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**Agreement
Between**

**ORANGE TOWNSHIP
BOARD OF TRUSTEES
&
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL-3816**

EFFECTIVE 01/01/2016 THROUGH 12/31/2018

04/01/2016

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Article 1
Preamble

Section 1.1 This agreement is between Orange Township, Ohio hereinafter referred to as the “Employer”, and The Orange Township Professional Firefighters, IAFF Local-3816 hereinafter referred to as the “Union”; a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

Article 2 Recognition

Section 2.1 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative.

Section 2.2 The bargaining unit shall consist of at a minimum all employees under the following classifications employed by Orange Township, Delaware County, Ohio:

Thirty-four (34) full-time firefighters (24/48 – 52 hours)

Six (6) Lieutenants (24/48 – 52 hours)

One (1) Lieutenant of Fire Prevention (40 hours)

One (1) Fire Inspector (40 hours)

Due to economic issues outside the control of the Township, it is the desire of the Orange Township Board of Trustees to allow full-time bargaining unit staffing to drop to forty-two (42) through attrition. Any drop below forty-two (42) will be filled to maintain that level.

Formal fire inspections, plan review and primary fire safety education shall remain the responsibility of fire prevention.

Classifications excluded from the bargaining unit include:

Fire Chief

Administrative Assistant

Section 2.3 In the event a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be settled by the State Employment Relations Board.

Section 2.4 Reference throughout this agreement to “employees”, “members” or “bargaining unit members” shall mean those employees within the bargaining unit.

Article 3 Agreement

Section 3.1 The express provisions of the Agreement may not be changed unless all the parties agree to mutually re-open the agreement before the expiration date. An agreement to re-open does not necessarily guarantee a change in the express provisions of this Agreement. A change in the Agreement will be implemented by an addendum to the Agreement signed by the duly authorized representative of the parties.

Section 3.2 This Agreement is subject to applicable federal and state laws. Mutual determination by the parties or a determination by a Court of competent jurisdiction that a provision of this Agreement is invalid shall not invalidate the whole Agreement, but only the part deemed invalid. The terms and provisions of this Agreement shall supersede any resolutions, which may be enacted during the life of the Agreement. Prior resolutions shall continue in full force and effect unless expressly contradicted by the provisions of this Agreement.

Section 3.3 The Township will provide the Union with fifteen calendar days advance notice, except in an emergency, or crisis situation, of any substantive changes in work rules, rules of conduct, compensation, or benefits.

Article 4
Probationary Period

Section 4.1 All newly hired employees, including all fire inspectors, will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance procedure contained herein. During such period, the probationary employee shall earn seventy percent (70%) of the hourly rate they will receive upon successful completion of the probationary period.

Section 4.2 All newly promoted employees, including any employees promoted to the Lieutenant of Fire Prevention, will be required to serve a promotional probationary period of one hundred eighty (180) days. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position. Any such demotion may be appealable through the grievance procedure contained herein. During such period, the promoted employee shall earn ninety-five percent (95%) of the hourly rate they will receive upon successful completion of the probationary period.

Article 5
Dues Deduction

Section 5.1 Upon presentation of a written deduction authorization, the Employer shall cause the deduction of the monthly dues, initiation fees and assessments of Union members covered by this agreement. The Union may also supply the Employer with a list of non-members who are covered by this agreement whom shall pay maintenance of membership dues as set by the Union. The maintenance of membership dues shall not exceed the monthly dues, initiation fees and assessments of Union members. The Union shall maintain a lawful rebate procedure.

Section 5.2 The Union agrees that it shall indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by the Employer relative to the Employer's agreements under this article.

Section 5.3 The Employer shall be relieved from making such individual dues deductions upon an employee's:

- A. Termination of employment.
- B. Transfer to a job other than one covered by the bargaining unit.
- C. Layoff from work.
- D. Written revocation of the check-off authorization by an employee not earlier than sixty (60) days no later than thirty (30) days prior to the expiration of the Agreement.

Article 6
Authorization For Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION

NAME _____ RANK _____

DEPARTMENT _____ FIRE _____

I hereby authorize the Employer (Orange Township) to deduct the sum of \$ _____ from my wages each pay period for dues in IAFF Local 3816, effective _____.

(Date)

It is my understanding that this authorization can only be revoked by submission in writing to the Employer and the Union, no earlier than sixty (60) days no later than thirty (30) days prior to the expiration of the agreement.

I also hereby authorize the Employer (Orange Township) to accept and honor the written request of IAFF Local 3816 signed by the Union President and Treasurer, to increase or decrease the amount of dues withheld from my wages after said increases have been voted on and approved in a regularly scheduled union meeting.

EMPLOYEE _____ WITNESS _____

DATE _____ DATE _____

Article 7 Discipline

Section 7.1 Prior to any supervisor conducting a meeting where there is a reasonable expectation of discipline, the employee has the right to request that a Union Steward be present. The Union agrees that a Union Steward will be readily available for such meetings. Any papers, recordings, witness statements, affidavits and/or other documents used in the investigation of the employee(s) shall be provided to the employee(s) at least seventy-two (72) hours prior to the commencement of the pre-disciplinary hearing.

This Section shall not be construed to prevent the Employer from holding an investigative meeting with employee(s) to determine if a formal disciplinary meeting is necessary.

Section 7.2 Normally the employer will complete investigations within sixty (60) days of first being made aware of the issue giving rise to the investigation, excluding criminal offenses, the need for public records requests being made of outside agencies and other extenuating circumstances which will cause an investigation to be extended. The investigation phase does not include any pre-disciplinary hearings and meetings that will take place as a result of the investigation.

Section 7.3 Any non-probationary employee who is suspended or discharged, shall be given a written notice of such disciplinary action, stating the reason(s) for the suspension or discharge within forty-eight (48) hours from the date of such action. Any non-probationary employee shall have the right to have a steward present when notified of a suspension or discharge.

Section 7.4 The Employer retains the right to discharge, suspend and discipline any non-probationary employee(s) for just cause. For lesser forms of misconduct, discipline will normally be applied in a progressive manner. Progressive 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 7.5 Employees will have access to their official employee files during regular business hours. There will be no other files kept for information relating to an employee's work performance, health, or other related issues, professional or personal. Any written reprimand, except those related to discriminatory harassment, suspensions, termination and violations of law, will not be considered after eighteen (18) months from the original date of the infraction, providing that there have been no further disciplinary infractions of a similar nature, unless there is a repeated pattern of varied disciplinary infractions.

Section 7.6 Notwithstanding any other provisions of this Agreement all matters relating to disciplinary actions against non-probationary employee shall be subject solely to the Grievance and Arbitration Procedures herein contained.

Article 7
Discipline
(Continued)

Section 7.7 Depending upon the seriousness of the conduct, the ranges of disciplinary actions which may be imposed, include, verbal counseling, a verbal reprimand with written summary, written reprimand, suspension or suspension with recommendation for dismissal. The following procedures apply with respect to each of these actions

- A. Verbal counseling – Anytime an infraction or violation comes to an Officer’s attention it is his or her duty to discuss this matter with the employee(s) involved.
- B. Verbal reprimand with written summary – The Officer shall file a brief written summary of the offense for which the employee was reprimanded. The employee will be requested to sign the written summary, which will then be forwarded through the Chain of Command to the Fire Chief. The employee is entitled to a copy of the summary.
- C. Written reprimand – The investigating Officer shall prepare a complete written account of the facts surrounding the incident, including dates, times, and names of any witnesses. The employee will be requested to sign the written account. The reprimand shall be forwarded through the Chain of Command to the Fire Chief. If the Fire Chief approves, the document will be placed in the employee’s personnel file, along with any other approved disciplinary action.
- D. Suspension up to 30 calendar days – The suspension will take effect immediately, but will not be final until and unless approved by the Fire Chief. In the absence of the Fire Chief, the Township Administrator may approve the suspension of an employee of the Department for up to three (3) calendar days. The employee is entitled to a copy of the Suspension Notice and will be required to sign such papers.
- E. Suspension with recommendation for dismissal – With this action the employee is suspended pending a hearing by the Fire Chief. A written report must be filed by the Chief outlining the offense with a copy to the employee. The Fire Chief will decide whether to recommend the dismissal of the employee to the Orange Township Board of Trustees. The Board will make the final decision. The Trustees may also in their sole discretion initiate dismissal. In the event the Board initiates the dismissal the process will go directly to the Board.

Article 8
Labor Management Committee

Section 8.1 In the interest of sound labor management relations, a committee of the Orange Township Trustee, Fire Department Chief and/or the Chief's designee and Township Administrator, not to exceed four (4) representatives, shall meet with designated representatives of the Union, not to exceed four (4) representatives, to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer. It is agreed that labor/management meetings shall be held not less than once every six (6) months. Unless waived. Either party may request additional meetings. It is agreed that either party shall hold labor/management meetings upon request, on a mutually agreeable day and time.

Section 8.2 An agenda will be furnished at least three (3) workdays in advance of the meetings, with a list of the matters to be taken up.

Section 8.3 The purpose of such meeting(s) shall be to discuss matters relating to the conditions of employment, which are not the subject of a grievance, unless the parties mutually agree to the topic. The meetings will be limited to two (2) hours unless an extension is mutually agreed upon.

Article 9
Safety and Health

Section 9.1 The Employer will endeavor to provide a safe and healthy working environment. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.

Section 9.2 Any employee who reasonably believes a safety hazard exists, such as unsafe equipment, conditions or practices, shall report the situation as soon as possible to their supervisor in writing. The supervisor will then, investigate and report the unsafe condition to the Chief in writing who, if he concurs with the supervisor, will then take all steps necessary to correct the unsafe condition.

Section 9.3 The Township will discuss the issues of safety and health.

Article 10
Compensatory Time

Section 10.1 Fire Department employees will have the option of receiving, in lieu of overtime pay, compensatory time at a rate of one and one half hours (1 ½) for each hour worked. The employee may accumulate up to four hundred and eighty (480) hours (320 hours of over-time worked). Employees may use compensatory time with the approval of the Lieutenant on duty. Compensatory time may be taken on the spot providing that the vacancy does not cause overtime and that all other conditions have been met.

Article 11 Overtime

Section 11.1 Each employee who is assigned to the fifty-two (52) hour work week, who is required to work beyond their normal scheduled shift assignments in any one week, shall be compensated at one and one-half (1 1/2) times their hourly rate of pay for each hour worked beyond fifty-two (52) hours. Hourly rate of pay shall be the employee's annual salary divided by two thousand seven hundred four (2,704) hours. Any employee called in to perform overtime work on a non-regularly scheduled duty day, shall be compensated at the applicable overtime rate for such work, while on active pay status. Active pay status shall not include hours spent on sick leave. Overtime shifts shall be filled using the official call-in list. The Shift Officer will be responsible for the filling of overtime. The Shift Officer will inform the Chief or his designee of the person(s) responsible for the call-ins on each shift. The Shift Officer shall have the authority to order personnel in to work when sufficient voluntary acceptance was unsuccessful. Employees on disciplinary suspension shall not be offered overtime.

Employees will be contacted from highest to lowest on the list until the shift is filled. In the event that no employee accepts the overtime voluntarily, the employee highest on the list shall be mandated to work. No employee shall be mandated to work more than twelve (12) hours, except when minimum unit staffing cannot be maintained.

Section 11.2 The work hours for a 24-hour shift unit shall begin at 7:30 AM and end at 7:30 AM the following calendar day. However, in an emergency situation, the work hours can be changed on a temporary basis at the discretion of the Fire Chief.

Section 11.3 The minimum staffing within the department is 9 employees (to include no more than two (2) part-time employees with a minimum of two (2) bargaining unit employees being allowed to be scheduled off per twenty-four (24) hour shift on vacation, holiday time, or comp time. More than two (2) bargaining unit members off per twenty-four (24) hour shift on vacation, holiday time, or comp time shall be with the Fire Chiefs approval.

Section 11.4 The minimum daily apparatus staffing shall be no less than three (3) qualified personnel. This provision was written to reduce the number of overtime hours incurred by the Township, creating a cost savings. This in no way was written to decrease the safety and protection of Township residents and/or Township employees.

Article 12 Uniforms

Section 12.1 Effective for the life of this contract, the employer will replace items listed below, using a one for one exchange program as needed to cover ordinary wear and tear, as well as, replacement due to damage. The Uniform Committee Chairperson will be responsible for making the determination for replacement; however, in cases of suspected abuse or for replacement of outerwear (parkas and jackets), the Fire Chief will be consulted.

For 52-Hour employees uniform and other items of official clothing include dark blue Nomex fabric button front shirts, dark blue tee shirts, dark blue polo shirts, white dress shirts, dark blue squad jackets, EMS parka with liner and hood, dark blue Nomex fabric uniform pants, gym shorts, job shirts, metal badge, metal name bar, belts, headwear and boots/shoes.

For 40-Hour employees uniform and other items of official clothing include white button front shirts, dark blue Nomex fabric button front shirts, white polo shirts, dark blue polo shirts, dark blue squad jackets, EMS parka with liner and hood, dark blue Nomex fabric uniform pants, job shirts, metal badges, metal name bar, badge belt holder, belts, boots/shoes, headwear, and pair of coveralls.

The purchase of metal badges and metal nameplates shall be approved and ordered only by the Fire Chief. Members shall be allowed a maximum of two (2) metal badges.

Section 12.2 All employees will be provided with a Class A uniform and shall consist of dress pants, dress blouse, dress shoes, necktie, belt, cap and long sleeve white button front shirt. The Class A uniform specifications will be determined by the Fire Chief. The employer will update years of service crosses and rank braids on Class A uniforms. Any part of the Class A uniform that is replaced must be returned to the Uniform Committee Chairperson.

Section 12.3 The Township, for new employees, will make the initial purchase of the above listed items and an allowance will not be given the first calendar year of employment. The Township also agrees to provide the original purchase of any new item it requires to all employees. Class A uniforms shall be provided to all new employees after they have successfully completed their probationary period.

Section 12.4 The uniforms and other items of official clothing remain Orange Township property and shall be turned in upon separation from employment for any reason. At such time, if any, that the township provides storage space for all uniforms, all uniforms will remain on station and shall not be worn off-duty.

Section 12.5 Firefighters may dress down to official T-shirts when the outside temperature, or heat index, reaches eighty-five (85) degrees. Firefighters may also dress down for cleaning, physical training, or other special tasks at the discretion of the Shift Officer. Firefighters may also dress down to T-shirts after 1600 hours.

Article 13
Training
Professional Development

Section 13.1 Professional Development will be defined as Fire and EMS related classes, or training taken that are not for college credits. An employee may request Professional Development pay for classes taken for college credits with the approval of the Fire Chief.

Section 13.2 Employees who attend classes or training with written approval from the Fire Chief for Professional Development in the fire service, other than on their normal duty day, shall receive compensation at their overtime rate of pay. Employees shall be paid for class time, approved travel expenses and meals as defined in the Township travel policy. Receipts and/or vouchers must be submitted (Request for Reimbursement Form) within two (2) weeks of completion date of training/class for reimbursement of approved travel and meal expenses.

Section 13.3 At the discretion of the Fire Chief, officers and firefighters attending Professional Development classes, or training, may be placed on a forty (40) hour workweek.

Section 13.4 If an employee has signed up for, or has been mandated by the Fire Chief, to attend a training class, conference, seminar or similar event; then it shall be considered an official assignment. Failure to attend the assignment will result in all fees relating to the individual for the assignment to become the responsibility of the firefighter/officer. It is also understood by all parties that in the event that of a pre-scheduled leave, a major illness, or the personal injury or death of an immediate family member, the employee would be excused from attending and the above would not apply.

Section 13.5 The employer will continue to make available to all personnel training that can be used to maintain their required certification for employment.

Article 14
College Reimbursement

Section 14.1 Up to five (5) full-time employees with at least one (1) year of service with the Orange Township Fire Department, shall be eligible for reimbursement of tuition, fees, and textbooks, up to a maximum of three thousand dollars (\$3,000) per calendar year, at an accredited college or university. Classes are limited to job-related courses in Fire Science, an Associate Degree program in Fire/EMS and business administration and computer sciences directly related to developing duty requirements as a Firefighter, or EMS provider.

Section 14.2 Reimbursement for tuition, fees and textbook expenses shall be based on grades received; One hundred percent (100%) where a final grade of "A- to A" (3.67 – 4.0) is attained; Seventy-five percent (75%) where a final grade of "B- to B+" (2.67 – 3.66) is attained; Fifty percent (50%) where a final grade of "C to C+" (2.0 – 2.66) is attained. No reimbursement will be made for final grades less than "C" (2.0). Where a grade is provided in more than two (2) decimal places, it will be rounded up in a manner consistent with mathematical principles. Where a Pass/Fail grade is given, Pass will be equal to a final grade of "C" and reimbursement will be Fifty percent (50%). Fail will be equal to a final grade less than "C" and no reimbursement will be made. Any alteration of a pass grade to a letter grade may only be made by the department head at that institution, not the individual instructor.

Section 14.3 A Scholarship Committee shall be formed to establish the criteria for eligibility of employees to use the College Reimbursement Fund. The Committee shall consist of the Chief, Fire Liaison Trustee and two appointees from the Union.

Section 14.4 It is expressly understood that college courses are to be taken at other than scheduled working hours, unless the Fire Chief authorizes leave, or trading of time. Actual leave, in the absence of a time-trade with another Firefighter, will be charged against the employee's compensatory, or vacation time. The employee shall not be reimbursed for incidental expenses such as paper, or supplies; mileage; parking; meals; or any expenses other than tuition, fees and textbooks.

Section 14.5 Should the employee leave the service of the Orange Township Fire Department within one (1) year of being reimbursed for the listed educational expenses, they shall be legally obligated to repay one hundred (100%) of such monies.

Article 15 Holidays

Section 15.1 All Employees will receive ten (10) paid holidays. They are to include:

New Year's Day
Martin Luther King Day
President's Day
Columbus Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 15.2 Each employee assigned to a twenty-four (24) hour shift will be credited with one hundred twenty (120) hours of holiday time effective on January 1. The employee can:

- A. Choose to forgo payment for any or all holidays and take up to a total of one hundred twenty (120) hours compensatory time.
- B. Elect to be paid one hundred and twenty (120) hours of pay at their regular hourly rate, to be paid the last pay period before December 31st of that year on a check separate from their regular paycheck.
- C. Elect to be paid any balance of Holiday time not used as compensatory time during the calendar year, to be paid the last pay period before December 31st on a check separate from his/her regular paycheck.
- D. Elect, in writing, no later than October 31, of any year to carry-over twenty four (24) hours of holiday pay into the following year.
- E. Use the time only in twelve (12) hour segments.

Section 15.3 Forty (40) hour employees shall receive the ten (10) noted holidays with time off duty. In the event the holiday does not occur on a forty-hour employee's normally scheduled workday, the employee shall receive ten (10) hours compensatory time.

Section 15.4 Prorating Holiday Time

Any individual who joins the fire department after January 1, of the calendar year who is assigned to twenty-four (24) hour shift shall have holiday time credited at the rate of twelve (12) hours for each remaining holiday of that calendar year. In the event of separation from the department, any prorated holiday time used but not accrued will be debited at a rate of 12 hours from the employee's final pay.

Article 16
Leap Year Shift Rotation

Section 16.1 Each Leap Year the employer shall schedule each of the three shifts an eight-hour cycle to work on the 29th of February to more equally distribute the working of holidays for the employee.

Article 17
Personnel Reduction/Recall

Section 17.1 The employer will give reasonable notice, except in the case of an emergency, of at least thirty (30) days before the effective date of the layoff.

Section 17.2 Layoffs shall be by seniority.

Article 18
Sick Leave

Section 18.1 All fifty-two (52) hours per week employees shall earn eighteen (18) hours of sick leave per month of service and all forty (40) hours per week employees shall earn fourteen (14) hours of sick leave per month.

Section 18.2 Sick leave shall be defined as an absence with pay that is necessitated by:

1. Illness, injury or disability of an employee off of the job;
2. Injury of employee on the job per Article 32;
3. Exposure to a contagious disease which could be communicated to other employees and would jeopardize their health;
4. Absence due to medical, dental, or optical examination or illness, injury, medical condition or treatment of an employee, or of a member of the immediate family (immediate family is defined as only: mother, father, child, stepchild, and spouse);
5. Other relatives who reside in the employee's household if, in the case of such illness, injury or condition, the employee's presence is urgently required. Once the initial emergency is over, sick leave will not be granted for continuing care.¹

Section 18.3 Each employee shall be eligible for a two hundred dollar (\$200) bonus for each six (6) month period ending June 30 and December 31 during which they serve as employees the entire period without use of sick leave. Such bonus payment shall not exceed \$400 per employee per year and shall be payable only to current employees at the time of payment, that being on or about December 31 of the qualifying year.

Section 18.4 Sick leave shall be used in segments of not less than one (1) hour. Sick leave may be used as it is earned and credited.

Section 18.5 A claim for sick leave exceeding two (2) regularly scheduled successive shifts for 52-hour employees and three (3) regularly scheduled successive shifts for 40-hour employees will need the support of a physician's statement to the effect the employee is incapacitated or unable to perform his/her duties.¹

Section 18.6 In the event of an extended leave of absence due to injury or illness, the Township may require a second opinion and certification from a second health care provider designated by and paid for by the Township, before the employee may return to work if the Township is not satisfied with or does not receive a medical opinion regarding fitness to return to work from the employees treating physician. Extended leave in this case is a period of four (4) weeks, 28 consecutive calendar days, not duty days.

If the first and second opinions conflict, the Township may require the employee to submit to a third opinion and certification, at the Township's expense, by a health care provider chosen by the Fire Department's Physician of record. The opinion of the third health care provider is final and binding.

Article 18
Sick Leave
(Continued)

An employee, who is required to take a medical examination by the Employer, shall be placed on paid Employer approved leave pending the determination of the examination.

Section 18.7 Fire department employees with ten years of continuous service with Orange Township will receive a cash payment for one-fourth (1/4) of their accumulated unused sick leave hours up to a maximum of five hundred and forty (540) hours (25% of 2,160 hours earned) at the time of their retirement (with eligibility to receive immediate retirement benefits) under Ohio Police and Fireman's Disability and Pension Fund or Public Employees Retirement System. Said payment shall be based upon the employee's basic hourly rate.

Section 18.8 In the event an employee dies in active pay status with the Township, one-half (1/2) of their accumulated unused sick leave hours, up to a maximum of one thousand eighty (1,080) hours (50% of 2,160 hours earned) shall be paid in a lump sum to the employee's surviving spouse, minor children, or next of kin named by the employee as beneficiaries of their estate.

Section 18.9 Orange Township will accept a transfer of up to, but not in excess of, three hundred sixty (360) hours of sick leave accrued to the credit of an employee while in the next previous employment of another public service agency. The transfer will be accepted upon certification by the fiscal officer of the agency which was the next previous employer, as to the amount of leave previously accrued to that employee's benefit.

Section 18.10 In the event a member does not have enough sick leave available to handle a personal emergency health situation (this does not include elective procedures) then another member may donate not more than ten percent (10%) of his accrued sick leave balance not to exceed the equivalent of 48 hours to another fire member once every six (6) months. The receiving member will have exhausted all of his available sick leave and other time off to be eligible to receive the transfer. The donating member must have accumulated leave credits in excess of one hundred twenty (120) hours and must execute a written request for the Township to make the transfer as a necessary prerequisite for the transfer. The final decision for the request will be made by resolution by the Township Board of Trustees. Once transferred, the sick leave credits must remain in the account of the original transferee.

¹ Does not apply to approved FMLA. When approved FMLA is taken, the employee's sick leave shall run concurrent with the Family Medical Leave.

Article 19
Military Leave

Section 19.1 Military Leave will be provided in compliance with Ohio Law.

Article 20
Vacations

Section 20.1 Employees shall earn vacation time as follows, which may be taken as shifts or on an hourly basis.

Section 20.2 Employees shall begin accruing vacation time as of their first assigned shift after they have been hired as a full time employee of the township. For the purposes of this article, a year is defined as the three hundred and sixty-five (365) day period beginning with the day following the employee's date of hire. Vacation accrual shall be as follows:

Vacation Accrual/Time Off Schedule for fifty-two (52) Hour Per Week Employees	
Years one (1) and two (2) of Employment	Five (5) Unit Days per Year
Years three (3) through five (5) of Employment	Six (6) Unit Days per Year
Years six (6) through ten (10) of Employment	Eight (8) Unit Days per Year
Years eleven (11) through fifteen (15) of Employment	Ten (10) Unit Days per Year
Years sixteen (16) through twenty (20) of Employment	Twelve (12) Unit Days per Year
Years twenty-one (21) through twenty-five (25) of Employment	Fifteen (15) Unit Days per Year

Vacation Accrual/Time Off Schedule for forty (40) Hour Per Week Employees	
Years one (1) and two (2) of Employment	Eighty (80) Hours
Years three (3) through five (5) of Employment	Ninety-Six (96) Hours
Years six (6) through ten (10) of Employment	One Hundred Twenty (120) Hours
Years eleven (11) through fifteen (15) of Employment	One Hundred Thirty Six (136) Hours
Years sixteen (16) through twenty (20) of Employment	One Hundred Sixty (160) Hours
Years twenty-one (21) through twenty-five (25) of Employment	One Hundred Seventy Six (176) Hours

Section 20.3 Fifty-two (52) hour employees may carry over into a new year one hundred sixty-eight (168) hours of vacation. Forty-hour employees may carry over into a new year one hundred ten (110) hours of vacation.

Section 20.4 Unused vacation time not used and not available to be carried over to the following year will be paid on or about the 31st of December on a separate check from their normal pay.

Article 20
Vacations
(Continued)

Section 20.5 Vacation time will be scheduled, with one pick, by seniority, per shift by combining personnel from both stations. The pick must be consecutive shifts (i.e. January 15th and 18th is one pick) and shall not exceed more than what the employee would accumulate in that calendar year. Scheduling will be completed December 1st through December 15th of the preceding calendar year. A maximum of two (2) employees will be allowed to be scheduled off per twenty-four (24) hour shift on vacation, holiday time or comp time.

Section 20.6 When the employer deems it necessary to transfer an employee from one shift to another, and said employee has vacation time scheduled and approved, such pre-approved time will be rescheduled in the same time frames for the employee's new assignment.

Section 20.7 Because of the 40-hour employee's schedule, 40-hour employees shall receive one (1) ten (10) hour personal day per year for the use of personal issues. This personal day shall be used within the calendar year it is earned or it will be lost. No personal day shall be allowed to be carried over to the next year.

Article 21
Trading Time

Section 21.1 Any employee shall be permitted to trade time with another employee of equal rank upon approval of the duty Lieutenant, provided no overtime shall result. The trade shall be confirmed in writing and shall not affect operation of the department.

Department members agreeing to work a trade shall be considered late or absent without leave as the case may be, not the employee for whom he/she is working. The department member arranging the trade shall not be held accountable provided the proper paper work was completed and approved.

For any trade of four (4) hours or less, only the Officer's approval is necessary.

In the event of an unforeseen circumstance, a member may call the station to make arrangements with another member to provide coverage to avoid being late. The Unit Officer must be notified, and a trade paper shall be completed upon the member's arrival.

Article 22
Paramedic Bonus and Longevity Pay

Section 22.1 The longevity bonus will be rolled into the yearly salary and will not be paid out at the end of the year.

Section 22.2 Since it is the practice of the department to only hire firefighter/paramedics as suppression employees, all new suppression employee salaries will automatically include the paramedic bonus of \$1,800.00 as part of their salary.

In the event that firefighter Donald Tuller acquire his paramedic certification, \$1,800.00 will be prorated from the date that the certification is presented to the Fire Chief thru the end of the year and continue as part of their hourly wage from that point forward.

Section 22.3 To also enhance the accounting functions of the Fiscal Officer, all anniversary dates will become January 1st of a year, they will no longer be the date of hire. In order for a new employee to receive their yearly step raise the following year they must be employed by the department on or before June 30th the year before. OP&F will continue to be determined by the date of hire as will seniority.

(Example) Firefighter Smith is hired June 20th of 2003 he or she will receive their first step raise January of 2004.

(Example) Firefighter Jones is hired July 1st of 2003 he or she will receive their first step raise January of 2005.

**Article 23
Orange Township Fire Department Salaries 2016-2018**

Firefighter/Paramedics

2016 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
27.27	13.64	40.91	100%

2017 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
27.80	13.90	41.70	100%

2018 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
28.35	14.18	42.53	100%

Lieutenants

2016 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
31.37	15.69	47.06	100%

2017 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
31.99	16.00	47.99	100%

2018 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
32.61	16.31	48.92	100%

Hourly Rate = Salary divided by 2704

FLSA = 1/2 of hourly rate

O.T. = Hourly rate times one and one-half

Article 23
Orange Township Fire Department Salaries 2016-2018
(Continued)

Fire Inspector

2016 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
34.76	17.38	52.14	100%

2017 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
35.46	17.73	53.19	100%

2018 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
36.17	18.09	54.26	100%

Lieutenant of Fire Prevention

2016 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
40.16	20.08	60.24	100%

2017 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
40.96	20.48	61.44	100%

2018 HOURLY	FLSA	O.T.	OP&F EMPLOYEE PICKUP
41.78	20.89	62.67	100%

Hourly Rate = Salary divided by 2080

FLSA = 1/2 of hourly rate

O.T. = Hourly rate times one and one-half

Article 24
Health Insurance

Section 24.1 All full-time Fire Department employees shall be offered, at their option, the same Major Medical, Accident, Dental, Vision and Life Insurance as provided to all Township officials and other full-time employees of the Township. Solely for the term of this agreement, employees will pay fifteen percent (15%) of the premium for Major Medical coverage and the employer will pay eighty-five percent (85%) of the premium for Major Medical coverage.

Section 24.2 The Township will attempt to provide coverage similar to those currently in effect and will give sixty (60) days notice to a Union representative of any change in such benefits or other material changes to insurance coverage. Thereafter, upon request from the Union, the Township will meet with representatives of the Union to receive and consider the Union's input regarding the changes.

Section 24.3 The Employer will share information with the Union regarding health care changes.

Article 25
Grievance Procedure

Section 25.1 A grievance shall be defined as a dispute solely pertaining to the interpretation, or application of the specific provisions of the collective bargaining agreement.

Section 25.2 Non-Disciplinary Grievances shall be processed in the following manner:

Step 1 The grievance shall first be submitted to the Fire Chief in writing within ten (10) calendar days after the event giving rise to the grievance occurred, or was first known to the grievant, except that if the Fire Chief is not available, the grievance may be submitted to the Fire Chief's Administrative Assistant with acknowledgment of receipt. If the Fire Chief and the Fire Chief's Administrative Assistant is not available on the tenth day, the time for filing will be extended for the period of time until the Fire Chief or the Fire Chiefs Administrative Assistant is available to receive the grievance. The Fire Chief or designee shall give their answer to the grievant and the Union President within ten (10) calendar days from the date of its submission.

Step 2 If the answer in Step 1 is not satisfactory to the grievant and the Union, non-disciplinary matters can be appealed to the Township Administrator or their designee. Such request shall be made in writing to the Township Administrator or their designee within ten (10) calendar days of the Unions receipt of the Fire Chief's answer to Step 1 of the grievance procedure. The Township Administrator or their designee will answer within ten (10) calendar days from the date of the Step 2 meeting.

Section 25.3 Disciplinary grievances for non-probationary employees, including suspension or discharge shall start at Step 2 of the grievance procedure above. All administrative procedures of the Grievance Procedure shall be applicable to all disciplinary grievances filed pursuant to this Article.

Section 25.4 Any grievance, which is not resolved through the grievance procedure, may be submitted to arbitration upon the request of the Union. Such request shall be made in writing to the Township within ten (10) calendar days of the Union's receipt of the Fire Chief's answer to Step 1 of the grievance procedure, or the Township Administrator's or designee's answer to Step 2 for non-disciplinary matters.

Section 25.5 Upon the conveyance of the request for arbitration, the parties shall request a panel of seven (7) names from the Federal Mediation and Conciliations Service. Upon receipt, the parties shall meet for the purpose of selecting the arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall first strike from the list of names submitted. The other party shall then strike and the procedure continued with alternate striking of names. The last remaining name shall be appointed the arbitrator.

Article 25
Grievance Procedure
(Continued)

Section 25.6 The arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principals of the grievance will be afforded an opportunity at the hearing to present their respective cases. Upon the close for the hearing the arbitrator shall, within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. The Arbitrator shall have no authority to alter, amend, modify, add to, or subtract from the specific provisions, or terms, of the collective bargaining agreement.

Section 25.7 All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible.

Section 25.8 The decision of the Arbitrator shall be final and binding upon the Union, the employees, and the Township.

Section 25.9 Any cost in obtaining the list of arbitrators shall be divided equally between both parties.

Section 25.10 Expenses, if any, of the witnesses shall be borne by the party calling the witness.

Section 25.11 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, or request a copy of any transcript.

Section 25.12 Arbitration fees and expenses are to be split equally by both parties.

Section 25.13 It is understood that the parties involved in each step of the grievance may, by mutual agreement in writing, extend the time limits imposed on the specific step at which the grievance is being processed. In the absence of mutual extension, a grievance will move to the next step in the grievance procedure if a response is not forthcoming within the specified time limits. In the absence of mutual extension, the Township may, at any step where a response is not forthcoming within the specified time limits, presume the grievance to have been dropped with prejudice.

Section 25.14 A grievant has the right to Union representation at each step of the grievance.

Section 25.15 A grievance may be withdrawn by the grievant, or the Union, at any time from the grievance procedure. The withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to the grievance or any other grievance.

Article 26
Out of Class Pay

Section 26.1 Any Employee who is temporarily assigned to and accepts the responsibilities of a position above the rank, which the employee normally holds, shall be paid at the rate for the higher position. The employee must work a minimum of four hours in the higher rank to receive out of class pay.

Section 26.2 Firefighter for Lieutenant – Lieutenant Start Pay.

Article 27
Seniority

Section 27.1 Seniority shall commence with the date of full-time employment with the Orange Township Fire Department and shall be the basis for such benefits as accumulation of vacation, longevity bonuses, or other cumulative monetary fringe benefits based on length of service. In addition, seniority within the Fire Department shall be used for the purpose of layoffs and scheduling time off.

Section 27.2 Continuous service shall be broken only by resignation, discharge, lay-off in excess of one (1) year or more, not including military leave, or retirement.

Section 27.3 The Employer will annually supply a current Department Seniority List to the Union.

Section 27.4 From the date of this agreement forward, when more than one person is hired on the same date, seniority will be based on the combined overall score obtained from the pre-employment testing process.

Article 28
Promotional Policy

Section 28.1 All Lieutenant and Lieutenant of Fire Prevention vacancies, shall be filled in accordance with this article.

Section 28.2

Lieutenant

a) Promotional exams shall be competitive and open to all fulltime persons who have continuously held a position at the Orange Township Fire Department in the next lower classifications or an equivalent position as specified by the Fire Chief for five (5) years or more immediately prior to the date of the exam. Completed the minimum training requirements: State of Ohio Certified Paramedic and State of Ohio Firefighter Level II as required by 4765.55 of the Revised Code of Ohio.

b) When an insufficient number (two (2) or less) of members in the next lower position qualify to take the exam, the Fire Chief may extend the exam to members with two (2) or more years of service, if an insufficient number of personnel qualify even after this extension, the Fire Chief may open the exam to external applicants.

c) If no member passes the written portion of the promotional examination, the Fire Chief may extend the examination to members who have continuously held a position at the Orange Township Fire Department in the next lower classifications or an equivalent position as specified by the Fire Chief for two (2) or more years immediately prior to the date the examination is administered a second time as a result of no one passing the previously administered examination. If no one passes the second written examination, the Fire Chief may open the examination to external applicants. The external applicants and members with two (2) or more years of service with the Orange Township Fire Department may take the third written examination.

Lieutenant of Fire Prevention

a) Normally, the Lieutenant of Fire Prevention will be filled by the Fire Inspector given the minimum requirements as established in the Lieutenant of Fire Prevention Position Description are met and the individual in the Fire Inspector position is interested.

b) If the Fire Inspector does not qualify or is uninterested, the Fire Chief may extend the open position to members in suppression who meet the minimum requirements as established in the Lieutenant of Fire Prevention Position Description. If there is only one (1) individual interested and that individual meets the minimum requirements as established in the Lieutenant of Fire Prevention Position Description, that individual will be offered the position. If there is more than one (1) individual interested and those individuals meet the minimum requirements, a competitive exam process shall be given. If no one is interested, the minimum requirements are not met or once given no member passes the competitive exam process, the Fire Chief may open the position to external applicants.

Article 28
Promotional Policy
(Continued)

Section 28.3 Competitive Exam Process

- a) All questions on the written portion of the promotional exam shall be taken from listed source materials to the extent applicable in a notice posted at least forty five (45) days prior to the exam. One (1) set of applicable source materials shall be made available for use to all members involved at each station. The Employer shall specify the testing company used for the written exam.
- b) All applicants shall be given an identical written exam in the presence of each other. The preliminary results of the written portion shall be posted at both stations within seventy-two (72) hours of completion of the written exam.
- c) The maximum grade possible on the written exam shall be one hundred (100) points. All persons scoring at least seventy (70) points on the written exam shall be eligible to proceed to the assessment center portion of the process.
- d) Each applicant may, within five (5) days of the posting of the written exam results, have one (1) opportunity to examine their exam paper. If the employee is dissatisfied with their grade, they may file a written appeal with the Fire Chief. The Fire Chief and testing organization shall rule on the validity of any appeal within seven (7) days of receiving it.
- e) The second phase of the promotional process is an assessment center consisting of exercises designed to measure each member's ability to perform tasks relevant to the position. This part of the process may include tactical exercises and tests to measure the member's leadership capability, ability to perform administrative tasks, and communication skills. Each applicant will be graded by the assessment panel against a maximum possible score of one hundred (100) points. All persons scoring at least seventy (70) points on the assessment center shall be eligible to proceed to the oral interview portion of the process.
- f) The third phase of the promotional process is an oral interview conducted by a panel consisting of the Orange Township Trustee Fire Liaison, two (2) members selected by the Fire Chief and one (1) member selected by the Union.
- g) An applicant's position on the final eligibility list shall be determined by averaging the scores of the written portion (30%), the assessment portion (40%) and oral interview (30%). External applicants who are admitted to and successfully completed (received qualifying scores) the promotional process shall be ranked on the final eligibility list below any members who successfully complete (receive qualifying scores) the promotional process regardless of the final scores. Unless exhausted, an eligibility list shall remain in effect for two (2) years from the date that the list is certified by the Fire Chief. At the end of two (2) years, the list shall expire.

Article 28
Promotional Policy
(Continued)

h) When a vacancy occurs, the Fire Chief shall appoint the top person on the list working down the list from highest qualifying score to lowest qualifying score. Anyone not selected shall retain his or her position on the list until the list expires or until the employee is promoted.

i) All promoted persons who accept the promotion shall be required to pass a criminal background investigation, prior to appointment.

Article 29
Longevity Pay

Section 29.1 As compensation for years of service to the Fire Department, employees shall be entitled additional pay based upon consecutive years of completed service.

Section 29.2 Longevity Pay shall begin after the completion of the fifth (5) year and shall continue as follows and remain consistent with Article 22 and shall be paid annually.

Step 1 - Years five (5) through nine (9)	Three hundred (\$300.00) dollars
Step 2 - Years ten (10) through fourteen (14)	Six hundred (\$600.00) dollars
Step 3 - Years fifteen (15) through nineteen (19)	Nine hundred (\$900.00) dollars
Step 4 - Years twenty (20) and above	One thousand and two hundred (\$1200.00) dollars

Section 29.3 Longevity Pay is only paid at the beginning of each step of the above chart. Annual compensation will only increase by the annual contract raise percentage increase until the next step is achieved.

In example:

Fifth year firefighter would have \$300.00 Longevity Pay paid (\$300.00 Total)
Tenth year firefighter would have an additional \$300.00 paid (\$600.00 Total)
Fifteenth year firefighter would have an additional \$300.00 paid (\$900.00 Total)
Twentieth year firefighter would have an additional \$300.00 paid (\$1200.00 Total)

Article 30
Funeral

Section 30.1 In addition to any other leave granted herein, each employee shall be entitled to time off with pay (funeral leave) for a death in the family in accordance with this article.

Section 30.2 An employee shall be entitled to thirty six (36) hours of funeral leave, (forty-eight (48) hours of paid funeral leave, in the event that the funeral is held two hundred (200) miles or more from the employee's residence), for the death of the following: father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, spouse's grandparent, brother-in-law, sister-in-law, aunt, uncle, stepbrother, stepsister, half-brother, half-sister, or a grandchild.

Section 30.3 Bereavement Leave Employees shall receive seventy-two (72) hours of Bereavement Leave for the death of a spouse, child, stepchild, brother, sister, parent or grandparent. Bereavement leave shall not be in addition to funeral leave.

Section 30.4 Funeral/Bereavement leave shall start the day of the death.

Section 30.5 If sick leave is taken in conjunction with Bereavement or Funeral Leave, its use is governed by Article 18 entitled Sick Leave.

Article 31
Union Business

Section 31.1 The President, Vice-President, Secretary and Treasurer shall be permitted to perform the following functions subject to the advance approval of the Fire Chief and provided normal operations of the Department are not disrupted.

- A. Attend meetings with management.
- B. Transmit communications, authorized by the local Union, or its officers to the Employer or his representatives.
- C. Consult with the Employer or his representatives, concerning the enforcement of any provision of this Agreement.
- D. The Employer agrees that the Union's representative may post Union notices on designated bulletin boards, distribute Union literature and solicit Union membership during non-work hours and in non-work areas and only in a manner that does not disrupt the Department. Posted notices shall not contain the following:
 - 1. Personal attacks upon any other member, or any other employee.
 - 2. Scandalous, scurrilous, or derogatory attacks upon the administration.
 - 3. Attacks and/or unfavorable comments regarding a candidate for Township office, or for office in an employee organization.
- E. The Employer agrees that it will reasonably attempt to schedule one (1) member of the Union, having been selected to attend a Union conference or convention, will be granted time off with pay to attend such function by giving at least ten (10) calendar days written notice to the Employer. This time off shall not exceed five (5) ten hour days, in the aggregate, for the Union each year. The Union agrees that should an emergency arise, the Union would honor the Employer's request to send an alternate. The five (5) days per year shall be accounted for and reported to the Chief quarterly by the Union President.

Section 31.2 The Union shall provide the Fire Chief with an official written roster of its Union representatives, which is to be kept current at all times and shall include name and Union position held.

Article 32 Injury Leave

Article 32.1 Any employee who is injured while working within the scope of their employment or who suffers an occupational disease arising out of the course and scope of their employment, and who is temporarily totally disabled by such injury, shall be eligible for injury leave in accordance with this article. If injury leave is granted, the employee shall receive his/her usual and normal salary and compensation during such period subject to the following limitations.

Article 32.2 To be eligible for injury leave, the employee must formally seek temporary total disability benefits per Ohio Law and Regulations from the Bureau of Workers' Compensation; the claim must be allowed and the employee awarded temporary total disability under the claim. However, pursuant to this article, the employee will not receive temporary total disability compensation payments from the Ohio Bureau of Workers' Compensation for the same time period that the employee is receiving injury leave pursuant to this article. The parties shall execute a salary continuation agreement (C-55 or its equivalent) agreeing that the Township agrees to pay salary/wage continuation in lieu of temporary total disability compensation. Sick leave or vacation time used during the application period shall be reinstated upon approval of temporary total disability benefits through the Bureau of Workers' Compensation or Industrial Commission of Ohio. Should the employee not have sufficient sick or vacation leave to cover the application period, the employer will continue salary and benefits, upon the approval of the Board of Township Trustees, for up to sixty (60) days. Should the Workers' Compensation claim ultimately be disallowed, all injury leave monies paid to the employee during this period shall be repaid to the employer.

Article 32.3 Injury leave provided herein shall not exceed six (6) months from the date of injury and shall terminate sooner in the event the employee is no longer qualified for temporary total disability compensation. An employee who exhausts the total injury leave may be eligible for an additional six (6) months leave, with the approval of the Fire Chief and the Board of Trustees, provided the employee's physician certifies in writing that the employee will be able to return to work within the additional time period and be capable of performing the essential functions of the job.

Article 33
Management Rights

Article 33.1 Unless otherwise in this Collective Bargaining Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Employer to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate 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 just 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;
- I. Take actions to carry out the mission of the public employer as a government unit

Article 34
Supplemental Drug Testing Policy

Section 34.1 The Township's Substance-Free (Drug-Free) Workplace Program, as revised by the parties and adopted on August 20, 2007, shall apply to the parties and bargaining unit members of the Fire Department with the following exceptions for bargaining unit members.

Section 34.2 Members, except those in the first 90 days of employment with the Township, who violate the Program or test positive for the first time on a drug test administered pursuant to the Program, will not be disciplined but, in lieu thereof, will be referred to substance abuse assessment and, if needed, treatment.

Section 34.3 The determination as to whether the member was under the influence will be based on actual test results, not estimates or extrapolations from the test results.

Section 34.4 The standard for determining whether or not a member is under the influence of alcohol shall be .08% BAC.

Article 35
Family Medical Leave

Section 35.1 Employees having at least 12 months of employment with the Township and at least one thousand two hundred fifty (1250) hours of service during the twelve months prior to the need for leave are eligible for leave of absence for specific reasons subject to guidelines as defined by the Family Medical Leave Act.

Section 35.2 Eligible employees shall be provided up to twelve (12) work weeks of leave annually beginning January 1, in connection with the following types of qualifying events:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, child or parent who has a serious health condition;
3. For a serious health condition that makes the employee unable to perform his or her job;
or
4. To attend to a qualifying exigency (as defined by the Department of Labor) of a spouse, child or parent who is either on active duty or who has been called to active duty.

In addition, an eligible employee may qualify for up to twenty-six (26) work weeks of leave in a twelve (12) month period as Military Caregiver leave:

5. To care for the employee's spouse, child, parent or next of kin who is a covered service member with a serious injury or illness incurred while on active duty. For Military Caregiver leave, the 12-month period is measured forward from the date such leave begins. Within the 12-month period following the beginning of an employee's Military Caregiver leave, an employee is eligible for a maximum combined total of 26 workweeks of any combination of Military Caregiver leave and leave for any other qualifying reason.

Section 35.3 The Township requires employees who take FMLA leave to take paid injury leave, when applicable. Employees may take accrued paid sick leave and accrued paid vacation leave concurrently with FMLA leave. When any available paid leave is exhausted, the employee may then take the unpaid balance of the twelve (12) weeks provided under FMLA.

Section 35.4 Employees must be restored to the position occupied when the leave began or to an "equivalent position" with equivalent conditions of employment.

Section 35.5 When the need for family or medical leave is foreseeable, the employee must give at least thirty (30) days notice before the date that leave is to begin. If the employee does not provide at least thirty (30) days notice before a foreseeable leave, upon request the employee must explain the reasons why such notice was not practicable. When the need for family or medical leave is unforeseeable, the employee must give notice as soon as practicable, which will usually be within two business days after the employee becomes aware of the need for FMLA leave.

Article 35
Family Medical Leave
(Continued)

Section 35.6 Absent unusual circumstances, such as the need for emergency medical treatment, employees are required to use the Township's usual call-in procedures to report any absence or tardiness due to the need for FMLA leave. If an employee needs leave due to emergency medical treatment, the employee is required to use the Township's usual call-in procedure once the employee's condition is stabilized and the employee has access to and is able to use a telephone.

Section 35.7 The employer will give reasonable notice, except in the case of an emergency, of at least thirty (30) days any change in laws affecting Family Medical Leave.

Article 36
Return to Work Program

Section 36.1 The Township's Return to Work Program, effective January 2007, shall apply to the parties and bargaining unit members of the Fire Department.

Section 36.2 Section E of the Township's Return to Work Program which addresses Discipline Issues will follow Article 7 Discipline of this agreement.

Section 36.3 If the 52-Hour employee is cleared by a doctor to return to work and drive as per the Township's Return to Work Program, the employee may return to a normal twenty-four (24) hour shift rotation and perform the following functions:

1. Perform duties as assigned by the administration
2. If cleared to drive, only station vehicles, either chiefs vehicles and Medic vehicles will be driven
3. Perform any other permissible duties within any remaining restrictions as assigned

Section 36.4 If the 52-Hour employee is cleared by a doctor to return to work but is unable to drive as per the Township's Return to Work Program, the employee may choose to be assigned to 40-Hours and perform permissible duties within the restrictions as assigned.

Article 37

Hours of Employment

Section 37.1 Employees shall work either a forty (40) hour or a fifty-two (52) hour work week based on classification (Suppression 24/48 – 52 hours or Prevention - 40 hours). Suppression employees will receive two hundred and sixteen (216) hours annually of Earned Days Off (EDO) in exchange for FLSA overtime.

Section 37.2 For suppression employees, one employee shall be allowed off per day on EDO. The EDO will be chosen during the shift vacation picks, prior to vacation picks being made. The EDO day shall not affect the vacation picks (if the EDO falls in the middle of an employee's selection, it doesn't change the selection from one pick to two picks). Each EDO selection shall be done in order of seniority on the shift. Starting with the most senior employee selecting the day of the week and either the first pay cycle or second pay cycle in the following year. Each employee shall receive one (1) twenty-four (24) hour shift off every six (6) weeks totaling two hundred and sixteen (216) hours annually. The Union shall provide the Fire Chief's Administrative Assistant with a list of employees EDO days for accounting purposes prior to the beginning of the next year. Employees can trade EDO days within shift, with the approval of the shift officer.

Section 37.3 Because Orange Townships bi-weekly pay periods begin and end in the middle of a week, some employees of the Union will only be able to take off eight (8) twenty-four (24) hour EDO shifts annually instead of nine (9). For those affected employees only able to take off eight (8) twenty-four (24) hour EDO shifts annually, one (1) twenty-four (24) hour shift can either be transferred from their EDO bank to their respective compensatory time bank or taken as a floating EDO. Floating EDO's shall be scheduled during vacation picks if seniority is to be considered. If the floating EDO is not taken and transferred to compensatory time, it shall be done as of January 1st of the following year. In the event an employee leaves their assigned shift after EDO picks, the vacated EDO dates are subject to bidding based upon seniority of the shift, including the person who may be transferred or hired to fill the vacancy. The Union shall provide the Fire Chief annually with a list of affected employees for accounting purposes.

Section 37.4 When a suppression employee(s) EDO falls on February 29th (Leap Day), the employee(s) shall receive overtime at the rate of one and one-half (1 1/2) times the employee rate. The overtime shall be based on hours worked beyond fifty-two (52) hours per week (one hundred four (104) hours per pay in the leap day pay period).

Section 37.5 The EDO dates will be pre-scheduled and must be taken off. No opportunity for overtime pay in lieu of the assigned EDO will be permitted. EDO time cannot be substituted with sick time. While employee(s) is on injury leave, sick leave, or FMLA, EDO(s) shall continue as scheduled.

Article 37
Hours of Employment
(Continued)

Section 37.6 The work hours for forty (40) hour fire prevention employees shall follow a four (4) day, ten (10) hour work week with standard work hours beginning at 7:00 AM and ending at 5:00 PM. The chart in **Section 37.7** shall serve as an example; however, fire prevention will select their day off in the same fashion as is done with vacation and EDO picks. In lieu of overtime or compensatory time, the work hours can be changed on a temporary basis at the discretion of the Fire Chief to meet various fire prevention activities including but not limited to inspections, investigations, and training.

Section 37.7

Inspector	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lieutenant of Fire Prevention	Off/On Call	10 Hrs	10 Hrs	10 Hrs	10 Hrs	Off	Off/On Call
Fire Inspector	Off/On Call	Off	10 Hrs	10 Hrs	10 Hrs	10 Hrs	Off/On Call

Article 38
Lateral Transfer Between Prevention and Suppression

Section 38.1 In the event of a job opening for a Fire Inspector or a Firefighter/Paramedic, which the employer determines could be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions. Only non-probationary employees meeting minimum qualifications for the open position may apply.

Section 38.2 Lieutenant of Fire Prevention and Lieutenant positions shall be filled in accordance with Article 28 Promotional Policy of this CBA.

Section 38.3 Any open position to be filled by lateral transfer shall be posted for a period of fifteen (15) calendar days.

Section 38.4 If multiple letters of application are submitted, acceptance of transfer shall be by most senior.

Section 38.5 If no applications are received, the job opening shall be filled from outside the department.

Section 38.6 Acceptance of transfer shall be for a minimum of twelve (12) months.

Article 39
Duration

Section 39.1 The undersigned representatives of the Orange Township Board of Trustees and Local 3816 International Association of Firefighters does hereby agree to all terms of this agreement.

Section 39.2 This Agreement shall be effective January 1, 2016 and shall remain in effect through midnight, December 31, 2018.

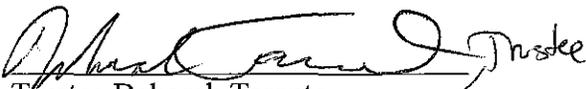
Section 39.3 If either party desires to modify or amend this Agreement, it shall give notice of such intent in writing no later than ninety (90) days and no sooner than one hundred and twenty (120) days prior to the expiration date of this agreement.

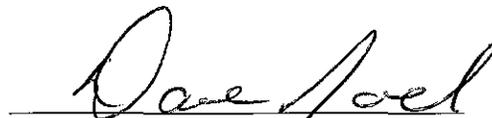
Section 39.4 Upon receipt of the notice the parties shall commence negotiations within two (2) calendar weeks.

The parties hereto agree on this Article effective this 6 day of APRIL, 2016.

For Orange Township

For IAFF Local 3816


Trustee Deborah Taranto


Local President David Noel