

**ORIGINAL**

**K 32949**

**0049-01**

**14-MED-10-1571**

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

***AMERICAN TOWNSHIP***

*And the*

***AMERICAN TOWNSHIP PROFESSIONAL FIREFIGHTERS***

***INTERNATIONAL ASSOCIATION OF FIREFIGHTERS***

***LOCAL 4020***

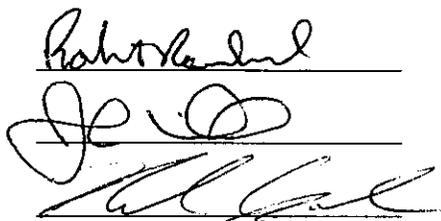
**SERB Case Number: 2014-MED-10-1571**

**January 1, 2015 to December 31, 2017**

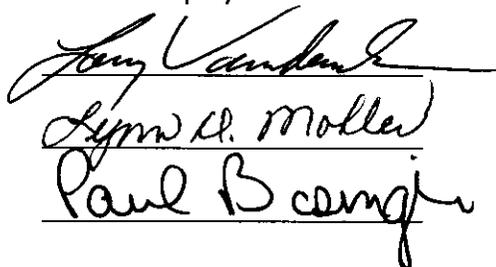
**Article 1: PREAMBLE**

**Section .1** This Agreement, is entered into by and between American Township, hereinafter referred to as the "Employer," and American Township Professional Firefighters, IAFF Local 4020, International Association of Fire Fighters, hereinafter referred to as the "Union." The purpose of this Agreement is to achieve and maintain harmoniously relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences that may arise, and to establish proper standards for wages, hours, and other conditions of employment.

For the Union

  
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For the Employer

  
Three handwritten signatures for the Employer, each on a horizontal line.

Date tentatively agreed on: 11-25-14

**Article 2: RECOGNITION**

**Section .1** The Employer recognizes the Union as the exclusive representative for all employees included in the bargaining unit, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment. The bargaining unit covered by this agreement is comprised of:

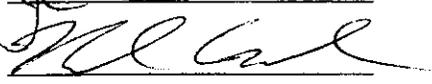
**Included: All full-time Firefighters, Lieutenants, and Platoon Chiefs**

**Excluded: Fire Chief and Deputy Fire Chief**

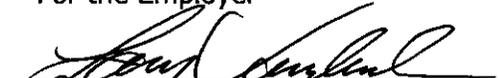
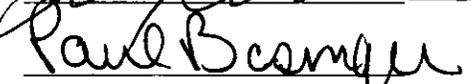
**As certified by SERB on  
November 4, 2014 in Case No. 2014-MED-10-1571**

**Section .2** In the event that jobs currently within the bargaining unit are changed or new positions are created, the parties will meet upon request to determine if such positions shall be included in the bargaining unit. If the parties cannot agree to include or exclude the new position from the bargaining unit, the matter will be submitted to the State Employment Relation Board, hereinafter referred to SERB for determination.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

### Article 3: DUES DEDUCTION

**Section .1** The Employer agrees to deduct regular Union membership dues, fees and assessments once each pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee (Appendix A). The Union must present the signed payroll deduction form to the Employer. Upon receipt of the proper authorization, the Employer will deduct Union dues, fees and assessments from the pay period as soon after which the authorization was received by the Employer.

**Section .2** The Employer shall be relieved from making such individual dues deductions upon an employee's, (a) termination of employment; (b) transfer to another job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed unpaid leave of absence; (e) written revocation of the dues deduction authorization by an employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of this Agreement.

**Section .3** The Employer shall not be obligated to make deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the amount deductible for dues, fees, and assessments.

**Section .4** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the deductions for union dues, fees and assessments will normally be made by deducting the proper amount.

**Section .5** The Employer agrees to transfer to the Union's Treasurer, the first pay period of each month the monthly aggregate amount of the deductions made for the previous month and a listing of the employees for whom dues deductions were made will be furnished to the union each month.

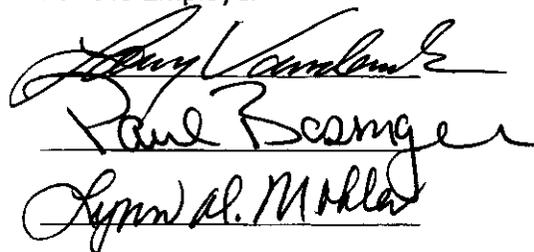
**Section .6** In the event that the Union authorizes a fee or assessment, it shall be combined with the membership dues.

For the Union

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Date tentatively agreed on: 11-25-14

For the Employer

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**Article 4: MANAGEMENT RIGHTS**

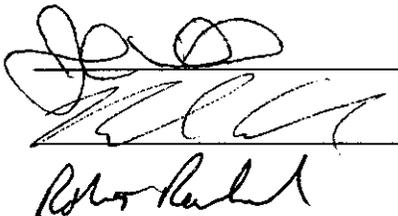
**Section .1** Except as otherwise specifically agreed herein, the Employer retains all of its rights and responsibilities as set forth in O.R.C. Chapter 4117, including the right to:

- A. Determine matters of inherent managerial policy, which includes, but is not limited to areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the Employer's mission as a governmental unit.

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

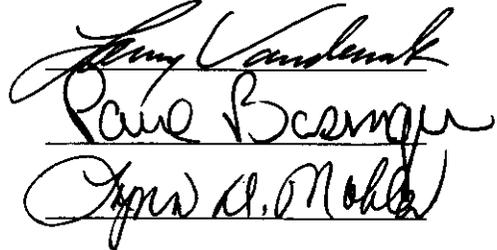
**Section .2** The Union shall recognize the right and authority of the Employer to administer the business of the Employer and to retain full right and responsibility to direct operations.

For the Union



Date tentatively agreed on: 11-25-14

For the Employer



**Article 5: RESIDENCY**

**Section .1** In accordance with O.R.C. Section 9.481, bargaining unit employees shall, as a condition of employment, reside either in Allen County or in a county adjacent to Allen County. The Employer and the Union agree to meet to modify such residency requirements in the event of a change in the O.R.C. provided no current employee shall be required to relocate their residence as the result of such change.

For the Union

  
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For the Employer

  
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Paul Beaman  
\_\_\_\_\_  
Lynn M. Miller  
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Date tentatively agreed on: 11-25-14

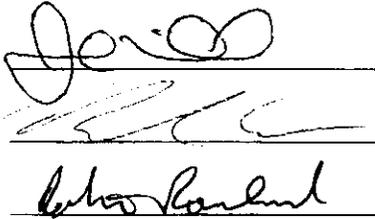
**Article 6: PROBATIONARY PERIODS**

**Section .1** Every newly hired employee in the bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation as a member of the bargaining unit from the Employer and shall continue for a period of twelve (12) consecutive months. A probationary employee may be terminated any time during the probationary period and shall have no right to the grievance procedure. All newly hired employees shall be required to obtain Ohio EMT certification and Ohio Firefighter II card within 12 months of hire.

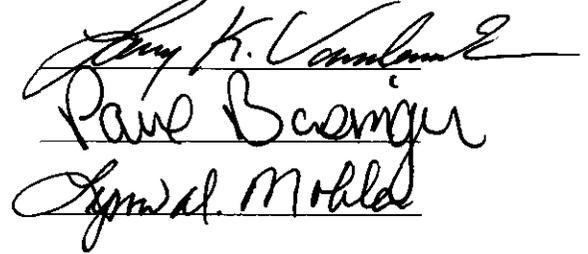
**Section .2** The Employer may extend an employee's probationary period for up to six (6) additional months upon written notice to the employee and the Union, which will include reasons for the extension.

**Section .3** Probationary employees shall be eligible for benefits as specified in this Agreement or in plan documents describing such benefits.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

**Article 7: SENIORITY**

**Section .1** Seniority is granted only to regular employees and not to temporary employees. Employees on probation shall not have seniority. Upon satisfactory completion of the probationary period, seniority will become effective as of the earliest date of continuous employment as an employee in the bargaining unit or, if earlier, full-time employment with the Elida Community Fire Company, Inc.

**Section .2** Seniority will continue to accumulate while an employee is on disability, pregnancy, or military leave. If personnel are hired on the same day, the lowest social security number will determine seniority. Successful completion of the probationary period must occur before the employee becomes eligible for vacation hereunder.

**Section .3** If an employee with seniority is on layoff and the Employer decides to increase the force, it shall recall those employees with seniority in order of their seniority. In so doing, the Employer will notify the employee by registered mail at his/her last known address on record in the payroll office and further shall notify the Union. If such employee does not report to work within five (5) days after the date he is ordered to report (illness excepted), the employee shall be terminated.

**Section .4** If an employee with seniority is laid off, such employee shall retain seniority.

**Section .5** Employees shall lose their seniority rights and be considered terminated if:

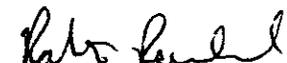
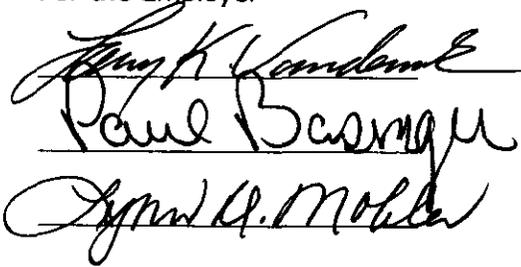
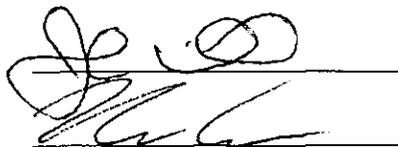
- (a) They quit.
- (b) They fail to report their absence for three (3) consecutive work days, except in case of bona fide illness and/or injuries, which prevent them from doing so.
- (c) They engage in any work or accept employment from another employer while on a leave of absence which is inconsistent with the reasons for the leave of absence or overstay the maximum length of a leave of absence.
- (d) They are discharged for just cause.

**Section .6** A bargaining unit employee who accepts employment with the Employer in a position outside the bargaining unit shall retain his or her seniority for a maximum period of twelve (12) months from the date the employee assumes the position; and within that period shall have the right to return to the bargaining unit in any position in which the employee's seniority and job qualifications would permit.

**Section .7** The Employer shall maintain and post by November 15, each year a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such cases as may be it agreed upon by the Employer and the Union.

For the Union

For the Employer



Date tentatively agreed on: 11-25-14

**Article 8: LAYOFF AND RECALL**

**Section .1** The Employer may lay employees off due to lack of work or lack of funds. The Employer shall notify the affected employees as soon as possible, but not less than fourteen (14) days in advance of the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees. The layoff procedure shall not be used for disciplinary purposes.

**Section .2** The Employer shall determine the order in which bargaining unit employees shall be laid off by inverse order of seniority, as defined in Article 7 of this Agreement.

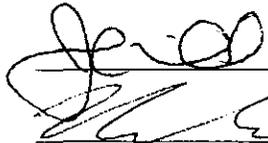
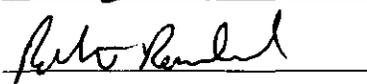
**Section .3** Laid off employees shall be permitted to voluntarily attend in house training programs provided by the Employer. No wages or benefits shall be paid for such attendance nor shall the same result in any cost whatsoever to the Employer.

**Section .4** Employees who are laid off shall be placed on a recall list. If there is a recall, employees who on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled.

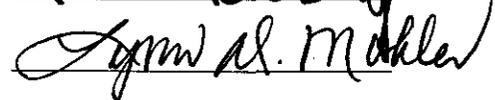
**Section .5** Notice of recall shall be sent to the employee by certified mail, return receipt requested with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

**Section .6** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall actually return to work as soon as possible, but not more than fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

**Article 9: UNION REPRESENTATION**

**Section .1** A non-employee Union representative shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein. The Union agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

**Section .2** The Employer shall recognize one employee to act as the local grievance representative for the purpose of representation as specifically outlined in this Agreement.

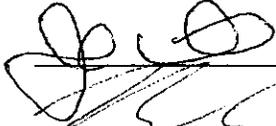
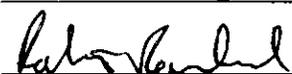
**Section .3** The local grievance representative shall confine his Union activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings or other meetings which have been authorized by the Employer. The local grievance representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

**Section .4** The writing and investigating of grievances shall be on non-work time, except where the employee has permission of the Chief or his designee to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. Non-work time shall be defined as scheduled shift time where the employee is not performing assigned duties.

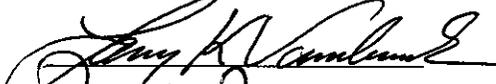
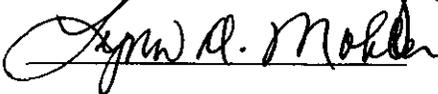
**Section .5** The Union shall provide to the Employer an official roster of its Stewards and Local Union officers which is to be kept current at all times.

**Section .6** On duty bargaining unit members shall be permitted to attend Local 4020 Union meetings held at the designated fire stations subject to call outs.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

**Article 10: PERSONNEL RECORDS**

**Section .1** All employees must report any changes in home address, telephone number, marital status or number of dependents so that payroll, benefits and personnel records may be kept up to date. Evaluations and disciplinary actions are among the records, which will be kept in each employee's personnel file. An employee may review the materials in his/her personnel file by making an appointment with the Fire Chief and reviewing the materials in his presence at a mutually agreeable date and time. The file will contain a notation signed and dated by the employee that he/she has reviewed the file. If upon examining the personnel file, an employee has reason to believe that there is an unfavorable or incorrect notation contained therein, the employee shall be given the right to place a statement or rebuttal or explanation in his file.

**Section .2** When an employee is evaluated, any disagreement he/she may have with the evaluation shall be noted in writing, signed and dated.

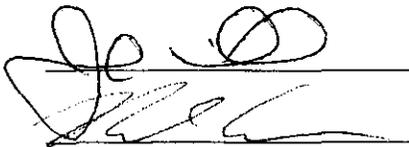
**Section .3** Upon the request of the member to the Chief in writing for a copy of the members personnel file, the Chief shall permit inspection thereof by the member within three (3) business working days, excluding weekends and holidays. A copy of any documents contained therein shall be provided to the member if requested.

**Section .4** Upon the request of the member to the Chief in writing, disciplinary action contained in the member's personnel record shall be removed there from and placed in a separate disciplinary record in accordance with the following schedule:

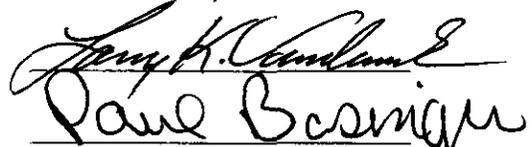
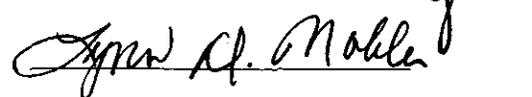
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| (a) | Memoranda of oral warnings and written warnings | 18 months |
| (b) | Suspensions of three days or less               | 24 months |
| (c) | Suspensions for periods longer than three days  | 36 months |

Records of discipline that have been, or are to be removed pursuant to this Section, shall not be considered for purposes of determining appropriate levels of discipline or other personnel matters.

For the Union

  
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Peter Kankel

For the Employer

  
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Paul Besinger  
  
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Lynn A. Noble

Date tentatively agreed on: 11-25-14

**Article 11: NON-DISCRIMINATION**

**Section .1** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, race, color, sex, religion, national origin, ancestry or qualified disability. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state disability laws.

**Section .2** All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

**Section .3** The Employer agrees not to interfere with the rights of the employees to become members of the Union, and to engage in legally protected concerted activity.

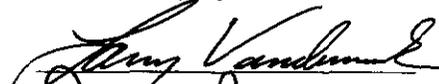
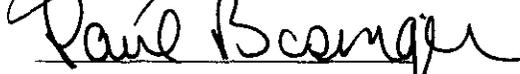
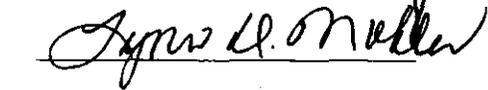
**Section .4** The Union and its members agree not to interfere with the rights of employees to decline membership in the Union or to decline participation in Union activities.

**Section .5** Alleged violations of this Article that are also filed as charges with the Equal Employment opportunity Commission or Ohio Civil Rights Commission shall be ineligible for review through the Grievance Procedure of this agreement.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

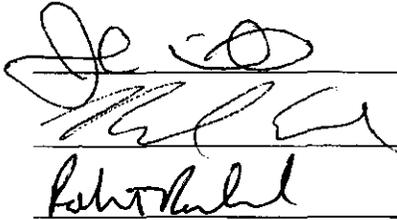
**Article 12: SEXUAL HARASSMENT POLICY**

**Section .1** The Employer strictly prohibits Sexual Harassment against any person in the course of employment, including but not limited to employees, volunteers, and members of the public whom we serve. Sexual Harassment is any deliberate, repeated, or unsolicited verbal comment, gesture or physical contact of a sexual nature. This form of misconduct undermines the integrity of the employment relationship, creates sexually offensive working environment, and interferes with the work effectiveness of victims and their coworkers. Sexual Harassment also occurs when an employee suffers a tangible job detriment in retaliation for refusing to submit to sexual demands.

**PROCEDURE FOR PROCESSING SEXUAL HARASSMENT COMPLAINTS.**

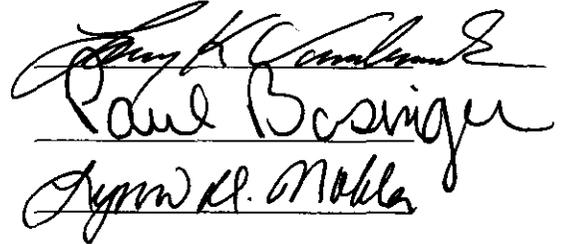
- A. Any employee who believes he or she to be the subject of sexual harassment shall bring such behavior to the immediate attention of his or her supervisor, which will then address the issue with the superior officers. If the incident involves the supervisor it is then expectable to go straight to the superior officers
- B. Complaints will be processed inasmuch confidence as possible. All the circumstances will be considered in determining whether or not sexual harassment has occurred.
- C. Sexual harassment may subject the offender to disciplinary action.

For the Union



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For the Employer



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Date tentatively agreed on: 11-25-14

**Article 13: STANDARD OPERATING GUIDELINES**

**Section .1** Except to the extent expressly modified by specific provisions of this Agreement, the standard operating guidelines of American Township Fire Department, as currently in effect or as amended consistently with Article 13.2 of this Agreement shall remain in full force and effect.

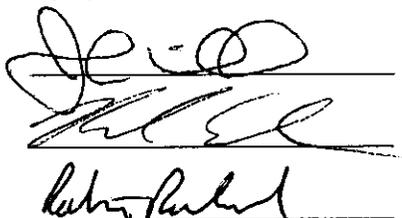
**Section .2** The Employer Agrees that amendments, modifications, additions to or deletions from the Standard Operating Guidelines and any other work rules directives, policies and procedures it may implement shall be applied uniformly under similar circumstances within the group or groups of employees to whom they are directed. Each affected employee shall be provided an email or paper copy of and directed to read all such amendments, modifications, additions to or deletions from the Standard Operating Guidelines and any rules, directives, policies and procedures applicable to him and sign an acknowledgment indicating receipt of same. Any employee on leave of absence, sick leave, vacation or other authorized time off shall be required to sign the acknowledgment upon their return to work.

**Section .3** A copy of all new work rules, directives, policies and procedures adopted after the effective date of this Agreement will be provided to the union in writing prior to the date of the implementation.

**Section .4** The parties agree that any disciplinary action taken against any bargaining unit employee arising as a violation of the Standard Operating Guidelines (SOG) will be only for just cause. Any employee disciplined for violating the SOG will have the right to grieve the discipline through the grievance procedure.

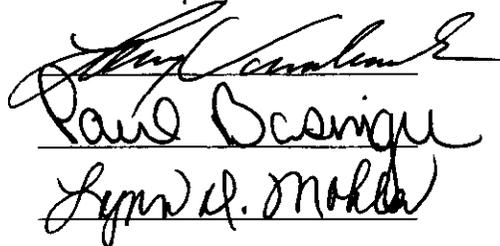
**Section .5** To the extent that the Standard Operating Guidelines contain benefits that are not found in this agreement, issues concerning their application may be reviewed under the grievance procedure in this agreement.

For the Union



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For the Employer



Three handwritten signatures are present, each written over a horizontal line. The signatures are in black ink and appear to be cursive.

Date tentatively agreed on: 11-25-14

## **Article 14: TRAINING/CERTIFICATION**

**Section \_\_\_\_.**1 The Employer shall pay the cost of any bargaining unit member who attends training required by the Employer. Any bargaining unit member not on duty, who is assigned or required by the employer to attend training, shall be paid their overtime rate of pay.

**Section \_\_\_\_.**2 The Employer shall provide seven (7) calendar days notice if the employee is required to attend any mandatory training. In the event the employee is on approved leave or does not receive the 7 days notice, the employee shall be excused from the training. The notice will also be put in writing and posted on the bulletin board.

**Section \_\_\_\_.**3 Whenever possible the Employer's vehicle shall be used for transportation for training purposes. If a vehicle is not available, approval may be given for use of a private vehicle in which case reimbursement for mileage will be made at the rate authorized by the IRS.

**Section \_\_\_\_.**4 A maximum of \$50.00 per day (\$10 breakfast-\$15 lunch-\$25 supper) may be obtained for reimbursement for meals expenses incurred during a training seminar or training event. There will be no reimbursements for gratuity or alcohol purchases.

**Section \_\_\_\_.**5 The Employer shall pay the cost of textbooks for job-related educational improvement.

**Section \_\_\_\_.**6 When approved by the employer, an employee may attend outside non-required training related to fire and or EMS. The employee will submit in writing a request for training consisting of training dates, training times, cost, and general course information. The chief must respond to the request in three (3) working days following the next regularly scheduled Township Trustees meeting.

**Section \_\_\_\_.**7 All newly hired employees shall be required to obtain Ohio EMT certification within one (1) year from their appointment date and shall have thirty-six (36) months from the appointment date to obtain a state of Ohio Paramedic certification. They shall have their Ohio Firefighter Level II card within 12 months of hire.

**Section \_\_\_\_.**8 The Employer will provide, at its cost and in the manner, which, in its discretion, it deems appropriate, the means necessary for each employee to obtain and maintain the certification required for his or her position, and each employee shall be responsible for maintaining such certification.

**Section \_\_\_\_.**9 Bargaining unit members whose seniority date is prior to December 31, 1997, shall only be required to maintain their certifications in effect as of January 1, 2003.

**Section \_\_\_\_.**10 The Employer shall pay for all associated costs for bargaining unit members to maintain their required certificates or licenses. The Employer, if requested by a bargaining unit member may grant an extension of up to six months to re-certify or renew any required

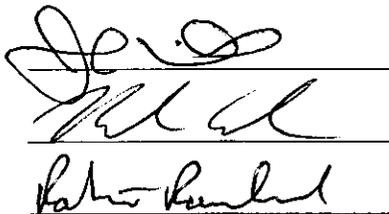
certifications or license for the position held.

**Section .11** Where recertification of a bargaining unit member is required by the state laws or regulations to obtain recertification as in the EMT, Paramedic, or Firefighter and the member is on the payroll at the time recertification is required, the Employer will pay, in advance, for the application and/or tuition costs necessary for recertification. If a bargaining unit member fails to obtain required re-certification, he/she may be placed on paid leave, if the member has paid leave available, or unpaid leave until such time as the member obtains recertification. If the member does not obtain recertification within nine (9) months of being placed on unpaid leave, the member will be subject to termination of employment. If termination occurs on this basis, the bargaining unit member will not be required to reimburse the Township for tuition or application cost paid by the Employer.

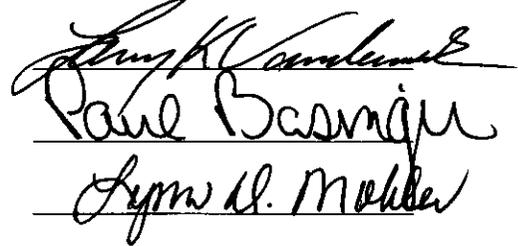
**Section .12** A bargaining unit member shall have a valid Ohio driver's license or work driving privileges. A temporary or administrative license suspension shall not constitute the failure to maintain minimum qualifications under this Article. For purposes of this Section, a temporary or administrative suspension of a driver's license is forty-five (45) days or less. For the purpose of EMS certification, a temporary suspension is 90 days or less. The Employer reserves the right, in its sole and absolute discretion, to extend the time periods set forth as the maximum limit of a temporary certification.

**Section .13** If a bargaining unit member voluntarily leaves employment with two (2) years of their original appointment date, the bargaining unit member shall be required to reimburse the Employer for all cost and expenses paid on his/her behalf, while attending certification classes. The Employer will be entitled to deduct these expenses from any salary or benefit amount otherwise due to the bargaining unit member, or may pursue any other legal remedy to obtain collection.

For the Union

  
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For the Employer

  
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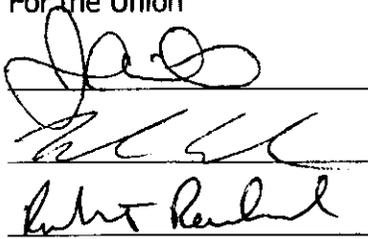
Date tentatively agreed on: 11-25-14

**Article 15: CORRECTIVE ACTION**

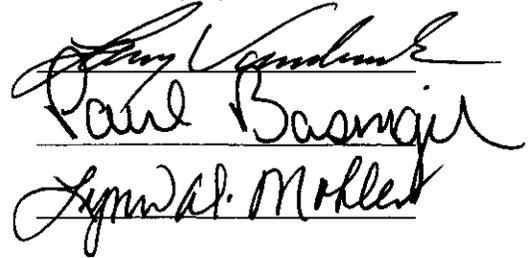
**Section .1** Disciplinary action shall be for just cause and shall conform to the disciplinary policy and procedures set forth in the Employers Standard Operating Guidelines. The parties agree that by incorporating by reference the employers SOG that the types of offense as outlined in the SOG is only a reference to the level of discipline that may be imposed. In the event that discipline is imposed and the discipline is appealed to arbitration, the arbitrator may determine whether the violation or infraction constitutes just cause for the level of discipline imposed.

**Section .2** Employees shall be entitled to Union representation at all pre-disciplinary meetings or conferences and at all meetings with management representatives of the Employer with respect to which there is a reasonable likelihood that disciplinary action may result from the subject matter of such meetings.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

## **Article 16: GRIEVANCE PROCEDURE**

**Section** .1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

**Section** .2 All grievances must be processed at the proper step in order to be considered at the subsequent steps. The Union and/or any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance, which is not processed within the time limits provided, shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer with the stipulated time limits shall be deemed automatically advanced to the next step in the grievance procedure. All time limits provided for in this article may be extended upon mutual consent of the Employer and the Union. Work days shall be defined as Monday through Friday, except holidays, for both parties.

**Section** .3 It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances with a minimum amount of interruption in the work schedule. Every responsible effort will be made to resolve the grievances at the earliest step possible. In furtherance of this objective, the following procedure shall apply.

A. Step 1. The Union or aggrieved employee shall first take the grievance up with the Chief or designee not later than ten (10) work days after the grievant knew or should have known of the occurrence giving rise to the grievance. The Chief or designee shall meet with the grievant within ten (10) work days after the submission of the grievance and the Chief or designee shall respond within ten (10) work days following the meeting. Following the Step 1 response, the Union or the grievant shall have ten (10) work days to reduce the grievance to writing and it shall be referred to:

B. Step 2. When a grievance is referred to Step 2 it shall be taken up within ten (10) days of the receipt of the Step 1 answer with the Township Trustees. A Step 2 grievance meeting shall be scheduled within twenty (20) work days of the Chairman's receipt of the Step 2 grievance. The Employer will offer its final determination in writing to the grievant and the Union within ten (10) work days of the date of the meeting and shall be final and not appealable to Step 3 unless appealed in writing within ten (10) work days after the Union receives the Employer's final determination.

C. Step 3 - Arbitration.

1. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Employer by the Union in writing within ten (10) work days from receipt of the Employer's final response to the grievance at Step Two (2) of the Grievance Procedure. The parties may mutually request the assistance of a FMCS

mediator to resolve the grievance through mediation before proceeding with arbitration. the arbitration process will be deferred pending the outcome of the mediation effort. if mediation is not requested or the parties are unable to resolve the grievance through mediation, the parties shall attempt to agree to a mutually selected arbitrator. Should the parties be unable to agree upon a mutually selected arbitrator, then within twenty (20) work days the State Employment Relations Board (SERB) shall be requested by the parties to submit a panel of qualified arbitrators. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternatively with the party's right to strike the first name to be determined by a flip of a coin. All decisions reached by the arbitrator shall be final and binding on both parties with the expense charged by the arbitrator to be borne equally by both parties.

## 2. Authority of Arbitrator.

The arbitrator's decision shall be strictly limited to the interpretation, applications, or enforcement of the specific articles or sections of this Agreement, and shall be without power or authority to make any decision:

- a. Contrary to inconsistent with, or modifying or varying in any way the terms of this agreement.
- b. Establishing any new or different wage rates not negotiated as part of this agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding of the Employer, the Union, and the bargaining unit employees. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and argument or the submission of final briefs. The party asking for a written transcript shall pay the fees of a court reporter; however, such fee shall be split equally if both parties request a copy of the transcript. The expenses of the arbitrator and hearing room shall be shared equally. The party incurring them shall pay all other expenses.

**Section .4** All grievances should contain the following information and shall be filed using the grievance form attached to this Agreement as Appendix: *B*

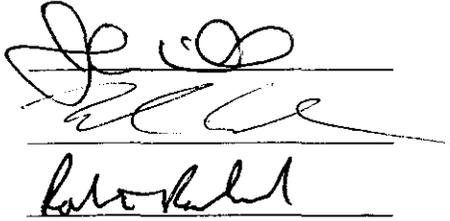
1. The grieved employee or the Union representative's name and signature;
2. The grieved employee's classification;
3. Date grievances were filed in writing;

4. Date and time grievance occurred;
5. The location where the grievance occurred;
6. A description of the incident-giving rise to the grievance;
7. Articles and Sections of the Agreement violated;
8. Desired remedy to resolve grievance.

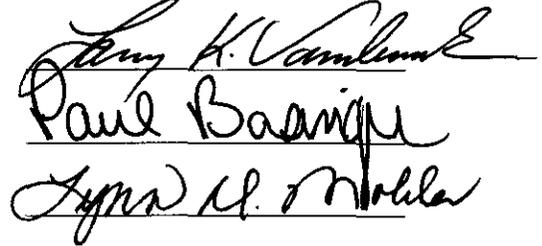
Failure to include any of the foregoing items shall not negate the grievance provided its substance and intent are clearly set forth in the grievance form.

**Section .5** Any employee covered by this Agreement or the Union may bring a grievance. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

## Article 17: LABOR/MANAGEMENT MEETINGS

**Section .1** In the interest of sound labor/management relations, upon request of either party once each quarter, the Employer and the Union agree to meet to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

**Section .2** The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held. The party receiving the request for a meeting may submit a written agenda of additional matters to be discussed to the other party within five (5) days following receipt of the original request and agenda.

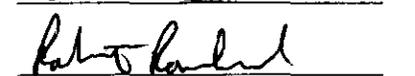
**Section .3** The purpose of labor/management meetings shall be to:

1. Discuss the administration of this Agreement;
2. Disseminate general information of interest to the parties;
3. Discuss ways to increase productivity and improve efficiency;
4. Consider and attempt to resolve health and safety matters relating to employees and work areas; and discuss departmental rules, regulations, and standard operating guidelines.
5. Give the union representatives the opportunity to share the view of their members and make suggestions on subjects of interest to their members.
6. Review and act upon matters referred to them by the employees or the employer.

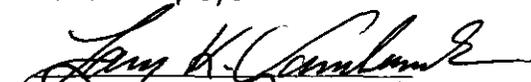
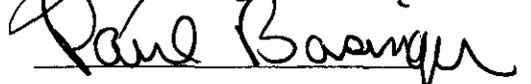
**Section .4** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened without unreasonable delay.

**Section .5** Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this article which are held during the employees' regular working hours.

For the Union

  
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For the Employer

  
  
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Date tentatively agreed on: 11-25-14

## **Article 18: HOURS OF WORK / OVERTIME**

**Section .1** The normal work schedule for bargaining unit employees shall consist of a three (3) platoon system with each platoon working three (3), 24 hour work shifts with 24 hours off duty between each of the first two (2) shifts and 96 hours off duty following the third shift.

**Section .2** Firefighters working the above 24-hour shift will receive 53 (53) hours of straight time pay and three (3) hours of overtime pay per weekly seven (7) day work period. This seven (7) day work period will begin Saturday at 0700 and end the following Saturday at 0700. Payday for this seven (7) day work period shall be no later than the following Thursday of each week.

**Section .3** A firefighter's straight-time hourly rate shall be computed by dividing his or her base annual compensation by 2756 which represents 53 hours per week times 52 weeks per year the employee is either working or is in active pay status.

**Section .4** All hours worked by a firefighter outside of the firefighter's regularly scheduled work shift, shall be paid at a rate equal to one and one-half times the firefighter's regular straight-time hourly rate. This rate of pay shall be referred to as overtime pay.

**Section .5** Notwithstanding the above, for purposes of complying with the FLSA in the event a complaint is filed with the Department of Labor, Wage and Hour Division, overtime shall be computed based on the minimum requirements of Section 207 (k) of the Fair Labor Standards Act.

**Section .6** Whenever the Employer determines it is necessary to fill a shift vacancy due to sick leave, vacation, or other absence of the regularly scheduled employee, the Employer shall first offer the additional hours to available bargaining unit employees before offering such hours to part-time employees. The Employer agrees to develop a procedure for distributing opportunities to work overtime among bargaining unit employees and for ensuring employees do not work an excessive number of consecutive hours. The Employer reserves the right to require any or all bargaining unit employees to work overtime in order to meet the operational needs of the Fire Department and will maintain seven (7) full time personnel on duty each day. If all full time employees decline overtime hours offered, the employer has the right to fill the position with a part time/volunteer employee.

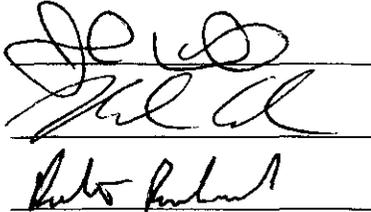
**Section .7** Any employee required to report for duty shall report as soon as possible after being notified. Bargaining unit employees shall report during an emergency in accordance with procedures established by the Employer.

**Section .8** Employees who report for duty at times not contiguous to their regularly scheduled shift shall be guaranteed a minimum of two (2) hours of pay at the rate of one and one-half times the employee's regular hourly rate, and will be required to remain at the station prepared for duty for the full two hour period or until released by the Fire Chief or his designee.

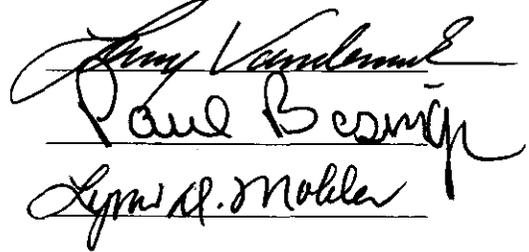
There will be no pyramiding of overtime.

**Section .9** Employees required to report to work early or remain after their normal quitting time, but not necessitating any additional travel to and from work, will be paid for the actual time worked. Employees required to remain after their normal quitting time will not be required to remain more than two (2) hours.

For the Union

  
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For the Employer

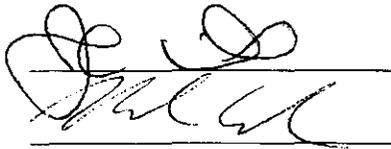
  
Three handwritten signatures are stacked vertically, each with a horizontal line underneath. The signatures are in cursive and appear to be: "Tony Vandenberg", "Paul Besinger", and "Lynne D. Moller".

Date tentatively agreed on: 11-25-14

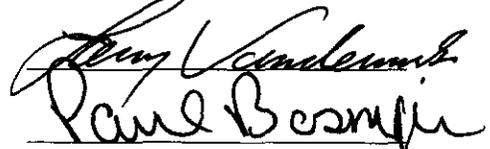
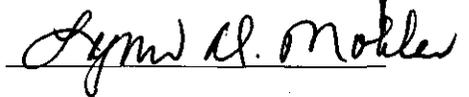
**Article 19: PAID PERSONAL DAYS**

**Section .1** Seventy-two hours of paid personal time will be given to each full-time hourly employee per year. The number of personal hours may be used at any time with the permission of the Fire Chief, Deputy Chief or in their absence the officer in charge. Two (2) bargaining unit members per shift shall be permitted off on vacation, or personal leave, regardless of manning. An employee off work on disability or sick leave does not count as an employee off in regards to this article. Any unused personal hours will not be allowed to accumulate and will be paid by the 2<sup>nd</sup> pay period of the following year.

For the Union

  
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Robert Kunkel

For the Employer

  
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Paul Bosnjic  
  
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Lynn H. Moller

Date tentatively agreed on: 11-25-14

**Article 20: PART-TIME/VOLUNTEER EMPLOYEES**

**Section .1** The union and the employer agree that any part-time/ volunteer employee will not be considered a bargaining unit member.

**Section .2** Part-time/volunteer employees will not be counted for minimum manning except in cases of unforeseen emergency when a full-time employee must leave work. The Employer agrees to fill the position as soon as practical with a full-time employee regardless of overtime costs, in accordance with article 18 section 6. The minimum manning number will be determined by the chief of the department.

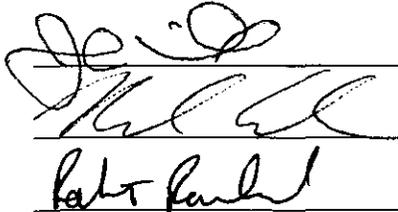
**Section .3** Part-time/volunteer employees will not be offered hours in what would normally be full-time employee overtime. Part-time employees/volunteer will not be considered for any callbacks, auto accidents, working fires or any special situation where a full-time employee would be called for overtime.

**Section .4** The Union understands that all decisions regarding part-time/volunteer employees including but not limited to the following are the prerogative of the Employer:

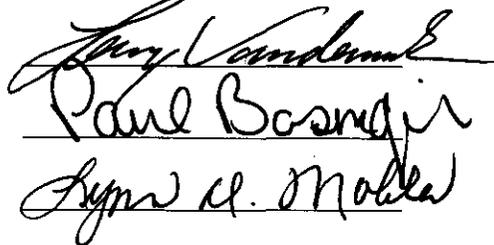
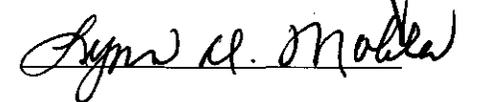
- a. The use and job descriptions of the employees
- b. Wages, hours and other benefits of the employees
- c. The minimum certification of the employees
- d. Probationary period and skills required

Part-time employees will be an appropriate subject of discussion in labor management meetings.

For the Union

  
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Robert Paul

For the Employer

  
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Paul Bosnjak  
  
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Lynn A. Moller

Date tentatively agreed on: 11-25-14

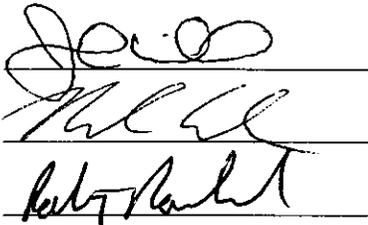
**Article 21: COMPENSATORY TIME**

**Section .1** Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay.

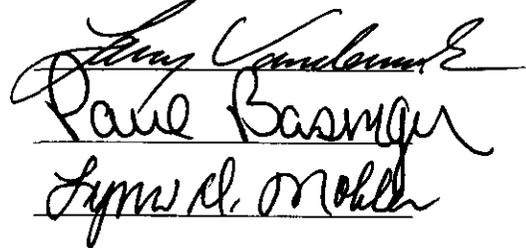
Compensatory time will be on a time and one half basis for each hour of overtime worked. Employees shall earn two (2) hours of compensatory time for each hour called in on a Holiday as defined in Article 23 of this Agreement. There will be a maximum of 240 hours that an employee can accumulate in compensatory time. Compensatory time may be rolled over into the next year, subject to a maximum of 240 hours as stated above.

Compensatory time can be used when an employee needs time off. An employee will be able to use their compensatory time with the approval of the Chief, Deputy Chief, or in their absence the Officer in charge. Compensatory may be taken in a minimum of 30 minute increments to a maximum of 72 hours. Two (2) bargaining unit members per shift shall be permitted off on vacation, or personal leave, regardless of manning. An employee off work on disability or sick leave does not count as an employee off in regards to this article.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

**Article 22: VACATION**

**Section .1** Employees will be granted vacation after the completion of their probationary period according to the following schedule:

- 1. After one full year of employment, two (2) weeks of vacation annually
- 2. After eight (8) full years of employment, three (3) weeks of vacation annually
- 3. After fifteen (15) full years of employment, four (4) weeks of vacation annually

Each nine (9) day period equals 72 hours worked which is four (40) hours over the maximum of 68 hours permitted in nine (9) days under Fair Labor Standards Act. (FLSA)

**Section .2** Vacation time will be scheduled by shifts, in two (2) rounds. The vacation calendar will be afforded to employees according to seniority. The first time the calendar is presented, employees may sign up to a maximum of six (6) shifts of vacation, all shifts scheduled the first time through must be consecutive. Once the calendar has been presented to all bargaining unit members, bargaining unit members may place a second request for vacation time in accordance to their seniority. The vacation shifts selected on their second pass do not have to be taken consecutive. The vacation calendar will be distributed in accordance with seniority during the first two weeks of December. The Chief shall complete the vacation list by December 31st of each year. Each employee in order of seniority may request vacation time thereon. After the Chief has prepared a schedule of vacation time requested by seniority, any remaining vacation days may be scheduled by any member with concurrence of the Chief on a first in line first in time assignment. No more than two (2) bargaining unit member per shift shall be permitted off on vacation, or personal leave, regardless of manning.

**Section .3** Unused vacation hours will not be allowed to accumulate and will be paid the 2<sup>nd</sup> pay period of the following year.

**Section .4** One vacation week equals three (3) shift days or seventy-two (72) hours off duty.

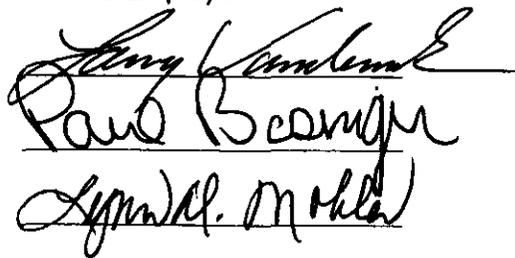
**Section .5** No more than two (2) bargaining unit members per shift shall be permitted off on vacation, or personal leave, regardless of manning. An employee off work on disability or sick leave does not count as an employee off in regards to this article.

For the Union



Date tentatively agreed on: 11-25-14

For the Employer



**Article 23: HOLIDAYS**

**Section .1** Bargaining unit employees are entitled to the holidays listed herein.

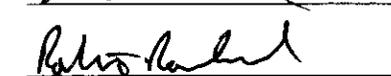
**Holidays:** Eligible employees are entitled to the following holidays:

- A. New Year's Day (January 1)
- B. President's Day (third Monday in February)
- C. Easter Sunday
- D. Memorial Day (last Monday in May)
- E. Independence Day (July 4)
- F. Labor Day (first Monday in September)
- G. Patriot Day (September 11)
- H. Veteran's Day (November 11)
- I. Thanksgiving Day (fourth Thursday in November)
- J. Day following Thanksgiving Day
- K. Christmas Day (December 25)

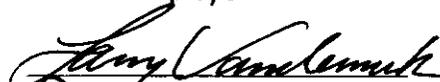
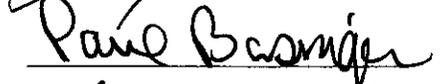
**Section .2** An employee working their normal shift on a holiday shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay for each hour worked. An employee working non scheduled overtime on a holiday shall receive two (2) times their regular rate of pay.

**Section .3** Other religious or ethnic holidays may be observed by requesting a day of vacation or an authorized leave of absence without pay, but will not be eligible for any addition holiday pay.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

**Article 24: SICK LEAVE**

**Section .1** Sick leave shall accumulate at the rate of 3.22 hours per weekly payroll period while in active payroll status. Active payroll status is defined as active hours worked or scheduled time off from scheduled shift. Overtime, sick time, shift swap or any other hours not part of scheduled shift do not qualify for sick time accumulated. Unused sick leave will be rolled over to the following year. Sick time may be taken when the following condition has been met:

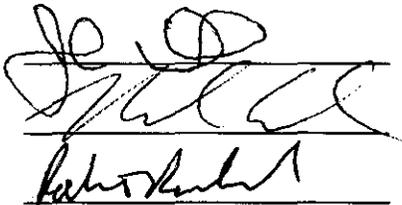
1. A doctor's slip may be required verifying the medical condition necessitating the sick leave and verifying the fitness of the employee to return to duty for employees who have been absent for two (2) consecutive work days or more.
2. An employee will be charged for sick leave only for time for which the employee would have otherwise have scheduled to work. Sick leave may be used in thirty (30) minute increments.

**Section .2** Sick leave shall be granted to an employee under the following circumstances:

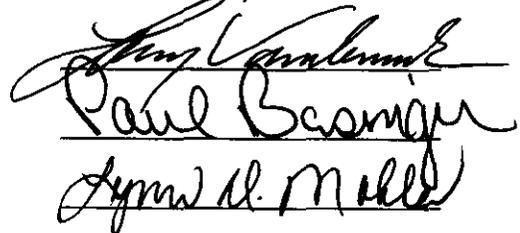
1. Illness, or injury, or medical appointments of the employee or the employee's immediate family, which requires the employee's personal care and attendance. Immediate family shall consist of parents, spouse, children or other persons related to the employee by blood or marriage and/or live in the same household

**Section .3** Upon retirement, twenty-five (25) percent of an employee's unused accumulated sick leave shall be paid to the employee at his current hourly rate of pay. This payment shall not exceed two hundred forty (240) hours of pay.

For the Union



For the Employer

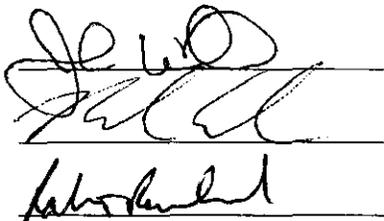


Date tentatively agreed on: 11-25-14

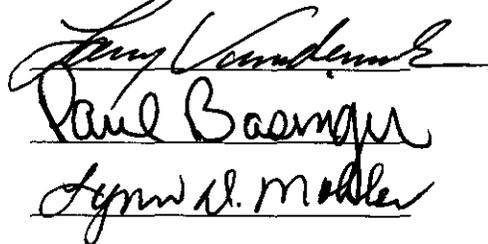
**Article 25: FUNERAL LEAVE**

**Section \_\_\_\_\_ .1** Any bargaining unit employee who has a death in his/her family shall be entitled to funeral leave with pay if the funeral leave falls on an employees regularly scheduled workday, to make household adjustments, travel to and from, arrange for funeral services, and to attend the funeral services, with prior approval of the Employer. Funeral leave shall consist of no more than seventy-two (72) hours through the day of the funeral. The employee must report to work on the first scheduled workday following the funeral. In the event of the death of the employee's spouse, parent or child an additional seventy-two (72) hours beyond the funeral service shall be granted. If an employee is notified of a death in the family while such employee is on duty, the employee will use sick time; if no sick time, personal time; if no personal time, vacation time before the 72 hours of funeral leave is used. For the purpose of this article, the definition of family shall be spouse, parent, stepparent, brother, brother-in-law, sister, sister-in-law, child, stepchild, grandparent, grandchild, and parent-in-law. In the event that the funeral takes place more than 500 miles distance from the employee's work place, an additional 24 hours of leave will be granted.

For the Union



For the Employer



Date tentatively agreed on: 11-25-14

**Article 26: UNPAID LEAVE OF ABSENCE**

**Section \_\_\_\_.**1 The Employer will grant a leave of absence to an employee who is unable to perform his/her job due to a non-work related injury or illness and who has exhausted all sick leave, vacation or other paid leave. The leave of absence shall be without pay and should be applied for in writing prior to the employee's absence.

**Section \_\_\_\_.**2 The leave without pay as set forth in Section 1 shall be limited in duration so that it does not exceed six (6) months, except as otherwise required by law. The employer in its discretion may grant additional leave without pay. An employee who does not return to work before expiration of his/her leave shall be reinstated to his/her position should a vacancy occur within the next six (6) months after the leave expires provided the employee provides a certification from a medical provider that the employee is capable of performing his/her job.

**Section \_\_\_\_.**3 The Employer will grant leaves of absence for disability due to pregnancy and childbirth on the same basis as it grants leave for other disabilities.

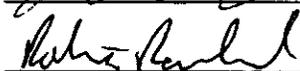
**Section \_\_\_\_.**4 When an employee knows in advance that they will be absent due to a disability, the employee shall give the Employer notice as far in advance as practical.

**Section \_\_\_\_.**5 An employee on leave without pay will submit medical certification justifying such leave and will submit additional medical certification(s) as may be required by the employer to substantiate the employee's need for continued leave.

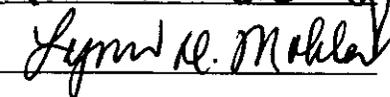
**Section \_\_\_\_.**6 An employee on leave without pay will be responsible for his/her medical insurance premium for the duration of the leave or until such time that the employee has returned to work in a full time capacity.

**Section \_\_\_\_.**7 Medical leave insurance premiums paid by the employer on behalf of the employee during the employees unpaid leave of absence will be paid back to the employer at a rate as determined by the Employer not to exceed 25% of the employees net weekly wages.

For the Union

  
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For the Employer

  
\_\_\_\_\_  
Paul Basmaji  
  
\_\_\_\_\_

Date tentatively agreed on: 11-25-18

## **Article 27: FITNESS FOR DUTY**

**Section .1** When an employee notifies the Employer the employee is no longer able to perform the essential functions of the employee's position, or the Employer has a reasonable suspicion an employee has a medical and/or psychological problem which affects the employee's ability to perform the essential functions of the employee's position, the procedures outlined in this article shall be applicable.

**Section .2** The Employer may require the employee to submit to a medical and/or psychological examination to determine the employee's ability to perform the essential functions of the classification to which the employee is assigned. Such testing or examination shall be performed by a medical professional from the respective field selected by the Employer. The cost of such tests or examinations shall be paid by the Employer. If the employee is found to be unfit for duty, the employee will be temporarily placed on available leave time or an unpaid leave of absence, as per Article 26 until a final determination can be made regarding the employee's ability to perform the essential functions of the employee's classification.

**Section .3** A Review Conference will be scheduled within fourteen (14) calendar days from receipt of the report of the physical examination as outlined in Section .4 with the Employer and/or designee, the employee and the IAFF Representative, if the employee desires representation, to review the findings from the examination(s) conducted in accordance with above.

**Section .4** At the conference the employee may present any evidence which the employee believes refutes the findings from the previous examination(s). If the employee has reason to doubt the findings from the previous examination(s), the employee may submit the results of a second examination conducted by a professional from the respective field selected and paid by the employee. If the results from the second examination differ from the first, a third physician will be chosen by the two attending physicians. A medical report will be made available to the employer containing medical information related to the employee's ability to perform his duties.

The cost of the third examination shall be shared equally by the Employer and the Employee. The results of the third examination shall be final and binding on all parties. The employee shall remain on paid leave or unpaid leave as provided for in Article 26, until the examination process as outlined above has been completed.

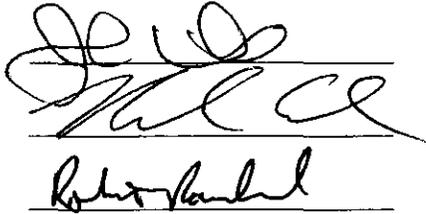
**Section .5** If an employee is found, as a result of the procedures outlined herein, to be unable to perform the essential functions of the employee's classification, the Employer may:

- A. Continue the employee on sick leave;

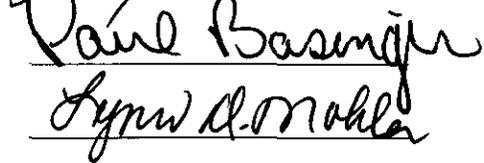
- B. Continue on or approve a temporary unpaid Leave for the period of recovery not to exceed the total period permitted in Article 26;
- C. Assist the employee in applying for a disability retirement; and/or
- D. Any combination of the above.

**Section .6** Nothing herein shall be construed nor interpreted as violating any rights an employee may have under any applicable Federal Law.

For the Union

  
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For the Employer

  
Paul Basinger  
  
\_\_\_\_\_

Date tentatively agreed on: 11-25-14

**Article 28: SAFETY/INFECTIOUS DISEASE EXPOSURE**

**Section .1** The Employer and the Union agree that the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in an effort to promote safety and prevent on-the-job injuries.

**Section .2** The Employer shall furnish and maintain, in good working condition, the necessary tools, facilities, vehicles, supplies and equipment required for bargaining unit members to safely carry out their duties.

**Section .3** The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatuses, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal flotation devices, necessary to provide and protect the safety and health of firefighters.

**Section .4** Employees shall observe safe working practices, Employer safety rules, and utilization of provided personal protection safety equipment.

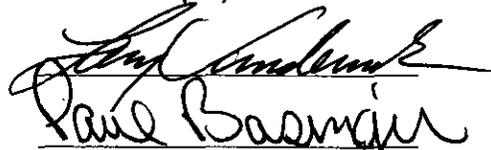
**Section .5** All working conditions believed to be unsafe must be reported in writing to the Chief or designee on a standardized form as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any, which are found, as soon as possible.

**Section .6** The Union may request a labor/management meeting to discuss safety issues.

For the Union

  
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For the Employer

  
Paul Basinger  
Lynn D. Mohler

Date tentatively agreed on: 11-25-14

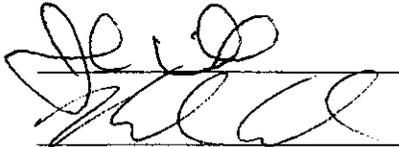
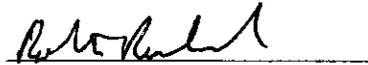
**Article 29: LIGHT DUTY ASSIGNMENT**

**Section .1** An employee who is unable to fully perform the duties of their classification because of medical reasons may returned to work temporarily in light duty status, with the concurrence of the Chief, when a doctor certifies that he/she can be returned to light duty and identifies the appropriate limitations for such duty.

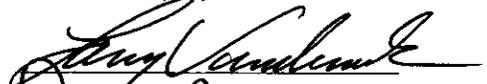
**Section .2** During such temporary reassignment, the Chief shall review every thirty (30) days whether the continuation of such light duty is practical and shall give the employee at least seven (7) days notice of the discontinuation of such light duty.

**Section .3** An employee placed on light duty longer than fourteen (14) days shall be placed on a forty (40) hour a week schedule. The employee's hourly rate of pay will be temporarily changed to reflect no loss in compensation compared the employee's regular rate of pay.

For the Union

  
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For the Employer

  
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Paul Basinger  
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Lynn K. Miller  
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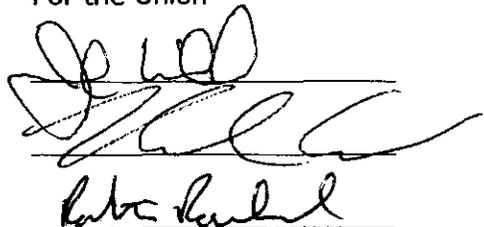
Date tentatively agreed on: 11-25-14

**Article 30: MILITARY LEAVE**

**Section .1** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or the reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is 176 hours or such other amount as may be enacted by the Ohio Legislature (R.C. 5923.05). The employee shall remit to the Employer of all compensation, allowances, and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status.

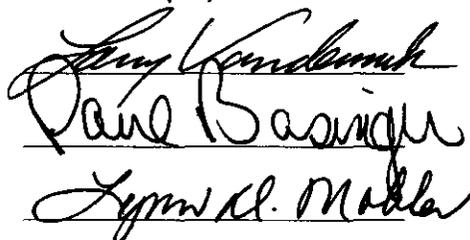
**Section .2** The Employer shall grant a leave of absence, without pay or contractual benefits, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

For the Union



Three handwritten signatures for the Union, each on a horizontal line.

For the Employer



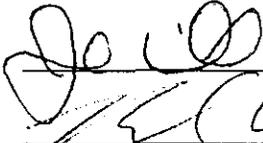
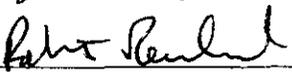
Three handwritten signatures for the Employer, each on a horizontal line.

Date tentatively agreed on: 11-25-14

**Article 31: JURY DUTY LEAVE**

**Section .1** An employee, while serving upon a jury in any court of record will be paid the employees regular salary for each scheduled workday during the period of time required to serve. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the Employer.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

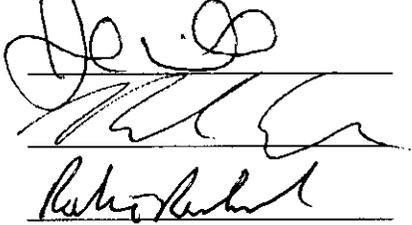
**Article 32: COURT LEAVE**

**Section .1** Time off with pay shall be allowed employees who are subpoenaed to attend any court of record as a witness resulting from their official duties as Firefighters for the American Twp. Fire Dept. All witness fees shall be assigned to the Employer.

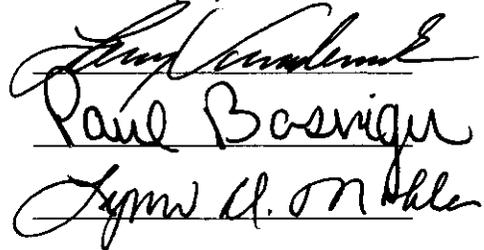
**Section .2** If the member is called to court on a day the member is not assigned to shift, the employee will be compensated for hours attending.

**Section .3** If an employee who is called to court is on a shift the day of the court date, a department vehicle will be provided to drive. In the event a vehicle is not available mileage will be reimbursed to the employee at the rate set by the IRS.

For the Union

  
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For the Employer

  
Paul Basvign  
\_\_\_\_\_

Date tentatively agreed on: 11-25-14

## Article 33: CLOTHING ALLOWANCE

**Section .1** The Employer shall assume the cost of furnishing new employees with a complete set of uniform requirements for the first year of service. The Employer shall pay for all uniforms by a P.O. to the said Company or business that this allowance is being bought from. This shall include: Three (3) pair of work pants, three (3) polo's, three (3) T-shirts, two (2) zip-up uniform shirts, one (1) pair boots, one (1) belt, one (1) badge, two (2) job shirts

**Section .2** Upon satisfactory completion of an employee's twelve (12) month probationary period, the employee will receive ~~\$33.33~~ **\$41.66** for each month of the calendar year remaining in the year in which a permanent appointment is obtained. Thereafter, the employee along with all the other bargaining unit members will receive a total of ~~four hundred dollars (\$400)~~ **five hundred (\$500)** for each calendar year. Such sum of ~~four hundred dollars (\$400)~~ **five hundred (\$500)** shall be used prior to the end of the fiscal year or forfeited.

**Section .3** In the event the employee damages any civilian clothing or personal items (eye glasses or contacts, watches, or other personal property) damaged in the line of duty will be repaired or replaced by the Employer, so long as it can be shown that there was no negligence by the employee, which contributed to this property loss or damage. All replacements to be made under this article must be requested through the Fire Chief who shall investigate such request and approve or disapprove the same.

A uniform committee will be established consisting of four bargaining unit members representing the bargaining unit. The committee shall meet to discuss any changes in the Fire Department uniform and establish any limits to cost or number of items that may be purchased.

The uniform allowance will be prorated for the year in which an employee plans to retire.

**Section .4** The annual allowance as set forth, shall be available to cover such wear and tear and replacement of the following uniform and other items of official clothing. In addition, employees may purchase other job related items with the advanced approval of the Fire Chief.

<u>Items</u>	<u>Description</u>
T shirts	Long or short sleeve
Polo Shirts	Long or short sleeve
Zip-up uniform shirts	Long or Short sleeve
Pants	EMS or straight pants
Job Shirts	Approved by the Chief
Boots	Approved by the Chief
Badge	According to Rank
Belts	Black trouser belt

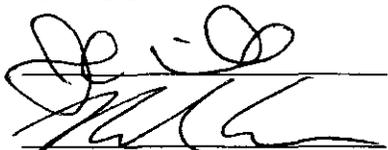
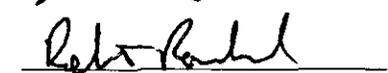
Crewneck Sweatshirt	Approved by the Chief
Winter Hats	Beanie or cuffed hats
Socks	Thermal
Ball Caps	Approved by the Chief
Class A uniform	
Gear Bags	
Safety Glasses	ANSI approved
Extrication Gloves	
Personal Flashlights	
Physical fitness attire:	For physical Fitness Only
Knit or mesh shorts	
Gray T-shirts	
Gray Sweat suits	Jogging pants and hooded sweatshirt

The Fire Chief and the uniform committee shall establish a list of acceptable locations to purchase clothing. Items shall be purchased using a PO system. There will be specific guidelines set by the Fire Chief on the cleanliness, neatness, and the time of day certain items will be acceptable to wear. Any new designs or logo changes must be pre-approved by the Fire Chief.

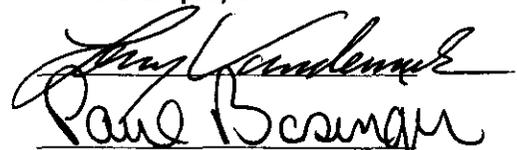
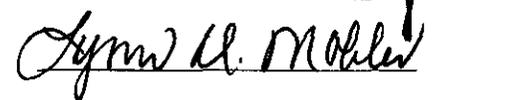
**Section 5.** Any required changes in the style of the current uniform, the Employer shall be responsible for the initial allotment at no cost to the employees.

**Section 6.** All clothing purchased with clothing allowance funds are the property of the American Township and should be turned into the Fire Chief immediately upon termination of employment and prior to issuance of the employee's last paycheck.

For the Union

For the Employer

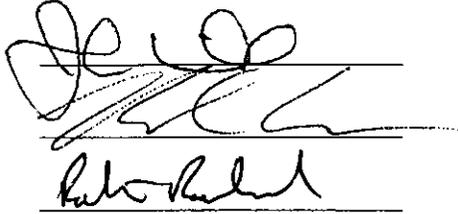
  


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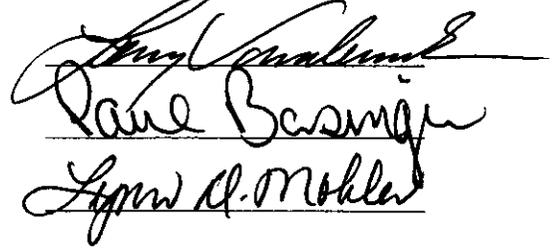
**Article 34: Dress Code**

The dress code for all employees will be established and set by the Fire Chief as governed by the State of Ohio.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

## **Article 35: Drug Free Work Place/Substance Abuse Testing**

**Section .1** In order to protect the health and safety of all employees and other persons having business with the Employer no employee shall manufacture, distribute, dispense, possess, purchase, sell, use or be impaired by illegal drugs or controlled substances including alcohol while working, while on Township premises, or while using or handling Township equipment. Adherence to this provision is a condition of employment. Violation of this Article may subject the offender to discipline or discharge.

**Section .2** Employees shall be subject to mandatory testing in the work place for drugs or alcohol in accordance with the following provisions:

**Section .3** Authority for Random testing: Only the Chief or his designee, acting on his behalf, in his absence, may order a drug or alcohol test. Employees in the bargaining unit will be tested only where there is a reasonable and objective basis to suspect that urinalysis, blood testing or breath analysis would produce evidence of the use of illegal drugs or alcohol or in the event of an injury motor vehicle accident. Provided, however, the Chief or his designee, may order a bargaining unit member to be tested on a random basis once a year. \* Additional test in a calendar year will be based on reasonable suspicion.

**Section .4** Testing Procedure:

A. This agreement applies to employees suspected of being under the influence of drugs or alcohol while working, and/or random testing as stated in section 3 of this article.

B. If an employee appears to be under the influence and after an investigation the Fire Chief or his designee has reasonable suspicion to believe that the employee is in a condition that is jeopardizing workplace safety or cannot perform his or her job due to impairment or intoxication, the employee will be required to submit to a drug and/or alcohol test screen. Any employee refusing to submit to that screen or refusing to sign the release and authorization attached to the agreement as Appendix C will be suspended with pay pending disciplinary action. A union representative will be present during any meeting with the employee.

C. Sample collection is to be accomplished in a manner compatible with the employee's dignity.

D. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with section F below. All breath analysis testing shall be in accordance with Department of transportation Standards.

E. All positive results will automatically be confirmed utilizing the GC-MS test.

F. If the test is positive the employee may, within 24 hours of being advised of the results, request the split sample be sent to an accredited laboratory or testing facility designated by the employee so long as the lab or testing facility meets the criteria in D and E above and provides a copy of their findings directly to the Medical Review Officer. They must sign an authorization to release such findings prior to the sample being delivered to the lab. The employee is responsible for all costs related to this testing; when it confirms the original findings.

G. The Employer does not maintain a drug/alcohol rehabilitation program, but information will be made available concerning area programs offering assistance to persons who need help with a drug or alcohol problem. Instead of discipline or discharge, a first offender may request sick time, personal time, vacation time or an unpaid leave of absence to enter a rehabilitation program. Return to work shall be conditioned upon the offender first presenting written certification of successful completion of the rehabilitation program and submission of such urine or blood test results as will assure the employer that the employee is drug free at the time he/she seeks reinstatement from the unpaid leave. Subsequent violation of this policy will result in disciplinary action.

H. Any employee who is released from rehabilitation will be subject to retesting at any time when his actions, as defined in section B demonstrate possible continued use. A positive test will result in suspension with pay pending disciplinary action. If the employee refuses testing he or she will be suspended pending termination.

I. If the employee is taking prescription or over-the-counter substances that might affect the results of the screen, the employee may be required to provide appropriate documentation of same to the Employers testing lab/medical review officer if the employee has a positive drug screen.

J. Any employee convicted of an offense under a criminal drug statute for an offense occurring within the work place must report his or her conviction to the employer no later than five (5) working days after the conviction. Failure to do so will result in discipline up to and including discharge. Information concerning the health of an employee will be treated as confidential.

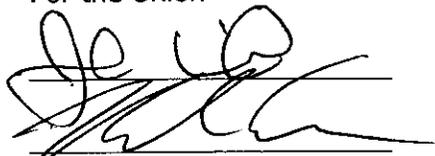
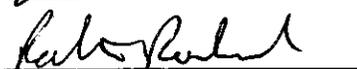
K. Any dispute with respect to the application of this Article shall be subject to the grievance procedure.

\* Selections of employees for random testing shall be made on an anonymous basis from Employee numbers by the testing laboratory as designated by the township and shall not exceed 1 employee per calendar quarter.

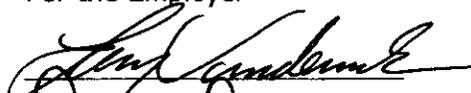
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**Article 35: Drug Free Work Place/Substance Abuse Testing**

For the Union

  
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For the Employer

  
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Paul Basemijn  
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Lynndal Moller  
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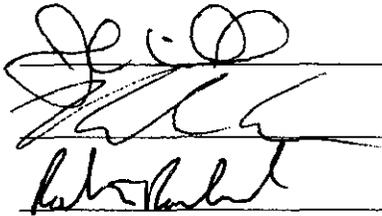
Date tentatively agreed on: 11-25-14

**Article 36: BULLETIN BOARDS**

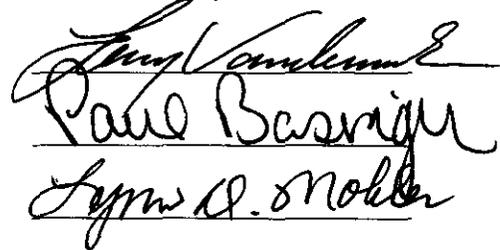
**Section .1** The Employer agrees to provide space for a bulletin board in an agreed-upon area of the Fire Department for exclusive use by the Union.

**Section .2** All Union notices which appear on the bulletin boards shall be posted and removed by a Union member and shall relate to items of interest to the members. Materials posted on the board shall relate only to Union meetings, elections, social events, report, and decisions affecting the employees in the Union.

For the Union



For the Employer



Date tentatively agreed on: 11-25-14

**ARTICLE 37: HEALTH & LIFE INSURANCE**

**SECTION .1** For the duration of this Agreement the Employer shall continue to provide full-time bargaining unit employees with hospitalization coverage at the same level of benefit as currently exists.. **Covered employees will pay the following percentage towards the premium cost of the insurance by payroll deduction- 13% of the Monthly Premium for the contract duration.**

<u>Effective Date</u>	<u>Single Plan</u>	<u>Two Party/Family</u>
<u>July 30, 2012</u>	<u>9% of monthly premium</u>	<u>9% of monthly premium</u>
<u>January 1, 2013</u>	<u>11% of monthly premium</u>	<u>11% of monthly premium</u>
<u>January 1, 2014</u>	<u>13% of monthly premium</u>	<u>13% of monthly premium</u>

Employee Insurance Contributions 9% of premium (in effect at signage of new contract and until 12/31/12)  
 Single \$43.70/month Adult w/child \$61.29/month Couple \$87.10/month  
 Family 1 child \$104.70/month Family 2 children \$122.25 /month Family \$146.80/month  
 Contributions 2013 11% of premium at 1/1/2013  
 Contributions 2014 13% of premium at 1/1/2014

**SECTION .2** The employer shall establish an insurance advisory committee made up of management and Bargaining Unit member representatives to advise the Employer on insurance-related matters. The Union shall be entitled to select three (3) of its members to serve on the committee. The employer agrees to meet with the committee to discuss and review any proposed changes in insurance coverage. Nothing in this article shall be construed to limit the Employer's right to solicit and implement reasonable cost containment features in its comprehensive health care benefits package for employees. All employees will be provided a copy of the plan description.

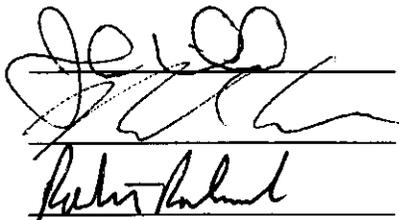
In accordance with the Township Employee Handbook, any employee that has alternate health insurance coverage can opt to enter the Cash in Lieu of Benefit Program offered by the Township. Payments of cash in lieu of benefits are as follows:

Single	\$1092.60/year
Couple	\$2185.20/year
Employee & 1 child	\$1563.72/year
Family w/1 child	\$2656.32/year
Family w/2 or more children	\$3390.27/year

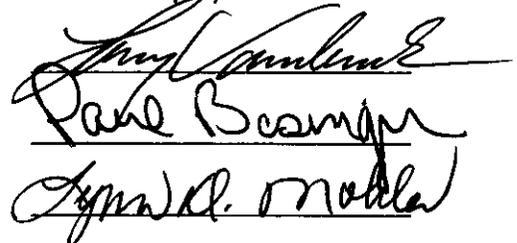
Cash payments will be made in equal installments at the end of each fiscal quarter.

**SECTION .3** The employer shall provide to each employee a group life insurance policy providing a death benefit equal to \$20,000.

For the Union



For the Employer



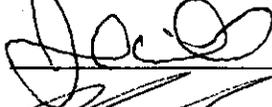
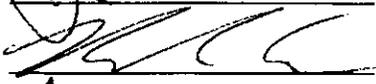
Date tentatively agreed on: \_\_\_\_\_

**Article 38: Wages**

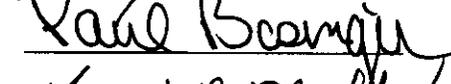
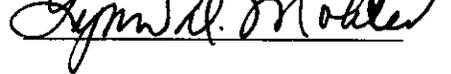
Employees will receive a 2% pay increase for each year of the contract beginning January 1, 2015. See Appendix A.

The Employer shall continue to contribute to the Ohio Police and Fire Pension Fund as required by ORC 742.34 Firefighter Employers' contribution.

For the Union

  
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For the Employer

  
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Date tentatively agreed on: 11-25-14

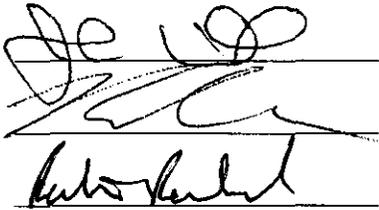
**Article 39: UNION USE OF EMPLOYERS FACILITIES**

**Section .1** The Union shall be permitted to hold meetings for bargaining unit members employed by the American Twp. Fire Dept., On American Twp. Fire Dept. property. The Employer agrees to allow the Union to use the facilities for bargaining unit matters; however, under no circumstances will Union use of these facilities be permitted to interfere with the business of the American Township Fire Dept.

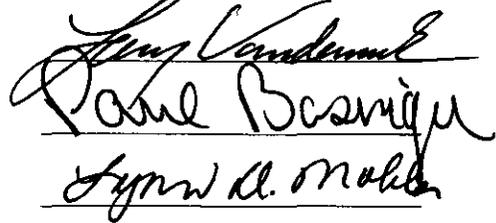
**Section .2** The Union shall be permitted to utilize the intra-departmental mailboxes for the purposes of providing information pertaining to Union business or bargaining unit representation to bargaining unit members. The Union agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation. All mail placed into the mailboxes by the Union shall be the property of the bargaining unit member(s) to whom it is addressed. The Union shall indemnify and hold harmless the Employer from any costs relating to the enforcement of the U.S. Postal Service private postal regulations resulting from the privilege granted in this Section.

**Section .3** The Employer agrees to provide office space at Station #1 to the Union for the purpose of conducting union business.

For the Union



For the Employer



Date tentatively agreed on: 11-25-14

## Article 40: NO STRIKE/NO LOCKOUT

**Section .1** The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any employee covered by this Agreement, shall individually or collectively, for any reason, authorize, ratify, cause, support, condone, sanction, engage in, initiate, or assist in, any sick out, boycott, work stoppage, walkout, stay-in, slowdown, picketing, sympathy strike, strike or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. In addition, the Union and all employees agree that during the life of this Agreement they will not hinder or interfere with any members of the public, suppliers, subcontractors, or others having business with the Employer.

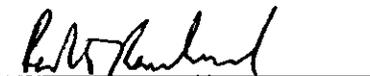
**Section .2** The Union and the officers thereof shall be liable for any acts their members may commit in violation of this article. Any individual employees violating this article shall be subject to disciplinary action by the Employer up to and including termination of employment. Any such disciplinary action by the Employer shall be subject to the Grievance Procedure contained in this Agreement. However, only the issue of whether the employee did in fact participate in the prohibited activity shall be subject to appeal and no employee who is found to have participated in such activities shall have his or her discipline overturned as a result of such appeal.

**Section .3** The Employer agrees that during the life of this Agreement, it will not engage in a lockout of employees unless those employees violate the provisions of this article. For purposes of this section, the term "lockout" shall not be construed to include any bona fide reduction in the workforce or any replacement of employees engaged in any strike or other prohibited acts as outlined herein.

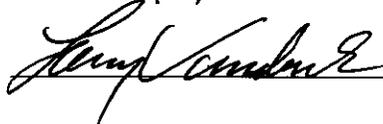
**Section .4** In the event of any violation of Section 1 of this article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce employees to return to work and to resume their usual work duties. Every reasonable effort by the Union shall include but not be limited to, ordering both orally and by telegram or letter signed by the ranking Union officer with a copy directed to the Employer, all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge.

**Section .5** 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 or other cessation of work.

For the Union

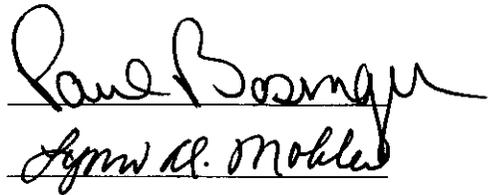


For the Employer





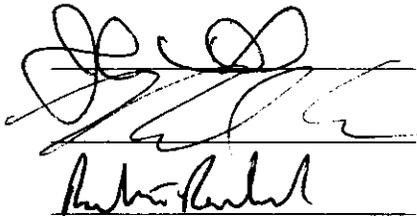
Date tentatively agreed on: \_\_\_\_\_

  
Jymal A. Mobley

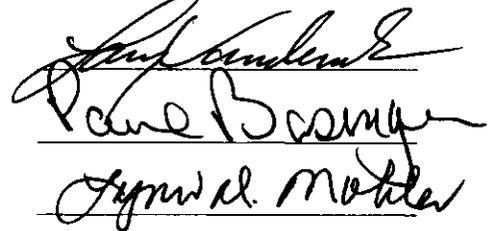
**Article 41: COPIES OF AGREEMENT**

**Section .1** As soon as possible following negotiations, the Employer shall prepare six (6) signed copies of this Agreement and shall place an electronic copy on the server for the use of Union members. The Union will mail to SERB the required number of copies.

For the Union

  
Joe

For the Employer

  
Paul Bosinger  
Jymal A. Mobley

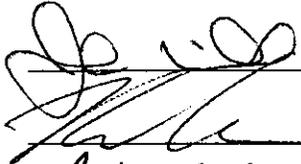
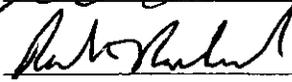
Date tentatively agreed on: 11-28-17

**Article 42: LEGAL REFERENCE/SEVERABILITY**

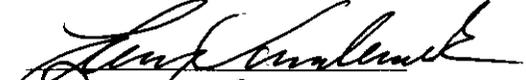
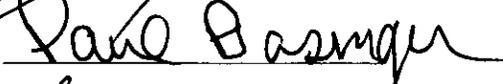
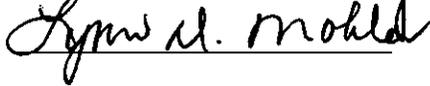
**Section \_\_\_\_ .1** If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or federal, state, or constitutional provision, such provisions shall be of no further force or effect, but the remainder of the Agreement shall remain in full force and effect.

**Section \_\_\_\_ .2** The parties agree that should any provisions of the Agreement be found to be invalid, that they will, upon written request by either party, schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

For the Union

  
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For the Employer

  
  
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Date tentatively agreed on: 11-25-14

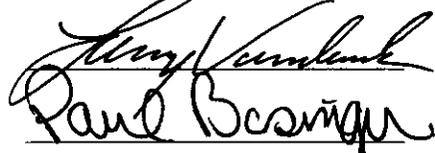
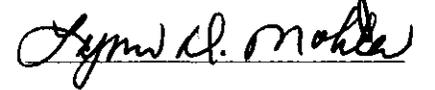
**Article 43: COMPLETE AGREEMENT**

**Section \_\_\_\_.**1 This Agreement constitutes the entire agreement between the Employer and the Union. Any amendment, modification or addition to this Agreement must be reduced to writing and duly executed by the parties to become effective.

For the Union

  
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\_\_\_\_\_

For the Employer

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

Date tentatively agreed on: 11-25-14

**Article 44: Duration**

All articles of this agreement will be effective through midnight, December 31, 2017.

If either party desires to modify or amend this agreement it shall give written notice of such intent. Such notice shall be made by certified mail.

Whereas, the parties have executed this Collective Bargaining Agreement effective

\_\_\_\_\_, 2014.

American Township Trustees

International Association of Firefighters

By: Paul Basinger  
Paul Basinger, Trustee

By: Bob Rowland  
Bob Rowland, Union President

Date: 12-9-14

Date: 12-3-14

By: Lynn Mohler  
Lynn Mohler, Trustee

By: Joel Will  
Joel Will, Union

Date: 12/8/14

Date: 12-3-14

By: Larry Vandemark  
Larry Vandemark, Trustee

By: Andy Follas  
Andy Follas Union

Date: 12/8/14

Date: 12-3-14

Appendix A

Employees will be paid in accordance with the following pay schedule:

Position	Hourly	OT	Hourly	OT	Hourly	OT
	Rate	Rate	Rate	Rate	Rate	Rate
	2015	2015	2016	2016	2017	2017
New Hire	14.89	22.34	15.19	22.79	15.49	23.24
Step 2-One Year	15.40	23.10	15.71	23.57	16.02	24.03
Firefighter/Medic	16.17	24.26	16.49	24.74	16.82	25.23
Lieutenant	17.65	26.48	18.00	27.00	18.36	27.54
PLT Chief	19.13	28.70	19.51	29.27	19.90	29.85
EMS Coordinator	17.70	26.55	18.05	27.08	18.41	27.62
Hartman	17.80	26.70	18.16	27.24	18.52	27.78
Rhodes	17.80	26.70	18.16	27.24	18.52	27.78
Bullinger	14.33	21.50	14.62	21.93	14.91	22.37

The Employer shall continue to contribute to the Ohio Police and Fire Pension Fund as required by ORC 742.34 Firefighter Employers' contribution.