) The Employer reserves the right to provide health insurance on a self-insured basis, providing the Employee monthly premiums and monthly premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in a self-insured program or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar, will be based on the maximum annual costs estimated for the self-insured plan.
3. From time to time, and at its discretion, the Township may provide to bargaining unit members, additional supplemental health and welfare benefits or incentives generally afforded to other Township employees that are not specifically delineated in this Agreement. It is recognized that such allowances and incentives are provided apart from this Agreement at the sole discretion of the Township for whatever period of time the Township deems appropriate.
 4. The Employer, at its option, may self-insure certain benefits and will provide general liability insurance coverage for Employees acting in good faith, within the scope of their official duties as assigned by the Township.
 5. Any Employee may decline health care coverage and, upon proof of coverage elsewhere, receive a one thousand five hundred dollar (\$1,500.00) allotment to waive health care coverage payable on or before the last regular payroll in December of that year for a full year of such waived coverage or a pro-rated amount on a monthly basis if less than one (1) year. This monetary allotment is only payable to those Employees that are not carried on the Township's health care plan in any form.
 6. During the term of this Agreement, the Employer will continue to provide forty thousand dollars (\$40,000.00) in term life insurance for each Employee and Accident & Sickness Coverage at the levels provided on the effective date of this Agreement, so long as said coverage remains available to the Employer at a reasonable cost. The Employer will notify affected Employees if a decision is made to discontinue any such coverage.
 7. Employees who serve on a Hazardous Materials Team on behalf of the Township shall be given biannual medical examinations at no cost to the Employee.
 8. There shall be a joint Township inter-departmental Safety and Health Committee (Risk Management Committee) established under the sponsorship of the Township Administration. The Fire Department will have one representative on this committee appointed by the Fire Chief. In addition, one representative will be appointed by the Union to sit on this committee. The committee member assigned by the Union to this position shall sit on this committee without compensation.
 9. The Employer shall provide and make available materials required in the day to day maintenance and upkeep of all fire stations; i.e. cleaning supplies, toilet tissue, paper towels and the like.

10. The Employer shall provide, repair, and/or replace as needed for the following equipment for all fire stations: oven/range, microwave, garbage disposal, coffee maker, refrigerator/freezer, free standing ice maker, dishwasher, vacuum cleaner, washer, dryer, lawn mower, and snow blower.
11. Effective January 1, 2012, health insurance coverage for spouses of new employees will be provided upon certification by the employee that the employee's spouse is not eligible for insurance coverage from the spouse's employer, pension, or Medicare.
12. Should any Employee be exposed to bodily fluids or a contagious disease during the course of Employee's duties, the Employer shall be responsible for all costs reasonably associated with any medical evaluations, testing, treatments, and quarantine.

ARTICLE 21

Uniforms and Equipment

1. Required equipment and apparel will be provided by the Employer at no cost to the Employee except for undergarments, socks, vests and civilian clothing.
2. The Employer will provide one (1) pair of work shoes per Employee, per calendar year, as needed.
3. No insignia, which has not been authorized by the Employer, shall be worn on Employee uniforms.
4. All equipment and uniforms issued by the Employer is to be worn or utilized only when on-duty or authorized by the Employer and remains property of the Employer.
5. All full time Employees covered under this agreement shall receive the following work uniforms and clothing upon hire:
 - Four (4) pair of work pants
 - Four (4) short sleeve work shirts
 - Four (4) departmental t-shirts
 - One (1) pair of work boots or shoes
 - One (1) uniform belt
 - One (1) winter jacket
 - One (1) pair of department shorts
 - One (1) department winter knit cap
 - One (1) job style sweatshirt

Except for the shoes as covered in item #2 above, work uniforms will be replaced on an as needed basis by the Employer.

6. Upon completion of his/her probationary period, the Employer will purchase a "Class A Uniform" at prevailing cost, which will consist of the following items:
 - One (1) pair of dress pants
 - One (1) white dress shirt
 - One (1) dress coat
 - One (1) dress tie
 - One (1) dress belt
 - One (1) pair of dress shoes
 - One (1) class-a dress cap
 - One (1) pair of white gloves
 - Any other service or rank designations needed for the uniform

One (1) hat badge and one (1) dress badge will be provided by the Employer.

7. The Employer shall provide a dry cleaning service and all Employees shall be allowed to wash his/her uniforms at the station, at no cost to the Employee.
8. The Employer shall issue each full-time Employee one (1) Self-Contained Breathing Apparatus (SCBA) mask for use while on duty. The SCBA mask shall be properly fitted.

The Employee agrees to maintain, clean and care for the SCBA mask as department policies dictate.

Any deficiencies found over time with general wear and use shall be fixed or replaced, at no cost to the Employee. The Employee will reimburse the Employer for replacing a SCBA mask as a result of being lost or damaged due to non-fire service functions.

The Employer agrees to provide a protective case for the SCBA mask for each full-time Employee at the time of issue.

9. The Employer shall provide each full-time Employee a complete set of firefighting gear. The Employee shall have the option to choose leather firefighting boots through the gear supplier, with the Employee paying the difference in cost from the supplied rubber boots.
10. The Employer shall maintain ownership of all uniforms and equipment issued to any Employee.
11. Upon medical disability retirement or service retirement and a minimum of 5 years of service with the Township, Employees will be afforded the opportunity to purchase their fire helmet and dress badges for a fee not to exceed one dollar (\$1.00) and will be permitted to purchase their Class A Uniform for one dollar (\$1.00). Upon death, the Employee's beneficiary shall receive the above items without cost.

ARTICLE 22

Continuing Education

1. Mandatory Courses:

- (a) The Employer shall provide the necessary continuing education and refresher courses to maintain current, required certifications as set forth by the fire department for all full-time Employees covered under this agreement.
- (b) It is the responsibility of the Employee to attend those courses the Employer provides or establishes to maintain these certifications. Failure to attend courses provided or established by the Employer which results in a shortage of hours to maintain certifications will be at the expense and time of the Employee to obtain.
- (c) With the prior approval of the Fire Chief, courses, seminars or conferences shall be compensated for when attended off-duty at the Employee's regular rate of pay. Time in attendance at such approved courses, seminars or conferences which cause an Employee to exceed work hours in excess of their standard workweek, shall be credited toward the overtime standard applicable.
- (d) The Employer will pay fees, tuition, books and supplies for such approved courses and travel expenses will be paid in accordance with the Employer's rules and regulations.
- (e) Any career Employee who attends schooling for certifications required at initial hire, as determined in the sole discretion of the Employer, shall not be included as part of the number of scheduled career Employees off for the shifts relating to these trainings.

2. Voluntary Courses:

- (a) Policy – It is the intention of the parties that time in attendance at courses, seminars or conferences which do not provide job required certification, is completely voluntary on the part of the Employee, and not subject to compensation, except for reimbursement of expenses as provided above in sections 1 (c) and 1 (d).
- (b) Approval – With the prior approval of the Fire Chief, the Employer will reimburse an Employee for costs incurred for fees, tuition and required books upon the completion of voluntary courses related to the Fire Service if the Employee attains a grade of 'C' or above or a passing grade in a pass / fail grading system.
- (c) Reimbursement – It is the policy of the Township to allow tuition reimbursement for full-time Employees when it has been determined by the Department Head that the class is of benefit to the Township. It is preferred that Employees seek a "tuition payment deferral" so that payment can be made after course completion.
- (d) Advance Payment – Department heads are currently permitted to use their discretion to pay in advance, however a written agreement must be executed between the Township and the Employee allowing the Township to recoup the money paid in the event of withdrawal, non-participation, or failure of the course.

ARTICLE 23

Modification, Separability and Conflict of Laws

1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
3. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10 (A).
4. In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section.

ARTICLE 24

Printing

This Agreement shall be printed by the Employer and supplied to each Employee within thirty- (30) days of its effective date at no cost to the Employee. Also, copies of said Agreement will be supplied to newly hired Employees.

ARTICLE 25

Binding Agreement

The provisions of this Agreement shall be binding upon the Employer and the Union and their successors and/or assignees.

ARTICLE 26

Outside Employment

1. If the Fire Chief determines that an Employee's outside work interferes on a continual basis with their performance or ability to meet employment requirements of the fire department, the Employee may be subject to disciplinary action pursuant to Article 8.
2. Outside employment that constitutes a conflict of interest is prohibited. A conflict of interest is defined as "a conflict between the public obligations and the private interests of a public official."
3. Injury leave as it pertains in this agreement shall not apply to Employees who are injured during outside employment.
4. This article is not intended to prohibit paid employment with the IAFF.

ARTICLE 27

Waiver In Case Of Emergency

1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Township of West Chester, federal or state legislature, such as for acts of God or civil disorder, the following conditions of this agreement may be temporarily suspended by the Employer:
 - (a) Time limits for the filing and processing of grievances; and
 - (b) All work rules and/or agreements and practices relating to the assignment of Employees
2. Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 28

Physical Fitness Program

1. This contract reflects the “memorandum of understanding” between the Employer and the union on a physical fitness program.

ARTICLE 29

Drug Free Workplace

1. The Employer and the union recognize alcoholism and drug abuse or addiction as interfering with the department's services and as posing a danger to the health and safety of others.
2. The Employer has the right to insist on an alcohol and drug-free workplace. The union shall be involved in the development of a drug free workplace policy and any major changes thereafter.

ARTICLE 30

Labor/Management Committee

1. There shall be a Labor-Management Committee consisting of three (3) Union representatives and three (3) Employer Representatives.
2. The purpose of this Committee is to facilitate improved relations by providing a forum in which to discuss areas of mutual concern. Matters of mutual concern include, but are not limited to, safety, health, welfare, equipment, apparatus, policies and procedures.
3. The Committee will make every effort to meet quarterly to discuss agenda items.
4. Agendas shall be provided by both parties at least one (1) week in advance.
5. Meeting minutes, which shall be typed and distributed to all Committee members, shall be kept for each meeting.

ARTICLE 31

Shift Openings

1. In the event the Employer determines a shift opening or openings will occur(s) by creation, promotion, demotion, retirement or other separation, the shift opening(s) only shall be announced within six (6) calendar days and posted for six (6) calendar days.
2. An Employee may utilize one (1) transfer request per calendar year.
3. In the event that more than one (1) Employee submits a written transfer request to the Employer for the position, the Employer will consider the Employee having the greatest seniority who meets the staffing needs, as determined by, and in the sole discretion of, the Employer. If the Employee turns down the transfer, the transfer request is removed from the file.
4. In the event that no transfer request is received for a posted shift opening, the Employer has the right to assign the position to any Employee.
5. Employer shall not be required to approve more than five (5) transfers per initial shift opening.
6. Transfer assignments for shift openings are not subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 32

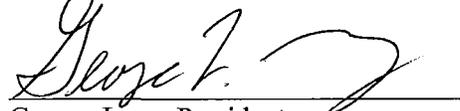
Duration / Authentication

This Agreement shall become effective as of 1 January 2015 and shall continue until 31 December 2017. Thereafter, it shall continue in force from year to year unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the term or extended term of the Agreement, of any intention to make changes in or terminate the Agreement.

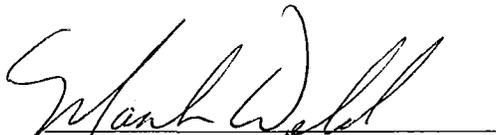
The change from a 52-hour work week to a 50.461 hour work week and any change to any benefit related to or impacted by the adoption of a 50.461 work week shall not go into effect until April 1, 2015.

In Witness whereof, the parties have executed this Agreement this 1st day of April, 2015.

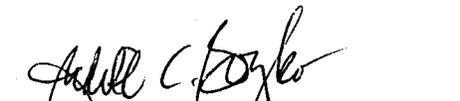
**THE BOARD OF TRUSTEES
WEST CHESTER TOWNSHIP
BUTLER COUNTY, OHIO**

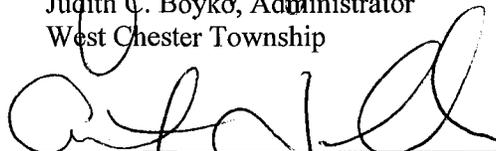

George Lang, President


Lee Wong, Trustee


Mark Welch, Trustee

Certification:

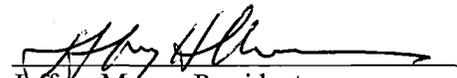

Judith C. Boyko, Administrator
West Chester Township

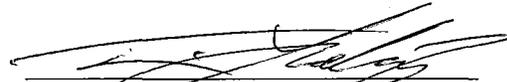

Anthony Goller, Fire Chief

Approved as to form:
FROST BROWN TODD LLC
Attorneys at Law


Donald L. Crain, Law Director
Frost Brown Todd LLC

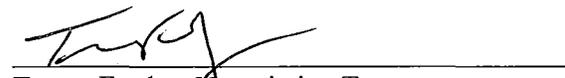
**LOCAL 3518
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**


Jeffrey Moore, President
IAFF Local 3518


Timothy Ludwig, Vice-President
IAFF Local 3518


Sean Connelly, Secretary Treasurer
IAFF Local 3518


Randall Hanfen, Negotiating Team
IAFF Local 3518


Trevor Frodge, Negotiating Team
IAFF Local 3518


Jason Hartley, Negotiating Team
IAFF Local 3518