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AGREEMENT

between

CHESTER TOWNSHIP

and

CHESTER TOWNSHIP FIREFIGHTERS' ASSOCIATION

EFFECTIVE SEPTEMBER 1, 2015

THROUGH AUGUST 31, 2018

SERB Case No. 2015-MED-06-0592

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PREAMBLE

This Agreement is made and entered into by and between Chester Township and the Chester Township Firefighters' Association.

It is the purpose of this Agreement to achieve and maintain harmonious relations between Chester Township and the Chester Township Firefighters' Association; and to provide for the peaceful adjustment of any differences which may arise; and to establish wages, hours and other terms and conditions of employment.

Wherever in this Agreement the masculine gender is used, it shall also include the feminine gender.

Wherever in this Agreement the use of member or employee is used, it shall indicate bargaining unit member.

ARTICLE 1 **RECOGNITION**

Chester Township ("the Township") recognizes the Chester Township Firefighters' Association ("the Association") as the exclusive bargaining representative for all employees of the Chester Township Fire Rescue Department ranking from EMT only and Firefighter only up to and including the rank of Captain. All other employees of the Township are excluded from the bargaining unit.

ARTICLE 2 **MANAGEMENT RIGHTS**

Except as specifically limited herein, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce employment rules and regulations, to reorganize, discontinue, or enlarge any operation or division within the fire department; to transfer (including the assignment and allocation of work operation-divisions) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 3
ASSOCIATION BUSINESS

The Association may conduct no more than four (4) meetings annually within the firehouse. The Association must provide no less than fourteen (14) days advance written notice of such meetings and secure approval from the Chief - such approval not to be unreasonably denied. Association meetings shall be conducted in a manner that does not interrupt the normal operation of the Department.

ARTICLE 4
HOURS OF WORK

Work periods and schedules shall be determined by the Employer subject to change as reasonably necessary to meet the operational needs of the department. Normally, the designated shifts will be as follows:

AM 0600 - 1800
PM 1800 - 0600

And, weekend shifts shall be defined as follows:

Friday 1800 through Monday 0600

The designation of normal work periods does not preclude the Employer from establishing other shifts such as a mid-shift or from establishing new work periods or schedules to meet the operational needs of the department.

The Township shall schedule employees considering factors such as specific scheduling requirements; scheduling availability; minimum or maximum hours to be worked per week, month, or holiday; experience; certification level; seniority; and other operational needs as determined by the Township. Employees who work more than 208 hours in a 28 day work period shall be compensated at regular time plus one-half (1 1/2) for all hours so worked. No employee is permitted to work overtime without the direct approval of the Fire Chief or his designee.

Any bargaining unit member that responds to a "call back" for manpower will receive a minimum of two (2) hours of pay at time and one-half (1 1/2) his regular rate of pay, but in order to receive payment for the time, they must remain at the station or be engaged in firefighting/EMS operations. Members requesting dismissal prior to the end of the two (2) hours will be credited for only the actual hours spent in a working capacity at time and one-half (1 1/2) his regular rate of pay.

ARTICLE 5
ASSOCIATION DUES

Sixty (60) days after an employee is hired, the Township agrees to deduct regular bi-weekly Association dues from the wages of those employees who have voluntarily signed dues

deduction authorization cards. For those employees who are not members of the Association, in accordance with Ohio Revised Code 4117.09(C), sixty (60) days after the non-member is hired the Township shall deduct the fair share fee as established by the Association.

The dues deductions or fair share fee shall be made from each paycheck of a pay period provided the employee has worked that pay period. The Township will not be responsible for the dues deduction or fair share fee in any pay period where the employee has not worked during the relevant pay period.

The amount to be deducted for association dues or fair share fees shall be certified in writing by the Association. The Association shall notify the Township of any change to these amounts, and the Township shall implement those changes within twenty-eight (28) days of said notice.

The Association will provide the Township with a current typed listing of the names of members of the Association who have authorized that the bi-weekly deduction be made, the amount of the dues deduction for each member, the amount of the fair share fee for each member, and the total bi-weekly deduction for the entire membership. This listing shall be signed and dated by an authorized officer of the Association. Thereafter, the Association shall notify the Township in writing of any changes to this dues deduction and fair share information within seven (7) business days of the change.

A check in the amount of the total dues and fees withheld from those employees authorizing dues and fees deductions shall be tendered to the Treasurer of the Association within fourteen (14) days from the date of the deductions.

The Association agrees to hold the Township harmless from any and all liabilities and damages which may arise from the performance of its obligations under this Article and the Association shall indemnify the Township for any such liabilities and damages that may arise.

ARTICLE 6 **PROBATIONARY PERIOD**

All newly hired firefighters will serve a twelve (12) month probationary period. The probationary period may be extended up to, but not exceeding, an additional six (6) months upon mutual agreement of the Township and the Association. The Township shall have the sole discretion to discipline and/or discharge such employees who will have no recourse to the grievance procedure. Probationary employees will be entitled to Association representation during any disciplinary action.

If an employee is discharged or quits while on probation and is later rehired he/she shall be considered a new employee.

ARTICLE 7
BULLETIN BOARD

The Association may purchase a bulletin board to post notices. The board will be six square feet and posted in a conspicuous area in the upstairs day room. Any Association-related postings shall be posted on the Association bulletin board and not on other bulletin boards located on the Township's premises. Postings shall not contain material which disparages the Township or employees of the Township. Postings shall not contain attacks upon and/or favorable comments regarding a candidate for public office. The Chief will notify the Association prior to removing any materials which he deems to violate this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and answering of grievances is in the interest of sound relations between the employees, the Association and the Township. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means to resolving grievances. Actions by the Township or the Association which tend to impair or weaken the Grievance Procedure are improper.

Section 2. Definition. A Grievance is dispute or difference between the Township and the Association concerning the interpretation and/or application of and/or compliance with any provision of the Agreement, including the application of discipline.

Section 3. Meetings. Grievance meetings will be scheduled at times mutually agreeable to the Township and the Association.

Section 4. Grievance Contents. When a grievance is filed, the following procedure shall be observed. The grievance must be reduced to writing and include the following:

Aggrieved employee's name

Date of the incident leading up to the grievance

A description of the incident leading to the grievance

Date of the grievance filed in writing

Specific articles of this Agreement and/or rules or regulations violated

Desired remedy to resolve the grievance

Signature of the grievant and Association board member

Section 5. Time Limits. The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Township and the Association. Grievances not timely processed by the Township shall automatically be considered to have been appealed by the Association to the next step (Step 2). Grievances not timely filed by the Association shall be considered extinguished. Grievances not timely processed by the Association shall be considered resolved per the previous step's response. Any grievance where a response has not been issued within the specified time limits shall be considered to have been answered in the negative.

Section 6. Procedure. When a grievance is filed, the following procedure shall be observed:

Step One: The Association shall present the grievance to the Chief or his designee within ten (10) business days after the employee or Association learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. The Chief or his designee shall meet with the Association representative and grievant to conduct the grievance hearing, and within fifteen (15) business days following the filing of the grievance, the Chief or his designee shall respond in writing to the Association.

Step Two: If the grievance is not satisfactorily settled at Step One, it shall be presented in writing to the Trustees or their designee, by the Association within ten (10) business days following the receipt of the Step One answer. Thereafter, the Trustees or their designee shall meet with the Association Representative and the grievant at a date and time mutually agreeable to the parties but, in any case, within fifteen (15) business days of receipt of the appeal, the Trustees or their designee shall provide a written answer to the grievance.

Step Three: If the grievance is not satisfactorily settled at Step Two, and the Association wishes to appeal the grievance further, it shall notify the Federal Mediation and Conciliation Service ("FMCS") in writing of its intent to arbitrate the grievance within ten (10) business days of its receipt of the Step Two answer and copy the Township on this request. Upon written notice of the Association's intent to arbitrate, the FMCS shall submit a panel of fifteen (15) arbitrators from Ohio to each party and the arbitrator shall be chosen by the Alternate Strike method.

In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Agreement. In reaching his decision, the Arbitrator shall have no authority to add to or subtract from or modify in any way the provision of this Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days after the close of the Arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties, subject to review as provided in the Ohio Revised Code.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitral or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator, on the same day, time permitting. The decision of the arbitrator shall be binding upon the parties. All costs directly related to the service of the arbitrator will be paid by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the Township and the Association. Expense of any witnesses, if any, will be paid by the party calling the witness. The

fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording.

Association members who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of a subpoena. Association members will not be compensated by the Township for grievance meetings or arbitrations they attend unless the attendance is required by the Township. Any request made by either party for the attendance of the witnesses shall be made in good faith, and at no time shall the attendance of employees adversely affect the normal operations of the department.

ARTICLE 9 **TRAINING**

All bargaining unit members are responsible to maintain their own certifications. At the discretion of the Fire Chief, upon approval, bargaining unit members may be reimbursed for tuition, fees, course materials or other expenses for attending non-mandated seminars/classes. For each request where the Township agrees to provide reimbursement, the Fire Chief shall provide advance notice, in writing, of the tuition, fees and expenses that will be reimbursed.

The Township shall compensate members for their time spent attending Department-mandated training at their straight-time hourly rate for a minimum of two (2) hours subject to the overtime provisions of Article 4. Employees must show up on time for training to be eligible for the two (2) hour minimum payment.

The Employer will provide thirty (30) calendar days notice of department mandated training in advance of the training date, unless emergency circumstances do not allow for the thirty (30) day advance notice. In lieu of attendance at department-mandated training, employees may be credited with the completion of such training based on their participation in training outside the department on the same subject matter. In order to receive credit for such outside training, an employee shall be required to submit sufficient documentation to the Employer, as determined by the Fire Chief, who shall then review and determine on a case by case basis whether or not credit is to be given.

An employee who has not been given thirty (30) days notice of department mandated training will not be subject to discipline based on the failure to complete the training within thirty (30) days, but he will be required to satisfy the requirement through Township provided training within a reasonable period of time.

ARTICLE 10 **DRIVING RECORDS**

All bargaining unit members must notify the Fire Chief of any revocation of their driver's license.

ARTICLE 11
HOLIDAYS

Section 1. Holidays/Rate of Pay. On the following holidays, members will be compensated at their overtime rate (which is 1 and 1/2 times the regular hourly rate), for all hours worked on the holiday (from 0600 to 0600).

New Year's Day
President's Day
Third Sunday in April
Memorial Day
Independence Day
Labor Day
Christmas Eve Day
New Year's Eve Day

Section 2. Premium Holidays. For the year 2015, the rate of pay for work performed on Thanksgiving and Christmas shall remain one and one-half times (1 1/2) the employee's regular hourly rate for each hour worked from 0600 to 0600. Effective January 1, 2016, the rate of pay for work performed on Thanksgiving and Christmas shall be two (2) times the employee's regular hourly rate for each hour worked from 0600 to 0600.

ARTICLE 12
UNIFORMS

The Township shall provide turn-out gear, as determined by the Township.

The Township shall provide newly appointed Association members an initial uniform as determined by the Township.

Uniform items shall be replaced by the Township as determined by the Township.

ARTICLE 13
DRUG/ALCOHOL TESTING

The Association agrees to adhere to the Township's current Drug-Free Workplace policy. Any changes to the policy must be submitted in writing to the Association thirty (30) days prior to the change.

ARTICLE 14
DUAL TOWNSHIP EMPLOYMENT

At no time will any bargaining unit member be employed in any other capacity by Chester Township. Any employee who seeks employment in another capacity with the Township shall be required to tender his voluntary resignation prior to being appointed in such other capacity or shall be considered to have constructively resigned from his position upon receiving the

appointment. Such constructive resignation is irrevocable and non-appealable under the parties' grievance and arbitration procedure nor any other statutory avenue of appeal.

ARTICLE 15
LAYOFF AND RECALL

1. LAYOFFS

When the Township determines layoffs are necessary, the following procedures will determine the order of layoff and recall:

- a. The Township will layoff all probationary employees first. Then, if deemed necessary to reduce the work force further, the Township will layoff employees on a seniority basis, in order from least senior to most senior.
- b. The Township must give written notification to the Association at least fourteen (14) days prior to the layoff dates. This notification will identify the number of employees subject to layoff.

2. RECALLS

- a. Members who have been laid off will be subject to recall for a period of one (1) year from the initial date of layoff.
- b. Members will be recalled in the reverse order of their layoff.
- c. Members eligible for recall shall receive written notification via certified mail and direct phone call from the Fire Chief. A copy of the written notification will be given to an Association Board Member.
- d. The member has fourteen (14) days to respond to the notification of recall. At the end of day fourteen (14), if there has been no response from the member, the member will be deemed voluntarily terminated.

During a layoff period no new employees will be hired into bargaining-unit positions until all laid-off members have been recalled.

ARTICLE 16
WAGES

Section 1. Employees shall receive hourly rates of compensation as follows:

Effective September 1, 2015

	Base	After 1 year	After 3 years	After 5 years
FF or EMT-B	\$11.33	\$12.03	\$12.78	\$13.57
FF/EMT-B, EMT-I	\$12.03	\$12.77	\$13.56	\$14.40
FF/EMT-I, EMT-P	\$12.76	\$13.55	\$14.39	\$15.27

FF/EMT-P	\$13.53	\$14.37	\$15.26	\$16.23
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Effective January 1, 2016 (1.0% general wage increase)

	Base	After 1 year	After 3 years	After 4 years
FF or EMT-B	\$11.44	\$12.15	\$12.91	\$13.71
FF/EMT-B, EMT-I	\$12.15	\$12.90	\$13.70	\$14.54
FF/EMT-I, EMT-P	\$12.89	\$13.69	\$14.53	\$15.42
FF/EMT-P	\$13.67	\$14.51	\$15.41	\$16.39

Effective January 1, 2017 (2.0% general wage increase)

	Base	After 1 year	After 2 years	After 3 years
FF or EMT-B	\$11.67	\$12.39	\$13.17	\$13.98
FF/EMT-B, EMT-I	\$12.39	\$13.16	\$13.97	\$14.83
FF/EMT-I, EMT-P	\$13.15	\$13.96	\$14.82	\$15.73
FF/EMT-P	\$13.94	\$14.80	\$15.72	\$16.72

Effective January 1, 2018 (2.0% general wage increase)

	Base	After 1 year	After 2 years	After 3 years
FF or EMT-B	\$11.91	\$12.64	\$13.43	\$14.26
FF/EMT-B, EMT-I	\$12.64	\$13.42	\$14.25	\$15.13
FF/EMT-I, EMT-P	\$13.41	\$14.24	\$15.12	\$16.05
FF/EMT-P	\$14.22	\$15.10	\$16.04	\$17.05

Section 2. Officer Pay/OIC Pay. The hourly rate of compensation for employees assigned to act as Officer-in-Charge shall be an additional one dollar and fifty cents (\$1.50)/hour above the employee's existing hourly rate. The hourly rate of compensation for Lieutenants shall be an additional two dollars (\$2.00)/hour above the top FF/EMT-P rate.

ARTICLE 17
DISCIPLINE

Employees shall adhere to all Department and Township policies, procedures and codes of conduct. Non-probationary employees shall only be disciplined or discharged for just cause. Probationary employees shall be considered at-will and shall have no right to appeal discipline or discharge through the grievance procedure.

The Township agrees to adhere to the concept of progressive discipline except where the actions are of such a serious nature as to warrant termination.

Prior to any discipline being imposed, employees shall be given a meeting to respond to the assertions before the Fire Chief or his designee. Prior to the predisciplinary meeting the employee will be provided with written notice of the charges against him, a brief explanation of the facts underlying such charges, and what form of discipline may be imposed. The employee may request an available Association representative or other available co-employee to attend the predisciplinary meeting. If the Association representative(s) are not available on the scheduled

predisciplinary meeting date, the date may be rescheduled to a date agreed upon by the Fire Chief and the Association.

Employees who are given a written reprimand, suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

Any written discipline, including disciplinary suspensions, may be considered for a period of up to two (2) years for the purposes of administering progressive discipline provided no other discipline has occurred during that two (2) year period.

These time frames shall not apply to discipline administered for acts of harassment (e.g., racial, gender-based, religious, national origin) or workplace violence, or drug/alcohol related offenses.

An employee challenging any disciplinary action for lack of just cause shall file a grievance at Step Two of the grievance procedure within ten (10) business days following the receipt of notice of the disciplinary action and the challenge shall proceed in accordance with the Agreement's grievance-arbitration procedure.

The above provisions supersede the removal proceedings (for purposes of disciplinary removals only) referenced under R.C. 505.38 and R.C. 733.35-733.39.

ARTICLE 18 **LABOR MANAGEMENT COMMITTEE**

A Safety and Health Committee shall be established to serve in an advisory capacity to the Fire Department. The committee shall include up to two (2) representatives from management and up to two (2) members of Chester Township Fire Rescue, chosen by the Association.

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

The committee shall meet at mutually agreeable times, but no less than twice annually, and members shall serve without compensation unless the meeting is held during on duty time. The committee shall hold special meetings upon request of the Association representative.

The committee shall make recommendations to the Fire Chief on matters concerning the safety and health of department members. The Fire Chief shall respond within fourteen (14) days or within a mutually agreed time frame. Where Board action is needed, Committee recommendations accepted by the Chief shall be presented to the Board of Trustees by the Chief for their consideration.

ARTICLE 19 **NON-DISCRIMINATION**

The Township and the Association agree not to discriminate against any employee consistent with state and federal law.

The Township and the Association recognize the right of all employees not to join the Association or to be free to join the Association, should they so desire, and to participate in lawful Association activities. Therefore, the Township and the Association agree that there shall be no discrimination by the Township or the Association against any employee because of Association membership or non-membership.

ARTICLE 20
NO-STRIKE

The Association recognizes that any strike by the bargaining unit members is in violation of Section 4117 of the Ohio Revised Code. If bargaining unit members engage in a strike or any other interruption of work, said bargaining unit members would be subject to immediate termination. It is recognized that the Township has the right to seek an injunction against the strike in the Geauga County Court of Common Pleas. The Association recognizes that in accordance with Ohio Revised Code Section 4117 that the Association or its members cannot rely upon any alleged unfair labor practice by the Township in support of any strike activity.

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

ARTICLE 21
IMPASSE ARBITRATION

Ninety (90) days before the expiration of this contract, the Township and the Association shall begin negotiations and shall negotiate for a period of at least sixty (60) days. After sixty (60) days either party can demand final and binding arbitration by written notice to the other of all issues on which they are at impasse in accordance with the following procedures:

- a. Immediately following the declaration of impasse by either party, the parties shall begin the selection process of an impartial arbitrator by the strike-off method from a list of seven (7) arbitrators provided by the State Employment Relations Board ("SERB").
- b. At least five (5) days prior to a scheduled interest arbitration hearing, the parties shall submit their final offer on each unresolved issue to the arbitrator.
- c. The arbitrator may hold hearings and receive documentation or evidence in accordance with the rules of Chapter 4117 of the Ohio Revised Code.
- d. After whatever evidence the parties wish to submit, the arbitrator shall select a final offer from one of the parties, on each of the impasse issues. The arbitrator shall then issue an award incorporating all of the selected final offers, without modification, within thirty (30) days of the hearing.

ARTICLE 22
LEAVES OF ABSENCE

For good cause due to sickness, injury or personal reasons of an exigent circumstance, an employee may request an unpaid leave of absence. The granting of such leaves is within the sole discretion of the Township. Failure to report to work following the expiration of a leave shall be grounds for termination. Employees granted a leave of absence shall have their seniority restored upon their return to work.

ARTICLE 23
ASSOCIATION REPRESENTATION

A member may request and will be provided representation of an Association representative prior to or during any investigatory interview which could reasonably lead to the member's discipline.

The Association shall provide the Chief with the identity of no less than six (6) Association representatives who can serve as an Association representative. If the member invokes his right to Association representation, he must choose a representative who is readily available either who is on duty, who can immediately report upon being called by the member, or is available by telephone to represent him. If none of the representatives are readily available, the member may select another employee on duty to represent him.

Any predisciplinary hearings will be scheduled taking into consideration the availability of the member's choice of an Association representative.

ARTICLE 24
SENIORITY

Seniority will be determined by an employee's uninterrupted length of continuous service with the Chester Township Fire Department from the employee's date of hire.

No time will be lost towards an employee's seniority while on an approved leave of absence.

An employee's seniority shall be terminated if the employee:

Quits or resigns

Is discharged for just cause

Is laid off for longer than twelve (12) consecutive months

Fails to return to work within fourteen (14) days of being notified of a recall from layoff

If the Township rehires a previously-employed member who resigned his employment, it may, within its sole discretion, reinstate the employee's seniority.

ARTICLE 25
SEPARATION

All issued equipment, articles, manuals and clothing provided by the Township shall be returned upon separation of service. Employees failing to return all equipment, articles, manuals and clothing shall be responsible for the replacement cost of the items not returned. The Township reserves the right to withhold an amount equal to the value of the equipment, etc. from the employee's paycheck(s) where the equipment, etc. has not been returned and the issuance of the uniform equipment is documented in writing. The Township also reserves the right to pursue legal action to recoup the equipment, etc. or the fair market value of same.

ARTICLE 26
CONFORMITY TO LAW

To the extent consistent with O.R.C. 4117.10, this Agreement shall supersede any present and future federal, state and local laws, along with any applicable rules and regulations.

If the enactment of legislation or a determination by a court of final and competent jurisdiction renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of the Agreement which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

In the event that a portion of the Agreement is determined to be invalid or unenforceable pursuant to paragraph two of this Article, then, and in that event, the negotiating committee for the respective parties will meet solely for the purpose of negotiating a valid replacement for the invalid section of the Agreement.

ARTICLE 27
ACTING OFFICERS

Section 1. The Employer shall determine those personnel that are eligible to serve as acting officers, and shall maintain and update a list of those employees that it designates as such.

Section 2. Minimum Qualifications. In order to be eligible to be considered for appointment to the Acting Officer list, an employee must meet the following minimum qualifications:

- a. Firefighter II
- b. Paramedic
- c. Fire Officer I
- d. Minimum 2 years service with the Chester Township Fire Department
- e. Minimum 5 years service as a firefighter/medic

Section 3. Scheduling. When the Employer determines that an acting officer assignment is necessary, the most senior eligible acting officer available for the shift shall be scheduled as the acting officer. In the event of a vacancy that occurs after the schedule is posted the most senior eligible and available acting officer shall be selected by the Fire Chief/designee from the list of

eligible acting officers for the assignment. Shift trades between officers do not result in a vacancy to which this would apply.

Section 4. Grandfathered Personnel. Firefighters Sipos and Kerr shall be grandfathered in for the paramedic requirement. Their current EMS certification shall be accepted in lieu of the paramedic requirement.

ARTICLE 28
PROMOTIONS

Section 1. Promotion to the rank of Lieutenant and Captain shall be by an examination process that includes a written examination and oral examination, with the scoring weight of the written and oral components determined by the Fire Chief and/or Board of Trustees in advance of the examinations. The Employer may elect to utilize a testing agency to develop and administer the testing process. Bonus points for seniority shall be added to the final total examination score with 0.5% given for each year of service with the Township up to a maximum of 3.0% bonus points awarded based on the candidate's total final examination score.

Section 2. Upon completion of the promotional examination process an eligibility list shall be posted with the promotional candidates ranked in order of highest to lowest total score. When a Lieutenant or Captain vacancy is to be filled by promotion, the Fire Chief and/or Board of Trustees shall interview the three (3) highest scoring candidates on the eligibility list and select for promotion the candidate deemed most qualified. An eligibility list shall remain in place for twelve (12) months following the date of the posting and will be used for promotional vacancy interviews during that time period. In the event that less than three (3) candidates remain on a list that was initially valid, the Township may elect to discontinue the list and retest or continue to appoint from the existing list.

Section 3. The Township shall post notice of a promotional examination and provide a minimum of thirty (30) calendar days' notice of the examination. The posting period should include a listing of the required reading materials for study purposes.

Section 4. For the rank of Lieutenant the following qualifications are required to sit for the promotional exam:

- Firefighter II
- Paramedic
- Fire Officer I or obtain Fire Officer I within twelve (12) months of promotion
- 2 1/2 years of service with Township at time of exam, 3 years at time of promotion

Section 5. In the event the Township establishes the rank of Captain, the following qualifications are required to sit for the promotional exam:

- Firefighter II
- Paramedic
- Fire Officer I & II or obtain Fire Officer I & II within twelve (12) months of promotion
- 1 year of service in the grade of Lieutenant with the Township

Section 6. In the event that less than three (3) qualified candidates apply to take the promotional examination, or if less than three (3) candidates achieve a total final score (including seniority points) equivalent to at least seventy-seven (77%) percent of the possible total combined written and oral examination scores, the Fire Chief and/or Board of Trustees may select the employee to be promoted at their discretion, including candidates outside the Fire Department.

ARTICLE 29
SHIFT SCHEDULING

Section 1. The shifts and hours to be filled through the following selection procedures shall be determined by the Employer, per the operational or service needs set forth by the Fire Chief. The bargaining unit members' work shifts shall be scheduled on a monthly basis, in order of Fire Department seniority, in the following rounds:

Round One

- a. Selections for the following month shall begin on the first Monday of each month at 0001 hours and end on the following Saturday at 2400 hours.
- b. Each member may pick up to two (2), twelve (12) hour shifts per week in Round One, with each member picking at least (2), twelve (12) hours shifts in the month.
- c. Picks begin with the most senior Officer; once all the Lieutenants have made their Round One picks, the most senior Line Members shall pick and descend to the member with the least seniority.

Round Two

- a. Selections for the following month shall begin on the second Monday of each month at 0001 hours and end on the following Saturday at 2400 hours.
- b. Each Member may pick up to one (1), twelve (12) hour shift per week in Round Two, with each member picking at least two (2) additional, twelve (12) hours shifts in the month.
- c. Picks begin with the most senior Officer; once all the Lieutenants have made their Round Two picks, the most senior Line Members shall pick and descend to the member with the least seniority.

Round Three (Free-For-All)

- a. Selections shall begin for the following month once all members have picked for Round Two or on the third Monday of each month at 0001 hours (whichever is sooner) and end on the following Saturday at 2400 hours.
- b. Each Member may pick as many open shifts as needed, so long as it does not cause overtime.

- c. This is a “Free-For-All-Week”; any member may fill any open shift regardless of seniority or rank.

Section 2. Sign Up/Service Requirement. Wherever possible (i.e., dependent upon the number of shifts available and number of employees scheduling shifts) a bargaining unit member shall sign up to work a minimum of four (4), twelve (12) hour shifts per month. Members are required to work a minimum of twenty-four (24) hours themselves of the forty-eight (48) hours of the shifts they schedule each month. Where a member cannot fulfill the minimum requirement he may make arrangements to substitute another member to pick up to twenty-four (24) hours of the forty-eight (48) hour minimum requirement pursuant to Section 3. However, a member shall be excused from working his/her scheduled shift due to a medical emergency (involving a member of his/her immediate family) or when the member is mandated to work overtime at his other full-time job. A member may be required to provide to the Fire Chief documentation of the medical emergency or conflicting full-time employment mandatory overtime upon request. For purposes of receiving credit for a full twelve (12) hour shift and scheduling, where members work eight (8) hours of the full shift due to the need to cover a late arrival and have arranged for coverage, credit for the full shift will be given.

Section 3. Once the schedule for the following month is finalized and posted, the shift in which each member is scheduled is that member’s responsibility. If for any reason that member is unable to work his/her scheduled shift, it is the responsibility of that member to get that shift covered. Any shift trades shall not cause overtime and must be done with a member of equal certification, unless otherwise approved by the Fire Chief. Shift trades/substitutions shall not be approved where it would result in the shift being left without an officer or approved OIC.

Section 4. Progressive Discipline. If a member fails to meet the Sign Up/Service Requirements (Section 2) without the permission of the Fire Chief, the member shall be disciplined as follows:

- 1st Offense = Written warning
- 2nd Offense = Final written warning
- 3rd Offense = Discharge

For purposes of the above disciplinary track, occurrences shall be counted on a twelve (12) month period measured from the date of the most recent infraction (i.e., an intervening infraction after the first infraction restarts the twelve (12) month period so that only after twelve (12) months with no further offense will the schedule reset to step 1).

An employee shall not be disciplined for failing to sign up to work the minimum number of shifts per month or working the minimum hour requirement if the number of shifts available and number of employees scheduling shifts makes it mathematically impossible that each employee schedule himself/herself for the minimum number of shifts per month or work the minimum hours required. Where an absence is excused by the Fire Chief or excused as recognized under Section 2, that absence shall not be considered as an offense.

Section 5. Maximum Hour/Day Limitations/Waiver. The parties waive the requirements of R.C. 505.60 with respect to the definition that a part-time employee is hired with the expectation

of not working more than one thousand five hundred (1,500) hours annually and any claims for benefits contained therein or in R.C. 505.61. Any part-time bargaining unit member who provides documentation that he is covered by insurance elsewhere and executes a waiver of Township insurance shall be permitted to work in excess of 120 days or 1,500 hours. In the event that an employee does not comply with the above provisions, his hours may be restricted to work less than 120 days or 1,500 hours annually to limit/avoid liability under external law.

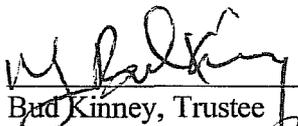
ARTICLE 30
DURATION

This Agreement shall be effective as of September 1, 2015, and shall remain in full force and effect through August 31, 2018, or as amended or modified as hereinafter provided. If either party desires to terminate and/or modify the terms of this Agreement, notice to negotiate shall be given not sooner than ninety (90) calendar days prior and no later than sixty (60) days prior to August 31, 2018.

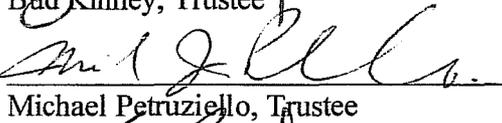
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto affix their signatures on this 01 day of JULY, 2016.

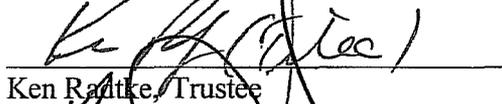
FOR CHESTER TOWNSHIP



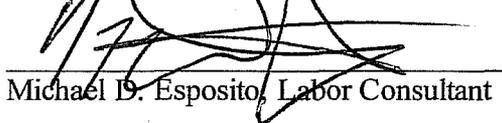
Bud Kinney, Trustee



Michael Petruziello, Trustee

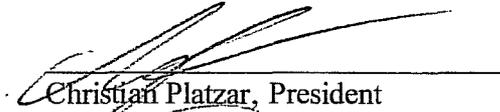


Ken Rantke, Trustee

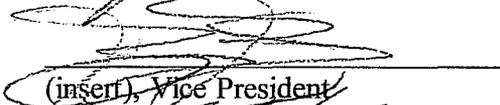


Michael D. Esposito, Labor Consultant

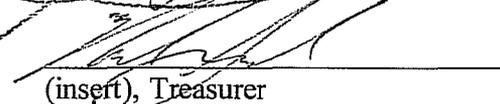
FOR CHESTER TOWNSHIP
FIREFIGHTERS' ASSOCIATION



Christian Platzar, President



(insert), Vice President



(insert), Treasurer

(insert), Secretary