01-21-16
15-MED-05-0581
2296-01
K32994

LABOR AGREEMENT

Between

COVENTRY TOWNSHIP

BOARD OF TRUSTEES

and

LOCAL NO. 2286

INTERNATIONAL ASSOCIATION

of FIREFIGHTERS,

AFL-CIO-CLC

February 1, 2013-August 31, 2016

TABLE OF CONTENTS

ARTICLE	CONTENTS	PAGE
ARTICLE 1	INTRODUCTION	3
ARTICLE 2	UNION RECOGNITION	3
ARTICLE 3	NEGOTIATING PROCEDURE	4
ARTICLE 4	MANAGEMENT RIGHTS	5
ARTICLE 5	DUES CHECKOFF	6
ARTICLE 6	SENIORITY	7
ARTICLE 7	UNION MEETINGS	8
ARTICLE 8	GRIEVANCE PROCEDURE	9
ARTICLE 9	ARBITRATION	11
ARTICLE 10	NO STRIKE CLAUSE	13
ARTICLE 11	CORRECTIVE ACTION	14
ARTICLE 12	VACATION LEAVE	16
ARTICLE 13	HOLIDAY LEAVE	18
ARTICLE 14	WORK RULES	19
ARTICLE 15	SICK AND FUNERAL LEAVE	20
ARTICLE 16	PERSONAL LEAVE	24
ARTICLE 17	INSURANCE	24
ARTICLE 18	HOURS OF WORK	27
ARTICLE 19	RESIDENCY INCENTIVE	32
ARTICLE 20	MISCELLANEOUS	33
ARTICLE 21	SAFETY EQUIPMENT & UNIFORM ALLOWANCE	36
ARTICLE 22	JOINT LABOR MANAGEMENT COMMITTEE	37
ARTICLE 23	WAGES	38
ARTICLE 24	ACKNOWLEDGEMENT	41
ARTICLE 25	SEPARABILITY	42
ARTICLE 26	DURATION	43
ARTICLE 27	SIGNATURE PAGE	43

AGREEMENT

ARTICLE 1

INTRODUCTION

Section 1. It is recognized that the Township is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient Township operations and harmonious relations.

Section 2. The parties agree to abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any employee on account of race, color, creed, age, sex, disability, national origin, Union membership or non-membership, or political affiliation, or other classes protected by federal, state or local laws.

Section 3. It is understood that all gender-based references to employees and bargaining unit members in this Agreement refer to both sexes.

ARTICLE 2

UNION RECOGNITION

Section 1. The Township recognizes Local 2286, International Association of Firefighters, as the sole and exclusive bargaining agent for the bargaining unit which includes the full-time positions of firefighter/EMT, firemedic, lieutenant, and captain.

Section 2. The Union shall have sole authority on behalf of all employees in the bargaining unit to bargain with respect to all matters relating to wages, hours and other terms and conditions of employment.

Section 3. Township and the Union agree to enter into good faith negotiations in all matters as required by law. Both parties agree that the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Township to represent the Union. The names of employees so selected, who may represent the Union, shall be certified in writing to the Township Board of Trustees.

ARTICLE 3

Negotiating Procedure

Section 1. When a party serves a timely notice to negotiate pursuant to Article 26 of this Agreement, the parties shall abide by the negotiating ground rules of this Article.

Section 2. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the local Union membership and subject to the approval of the Coventry Township Board of Trustees.

Section 3. All proposals shall be reduced to writing, typed and submitted to the other party in sufficient quantity to provide each member of the bargaining unit with same.

Section 4. Written tentative agreements shall be initialed by both parties indicating that those portions initialed are not subject to re-negotiation unless both parties agree to do so. The initialed sections do not become effective until a full agreement is approved and executed.

Section 5. The Township and the Union shall each select its own bargaining team, which may consist of a total of up to four (4) members. Members of the Union bargaining team who are on duty during scheduled negotiating sessions shall suffer no loss of pay for participation in such sessions but will be available for responding to calls. If the parties anticipate utilizing any additional specialists with respect to benefits or other matters, they shall give the other party at least twenty-four (24) hours written notice of same.

Section 6. There shall be one designated spokesperson (the Chief Negotiator) on each side, except that he may, on occasion, ask one of his team members to speak on a specific issue.

Section 7. It is agreed that during the negotiating period and prior to the execution of a final tentative agreement, neither party will issue a statement regarding negotiations to the news media on a unilateral basis. If a statement regarding negotiations should become necessary, the parties shall mutually agree upon the contents of a news release. If any member of the Local Union or the Coventry Township Bargaining Committee violates this provision, this section shall lapse and shall no longer be of any force and effect.

ARTICLE 4

Management Rights

Section 1. The Union recognizes that except as otherwise expressly limited in this Agreement, the Township has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the Township, and its sole and exclusive discretion and judgment, to:

a. determine matters of inherent managerial policy which

govern; the function and programs of the Township; standards and services; its overall budget; utilization of technology; and its organizational structure;

b. direct, supervise, evaluate, or hire employees;
c. maintain and improve the efficiency and effectiveness of its governmental operations;
d. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
e. suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
f. determine the adequacy of the workforce;
g. determine the overall mission of the Township as a unit of government; and
h. take actions to carry out the mission of the Township as a governmental unit.

ARTICLE 5

Dues Checkoff

Section 1. The Township will deduct regular monthly dues in the amount certified in writing to the Township by the Secretary of Local 2286, IAFF, from the pay of any member who timely executes the Township's Payroll Correction Form. No other authorization form will be recognized.

Section 2. Payroll deductions shall be made each pay period during which an employee is in active pay status. In order to commence checkoff, the Payroll Correction Form must be submitted to the Township fiscal officer by the tenth (10th) work day prior to the payday.

Section 3. Members who complete the Payroll Correction Form will have their dues deduction continued for the term of this Agreement subject to their right to request cancellation of dues deduction during the twenty-eight (28) work day period immediately preceding any anniversary date of this Agreement. In order to exercise this checkoff cancellation right, a member must notify the Township and the Union by certified mail during the twenty-eight (28) day period.

Section 4. The Union shall indemnify the Township against any and all claims, demands, suits, or other forms of liability or cost that shall arise out of, or relate to, any action taken or not taken by the Township for the purpose of complying with the provisions of this Article.

Section 5. Within sixty (60) days following the effective date of this Agreement, the Township will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list shall be updated quarterly upon request from the Union.

Section 6. Any member of the bargaining unit who has elected to become a member of the Union as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain in good standing, subject to the right of each member to revoke his membership at the same time as specified in Section 3 for revocation of dues checkoff.

ARTICLE 6

Seniority

Section 1. Seniority shall be defined as length of full-time service with the Coventry Township Fire Department. All bargaining unit members shall be considered probationary employees for the first one (1) year of employment. Their continued employment is within the discretion of the Township. Upon successful completion of the probationary period, a bargaining unit member's seniority shall be retroactive to his date of hire. However, all full-time service in any capacity with Coventry Township shall be credited for purposes of determining the amount of vacation to which an employee shall be entitled. Fire Department seniority shall be used for determining the order in which vacation selections will be made.

Section 2. If it becomes necessary, in the determination of the Township, to reduce the number of employees in the Fire Department, Coventry Township Fire Department seniority shall be used to determine the reductions. That is, the individual with the least Coventry Township Fire Department seniority shall be laid off first.

Section 3. A bargaining unit member's seniority shall terminate if a bargaining unit member:

a. quits or resigns (including any failure to report off two consecutive work shifts);
b. discharge for cause;
c. is laid off or otherwise fails to perform any bargaining unit work for a period of twenty-four (24) or more consecutive months; and
d. fails to report to work as scheduled after a leave of absence or layoff.

ARTICLE 7

Union Meetings

Section 1. The Township agrees that the members of IAFF Local 2286 may conduct meetings at the Fire Station as long as they do not interfere with work shifts or other scheduled functions. Such meetings shall normally be held no more than once per month to commence after 1615 hours. Additional meetings must be approved by the Fire Chief.

Section 2. All on or off duty local members shall be afforded the opportunity to attend said meetings, with on duty members suffering no loss of pay for attendance at said meetings.

Section 3. It is expressly understood by the Union that those employees on duty and at attendance at a Union meeting shall be subject to work assignments by the Fire Chief or his designee, during the period of the meeting, if necessary, in order to maintain Township operations.

Section 4. There shall be no discrimination, interference, restrain or coercion by the Township against any employee for his activity on behalf of or membership in the Union.

ARTICLE 8

Grievance Procedure

Section 1. A grievance is a dispute between the Township and the Union, or an employee, or a group of employees, as to the interpretation, application or alleged violation of the specific provisions of this Agreement. Both parties agree that all grievances should be managed promptly and should encourage informal settlement of

disputes.

Section 2. A grievance may be brought by the Township or any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member of the group in the same manner, the grievance shall be processed for the benefit of all affected members. In order to be considered, a written grievance must state the specific article and paragraph of this Agreement which is alleged to have been violated, and set forth a brief set of facts and the relief requested.

Section 3. Any grievance not advanced from one step to the next by the aggrieved within the time limits of that step shall be considered dismissed with prejudice. Failure at any step of this procedure to communicate the decision on a grievance by the Township within the specified time limits shall permit the aggrieved to lodge an appeal at the next step of the procedure. Any time limits within this Article may be extended by the mutual agreement of the Township and the Union.

Section 4. The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union:

Step One: A grievance must be reported orally—within five (5) days after the occurrence giving rise to the dispute—to the Fire Chief of the Fire Department. The Union Steward shall, with or without the presence of the aggrieved employee, present the grievance to the Fire Chief of the Fire Department.

Step Two: If a grievance is not settled at the first Step, the Union or the aggrieved may reduce the grievance to writing. The

written grievance must be presented to the Fire Chief within five (5) days of the meeting that occurred in Step One. The Fire Chief shall reply in writing within five (5) days after the receipt of the written grievance.

Step Three: If the grievance is not settled at Step Two, the Union may appeal in writing to the Township Board of Trustees. Such appeal must be submitted within five (5) days after receipt of the Step Two reply or upon expiration of the Fire Chief's allotted time for a reply. The Board of Trustees shall reply in writing to the Union within fourteen (14) days of receipt of the grievance.

Step Four: If the grievance is not resolved at Step Three, either party to the grievance may, within five (5) days, request in writing that the grievance be submitted to arbitration. The decision to purse the grievance to arbitration shall, for the Union, rest with the Executive Board of the local. The decision to purse the grievance to arbitration shall, for the Township, rest with the Township Board of Trustees. The respective Boards shall determine their counsel or representative to the proceedings and shall notify all principals in the matter when the demand for arbitration is served.

ARTICLE 9

Arbitration

Section 1. No later than seven (7) days after a notice to arbitrate is given, representatives of the Township and the Local shall conference in an attempt to mutually agree upon an arbitrator.

Section 2. Procedure if parties do not mutually agree to an arbitrator:

1) Within seven (7) days of conference described in Section 1 of this

Article, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS).

2) At a time mutually selected by the parties, each party shall alternately strike one name from the list. The party striking first shall be determined by a coin toss.
3) The hearing or hearings before the arbitrator shall be conducted pursuant to the FMCS rules of voluntary arbitration.
4) The fees and expenses of the arbitrator will be the responsibility of the party losing the grievance. If the decision does not affirm the position of either party, the arbitrator shall determine which party shall share the cost. The cost of the hearing room, if any, shall be split equally by the parties. All other expenses, including the cost of attendance of witnesses, representation, purchase of transcript of proceedings, or other incidental expenses shall be the responsibility of the party incurring them.
5) Union representatives or employee witnesses who are principals to the grievance shall not lose pay for time spent in the grievance or arbitration proceedings if same occurs during the employees regular scheduled working hours.
6) The arbitrator shall hold the necessary hearings promptly and issue his decision and award in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties, subject only to judicial review as provided in Ohio Revised Code Chapter 2711.
7) The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter specific written provisions of this Agreement or the language contained therein in arriving at a determination. The arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award than itself is contrary to law or violates any of the terms or conditions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for

arbitration and shall have no authority to determine any other issue(s) not so submitted to him, or to submit observations or declarations or opinions which are not directly essential in reaching a determination.

8) It is expressly agreed that the grievance/arbitration provisions of this agreement are the exclusive remedy for resolution of bargaining unit member employment related matters and are a substitute for any and all statutory, common law or administrative remedies.

ARTICLE 10

No Strike Clause

Section 1. It is expressly recognized by the Union that any strike by members of the bargaining unit is in violation of Chapter 4117 of the Ohio Revised Code. If a strike or any other interruption of work is engaged in by members of the bargaining unit, said bargaining unit members would be subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct violative of this Article. If it is determined that the conduct occurred, the discipline imposed by the Township will not be altered. Furthermore, it is recognized that the Township has the right to seek the injunction against the strike in the Summit County Court of Common Pleas. It is recognized by the Union that in accordance with Revised Code Section 4117.15(B), the Union or its members cannot rely upon any alleged unfair labor practice by the Township in support of any strike activity.

Section 2. In the event that any strike or work stoppage activity occurs pursuant to this Article, the Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities and take appropriated action against anyone who continues to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and condoned acts of individual bargaining unit members.

ARTICLE 11

Corrective Action

Section 1. No bargaining unit member shall be disciplined or discharged except for just cause, including any violation of Township work rules.

Section 2. When it is necessary to discipline or discharge a bargaining unit member, such action will be taken within twenty-one (21) calendar days following the Township's discovery of the infraction or misconduct.

Section 3. Employees shall not be discharged or given a disciplinary suspension without first being given an opportunity to attend a conference with the Fire Chief or designee where the employee may give his version of the events at issue. The employee being disciplined shall have a Union representative present, it he so requests. Such a pre-suspension conference shall be required relative to serious offenses requiring immediate action.

Section 4. The Township shall utilize the principles of progressive discipline in an effort to correct minor offenses.

Section 5. If the Township's disciplinary action is based in whole or in part on portions of the bargaining unit member's record, the member's record will be made available for inspection by an appropriate Union representative during normal working hours and within one (1) working day after receipt of a request.

Section 6. Sequentially numbered copies of all written notices of disciplinary action will be given to the bargaining unit member and a copy will be given to the Union.

Section 7. It is understood that a supervisor's directions are to be followed. An employee may grieve any directive he deems to be violative of this Agreement. However, pending final resolution of such grievance, all affected bargaining unit members shall comply with the directive. Any failure to do so shall constitute serious misconduct subject to discharge.

Section 8. In disciplining an employee, the Township shall not rely upon instances of discipline which are more than twenty-four (24) months old.

Section 9. At the conference provided for in Section 3, the Township will produce, upon request, all documentary evidence presently in its possession upon which it intends to rely in support of its decision for discipline. Likewise, at such time, the Union and the grievant will produce, upon request, all documentary evidence presently in their possession upon which they intend to rely in response to the discipline.

Section 10. Any bargaining unit employee desiring to review his personnel file may do so within three (3) days following his written request to the Fire Chief. He shall also be entitled to copies of any documents he requests to be provided by the Township within three (3) working days.

ARTICLE 12

Vacation Leave

Section 1. Notwithstanding Section 9.44 of the Ohio Revised Code, only seniority years of service as defined in Article VI of this Agreement shall be utilized in applying the following schedules to employees in the bargaining unit.

a) This schedule applies to employees hired before February 1, 2013:

Vacation Schedule	48 hr/wk ee	40 hr/wk ee
From 1 completed year to the completion of 5 years	5 days	15 days
From the beginning of 6 years to the completion of 12 years	7 days	20 days
From the beginning of 13 years to the completion of 17 years	10 days	25 days
From the beginning of 18 years and beyond	12 days	30 days

b) This schedule applies to employees hired on or after February 1, 2013:

Vacation Schedule	48 hr/wk ee	40 hr/wk ee
From 1 completed year to the completion of 5 years	4 days	10 days
From the beginning of 6 years to the completion of 12 years	6 days	15 days
From the beginning of 13 years to the completion of 17 years	8 days	20 days
From the beginning of 18 years and beyond	10 days	25 days

Section 2. Vacation leave shall be taken by the employee following the year in which it was accrued and prior to the recurrence of the anniversary date of the employee's employment with the Township.

Section 3. Employees using either twenty-four hour vacation days or eight-hour vacation days may be permitted to take vacation leave in increments of one scheduled work day.

Section 4. A vacation schedule will be posted by the Township at the beginning of the calendar year for a period of ten (10) days. Once vacation is selected, the employee cannot later decline the time off except for emergency reasons approved by the Fire Chief and the local Union. Departmental seniority shall be used to determine competing requests for the same period off. Once the vacation schedule is removed, vacation leave will be granted only upon written request to the Fire Chief at least three (3) calendar days prior to the requested time off. In the event of competing requests for unscheduled vacation time, consideration will be given to departmental seniority, where possible.

Section 5. It is expressly understood that for good cause shown, the Fire Chief may cancel a previously scheduled vacation leave. However, said cancellation shall not be for reasons of manpower shortages when the Township has available for scheduling a minimum of three full-time firefighters.

Section 6. Under special circumstances, an employee, with prior approval of the Fire Chief, may carry over a maximum of one (1) week of unused vacation into the following vacation year.

Section 7. Employees qualifying for three (3) weeks vacation shall be permitted to bank a maximum of one (1) week per year. Employees qualifying for four (4) weeks or more vacation shall be permitted to bank a maximum of two (2) weeks vacation per year. Banked vacation time shall be accrued at the pay rate in effect at the time the vacation was earned. Upon termination or retirement, said banked vacation time shall be payable to the employee.

Section 8. An employee who does not desire to either carry over, bank, or utilize all his vacation time may sell accrued but unused vacation days according to the following tables:

a) This table applies to employees hired before February 1, 2013:

48 hr/wk Employee

If employee earns x days of vacation	Employee is permitted to sell x days
5	2
7	3
10	4
12	5

40 hr/wk Employee

If employee earns x days of vacation	Employee is permitted to sell x days
15	5
20	10
25	15
30	20

b) This table applies to employees hired on or after February 1, 2013:

48 hr/wk ee

If employee earns x days of vacation	Employee is permitted to sell x days
4	1
6	2
8	3
10	4

40 hr/wk ee

If employee earns x days of vacation	Employee is permitted to sell x days
10	3
15	7
20	12
25	16

Section 9. The employee cannot sell the time until the conclusion of their anniversary year; and can do so only with 30 days written notice (proper form) to the Fire Chief before the employee's anniversary date.

Section 10. It is the obligation of the employee one month prior to their anniversary date to advise the Fire Chief of their desire to bank, carry over, or sell vacation time.

Section 11. Employees on vacation leave shall be placed on the bottom of the mandatory recall list during their vacation until they return to work.

ARTICLE 13

Holiday Leave

Section 1. It is agreed that all employees shall receive ten (10) regularly scheduled days off per year as holiday leave on January 1 of each year. It is understood that if an employee uses or sells back a holiday before same has actually occurred and then severs employment for any reason with the Township, the employee shall reimburse the Township for such used but unearned holiday.

Section 2. All holiday leave shall be accrued and taken in increments of one day. A day for a 48-hour week employee shall be a twenty-four hour shift, and a day for a 40-hour week employee shall be an eight-hour shift.

Section 3. All holiday leave must be either used or sold back to the Township by December 31 of each year. The Township will buy back a maximum of ten (10) days of the employee's accrued and unused holiday leave at the rate of $ 300.00 for each day of leave in 2013, $400.00 in 2014, and $500.00 in 2015. This buy back shall occur on the first pay period

of November each year for holidays not taken or scheduled by the second pay period in October.

Section 4. The following days shall be designated as holidays:

1) New Year's Day - January 1;
2) Martin Luther King Day - third Monday in January;
3) Washington/Lincoln Day - third Monday in February;
4) Memorial Day - last Monday in May;
5) Independence Day - July 4;
6) Labor Day - first Monday in September;
7) Veteran's Day - November 11;
8) Thanksgiving Day - fourth Thursday in November;
9) Christmas Eve – December 24; and
10) Christmas Day - December 25.

Section 5. Employees will be compensated at a rate of one and one half their current hourly rate for all time worked on New Year's Day, Memorial Day, Independency Day, Labor Day, Thanksgiving Day and Christmas day, but only through January 31, 2015. Effective February 1, 2015, the holiday premium pay described in this Section is abolished.

ARTICLE 14

Work Rules

Section 1. The Township shall promulgate and publish work rules regulating the conduct of bargaining unit employees and informing employees of the types of conduct which shall be deemed inappropriate. Should the Township formulate new work rules, they shall not take effect until after they have been provided to the Local Union at least ten (10) days prior to posting on the bulletin boards. If the Local Union wishes to discuss said rules, it shall make a prompt request prior to the

designated date of posting to meet with the Township to discuss the changes. At the conclusion of the ten-day period, the Township shall post the new or revised work rules on the bulletin board, but not make any changes therein effective for at least five (5) days. A copy of the work rules shall be given to all new hires. The grievance procedure shall be available if the rules are believed to be unreasonable or applied in a discriminatory manner.

Section 2. The work day shall begin at 0800 hours each day with a roll-call with the shift leader and actual work will begin immediately at its conclusion. There shall be two (2) fifteen (15) minute breaks, one before and one after lunch; forty-five (45) minutes will be taken for the lunch period. The work day shall conclude at 1615 hours, except for details that require immediate/emergency attention.

Section 3. A "light-duty" work routine for Sundays and holidays shall be permitted. All routine (checks, baskets, cans, wash vehicles, if needed) activities will be executed, regardless of the day.

ARTICLE 15

Sick and Funeral Leave

Section 1. Each full-time employee shall be entitled to sick leave of thirty (30) hours per month for twenty-four (24) hour employees and twelve (12) hours per month for eight (8) hour employees with unlimited accumulation.

Section 2. Employees may use sick leave for absences because of personal illness and injury or to care for the illness or injury of a spouse, child, step-child, mother, father, mother-in-law, and father-in-law.

Section 3 Employee may use sick leave as *bereavement time* for any scheduled hours for up to 1 week from the death of a spouse, child, step-child, mother, father, mother-in-law, father-in-law brothers, or sisters.

Section 4. Employee may use sick leave to attend the funeral related services of aunts, uncles, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, nieces, nephews, or cousins.

Section 5 Employee may use sick leave as family *bonding time* for any scheduled hours for up to 1 week from the birth of a child.

Section 6. The Township may authorize additional sick leave time off or time off without pay for an employee to attend the funeral of other non-designated close friends or relatives, is the sole discretion of the Fire Chief.

Section 7. When sick leave is used, it shall be deducted from employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

Section 8 a) An employee assigned to the forty-hour work week who is absent three (3) consecutive normally scheduled shifts or an employee who is assigned to the forty-eight hour week who is absent two (2) consecutive normally scheduled shifts shall be required to furnish a medical statement from his physician or other medical professional verifying the illness, the employee's inability to perform his required duties, and the employee's date of recovery.

b) The Township may require the employee, at the Township's expense, to submit to an examination by a physician or other medical professional designated by the Township for the purpose of verifying the illness, determining whether the employee is

unable to perform his required duties, determining the expected date of recovery. If the employee or the Township's designated physician or other professional determines that the employee is not experiencing a personal illness or injury, any subsequent absences of the employee will be without pay until the employee submits a physician's statement supporting the reasons for the absence(s).

Section 9. Falsification of either the signed statement or physician's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse sick leave, or any patterned use of sick leave shall be grounds for disciplinary actions, up to and including discharge.

Section 10. An employee who is unable to report to work and who is not on previously approved leave for vacation, sick leave, compensatory leave or approved leave of absence shall be responsible for notifying the Fire Chief or his designated representative that he will be unable to report for work at least one (1) hour before – or as soon as he realizes that inability – the beginning of the shift. Any employee failing to fulfill the reasonable notification requirement imposed by the Fire Chief will not be paid for that day.

Section 11. Upon receipt of workers' compensation payments, an individual may repay his utilized sick leave time in order not to deplete said accumulated sick leave.

Section 12. In the event of injury while in the active discharge of duty, the employee shall be required to complete the following within twenty-four (24) hours of injury:

a) a Township injury report; and
b) all applicable workers' compensation documents.

To be entitled to any workers' compensation wage benefits from the Township, the employee must have the forms completed and submitted to the Fire Chief within the outlined time frames. If extenuating circumstances arise because of an incapacitating injury, the time limits will be extended as needed.

Section 13. Any Member who is separated from the service due to disability retirement shall be compensated by direct deposit twenty-five percent (25%) of all accumulated sick leave days, up to a maximum of two thousand eight hundred eighty hours (2,880) which is a maximum pay out of 720 hours. Any Member who is separated with a full-service retirement shall be compensated by direct deposit voucher thirty-five percent (35%) of all accumulated sick leave days, up to a maximum of two thousand eight hundred eighty hours (2,880) which is a maximum pay out of 1,008 hours. Any unused compensatory time, vacation days, and unpaid holidays shall be provided any employee who is separated from service for any reason. In case of death, the beneficiary will receive these benefits. These payments shall be made within 30 days of separation provided that 30 days written notice of separation is provided.

Section 14. An employee, upon request and for reasons specified in the Family and Medical Leave Act, shall be granted a leave of absence for a period not to exceed twelve (12) weeks. The Township may require the employee to use any remaining paid sick leave and/or vacation time off before commencing additional unpaid leave. Additionally, upon request, the Township may require medical certification of the need for such leave of absence in accordance with the Act and the regulations promulgated thereunder.

Section 15. The Township will adopt a plan for all Township employees for the donation of other forms of leave to employees who have exhausted sick leave.

ARTICLE 16

Personal Leave

Section 1. Employees will be entitled to two (2) personal days per calendar year to be scheduled with advance notice with the Fire Chief.

ARTICLE 17

Insurance

Section 1. Liability insurance will be provided for members of the fire department responsible for the operation of fire and emergency equipment. A copy of insurance policies to be given upon written request of any employee. Malpractice insurance on each member shall be provided. Employees are to be notified, in writing, of any changes in these policies.

Section 2.

a) The Township will provide a health insurance plan as established by the Township. The plan operates in accordance with applicable plan documents.

- b) For the purpose of health insurance cost sharing, expressed in terms of the annual cost of major medical, 26 equal payroll deductions shall be made at the rate of ten percent (10%), but shall not exceed $1900.00. Changes to the amounts of cost sharing payroll deductions will be effective on the first day of the first pay cycle following any increase or decrease to the Township's health insurance plan

premium.

c) Should the Township find it necessary to change providers of services specified in Section 2(a), it will provide the Union with no less than thirty (30) calendar days notice before such change is implemented and an opportunity for the Union to meet and discuss the reasons for said change and the details thereof.

d) The Township and Union agree to re-open negotiations specifically limited to health care insurance should either party succeed with their effort to get other like agencies to join a regional/cooperative health care group that would better control health care costs while maximizing coverage. Parties must provide no less than 30 calendar day written notice of their desire to re-open under this section

Section 3. Group life insurance and accidental death and dismemberment insurance in the amounts of:

Employee	$ 40,000.00
Spouse	$ 20,000.00
Dependent children	$ 10,000.00

Section 4. In order to prevent wasteful double insurance coverage of members that also have health insurance coverage by other means (spouse), members that qualify for family coverage, may elect to select “single” coverage in consideration for one hundred dollars ($100.00) incentive compensation. Members must certify their request to the Fiscal Officer in writing. This option is not available when member and their spouse are employed by the Township.

Section 5. Township agrees to continue its current dental insurance coverage to include 50% of orthodontics up to a limit of one thousand five hundred dollars ($1,500.00) annually per covered person.

Section 6. The Township agrees to continue to provide comparable dental, and optical, plans that are currently in effect.

Section 7. The Township agrees to continue to provide comparable prescription plans including prescribed injections, as covered by the current plan.

Section 8. For members who have completed five (5) years of full-time employment during the period of this agreement, the Township will provide a health care supplemental benefit (HCSB). For members who complete five (5) years of full-time employment during the lifetime of this agreement, the Township will extend the HCSB upon their five-year anniversary date, provided that all other HCSB criterion have been satisfied. This benefit is available only to members that have completed or complete five (5) years fulltime service during this agreement period.

Section 9. The HCSB is in the total amount of One Thousand Dollars ($1,000.00) per member—including dependents—which can be used during the life of the current collective bargaining agreement by the member and/or any of his dependents insured under the Township's plan.

Section 10. The HCSB may be utilized for medical purposes not covered under the Township's group health insurance plan which are otherwise deductible under Tax Code Section 213 for procedures such as orthodontia, braces, crowns, caps, root canals, bruxis and appliances, and/or corrective vision eye laser surgery. The HCSB is not available for use for deductibles, office visits or prescription medication covered by the plan as specified in the group insurance plan.

Section 11. Each claim for a HCSB must be supported by documentation from the claimant's primary care physician, licensed dentist or licensed optometrist. Written permission must be obtained by the Township

Fiscal Officer no less than thirty (30) days prior to the rendering of the first services.

Section 12. HCSB claims under this section have a One Hundred Dollar ($100.00) per procedure/service deductible to be paid by the claimant.

Section 13. The Township shall incur no more than a Ten Thousand Dollar ($10,000.00) expenditure for all HCSB claims in any calendar year. The Township will approve requests for HCSB on a first come-first served basis and if competing requests are received at the same time, preference will be given to the more senior employee.

ARTICLE 18

Hours of Work

Section 1. Employees will be assigned either a five-day, forty-hour work week, or a work schedule wherein the employee works an average of forty-eight hours per week or one hundred ninety-two (192) hours in the twenty-eight day work cycle period, in which the employee shall be scheduled to work shifts of twenty-four consecutive hours followed by forty-eight hours off duty commencing at 0800 hours.

Section 2. Every seventh shift shall be an earned day of (EDO). The Township will attempt to minimize shift rotation under this schedule. An employee will not be scheduled for an EDO if another employee has already selected the day in question as part of a vacation period scheduled in January pursuant to Article XII, Section 4.

Section 3. Employees will not be scheduled to work more than forty-eight (48) consecutive hours except for sustained alarms or in the case that, because of manpower shortage, there is no other alternative in

maintaining established manpower minimums.

Section 4. The Township reserves the right to make necessary changes in an employee's schedule to maintain a minimum of three (3) full-time employees on duty at any given time. Where possible, the Township will provide seven (7) calendar days notice. The Township will, if its Fire Budget permits, attempt to schedule additional Firefighters on shifts to increase minimum manning.

Section 5. The Township recognizes the need to maximize the number of trained firefighters on duty. Accordingly, the Township will try to schedule and maintain four (4) firefighters on duty, provided it has the financial and personnel resources to do so. The Township agrees that of the four (4) firefighters scheduled on duty, no less than three (3) will be full-time firefighter employees of the Township.

Section 6. For purposes of calculating overtime, an employee's base rate shall be calculated by dividing the employee's annual salary by 2,496 hours per year for forty-eight hour/week employees, and by 2080 for forty hour/week employees. Employees shall receive one and one-half times their base rate of pay for hours worked in excess of one hundred ninety-two (192) hours, or 160 hours in a pay cycle (28 days), respectively.

Section 7. An employee on a twenty-four (24) hour shift who is scheduled to receive training, provide certified training, participate in a scheduled public education event, or teach continuing education to others after 1615 will be given comparable time off during his shift from performing routine duties.

Section 8. When possible, before the Township fills an available vacant shift, it will first offer the opportunity to members covered by this Agreement

to fill the shift—this applies to the minimum manning requirement, not the part time fill intended to increase manning.

Section 9. If an employee is denied the use of accrued leave (except sick leave), he may exchange days or hours of work with another employee who is able to provide the same service to the Township, provided:

1. Seventy-two (72) hours advance written notice is given to the Fire Chief;
2. The Township incurs no additional overtime liability;
3. Emergency service coverage of the Township by Paramedics and/or officers is not adversely affected.
4. All hours or days exchanged shall be paid back within one (1) year of when the exchange occurred. Said payback date shall be submitted on the written request for the exchange, if time changed is in excess of four (4) hours;
5. The exchange does not schedule the employee for more than forty-eight (48) consecutive hours.
6. Exchanges do not interrupt the standard work shift (0800-1615 hours) – this does not apply to recognized holiday shifts.
    a. The Township will permit one exception to this sub-section annually per employee.
7. Employees maintain accurate and up to date records of exchanges. In other words, employees must have current documentation on whom they owe time and whom they owe time and who owes them time.

Section 10. A ‘call-back’ is any time an employee returns to work and functions as a Township Fire-fighter, Firemedic, or officer of the Fire Department, for the purpose of responding to an emergency alarm. Any employee responding to a call-back shall receive a minimum of one (1) hour’s pay at one and one-half times his regular rate. After one (1) hour of

work, pay is rounded up to the next one-quarter (1/4) hour. When an employee answers a call-back and has had his rest period between the hours of 2200 – 0600 immediately preceding the commencement of his regularly scheduled twenty-four (24) hour shift disrupted, the employee will be given comparable time off during his ensuing shift from performing routine duties.

Section 11. For hours below those designated in Section 1 for a work cycle period, employees shall be compensated at the rate of compensation established by the Township.

Section 12. For hours above those designated in Section 1 for a work cycle period, employees shall be compensated one and one-half times their base rate of pay.

Section 13. In determining eligibility for overtime, hours paid for sick leave shall not be treated as hours worked, however, comp-time, vacation, holiday and personal time will count as hours worked.

Section 14. Overtime pay shall be distributed at the end of each pay cycle.

Section 15. The Township will pay an employee mandated to work on a non-scheduled shift at the established time and one-half overtime rate.

Section 16. The Township and the Union agree that only employees assigned to a 40 hour workweek on an indefinite basis may opt to receive compensatory time off, in lieu of pay, to an accumulated total to be determined by the Fire Chief. The compensatory time credited shall be calculated at the rate of one-and-one-half (1-1/2) hours compensatory time for each hour worked in accordance with Section 12 of this Article.

Section 17. Subject to Section 16, Firefighters and Firemedics shall request, in writing, on their individual pay sheets, if they wish to receive compensation time in lieu of overtime pay. For overtime hours worked either: 1.)The overtime pay, 2.) Compensation time in lieu of overtime pay, or 3.) Fifty percent (50%) of each. Once an employee accumulates the maximum number of compensatory time allotted, or his indefinite 40 hour workweek assignment is terminated, he will receive pay in accordance with the other provisions of this Article. In addition, all firefighters not indefinitely assigned to a 40 hour workweek will be paid out all accumulated compensatory time.

Section 18. Subject to Section 16, all requests to utilize accumulated compensatory time shall be submitted to the Fire Chief at least seventy-two hours (72) prior to the time requested off. Compensatory time off may be taken in increments of one (1) hour.

Section 19. It is the responsibility of each bargaining unit member to maintain certifications essential to meet the job description which he fills. Failure to do so may result in disqualification for continuing employment. The Township shall attempt to provide opportunities for bargaining unit members' recertification requirements at the Coventry Township Fire Department. If the opportunity for training is not provided, of if the opportunity for training is provided and the employee is unable to attend due to circumstances beyond control, the Township will pay the tuition and provide required materials for training which an employee must complete elsewhere.

Section 20. An employee attending mandatory training at the Township shall do so as part of his regular shift duties or, if scheduling does not permit during regular hours, he will be paid in accordance with Section 1 of this Article.

Section 21. An employee certified to instruct other members of the Department shall do so as part of his regularly scheduled duties. However, if an employee is required to perform said instruction work at other than his scheduled work time, he shall be eligible for compensation in accordance with this Article.

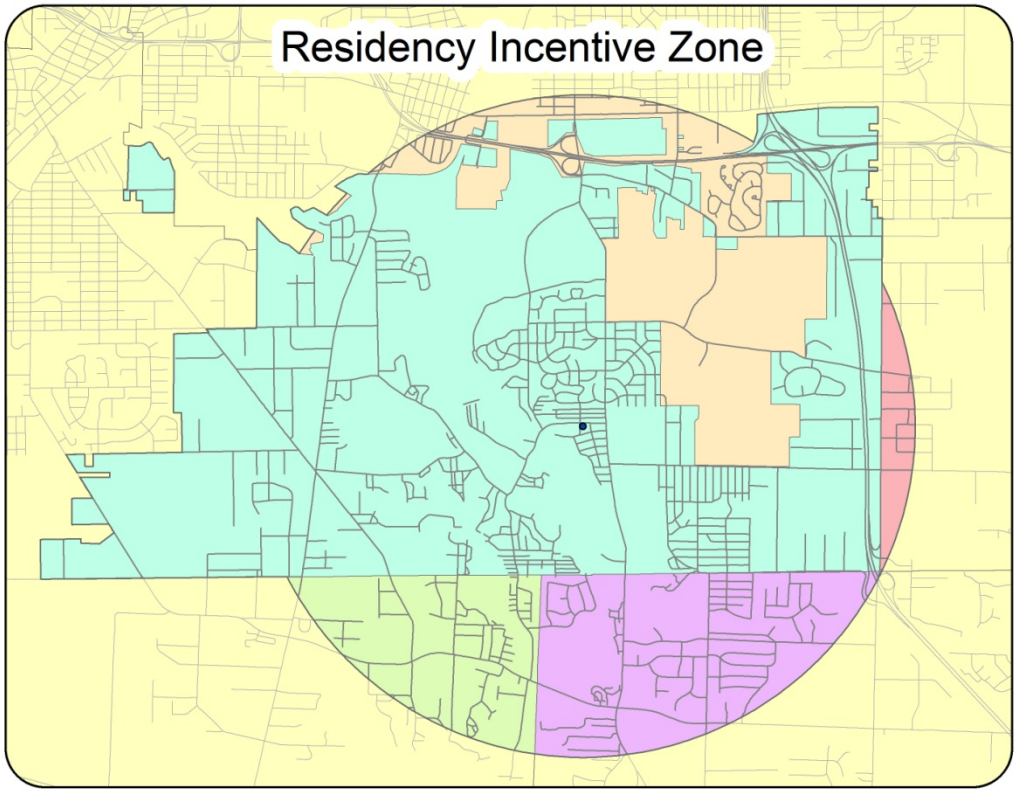
Section 22. The Township will adopt a policy regarding rest time for work days that follow a day of mandatory overtime.

ARTICLE 19

Residency Incentive

Section 1. The Township feels that employees living close to or inside the Township are more valuable regarding emergency response and that resident employees are more connected and better supported by the Township's residents.

Section 2. The Township agrees to pay 1 percent of the employee's base wage to be added to the adjusted base wage as incentive for employees that elect to maintain residency in the Township or within 2 miles of the fire station.



ARTICLE 20

Miscellaneous

Section 1. Except as otherwise provided in this Agreement, The Township will maintain the following job classifications and job descriptions and not change them without prior written notice to the Union: Firefighter/EMT, Firemedic, Lieutenant, and Captain.

Section 2. Fit for Fire (JPS)

a) Members shall participate in the Fit for Fire Program's annual evaluation. Members shall be compensated under the established schedules for hours spent setting up the course, taking the evaluation, and breaking down the course.

b) The Township shall use Job Performance Standards that conform to industry standards.

c) The Township shall use certified fitness coordinators where needed.

d) If a member passes the JPS with a time <6:00 on their first attempt in each annual testing period, the Township agrees to pay that member a Fifty Dollar ($50.00) bonus.

e) If a member passes the JPS with a time <5:00 on their first attempt in each annual testing period, the Township agrees to pay that member a One Hundred Dollar ($100.00) bonus.

Section 3. The Township agrees to pay for the following health monitoring and maintenance expenses:

1. Flu shots annually.
2. Annual health checks as provided through our health care plan.
3. Exams comparable to Summit County Haz Mat requirements
   a. Annually for Haz-mat members
   b. Annually for employees 50+, including maximal cardiac stress test (MCST).
   c. Biannually for employees 41-49, including MCST
   d. Every 3 years for employees age 31-40
   e. Every 5 years for employees up to age 30
4. All testing is to be scheduled and conducted on employee's own time.

Section 4. Existing household appliances for employee convenience shall be maintained and replaced by the Township.

Section 5. Employees agree to carry, or have in their immediate proximity, the Township-provided pager at all times while they are located in Coventry Township or any contiguous community.

Section 6. Employees agree that a prompt response to emergency alarms (callback) when available while in Coventry Township or a contiguous community is an essential and inherent obligation to their job and community.

Section 7. Notice of Separation. Members shall provide the Township advanced written notice of no less than five (5) regularly scheduled shifts or two (2) weeks prior to their separation of employment from the Township. Failure to provide such advance written notice shall result in the deduction of Seven Hundred Fifty Dollars ($750.00) gross from any wage, sick leave, comp time or benefit payments due and owing the member from the Township. Members will sign written authorization authorizing said deduction from payments by the Township upon completion of their probationary period. The Township reserves the right to waive the separation notice payment if a member has departed as a result of personal hardship and/or if the Township has not incurred extra staffing costs for shift coverage as a result of the lack of notice.

Section 8. The Township incurs a great expense in training a new employee. Thus, once an individual accepts full-time employment with the Township and commences work, he agrees to remove his name from an official employment/hiring list for any other entity. During said individual's probationary period he agrees not to pursue or accept employment outside the Township without advance written notice to the Township and receipt of written permission from the Township regarding same. If the individual fails to give notice to and receive permission from the Township and departs employment with the Township during his probationary period, he agrees to reimburse the Township for all its expenditures made on his behalf for uniforms and protective clothing. Upon hire all probationary members will execute authorization permitting the Township to withhold said expended

amounts from all wages, sick leave and compensatory time payments due them upon departure.

ARTICLE 21

Safety Equipment and Uniform Allowance

Section 1. The Township will provide and maintain safety equipment, including:

1. Turnout coat & Bunker pants;
2. Helmet;
3. Boots;
4. Two sets of firefighting gloves;
5. Pack boots;
6. Protective hood;
7. Leather work gloves;
8. Safety glasses; and
9. PPE for members of Special Operation Teams.

Section 2. Members agree to use Township-provided safety equipment only while on duty with the Township. The Township will exchange equipment that is worn out or damaged. Equipment that is lost will be replaced at the member's expense.

Section 3. The Township will provide each new employee necessary equipment and clothing. Upon completion of one year's service, employees shall be eligible to receive Five Hundred Dollars ($500.00) per calendar year for purchase of clothing. Employees regularly scheduled to a forty hour (40) shift will receive Seven Hundred Dollars ($700.00) per calendar year for purchase of clothing. A uniform account will be established for each employee within the Township and purchase orders will be used when purchasing all uniforms.

Section 4. The Township shall establish a dress code and uniform list; only articles contained within this list may be purchased with the above allowance or worn while on duty. Articles that are replaced by an employee shall be returned to the Township.

Section 5. New employees that are hired after June 30th of any year shall be entitled to only fifty percent (50%) of the next scheduled uniform allowance' and, after September 30th, shall be entitled to only twenty-five (25%) percent.

Section 6. The Township shall provide employees with new items added to the uniform list. Furthermore, the Township shall be responsible to pay for all changes in the uniform list in excess of $100.00 in any one calendar year.

ARTICLE 22

Joint Labor Management Committee

Section 1. To provide for a means of a better communication and understanding amongst Coventry Township Fire Department, its management, and the Coventry Township Fire Fighters Association, without the necessary utilization of the contractual grievance arbitration machinery, a labor management committee may be established.

Section 2. The Township and the Union may, by mutual agreement, convene the labor management committee at a designated time and place which is mutually convenient to both parties. Either the Township or the Union may insist upon a meeting of a joint labor management committee no more frequently than one every four (4) months. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks notice to the other party.

Section 3. The Board of Township Trustees shall designate the Fire Chief and up to two (2) other representatives to attend a meeting of the joint committee. Likewise, three representatives of the Union shall be present. It is understood that either party can request the assistance of a non-employee representative. Any employee attending such meeting during his regularly scheduled working hours shall suffer no loss in pay.

ARTICLE 23

Wages

Section 1. The Township agrees to each classification-based annual salary as set forth in the table below:

Coventry Township Fire Department

Base Wage Schedule

F/F EMT	**Start**	44,093.04
	After 1	47,628.59
	After 2	49,860.21
	After 3	52,093.55
	After 4	54,326.86
Firemedic	**Start**	48,354.07
	After 1	51,928.05
	After 2	54,186.45
	After 3	56,443.17
	After 4	58,701.57
	diff	10.0%
***Lieutenant**		64,571.73
	diff	10.0%
Captain		71,028.90

Section 2. For each four (4) years of continuous service with the Township, and effective upon that employee's anniversary date, an additional one

percent (1%) shall be added to the above stated base rate.

Section 3. Members with more than 4 years fulltime service and that are scheduled to perform as the Shift Leader for twelve (12) or more hours of a shift shall be compensated an additional Thirty Dollars ($30.00) as "Acting Shift Leader's" pay for each shift worked. The member must indicate when he is entitled to ASL on his pay sheet.

Section 4. When an employee maintains active status with any one or more of the Technical Rescue Disciplines and is in an active member of the Summit County Technical Rescue Team, the employee will receive an additional one and one-half percent (1.5%) of his base rate set forth in Section 1 of this Article. The four disciplines are Water Rescuer/Diver, Confined Space/high Angle, Trench and Hazardous Materials. The Township reserves the right to add other disciplines, or delete existing disciplines after written notification to the Union. Employees will be given an opportunity for training and filling one of the Disciplines upon request, if the need for employee participation in such discipline is approved by the Fire Chief.

Section 5. Any employee obtaining an Associate's Degree in Fire Science and/or in Business Management if the employee is an officer, shall receive an additional one percent (1%) of the base rate set forth in Section 1 of this Article.

Section 6. If an employee obtains a Bachelor's Degree, he shall receive three percent (3%) of the base rate, not four percent (4%).

Section 7. Employees will be reimbursed for tuition, books and approved expenses incurred for previously approved college fire degree courses according to the following schedule and conditions:

1. Eighty-five percent (85%) reimbursement for an "A" grade;

2. Seventy-five percent (75%) reimbursement for a “B” grade;
3. Forty percent (40%) reimbursement for a “C” grade;
4. The member must submit a written request for approval before March 1 of each year for all desired courses for which reimbursement will be sought in the upcoming college year (Spring, Summer, Fall and Winter classes).
    a. The member’s present level of education, the courses desired, the number of requests received, and the member’s seniority will be evaluated when determining approval.
5. The classes cannot interfere with other required fire and medical training.
6. Members can take no more than two classes per semester/quarter.
7. The Township reserves the right to cap the amount approved for college reimbursement to ten thousand dollars ($10,000) annually.
    a. Special department training can be counted against this limitation (i.e. expenses for on-site specialized training).
8. Members that separate their employment within 24 months of any college reimbursement shall repay the Township 100%. Members agree to permit the Township to withhold any/all separation pay due until this debt is repaid.
    a. The Township agrees to develop a one –year payment plan when there is a financial hardship.

<u>Section 8.</u> On August 1 of each calendar year, the Township will evaluate each employee’s call back responses for the preceding calendar year to available calls. Any employee who has responded to fifteen percent (15%) or more of the available call-backs in the Township, during the month of August, will receive a lump sum bonus in the amount of two percent (2%) of the current base rate of the senior Firemedic in effect

as of August 1 of that year, subject to withholding and other contributions. This bonus will be payable during August and will not be included in the employee's regular rate for purposes of overtime calculation.

Section 9. Employee compensation already specified in Articles 17 and 23 will be reduced by the full amount of the employee's contribution required by the Police and Firemen's Disability and Pension Fund (PFDPF). The employee contribution amount to the PFDPF shall be paid by the employer on behalf of employees, in an amount of the contribution paid on behalf of the employee by the employer shall be added to the salary in the calculation of pension benefits.

ARTICLE 24

Acknowledgement

Section 1. The Township and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter inappropriate for collective bargaining as defined by Chapter 4117 of the Ohio Revised Code and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or which could have been covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

Section 2. It is expressly agreed between the Township and the Union that neither party shall be bound by any past practice which existed prior to the execution of this Collective Bargaining Agreement. For any past practice to be continued in effect, its terms and conditions must be set forth within the express terms of this Agreement.

ARTICLE 25
Separability

Section 1. If any clause, sentence, paragraph or part of this Agreement, or the application thereof, to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction or other agency to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement, and the application of such provision to other provisions, person or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the decision which judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for its term.

ARTICLE 26
Duration

Section 1. This Agreement entered into this 1st day of February, 2013, shall be in full force and effect from this date until Midnight, August 31, 2016.

Section 2. No more than one hundred twenty (120) and no less than ninety (90) days prior to August 31, 2016, either party may give written notice to the other of its desire to reopen and renegotiate this Agreement. Upon the giving of a timely notice to negotiate, the parties shall meet

and negotiate in accordance with the statutory provisions of Chapter 4117 of the Ohio Revised Code and the procedures of Article III of this Agreement.

ARTICLE 27

Signature Page

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of March, 2013.

David P. CAlderone	Mike Gasaway
Dr. Gary M. Zoldesy	Brian Cyphert
Thomas M. Seese	Michael R. Bartel
Joni Murgatroyd	Charles Wygle