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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIFFLIN
TOWNSHIP

and the

IAFF LOCAL 3965

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ARTICLE 1 - AGREEMENT

THIS AGREEMENT is entered into between Mifflin Township and the Mifflin Township Fire Department, hereinafter referred to as the “Employer”, and the Mifflin Township Professional Firefighters, IAFF Local # 3965, hereinafter referred to as the “Union”.

ARTICLE 2 - RECOGNITION

For purposes of the Agreement, the bargaining unit is defined as follows:

Included: All full-time employees in the classifications of Firefighter and Captain.

Excluded: All other employees of the Employer.

ARTICLE 3 - UNION REPRESENTATION

Section 3.1 Roster

The Union shall provide the Fire Chief with an official roster of its local officers and assigned Union representatives within thirty (30) days of the execution of this Agreement, and within thirty (30) days of any change thereto, which roster shall include:

- A Name,
- B Union office held,
- C Work address and phone for non-employee representatives.

No employee shall be recognized as a Union representative until the Union provides this notice.

Section 3.2 Permitted Activities

- A Union Meetings. The Employer will allow the Union to use the Employer's facilities for monthly Union meetings, provided the Chief of Fire has received advance written notice and such meeting does not interfere with the operations of the Employer. Members who are on duty shall be permitted to attend such meetings without loss of pay. On-duty members shall remain available to conduct department business and respond to emergencies/fire calls during the meeting.
- B Grievance Writing/Investigation. The writing and investigation of grievances shall be on non-work time.
- C Bulletin Board. The Employer agrees to provide the Union space at each firehouse for a bulletin board for the exclusive use of the Union. The Union agrees that no material may be posted on the Union bulletin board that contains the following:
 - 1 Reporting, commentary, criticism, or any other statement that is considered of a partisan nature.
 - 2 Personal attacks upon, or derogatory statements about, any member, any other employee or volunteer, or any elected official.
 - 3 Attacks on any employee organization, regardless of whether or not the organization has local membership.

Section 3.3 Prohibited Activities

The Union agrees that no representative of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the work duties of employees.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The rights of the Employer include but are not limited to the following. The Employer reserves the right to:

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

Section 4.2

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

ARTICLE 5 - WORK RULES

Section 5.1

The Employer, in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, and to regulate the conduct of employees and the conduct of services and programs. For the purposes of this Article, all of the above shall be considered inclusive in the terminology of Work Rules.

Section 5.2

All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Fire Chief or his designee, or by use of outside vendors for the conduct of awareness training.

Section 5.3

Any additions or amendments to the Employer's work rules (made through Directives, Memorandums, Inter-Office Communications, Regulations, Standard Operating Procedures and/or Notices) shall be reduced to writing and signed by all employees to acknowledge awareness of the addition or amendment. Any employee on a Leave of Absence, Sick Leave, or Vacation shall be required to sign the acknowledgement within five (5) calendar days upon return to work.

ARTICLE 6 - DISCIPLINE

Section 6.1

No employee shall be reduced in pay and/or position, suspended, removed, or discharged except for just cause.

Section 6.2

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Additionally, discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 6.3

In any investigatory interview between an employee and a representative of the Employer where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a Union representative be present. An employee may elect to waive his or her right to Union representation, but must do so in writing (Form F038WUR).

Section 6.4

Any supervisor has the authority to issue an oral counseling or written reprimand. Instances of oral counseling and written reprimands are documented and shall be signed by the supervisor and offered to the employee for signature, with a copy delivered to the employee and the original to the personnel file, as soon as possible after the event necessitating discipline.

Section 6.5

When the Chief of Fire determines that an employee may be disciplined for just cause, a pre-disciplinary conference shall be scheduled by the Chief to give the employee an opportunity to offer an explanation of the alleged conduct. The Chief or designee shall conduct the conference as soon as possible after the event necessitating discipline.

Notwithstanding the above, the Employer may temporarily suspend an employee pending the pre-disciplinary conference if his conduct or physical condition presents a threat to the safety, health or welfare of the employee, other employees, the public, or the operation of the department. Such temporary suspension shall be with pay.

ARTICLE 6 - DISCIPLINE

Section 6.6

Prior to the scheduled starting time of the pre-disciplinary conference, the Chief of Fire or designee will provide the employee and union with a written notice of the hearing and an outline of the charges which may be the basis for disciplinary action (Form 005PDC). In response, the employee must:

Appear at the conference to present an oral or written statement in the employee's defense; or

Appear at the conference and have a representative present an oral or written statement in the employee's defense; or

Elect in writing to waive the pre-disciplinary conference (Form 012WDC).

An employee who elects to attend the conference and present evidence, or who is called to testify, must answer all questions truthfully. If it is later proven that the employee's answers were not truthful, such dishonesty may result in disciplinary action.

An employee may elect to waive the right to representation at the hearing, but must do so in writing (Form F038WUR).

At the conference the employee may present any testimony, witnesses, or documents that explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses to the Chief of Fire as far in advance as possible, but not later than one hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 6.7

The Chief of Fire shall, after the hearing, complete and sign part one (1) of the Notice of Disciplinary Order (Form 013NDO) concluding whether or not the alleged offense occurred and recommending appropriate disciplinary action, and forward same to the Board of Trustees. Upon receipt of the Notice of Disciplinary Action, the Board of Trustees shall fully review the facts of the incident, perform any necessary investigation and complete and sign part two (2) of the form, and either uphold or amend the recommended action. A copy of this form shall be provided to the employee and union, with the original to the employee's personnel file.

ARTICLE 6 - DISCIPLINE

Section 6.8

Records of suspensions and reductions in pay and/or position shall cease to have force and effect in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Records of verbal and written reprimands shall cease to have force and effect in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening actions taken during that time period.

Section 6.9

Only disciplinary actions involving termination, reduction in rank, or a suspension of more than one (1) duty day [twenty-four (24) hours] may be appealed through the grievance procedure.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1

A grievance is an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of the express terms of this agreement.

Section 7.2

A grievance may be brought under this procedure by any employee covered by this Agreement, or by the Union. Employee grievances are filed at Step 1. Union grievances are filed at Step 2. When a group of employees desires to file a grievance concerning a situation affecting each employee in the same manner, one (1) member selected by the group, or the Union, shall process the grievance as a group grievance.

Section 7.3

All grievances must be timely processed at the proper step in the grievance progression to be considered at the next step. Any grievance not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant to the next step of the grievance procedure. Any time limit set forth in this Article may be extended by mutual, written, agreement. The Union may withdraw a grievance at any time by notifying the Chief of Fire or his designee in writing.

Section 7.4

The following are the steps and procedures for handling grievances:

- A Step 1 - Assistant Chief
 - 1 An employee having a grievance shall reduce the grievance to writing on the grievance form and submit same to the Assistant Chief within seven (7) workdays after the grievant knew or reasonably should have known of the facts giving rise to the grievance. The Assistant Chief will respond in writing to the employee and Union within seven (7) workdays of receipt of the grievance.
- B Step 2 - Chief of Fire
 - 1 If the grievant is not satisfied with the answer of the Assistant Chief, the Union shall present the grievance and the Step 1 answer on the grievance form to the Chief of Fire within seven (7) workdays after receipt of the Assistant Chief's answer.
 - 2 The Chief of Fire shall hold a meeting within seven (7) workdays following receipt of the grievance.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 3 The Chief of Fire will respond to the grievant and the Union in writing within seven (7) workdays after this meeting.
- C Step 3 - Board of Township Trustees
- 1 If the grievant is not satisfied with the Step 2 answer, the Union shall present the grievance and the Step 2 answer on the grievance form to the Board of Township Trustees within seven (7) workdays after the receipt of the Step 2 answer.
 - 2 The Board of Township Trustees shall hold a meeting within fourteen (14) workdays following the receipt of the grievance.
 - 3 The Board of Township Trustees will respond to the grievant and the Union in writing within twenty (20) workdays after this meeting.

Section 7.5

Whenever used in this Article, the term "workdays" shall include all days except Saturdays, Sundays, and holidays.

Section 7.6 Arbitration.

If a matter has not been satisfactorily settled through the procedure set forth above, the Union through its President, within fourteen (14) workdays after issuance of the Board's decision, may request in writing that the matter be arbitrated. The parties shall meet to attempt to determine the issue(s) to be arbitrated and to select the arbitrator. If the parties fail to agree on an arbitrator, the Employer and Union will request a list of seven (7) names of master certified arbitrators whose principal place of business is Ohio from the Federal Mediation and Conciliation Service ("FMCS"). Within seven (7) workdays after the day of receipt of the list, the Employer and Union will alternately strike names from the list until the name of one arbitrator remains. The party to strike first shall be determined by the flip of a coin; and in each succeeding arbitration the other party shall strike first. The Employer and Union will notify the FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance. Each party shall have the right to reject one (1) list submitted by the FMCS and any list that does not conform to the requirements of this Article. As soon as the arbitrator has been selected, he shall proceed to schedule a hearing on the matter in dispute. The Employer and the Union shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense of calling its witnesses (including any lost wages) to testify in its case. The non-prevailing party shall pay the costs and fees of the arbitrator. Either party may demand that a written transcript of testimony be taken, at that party's expense. The arbitrator shall make a decision within thirty (30) workdays after submission of the case after such hearing. If such decision is within the

ARTICLE 7 - GRIEVANCE PROCEDURE

authority herein conferred upon him/her by this Agreement, it shall be final and binding upon the Employer and Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

- A The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement;
- B The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms of this agreement;
- C The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as provided above;
- D The arbitrator's decision will be final and binding upon all parties, subject to appeal to the Common Pleas Court of Richland County pursuant to ORC Section 2711.05; and
- E The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance, on the grounds that the matter is not arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

ARTICLE 8 - LABOR/MANAGEMENT MEETINGS

Section 8.1

The Employer agrees to meet with the Union to discuss matters, which may include the following:

- A Changes contemplated by the Employer that may affect employees;
- B Ways to improve effectiveness and increase efficiency;
- C Issues of interest to employees;
- D Health and safety; and
- E Matters of contract administration that are not subject to the grievance procedure.

Such meetings shall occur within two (2) weeks after one (1) party gives notice of its desire to have a meeting and upon the agreement of the other party. At least five (5) days prior to the meeting, each party will submit to the other an agenda specifying the topics they wish to discuss and the names of the persons who will be attending.

ARTICLE 9 - DUES DEDUCTION

Section 9.1

The employer agrees to deduct regular membership dues each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (Exhibit B) must be presented to the Employer by the employee/Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. This authorization shall only terminate after an employee notifies the Employer and the Union, in writing, to cancel deduction of Union dues from the employee's paycheck. This revocation can only be submitted not earlier than sixty (60) days not later than thirty (30) days prior to the expiration of this Agreement.

In collective bargaining, once it is chosen by a majority of employees in an appropriate unit, the union is the "exclusive representative." The union must bargain for all nonmembers as well as union members. Neither members nor nonmembers can bargain on their own, either as individuals or in subgroups. Not only must the union represent all employees; it is prohibited from negotiating terms and conditions of employment for nonmembers that differ from those negotiated for members. The nonmember, therefore, allegedly receives the benefits of union representation but, in the absence of union dues, has no obligation to share the costs of it.

The union's legal obligation to represent everyone impartially is "the duty of fair representation." This duty, in conjunction with exclusive representation, constitutes the core argument for union dues. Knowing that whatever the union negotiates they will be treated the same as union members, nonmembers have a strong incentive not to join and not to pay union dues. This problem arises whenever members of a group receive benefits but are not required to share the costs of achieving and protecting them.

Therefore, the employer will require any employee that would normally be included in the collective bargaining unit (Firefighters and Captains), who declines such inclusion, to make "Fair Share Contributions". Fair Share Contributions shall be the same amount of regular union dues.

Section 9.2

The Employer shall remit dues and fair share contributions deducted hereunder to the Union as directed by the Union in writing.

ARTICLE 9 - DUES DEDUCTION

Section 9.3

The Employer assumes no obligation of any kind arising out of its deduction of dues and/or fair share contributions in accordance with this Article. The Union shall indemnify and hold the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of dues and/or fair share contributions pursuant to this Article. Once dues and fair share contributions are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.

Section 9.4

The Employer shall be relieved from making dues deductions and/or fair share contributions when an employee terminates his employment, transfers to a position outside of the bargaining unit, is laid off from work, is on an unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to Union dues and/or fair share contributions, or revokes his authorization (for union dues).

Section 9.5

Neither the Union nor any employee shall have any claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next paycheck from which dues and/or fair share contributions are customarily deducted.

Section 9.6

The amount of dues and fair share contributions to be deducted shall be certified to the Employer, in writing by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues and fair share contributions are customarily deducted, whichever is later.

ARTICLE 10 - PROBATIONARY PERIOD

Section 10.1

Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer as a career employee and shall continue for a period of one (1) year after the employee completes FF I & II and Paramedic certifications or, a maximum of fourteen (14) months, whichever is less. Time spent on a leave of absence of greater than one (1) consecutive calendar week shall extend the probationary period as defined above for the amount of time equal to the leave of absence. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no right to appeal such termination, or file a grievance.

Section 10.2

A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position. The probationary period shall begin on the effective date of the promotion and shall continue until the promoted employee has actually worked sixty-six (66) twenty-four (24) hour shifts. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

Section 10.3

Any employee who is on probation, whether newly hired or newly promoted, may have their probationary time extended as a form of discipline.

ARTICLE 11 - PERSONNEL FILES

Section 11.1

No person may obtain or possess personnel records maintained by the Employer except by the procedure.

Section 11.2

Each employee may request to inspect his official personnel file. Inspection of the file shall be by scheduled appointment. Appointments shall be during the regularly scheduled work hours of the Chief of Fire. An employee is entitled to have a Union representative accompany him during this review. The Chief of Fire shall provide the employee, upon request, with a copy of any document in the file, which is not classified by law as confidential.

Section 11.3

If an unfavorable statement or notation is in the official personnel file, the employee may place a written statement of rebuttal or explanation in the file.

Section 11.4 Review of Records by Non-Employees

All requests for review of personnel records by non-employees shall be processed in accordance with the following guidelines.

- A Employees will be notified in writing that a request has been made to review their personnel file.
- B Prior to the release of the public records the Chief of Fire will review the personnel file to ensure that it contains no confidential material. Additionally, any requested information shall be submitted to the Richland County Prosecutor's Office to ensure the legality of releasing said information.
- C In the event the person requesting review of the personnel files desires copies, the employee shall be provided such copies also.

ARTICLE 12 - DRUG/ALCOHOL TESTING

Section 12.1

The Union recognizes that drug use by an employee is a threat to the public welfare and the safety of department personnel. It is the purpose of this policy to discourage illegal drug use through education, rehabilitation and corrective action. The possession, use or being under the influence of alcoholic beverages or illegal or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty. To that end, it is agreed that Bargaining Unit Employees shall adhere to the same provisions relative to Drug/Alcohol Testing that any other Mifflin Township Employee follows. Said provisions can be found in Sections 7.05 and 7.06 of the "*Mifflin Township - Employee Policy and Procedure Manual*".

ARTICLE 13 - SENIORITY/LAYOFF

Section 13.1 Seniority

Beginning on the effective date of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous service as a career employee with the Employer. The following events shall not constitute a break in continuous service:

- A Approved paid or unpaid leaves of absence;
- B Military Leave;
- C A layoff of eighteen (18) months duration or less

Section 13.2 Break in Service

The following events constitute breaks in continuous service for which seniority is lost:

- A Discharge for just cause;
- B Retirement;
- C Layoff for more than eighteen (18) months;
- D Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury or disability, as determined by the Employer;
- E Failure to return to work at the expiration of a leave of absence;
- F Resignation;
- G Job abandonment, defined as absence without call or leave for two (2) or more consecutive workdays.

Section 13.3 Layoff/Job Abolishment

Whenever the Employer determines that a layoff or job abolishment for cause (including, but not limited to, a lack of funds, or material change of duties) is necessary, the Employer shall notify the affected employee(s) ten (10) days in advance of the effective date of the layoff or job abolishment

Section 13.4 Order of Layoff

The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority.

Section 13.5 Recall

When employees are laid off, the Employer shall create a recall list for each classification affected. The Employer shall recall employees from layoff within each classification according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

ARTICLE 13 - SENIORITY/LAYOFF

Section 13.6 Notice of Recall

Notice of recall from a layoff shall be sent to the employee by certified mail to the last mailing address provided by the employee. The recalled employee shall have seven (7) calendar days following the date of receipt of the notice to notify the Employer in writing of his intent to return to work and ten (10) calendar days following the notice to report to work.

Section 13.7 Bumping Rights

Any employee receiving notice of layoff shall have five (5) days following receipt to exercise the right to bump any less senior employee within the same classification. Any employee who is bumped from his position shall have five (5) days to exercise bumping rights in the same manner. Any employee who does not have sufficient seniority to bump another employee within the same classification, or who is the only employee in that classification, may bump into the next lower classification in the classification series. If such employee is in the lowest classification in the classification series, the employee shall be laid off and placed on the appropriate recall list. The Employer's classification series for layoff and bumping is:

- A Captain
- B Fire Fighter/Paramedic
- C Fire Fighter

ARTICLE 14 - SAFETY AND HEALTH

Section 14.1

The Employer recognizes its responsibility to provide safe working conditions, tools, and equipment for its employees. Each employee hereby accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 14.2

Employees are responsible for reporting unsafe conditions or practices to their immediate supervisor as soon as possible; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of same.

Section 14.3

It is a goal of the Employer to encourage the bargaining unit employees to maintain a state of physical fitness in preparation for the rigors of firefighting and EMS. To that end, a performance-based, PF (physical fitness) bonus will be made available to all bargaining unit employees. The conditions of the physical fitness bonus shall be as follows:

- A All employees seeking to receive a PF bonus must have a physical assessment performed at the Madison Township Fire Department by one of their Certified Fitness Coordinators.

- B The conditions being assessed will be:
 - 1 Body fat composition;
 - 2 Strength;
 - 3 Flexibility; and
 - 4 Endurance

- C Physical assessments will then be performed twice annually (June and November of each calendar year).
 - 1 An employee that regresses or who fails to maintain the same level of physical fitness as documented from their last assessment, shall not be eligible for a PF bonus.
 - 2 Any employee who has maintained the same level of physical fitness as documented from their last assessment, will receive a bonus of fifty dollars (\$50.00).
 - 3 Any employee who improves in at least 1 category of the assessment will receive a bonus of seventy-five dollars (\$75.00).

ARTICLE 14 - SAFETY AND HEALTH

D PF Bonuses will be paid out on the first full pay period in July, and the first full pay period in December.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1

This Article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this Article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article herein.

Section 15.2

The work period for bargaining unit employees shall consist of twenty-one (21) consecutive calendar days. Each employee's work schedule shall be determined by the Employer. Employees shall normally be scheduled to work twenty-four (24) hour shifts with each twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty. Employees may be scheduled additional time off duty (Kelly Days per current practice) in order to avoid overtime. Kelly Days are to be assigned by agreement of the Union and the Chief of Fire. Should an employee be hired to exclusively work other employee's Kelly Days, the Union and Chief of Fire shall meet and possibly re-assign the days specified as Kelly Days. Any employee who either volunteers to work Kelly Days, or who is hired to specifically work Kelly Days, shall be assigned to that shift until such time that another employee is hired to cover Kelly Days.

Under normal circumstances, no bargaining unit member can be mandated to work more than 60 (sixty) continuous hours. However an employee can elect to work up to 96 (ninety-six) continuous hours should they choose. For purposes of safety, no employee may work more than 96 (ninety-six) continuous hours. An employee must be off work a minimum of eight (8) hours before being allowed to work again after having already worked the maximum of 96 (ninety-six) hours. For purposes of this Article, there must be a complete break of eight (8) hours from work for a new 96 (ninety-six) hour "shift" to begin.

Section 15.3

When an employee is required to work in excess of one hundred fifty-nine (159) hours in a twenty one (21) day work period, the employee shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensation shall not be paid more than once for the same hours worked under any provision of the Article or Agreement. For purposes of determining an employee's eligibility for overtime pay, all hours actually worked by the employee shall be included.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.4

Whenever the Employer determines overtime work by bargaining unit employees is necessary, any and all such employees may be required to work overtime. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime work has been approved in advance by the Employer. An employee must have worked a minimum of eight (8) hours for that time to be considered an "extra shift" and affect their position on the "Overtime List".

Section 15.5

Whenever the Employer determines to offer overtime work to bargaining unit employees, the employer will attempt to equally distribute such work among available employees (the "Overtime List" per current practice). In the event a bargaining unit employee does not desire to work overtime offered by the Employer, the Employer may order any available and qualified employee to work. In the event the involved work requires special skills, employees possessing such skills may be assigned such overtime work.

When an employee is absent from duty without call, the employee who they were to relieve will be required to work over until the absent employee reports for duty. The Chief of Fire or his designee will wait for two (2) hours from the beginning of the shift for the absent employee to report for duty. If the employee has not reported for duty in those two (2) hours, the Chief of Fire or his designee will look to fill the remaining ten (10) hours of the first half of the shift. The employee who was held over will be given the first opportunity to work the next ten (10) hours regardless of the employee order on the "Overtime List". If this employee declines the opportunity, then regular rotation will be utilized on the List. If by 1159 hours, the absent employee has not contacted the Chief of Fire or his designee to advise that they will be reporting for duty at 1900 hours, they will seek to fill the second half of the twenty-four (24) hour shift. Once again, the employee who worked the last ten (10) hours of the first half of the shift will be afforded the opportunity at working the remainder of the shift. If this employee declines the opportunity, then regular rotation will be utilized on the List.

Under normal circumstances, the normal avenue for filling an open shift starts with the career employee designated to cover open shifts as the first "option". In the case where he is unavailable, part-time employees will cover the shift. This will be done in most cases, in twelve (12) hour minimum shifts. In the case where no part-time employees are available, the shift coverage will be left to bargaining unit employees using the standard "Overtime List". However, bargaining unit employees will be considered the first "option" when covering open shifts caused by other bargaining unit employees utilizing sick leave or compensatory time.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.6

Anytime an employee is called to work outside the employee's normal work shift, thus necessitating additional travel to and from work, the employee shall be guaranteed a minimum of two (2) hours work at the appropriate hourly rate of pay. This minimum guarantee shall not be applicable to hours of work which begin within thirty (30) minutes after the end of a work shift or which abut the beginning or end of a work shift. Additionally, anytime a bargaining unit employee is required to relieve a part-time employee from duty early when it abuts the beginning of the bargaining unit employee's regular shift (i.e. if a bargaining unit employee must report for duty at 0600 rather than 0700), that bargaining unit employee will be compensated at one and one-half (1½) times his regular rate of pay. Likewise, if a bargaining unit employee must remain on duty after their tour is regularly scheduled to end because they are awaiting the arrival of a part-time employee to work a scheduled tour, they will be compensated at one and one-half (1½) times his regular rate of pay. However, in these instances, the bargaining unit employee will not be guaranteed a minimum of two (2) hours work.

Section 15.7

In lieu of overtime pay as provided herein, the Employer may grant an employee compensatory time. Compensatory time shall be granted at the rate of one and one-half (1½) hours off for each overtime hour worked. The maximum amount of compensatory time an employee may accrue and carry forward is one hundred-eight (108) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate. Compensatory time will normally be utilized in twelve (12) hour increments. Additionally, compensatory time of varying amounts may be utilized in conjunction with vacation time to achieve a twelve (12) hour period when an employee has less than twelve (12) hours of vacation accumulated. All compensatory time not used by December 31 of each calendar year shall be paid.

Section 15.8

Employees shall have the right to temporarily exchange time when the exchange does not interfere with the operations of the Employer, subject to advance written notice to and approval by the Chief of Fire or his designee. The exchange of time shall not result in the payment of overtime to the parties involved. In the event an exchange is approved, it shall remain the obligation of the replacement scheduled employee to ensure that he reports to work on the exchanged shift. The Employer shall have no obligation or responsibility to ensure the repayment of exchanged time.

ARTICLE 16 - UNIFORMS

Section 16.1

The Chief of Fire shall determine the uniform to be worn by employees. The Employer shall furnish the uniform described in the document "Exhibit A" to all bargaining unit employees. The Employer shall issue replacement clothing for items damaged or destroyed during non-negligent use in the course of employment. The employee must submit the damaged or destroyed item for inspection prior to issuance of a replacement. Items approved for replacement shall be provided or approved for purchase pursuant to the Employer's policy within thirty (30) days of submission. Replaced items shall remain in the custody of the Chief of Fire or his designee for disposition as he may see fit.

Section 16.2

Employees shall use all issued uniforms and other items only while performing services for the Employer. Employees must return all uniform and other items to the Chief of Fire or his designee upon termination of employment.

Section 16.3

The Employer will not be required to purchase the "DRESS UNIFORM (CLASS "A" UNIFORM)" as outlined in "Exhibit A" of this Agreement, until after an employee has successfully completed his probationary period.

ARTICLE 17 - PAID LEAVES OF ABSENCE

Section 17.1 Sick Leave

- A Employees shall earn sick time at a rate on 0.137 hours for every hour actually worked, not to exceed three hundred sixty (360) hours accumulation per year, nor two thousand one hundred sixty (2160) hours accumulation overall.

- B Sick leave shall be granted to an employee, upon approval by the Chief of Fire or his designee, for the following reasons:
 - 1 Illness, injury, or pregnancy-related conditions of the employee
 - 2 Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees
 - 3 Illness, injury, or pregnancy-related conditions of a member of the employee's immediate family, which requires the employee's attendance and personal care. "Immediate family" for this purpose means the employee's spouse, children, or other person related to the employee by blood or marriage that lives in the employee's household. Documentation justifying the employee's attendance and personal care must be provided with the request for leave.

- C All employees requesting sick leave for a scheduled medical appointment shall notify the Chief of Fire or his designee as soon as possible. An employee requesting sick leave for other than a scheduled appointment must notify the Chief of Fire or designee of the absence and reason therefore at least one (1) hour before the employee's scheduled starting time. Employees must follow this one (1) hour notification requirement each day the employee will be absent, unless instructed otherwise by the Chief of Fire.

- D Upon return to work from sick leave, an employee must immediately notify their immediate supervisor and complete a leave request on a form provided by the Employer.

ARTICLE 17 - PAID LEAVES OF ABSENCE

- E Employees absent on approved sick leave shall be paid their applicable straight-time hourly rate. Medical appointments scheduled with at least one (1) workday advance notice to the Chief of Fire or his designee may be charged at the actual time off work, with the minimum increment charged being one (1) hour. Sick leave taken without such advance notice shall be charged as follows:
- 1 Employees calling off before the start of a shift shall be charged off sick for the entire workday
 - 2 Employees who leave work with notice shall be charged off sick the remainder of the workday
- F Unauthorized request for Sick Leave Corrective action shall be taken hereunder for all unauthorized requests for sick leave.
- 1 Definition: "Unauthorized request for" sick leave means:
 - a Failure to timely notify the Chief of Fire or his designee of absence;
 - b Failure to properly and timely request leave;
 - c Failure to provide a medical practitioner's statement when required;
 - d Fraudulent verification or request;
 - e Use for other than allowed purpose;
 - f Pattern abuse, or consistent periods of usage (for example, before and/or after holidays weekends, days off, paydays or overtime worked);
 - g Maintaining a zero or near zero balance
 - 2 Corrective action
 - a When an unauthorized request for sick leave is substantiated by the Chief of Fire, the request for sick leave shall be denied and corrective disciplinary action shall be implemented under the Employer's disciplinary policy. In addition, the Chief may thereafter require a medical practitioner's statement for all sick leave use for the next twelve (12) months.

ARTICLE 17 - PAID LEAVES OF ABSENCE

G Medical Practitioner's Statement. Employees shall be required to provide a written statement from a physician who has examined the employee or immediate family members when:

- 1 The employee or family member obtains medical treatment while the employee is on sick leave;
- 2 The illness or injury of the employee or family member extends for three (3) or more consecutive workdays; and
- 3 An unauthorized request for sick leave is substantiated as described herein.

Employees required to provide a medical practitioner's statement must provide the statement along with a leave request within three (3) calendar days of returning to work.

H Medical Examination. The employer may require an employee to take an examination, conducted by a licensed physician chosen by the Employer. Such physician shall determine the employee's physical capability to perform the essential duties of the employee's position. If the employee objects to the physician chosen by the Employer, the employee may suggest another. If the parties cannot agree, the two physicians suggested shall pick a third, who shall conduct the examination. The cost of the examination shall be paid by the Employer.

I Attendance Bonus. An employee who uses no sick leave during the period from January 1 to June 30 (beginning with January 1, 2010) shall receive an additional thirty-two (32) hours of vacation for that calendar year. Additionally, an employee who uses no sick time during the period from July 1 to December 31 (beginning July 1, 2010) shall receive an additional thirty-two (32) hours of vacation to be scheduled and used the following calendar year.

- 1 If an employee uses sick leave due to an injury sustained while on duty, the employee will still be eligible to receive his/her Sick Time Bonus, providing the following criteria are met:
 - a The employee follows all stipulations outlined within the "MIFFLIN TOWNSHIP, RICHLAND COUNTY, OHIO EMPLOYEE POLICY AND PROCEDURE MANUAL", Sections 5.01, 5.07 and 5.09.

ARTICLE 17 - PAID LEAVES OF ABSENCE

- b If applicable, the employee needs to enter into the Transitional Workforce Program.
- 2 Once an employee is deemed "fit for duty" and returns to his/her regular work schedule, any future appointments, rehabilitations, therapies and/or procedures directly related to the original injury will not be considered a continuation of the original sick leave, thus the employee may forfeit a Sick Time Bonus.

Section 17.2 Vacation.

- A All employees covered by this agreement shall earn vacation for each non-overtime hour for which the employee receives pay from the Employer according to the schedule found on the document labeled, "TABLE I".
- B All vacations earned by an employee in each full anniversary year of service shall be available for the employee's use in the next following calendar year. All vacation earned by a new employee from their date of hire to December 31 of their first year of employment shall be available for the employee's use in the next calendar year beginning on the completion of the employee's first year of service. Any vacation not used in such calendar year shall be forfeited, except for vacation the employee requested to use but was denied due to operational reasons, which amount may be carried over to the next calendar year.
- C Vacations shall be taken in minimum increments of twelve (12) hours, except that vacation balances of less than twelve (12) hours may be combined with available compensatory time in a minimum combined increment of twelve (12) hours.
- D The Employer shall distribute a vacation calendar to employees on November 1 of each year. Employees may request on or before December 15 the dates for the next calendar year on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of seniority. Requests submitted after December 15 shall be honored solely on the basis of order of request. Once preliminary permission has been granted to an employee for Vacation Time requested, said employee shall be granted the requested time regardless of whether or not an employee of higher seniority is placed on the same schedule.

Any scheduled vacation dates may be changed by employees on a form provided by the Employer (Leave of Absence Form), should the need arise. Such non-scheduled vacation must be requested by employees in writing on a form provided by the

ARTICLE 17 - PAID LEAVES OF ABSENCE

Employer (Leave of Absence Form), *no less than two (2) weeks prior to the desired dates off of work*, except in emergency situations as approved in advance by the Chief of Fire or designee on a case by case basis. The granting of all vacation is subject to operational demands.

Regardless of operational demand, all vacation not used by December 31st of each calendar year shall be paid.

Any and all requests submitted shall be in writing on the form provided by the Employer (Leave of Absence Form). Additionally, any and all requests submitted shall be placed in one (1) central location. The Chief of Fire or designee shall select this location.

Section 17.3 Bereavement Leave

- A Bargaining unit employees shall be granted two (2) twenty-four (24) hour shifts to attend the funeral or to matters directly related to the funeral of the employee's spouse, parent, parent-in-law, step-parent, child, step-child, grand-parent, grandchild, step-grandchild, brother, sister, person with whom the employee stands in loco parentis, other relatives living in the same household as the employee at the time of the relative's death, and/or a person with whom the employee maintains a spousal relationship.
- B Bargaining unit employees shall be granted one (1) twenty-four (24) hour shift to attend the funeral or to matters directly related to the funeral of the employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and/or grandparent-in-law.
- C Proof of death, relationship, and funeral attendance may be requested.
- D Employees notified of the death of a member of the employee's immediate family while on duty may, at the employee's request, be released from duty for the remainder of the employee's shift, with such time being charged to the employee's sick leave balance.

ARTICLE 17 - PAID LEAVES OF ABSENCE

Section 17.4 Civil Leave.

- A Full-time bargaining unit employees shall be entitled to leave with pay during regular working hours when subpoenaed for a court appearance or jury duty by the United States, the State of Ohio, or any political subdivision, unless such court appearance is in connection with the employee's personal business. An employee in need of paid civil leave shall notify the Chief of Fire in advance by completing a request for leave on a form provided by the Employer. Employees shall pay all funds received from the court to the Township Clerk. Employees released from civil duty prior to the end of the scheduled workday shall return to work for the remainder of their shift.

Section 17.5 Military Leave.

- A An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to paid leave for such time as he is in such military services on field training or active duty for up to a total of one (1) month in any calendar year.

Section 17.6 Injury Leave.

- A An employee who suffers an injury received in the course of and arising out of his employment or who contracts an occupational disease in the course of his employment, and is determined to be temporarily totally disabled by the Bureau of Worker's Compensation (BWC) as a result of such injury or occupational disease, shall be entitled to injury leave. Injury leave shall extend for the period of time, as certified by a licensed physician, that the employee is unable to work as a result of the injury, not to exceed one thousand two hundred fifty (1250) hours.
- B An employee eligible for injury leave hereunder shall file a claim with the BWC, including as assignment of benefits form authorizing benefits to be submitted directly to the Employer, as soon as possible after the injury. The employee shall remit to the Employer all income benefits paid by the BWC for the period during which the employee received full pay from the Employer while on injury leave. Upon receipt of reimbursement from the BWC, the Employer shall re-credit the employee's sick leave balance the percentage of time provided from the BWC. In the event the claim is denied by the BWC, the employee shall revert to sick leave status, and shall have their sick leave and any other paid leave reduced for all injury leave paid. In the event the employee does not have sufficient sick leave or

ARTICLE 17 - PAID LEAVES OF ABSENCE

other leave to reimburse the Employer for injury leave benefits received for a rejected claim, the employee shall make full restitution to the Employer as soon as possible through a mutually agreeable arrangement.

- C The one thousand two hundred fifty (1250) limitation imposed on injury leave shall be considered as a limitation on injury leave granted as a result of each service-connected injury rather than a limitation to be granted in any one calendar year or other time period.

ARTICLE 18 - HOLIDAYS

Section 18.1

The days to be designated as holidays are represented on the document labeled, "TABLE II". Each holiday shall begin at 12:00 a.m. and end at 11:59 p.m. on the designated day.

Section 18.2

All bargaining unit employees shall be paid one and one-half (1½) times their straight time hourly rate of pay for all hours worked on the holiday. An employee must be in active pay status on the workday before and the workday after the holiday to receive holiday pay.

ARTICLE 19 - WAGES

Section 19.1

The hourly rates of pay for the term of this collective bargaining agreement can be found on the attachment labeled "TABLE III". Said rates of pay shall begin at 0001 hours on the Saturday of the first full pay period after January 1, 2016, and shall be administered at 12:00 a.m. on the Saturday of the first full pay period after January 1st of each successive year of the agreement.

Section 19.2

New employees shall be assigned to the probationary rate of pay for their classification and shall advance to the Step 1 rate of pay for their classification at the beginning of the first full pay period following the completion of probation. Employees shall advance to Step 2 at the completion of three (3) years of service, Step 3 at the completion of five (5) years of service, Step 4 at the completion of ten (10) years of service, Step 5 at the completion of fifteen (15) years of service, and Step 6 at the completion of twenty (20) years of service.

ARTICLE 20 - INSURANCE

Section 20.1

The Employer agrees to make group health/drug/life insurance available to all bargaining unit employees for the term of this Agreement. The method of providing these benefits shall be determined by the Employer.

Section 20.2

Employees shall pay a portion of the monthly premium. Said portions will be paid as located on the document labeled, "TABLE IV", and said portions shall be paid per twenty-eight (28) day work period.

Section 20.3

The Employer agrees to maintain the amount of term life insurance currently in place for each bargaining unit employee for the term of the Agreement.

Section 20.4

Employees may choose not to be enrolled in the health/drug insurance policy provided by the Employer. Those employees opting not to be enrolled may receive a cash sum of two thousand four hundred dollars (\$2,800.00) annually in the stead of the policy. However, at no point in time may more than fifty percent (50%) of the members of the Collective Bargaining Unit "opt out" of the health/drug insurance policy offered by the Employer. In the instance wherein fifty percent (50%) of said membership comes to a "half employee", the lower full employee increment shall be used (i.e., half of nine [9] members equals four and a half [4½], so four [4] employees could "opt out").

ARTICLE 21 - NO STRIKE OR LOCKOUT

Section 21.1

The services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. And, inasmuch as this Agreement provides machinery for the orderly resolution of grievances, there shall be no strike, stoppage of work, walkout, or other type of interference with or cessation of work by the employees covered by this Agreement. No such action shall be authorized by the Union, its officers, its agents, its representatives, its members, or persons covered by this Agreement.

Section 21.2

In the event that any employee in the bargaining unit is engaged in any violation of the preceding paragraph, the Union, upon notification by the Employer, immediately shall order such employee or employees to resume normal work. If the Union carries out these obligations in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

Section 21.3

The Employer, its officers, its agents, and its representatives, individually or collectively, shall not authorize, instigate, cause, aid, or condone a lockout of employees in the bargaining unit.

ARTICLE 22 - WAIVER IN CASE OF EMERGENCY

Section 22.1

In case of emergency declared by the President of the United States, Federal Emergency Management Agency, the Federal Director of Homeland Security, the Governor of the State of Ohio, Board of Richland County Commissioners, the federal or state legislature, the Ohio Emergency Management Agency, the Richland County Director of Homeland Security, the Board of Mifflin Township Trustees, or the Chief of Fire of Mifflin Township or his designee, limited to acts of nature, technological emergency, or civil disorder, the following conditions of this Agreement may be automatically suspended at the discretion of the Employer:

- A Time limits for the processing of grievances;

- B Any and all agreements, work rules, and/or practices relating to the assignment of employees, except that it is agreed that there shall be no loss of premium pay earned as set forth in this Agreement, unless otherwise mutually agreed between the parties.

Section 22.2

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

ARTICLE 23 - SCOPE AND DURATION OF AGREEMENT

Section 23.1 Construction

This agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work, and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited to this Agreement. It is acknowledged and agreed that during negotiations, which resulted in this Agreement, the Union had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Union agrees that during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either § 4117.08 (C) of the Ohio Revised Code or Article 4 of this Agreement.

Section 23.2 References.

- A Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees, unless a contrary intention is clearly indicated.

- B Days. As used in this Agreement, calendar days shall be defined as including all days, but excluding the day the grievance is filed, appealed, or answered. Deadlines shall not fall on Saturdays, Sundays, or holidays recognized by this Agreement, but shall be moved forward to the next calendar day.

Section 23.3 Savings Clause.

Should any part of this Agreement be invalidated by operation of law existing now or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good-faith negotiations.

Section 23.4 Duration of Agreement

This Agreement shall be effective upon signing and remain in full force and effect until 11:59 p.m., December 31, 2018. Either party desiring to modify this Agreement shall give notice of such desire to the other at least sixty (60) days, but not more than one hundred twenty (120)

ARTICLE 23 - SCOPE AND DURATION OF AGREEMENT

days, prior to the expiration date of this Agreement or any extension thereof. Upon receipt of such notice, a conference shall be held within thirty (30) days for the purpose of commencing negotiations concerning such modification.

EXHIBIT A

DUTY UNIFORM (CLASS "D" UNIFORM)

- A TEE-SHIRT
 - 1 "Jerzee" brand or equivalent
 - a Crew neck shirt
 - b Polyester /cotton blend (50/50)
 - c Short sleeved
 - d Pocket on left breast
 - 2 Navy blue in color
 - 3 Department logo silk-screened or heat-transferred on left breast pocket
 - a Silk-screen or heat transfer to be white in color
 - 4 The words, "MIFFLIN FIRE" silk-screened or heat-transferred on the back of the tee-shirt
 - a The word "MIFFLIN" shall be 5" tall
 - b The word "FIRE" shall be 3" tall
 - c Silk-screen or heat-transfer to be white in color

- B SWEATSHIRT
 - 1 "Job" brand or equivalent
 - a "V" neck sweatshirt with zippered closure
 - b Polyester /cotton blend (50/50)
 - c Long sleeved
 - 2 Navy blue in color
 - 3 Department logo embroidered on right breast
 - 4 "MIFFLIN FIRE" will be embroidered on the back of the sweatshirt with white thread, block letters, and letters to be 4-3/8" tall.

- C TROUSERS
 - 1 "Elbeco" brand or equivalent
 - a Standard work pant style
 - b Polyester /cotton blend (65/35)
 - c Four pockets (2 front - 2 back)
 - d Zippered fly
 - e "Nanotex Tek Twill Trouser" style or equivalent
 - 2 Navy blue in color

- D BOOTS
 - 1 "Bates" brand model 02160 or equivalent
 - 2 Leather
 - 3 Zippered closure

- E BELT
 - 1 Black
 - 2 Leather
 - 3 Two inch width
 - 4 Plain
 - 5 Buckles depicting the fire service or EMS are acceptable

- F WINTER HAT
 - 1 Knit cap
 - 2 Navy blue or neon lime-green in color
 - 3 Rank and name embroidered center front
 - a White lettering for blue cap, blue or black lettering for green cap

EXHIBIT A

G DUTY HAT

- 1 Baseball cap style
- 2 Navy blue in color
- 3 Backing may be solid or mesh
- 4 The front of the cap will have the departmental logo commensurate with the employee's rank, or, the words "MIFFLIN FIRE" in block letters
- 5 The employee's name and/or unit number may be embroidered on the back of the cap

H COAT

- 1 "OccuNomix" brand or equivalent
 - a Waist length
 - b "Occulux" - nylon (100%) with removable collar, lining, and sleeves
 - c Zippered closure
- 2 Neon lime-green in color
- 3 Reflective striping in silver/grey

EXHIBIT A

DRESS UNIFORM (CLASS "A" UNIFORM)

- A DRESS JACKET
 - 1 "Fechhimer" brand or equivalent
 - a Polyester /wool blend (45/55)
 - b Double breasted
 - c Badge "tab"
 - d Silver buttons for firefighters, gold buttons for officers
 - 2 Midnight or navy blue in color
 - 3 Yellow striping along jacket cuffs, commensurate with employee's rank

- B BLOUSE
 - 1 "Clifton" brand or equivalent
 - a Polyester /cotton blend (65/35)
 - b Collared
 - c Zippered closure
 - d Badge tab
 - e Silver buttons for firefighters, gold buttons for officers
 - f Epaulets
 - 2 White in color

- C TROUSERS
 - 1 "Fechhimer" brand or equivalent
 - a Polyester /cotton blend (65/35)
 - 2 Midnight blue in color

- D SHOES
 - 1 "Bates" brand or equivalent
 - 2 "Clarino" style
 - 3 Ankle high
 - 4 Laceable

- E HAT
 - 1 "Hawk & Brother" brand or equivalent cap with vents
 - a Eight (8) point removable top, midnight blue in color
 - b "Surge" material
 - c Plain, black, clarino style brim
 - 2 Circular hat badge featuring scramble (silver for firefighter) or bugles commensurate with rank (gold for officer)
 - 3 Metallic "snake" band (silver for firefighter or gold for officer)

- F TIE
 - 1 Black in color
 - 2 Clip-on style
 - a Ladies = 14"
 - b Men = 18" - 20"
 - 3 (OPTION) if an employee wears a tie clip, tie tack, or tie bar, it must be fire related only, and color commensurate with employee's rank (silver for firefighter or gold for officer)

EXHIBIT B

AUTHORIZATION FOR PAYROLL DEDUCTION

Name: _____

Department: _____

Classification: _____

Shift: _____

To the Mifflin Township Clerk:

I hereby authorize Mifflin Township, Ohio to deduct the sum authorized by the Union from my wages each pay for the purposes of dues to the IAFF Local 3965, effective:

_____ , _____

It is my understanding that this authorization can only be revoked by submission in writing to the Township and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the contract.

I also hereby authorize the Employer to accept and honor the written requests of the IAFF Local 3965 signed by the Union President and the Secretary/Treasurer, to increase or decrease the amount of dues withheld from my wages.

It is understood by all parties involved that this form also encompasses "Fair Share" contributions.

Date

Employee (print)

Witness (print)

Employee (signature)

Witness (signature)

TABLE I

YEARS OF SERVICE	VACATION HOURS
Less than 1 Year of service	0.00
1 Year or more but still less than 3 Years	76.00
3 Years or more but still less than 5 Years	148.00
5 Years or more but still less than 10 Years	192.00
10 Years or more but still less than 15 Years	240.00
15 Years or more but still less than 20 Years	276.00
20 Years of service or more	300.00

TABLE II

2016	2017	2018
New Year's Day <i>(January 1st)</i>	New Year's Day <i>(January 1st)</i>	New Year's Day <i>(January 1st)</i>
Martin Luther King Day <i>(3rd Monday in January)</i>	Martin Luther King Day <i>(3rd Monday in January)</i>	Martin Luther King Day <i>(3rd Monday in January)</i>
President's Day <i>(3rd Monday in February)</i>	President's Day <i>(3rd Monday in February)</i>	President's Day <i>(3rd Monday in February)</i>
Memorial Day <i>(On day observed)</i>	Memorial Day <i>(On day observed)</i>	Memorial Day <i>(On day observed)</i>
Independence Day <i>(July 4th)</i>	Independence Day <i>(July 4th)</i>	Independence Day <i>(July 4th)</i>
Labor Day <i>(1st Monday in September)</i>	Labor Day <i>(1st Monday in September)</i>	Labor Day <i>(1st Monday in September)</i>
Columbus Day <i>(2nd Monday in October)</i>	Columbus Day <i>(2nd Monday in October)</i>	Columbus Day <i>(2nd Monday in October)</i>
Veteran's Day <i>(November 11th*)</i>	Veteran's Day <i>(November 11th*)</i>	Veteran's Day <i>(November 11th*)</i>
Thanksgiving Day <i>(4th Thursday in November)</i>	Thanksgiving Day <i>(4th Thursday in November)</i>	Thanksgiving Day <i>(4th Thursday in November)</i>
Christmas Day <i>(December 25th)</i>	Christmas Day <i>(December 25th)</i>	Christmas Day <i>(December 25th)</i>

TABLE III

HOURLY		2016					
	Prob.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter		\$ 15.29	\$ 15.41	\$ 15.52	\$ 15.57	\$ 15.65	\$ 15.70
Firefighter/Medic	\$ 14.50	\$ 15.69	\$ 15.85	\$ 15.93	\$ 16.00	\$ 16.07	\$ 16.13
Captain	\$ 16.37	\$ 16.61	\$ 16.75	\$ 16.86	\$ 16.91	\$ 16.99	\$ 17.04

ANNUAL		2016					
	Prob.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter		\$ 38,523.11	\$ 38,842.15	\$ 39,108.01	\$ 39,240.94	\$ 39,427.04	\$ 39,559.97
Firefighter/Medic	\$ 36,529.16	\$ 39,533.38	\$ 39,932.17	\$ 40,144.86	\$ 40,330.96	\$ 40,490.48	\$ 40,649.99
Captain	\$ 41,261.47	\$ 41,846.36	\$ 42,218.57	\$ 42,484.43	\$ 42,617.36	\$ 42,803.46	\$ 42,936.39

HOURLY		2017					
	Prob.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter		\$ 15.44	\$ 15.57	\$ 15.67	\$ 15.73	\$ 15.80	\$ 15.86
Firefighter/Medic	\$ 14.64	\$ 15.84	\$ 16.00	\$ 16.09	\$ 16.16	\$ 16.23	\$ 16.29
Captain	\$ 16.54	\$ 16.77	\$ 16.92	\$ 17.03	\$ 17.08	\$ 17.16	\$ 17.21

ANNUAL		2017					
	Prob.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter		\$ 38,908.35	\$ 39,230.57	\$ 39,499.09	\$ 39,633.35	\$ 39,821.31	\$ 39,955.57
Firefighter/Medic	\$ 36,894.46	\$ 39,928.72	\$ 40,331.49	\$ 40,546.31	\$ 40,734.27	\$ 40,895.38	\$ 41,056.49
Captain	\$ 41,674.09	\$ 42,264.83	\$ 42,640.75	\$ 42,909.27	\$ 43,043.53	\$ 43,231.49	\$ 43,365.75

HOURLY		2018					
	Prob.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter		\$ 15.59	\$ 15.72	\$ 15.83	\$ 15.88	\$ 15.96	\$ 16.01
Firefighter/Medic	\$ 14.79	\$ 16.00	\$ 16.16	\$ 16.25	\$ 16.33	\$ 16.39	\$ 16.46
Captain	\$ 16.70	\$ 16.94	\$ 17.09	\$ 17.20	\$ 17.25	\$ 17.33	\$ 17.38

ANNUAL		2018					
	Prob.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter		\$ 39,297.43	\$ 39,622.87	\$ 39,894.08	\$ 40,029.68	\$ 40,219.52	\$ 40,355.12
Firefighter/Medic	\$ 37,263.40	\$ 40,328.00	\$ 40,734.81	\$ 40,951.77	\$ 41,141.61	\$ 41,304.34	\$ 41,467.06
Captain	\$ 42,090.83	\$ 42,687.48	\$ 43,067.16	\$ 43,338.37	\$ 43,473.97	\$ 43,663.81	\$ 43,799.41

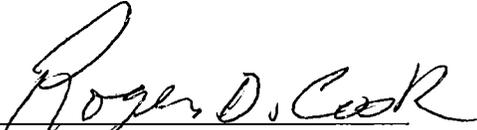
TABLE IV

Insurance Type	Employee Monthly Premium 2016	Employee Monthly Premium 2017	Employee Monthly Premium 2018
Single	\$ 45.00	\$ 45.00	\$ 50.00
Family	\$ 55.00	\$ 55.00	\$ 60.00

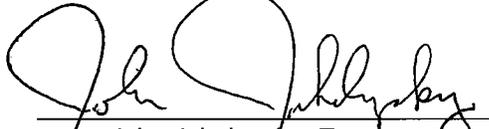
IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of October, 2015.

For the Township:

For the Union:

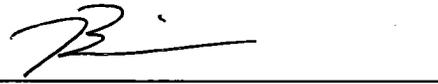

Roger Cook, Trustee


Matthew Elgart, Union Officer


John Jaholnycky, Trustee


David Markel, Union Officer


Russell Reed, Trustee


Brent Krichbaum, Union Member

Approved As To Form:


Richland County Prosecutor