

AGREEMENT

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BETWEEN

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NORWICH TOWNSHIP, FRANKLIN COUNTY, OHIO



NORWICH TOWNSHIP

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL NO. 1723



January 1, 2016 through December 31, 2018

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## ARTICLE I

### AGREEMENT

**Section 1. Agreement.** This is an Agreement entered into by and between the Township of Norwich, Franklin County, Ohio (the "Township") and the International Association of Firefighters, Local No. 1723 (the "Union").

**Section 2. Purpose.** This Agreement is made for the purpose of setting forth the full and complete understandings and agreements between the parties governing the wages, hours, and terms and conditions of all bargaining unit Members' employment.

**Section 3. Sanctity of Agreement.** Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

## ARTICLE II

### RECOGNITION

**Section 1. Recognition.** The Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters relating to wages, hours, and terms and conditions of employment.

**Section 2. Bargaining Unit.** There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full-time employees employed in the Norwich Township Fire Department (the "Department") by the Township in the classifications of Firefighter, Fire Lieutenant, Fire Captain, Safety/Training Captain, Emergency Medical Services Captain, Fire Safety Inspector, Fire Marshal and Fire Prevention Lieutenant (hereinafter sometimes referred to singularly as "Member" and collectively as "Members").

**Section 3. Exclusions.** The classifications of Fire Chief, Assistant Chief, Battalion Chief and all other positions and classifications not specifically established above as being included in the bargaining unit shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal employees, and employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117.

**Section 4. New Positions.** In the event that a new classification is created by the Township, the Township and Union shall agree as to if the position is to be part of the bargaining unit or excluded. Should the two parties disagree the dispute shall be settled by with guidance from the State Employee Relations Board.

### ARTICLE III

#### TERMS OF EMPLOYMENT

**Section 1. Qualifications For and Conditions of Employment.** The parties recognize and agree that Members are employed in the capacities of and are required to function as both fully trained and certified firefighters and paramedics. As a condition of continued employment with the Township, each Member shall obtain, possess and maintain the minimum qualifications as may, from time to time, be established for the Member's position by the Board of Trustees, with concurrence of the Union, which qualifications for all Members currently include, but are not limited to, the following:

- A. A current and valid State of Ohio certification as a fully trained and qualified full-time firefighter;
- B. A current and valid State of Ohio certification as a fully trained and qualified Emergency Medical Technician-Paramedic (i.e., "Paramedic");
- C. A current and valid Ohio driver's license;
- D. Maintain residency in the State of Ohio;
- E. Maintain insurability under all Township automobile and/or liability insurance policy(ies); and
- F. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time firefighters and/or paramedics by Federal or State law, rule or regulation.

In addition to the abovementioned qualifications, all Members assigned to the Fire Prevention Bureau shall maintain, as a condition of employment, a current and valid State of Ohio Fire Safety Inspector certification. As a further condition of continued employment, those Members assigned to specific duty positions including, but not limited to, Firefighter, Fire Lieutenant, Fire Captain, Safety/Training Captain, Emergency Medical Services Captain and Fire Safety Inspector, Fire Marshal and Fire Prevention Lieutenant, shall, at the direction of the Township, obtain and maintain such licenses, certifications and/or minimum levels of training as may, from time to time, be established by applicable Federal or State law, rule or regulation for any such position.

Notwithstanding the foregoing and only for those Members employed as of January 1, 2007 and who, as of January 1, 2007, do not possess the EMT-P certification, the failure to obtain an EMT-P certification shall not be deemed a condition of continued employment for those aforementioned Members; further provided, however, that once this certification is obtained, a Member shall, unless otherwise permitted by the Township, continue to maintain the EMT-P certification in the manner and upon the terms hereinbefore stated. Furthermore, and only for those Members assigned to the Fire

Prevention Bureau, the failure to maintain an EMT-P certification shall not be deemed a condition of continued employment, however those Members assigned to the Fire Prevention Bureau shall, as a condition of continued employment, obtain or maintain a current and valid State of Ohio certification as a fully trained and qualified Emergency Medical Technician-Basic.

Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a Member's Ohio driver's license and insurability, the Township reserves the right to examine the licensing status and driving record of a Member, and the Members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

The Township and the Union mutually agree that the Township shall not alter the Ohio residency requirement set forth above during the term of this Agreement.

**Section 2. Loss of Certifications and/or Licenses.** Except as otherwise provided in Section 3 below, a Member who, for any reason whatsoever, fails to obtain or maintain the minimum qualifications for the Member's position as set forth in Section 1, above (i.e., current and valid Ohio driver's license, firefighter certification, paramedic certification and/or insurability under Township insurance), shall constitute a failure to maintain the minimum qualifications for the Member's position, and shall be grounds for and result in the immediate termination of the Member's employment with the Township.

**Section 3. Temporary Loss of Licenses or Certifications.** The temporary loss of a required license or certification shall not constitute a failure to maintain minimum qualifications under this Article. For purposes of this Article, the temporary loss of a required license or certification shall be a loss of such license or certification for a period of ninety (90) days or less commencing on the date the Member first receives notification of inactive status or loss of license and/or certification. A loss of a required license or certification for a period of more than ninety (90) days shall constitute a failure to maintain the minimum qualifications for the Member's position. An extension of up to sixty (60) days may be granted by the Fire Chief, provide that reinstatement of the lost license or certification is pending. A Member who has a temporarily loss of a license or certificate, which results in them being unable to perform their normal duties, and for which reasonable accommodation can not be made, may be placed on unpaid leave until such time as the licenses or certificate is reinstated. Members may use vacation or other earned time (not sick leave) in lieu of unpaid leave with prior approval of the Fire Chief.

## **ARTICLE IV**

### **PROBATIONARY PERIODS**

**Section 1. Probationary Period.** Upon appointment, each Member will be required to successfully complete a one (1) year probationary period. The probationary period will begin on the first day for which a Member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35, et seq., a

probationary Member may be terminated at any time during this probationary period at will and without just cause and shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such termination in a court or any other tribunal or body.

**Section 2. Promotional Probationary Period.** A newly promoted Member shall be required to successfully complete a six (6) month promotional probationary period in the Member's newly appointed position. The probationary period for a newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member subject to a promotional probationary period may, at the discretion of the Board of Trustees upon the recommendation of the Fire Chief, be returned to the Member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

**Section 3. Optional Extension of Probationary Period.** The Township, through its Board of Trustees and upon recommendation of the Fire Chief, may, from time to time and in its sole and absolute discretion, extend a Member's probationary period beyond the term set forth in Sections 1 and/or 2 of this Article. In the event of such optional extension, the affected Member shall continue as a probationary Member for such time or times as agreed to by the parties, without interruption of Step progression. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause, and the affected Member shall have no recourse to the grievance procedure concerning probationary termination, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body. Likewise, during an optional extended promotional probationary period, the affected Member may be returned to the Member's former rank and salary if service at any point is unsatisfactory, as determined in the sole and absolute discretion of the Board. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body. In each case, the extension of a probationary period shall not exceed a period of 12 additional months for new hires or 6 additional months for promotions.

## **ARTICLE V**

### **DEDUCTIONS**

**Section 1. Dues Deduction.** The Township agrees to deduct regular Union Membership dues, as certified by the Union to the Township, bi-weekly from the payroll check of a Member. The Township shall not be obligated to make any of the foregoing deductions from the pay of any Member who, during the particular month involved, shall have failed to receive sufficient wages to make all other required deductions. If a deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the Township and presented to the Township Fiscal Officer. (A copy of the

Payroll Deduction Form is attached as Attachment A.) The Township agrees to furnish to the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month. Nothing herein shall prohibit Members covered by this Agreement from submitting dues directly to the Union.

**Section 2. Other Payroll Deductions.** In addition to those deductions the Township is required to make pursuant to applicable State and Federal law (i.e. child support, deferred compensation), a Member may request one additional payroll deduction be made by the Township, with all such requests being subject to final approval by the Township Fiscal Officer, in their sole and absolute discretion. Any decision denying a Member's request for an individual payroll deduction shall not be grievable. No payroll deductions will be authorized unless the entities and/or organizations to which payment is requested are capable of accepting payment by electronic transfer (i.e. payments will not be sent by written check). Furthermore, Members will be responsible for any processing fees and/or assessments associated with an individual payroll deduction that are charged by an entity or organization. The Township shall not be obligated to make any of the foregoing deductions (including dues and/or fair share) from the pay of any Member who, during the particular month involved, shall have failed to receive sufficient wages to make all other required deductions. If an additional payroll deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the Township and presented to the Township Fiscal Officer.

**Section 3. Medical Flexible Spending Reimbursement Accounts.** The Township will continue to offer Members the opportunity to participate in a Tax Deferred Medical Flexible Spending Account by payroll deduction through a third party provider selected by the Township, in their sole and absolute discretion. Medical Flexible Spending Accounts are governed by the rules set forth in Internal Revenue Code, Section 125 and any other rules and regulations adopted by the Township. Members shall have no additional costs to participate in a Tax Deferred Medical Flexible Spending Account other than that of what a Member elects to defer into the plan. Members shall cooperate with the Fiscal Officer and sign any forms or documents deemed necessary by the Fiscal Officer in order to administer and/or carry out the plan.

**Section 4. Fair Share Fee.** Each person who is a bargaining unit Member on the date of this Agreement or who becomes a Member during its term shall maintain Membership in the Union for the duration of the Agreement or, in lieu thereof, pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09(C) of the Ohio Revised Code. Such fair share fee shall be deducted by the Township from the earnings of such non-Member employees once each month, and paid to the Union in accordance with this Article. The Treasurer of the Union shall certify to the Township the amount which constitutes said fair share fee, which amount shall not exceed the dues and financial obligations uniformly required by Members of the Union, as well as the name(s) of the non-Member employee for whom such a deduction is to be made and the date the deduction(s) is to commence. The fair share fee shall be subject to a Union rebate procedure meeting all requirements of State and Federal law.

**Section 5. Processing.** The Township shall be relieved from making an individual "check-off" of dues deductions or any additional requested deduction by a Member upon a Member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) unpaid leave of absence; (4) layoff from work; (5) failure to timely submit and/or revocation of the check-off authorization by a Member; (6) a Member's lack of sufficient funds; or (7) resignation by the Member from the Union. In addition, the rate at which dues, fair share fees or any additional payroll deduction are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union (or by the individual Member for an individual payroll deduction) during the first week in January of each calendar year. Any changes in the rate at which dues, fair share fees or any additional payroll deduction are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union (or by the individual Member for an individual payroll deduction) at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to initiating a dues, fair share or individual payroll deduction request or prior to making any changes in an individual's dues deductions, fair share fees or individual payroll deduction. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fair share fees or any additional payroll deduction requested by a Member. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties further agree that neither the Members nor the Union shall have a claim against the Township for errors in the processing of any deduction, unless a claim of error is made to the Township in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the deduction would normally be made by deducting the proper amount.

**Section 6. Union Indemnification.** The Union hereby agrees that it will indemnify and hold the Township, its Board of Trustees, Township Fiscal Officer and its officials, officers, agents and employees, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, costs or any other form of liability and/or expense, including the defense thereof, which arises out of or is in any way connected with any deduction (whether for dues, fair share fees or any other requested deduction by a Member) made or required to be made by the Township under this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## ARTICLE VI

### MANAGEMENT RIGHTS

**Section 1. Retention of Management Rights.** The Township retains the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. The Township specifically retains the rights and responsibilities set forth in Section 4117.08(C) of the Ohio Revised Code 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force; (Staffing)
- G. Determine the overall mission of the Township as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent so limited.

**Section 2. Work Rules.** The Union recognizes and agrees that the Township has the right and authority to promulgate, revise and/or enforce rules and regulations governing the operations of the Department and the conduct of Department personnel. While the Union may make recommendations to the Township with respect to such matters, it is, however, understood and agreed that the Township has the sole and exclusive right and authority to promulgate, revise and/or enforce all and any portions of any Department manuals including, but not limited to, the work rules, regulations,

policies, procedures and directives, and any recommendations made by the Union shall be deemed advisory only, and not binding upon the Township. Work rules will be applied uniformly, taking into consideration the surrounding circumstances.

The Labor Management Team will be given an opportunity to meet to review, comment and provide alternatives to any changes to department rules, regulations, policies or procedures prior to their implementation, except for changes that address health and safety issues or changes required by law. Such review must be completed within seven (7) days from the time the Union is notified of such changes. In the case of health or safety issues, the Labor Management team will review these changes within seven (7) days after implementation. The failure of the Labor Management team to meet and review changes within seven (7) days shall be construed as concurrence with the change and no further action will be taken.

**Section 3. Members Copy of Fire Department Policies.** The Township will maintain one current copy of the Systems Manual and SOG's at each fire station. Any updates or changes will be made and maintained by an officer at each station as designated by the Fire Chief, in his discretion. Furthermore, the Township agrees that the Fire Chief or his designee will advise Members of any changes within the Fire Department SOG's and Systems Manual by a written or electronic check off system as determined by the Township, at their discretion.

**ARTICLE VII**

**ANNUAL PAY SCALE**

**Section 1. Wages.** Effective January 1, 2016, the following annual salaries are hereby established as the annual wage plan for the period January 1, 2016 through December 31, 2016:

**Annual Salary**

1st yr Firefighter	\$44,155.00
2nd yr Firefighter	\$50,990.00
3rd yr Firefighter	\$58,198.00
Top Firefighter	\$78,852.00
Lieutenant	\$86,737.00
Captain	\$95,411.00
Fire Marshal	\$95,411.00

Effective January 1, 2017, the following annual salaries are hereby established as the annual wage plan for the period January 1, 2017 through December 31, 2017:

**Annual Salary**

1st yr Firefighter	\$45,480.00
2nd yr Firefighter	\$52,520.00
3rd yr Firefighter	\$59,944.00
Top Firefighter	\$81,218.00
Lieutenant	\$89,340.00
Captain	\$98,274.00
Fire Marshal	\$98,274.00

Effective January 1, 2018, the following annual salaries are hereby established as the annual wage plan for the period January 1, 2018 through December 31, 2018:

**Annual Salary**

1st yr Firefighter	\$46,844.00
2nd yr Firefighter	\$54,096.00
3rd yr Firefighter	\$61,742.00
Top Firefighter	\$83,655.00
Lieutenant	\$92,021.00
Captain	\$101,223.00
Fire Marshal	\$101,223.00

It is specifically understood that Members are paid on the basis of an annual salary payable by dividing the salary by the number of biweekly pay periods occurring during the applicable year. Although there are normally 26 biweekly pay periods in a year, it is understood that in those years containing 27 biweekly pay periods, the annual salary will be divided by and payable over 27 pay periods.

**Section 2. Step Advancement.** Original appointment at the rank of Firefighter shall be made at the first Step. Advancement from the original appointment to the next succeeding Step shall be made after twelve (12) months of continuous active service. Advancement from the succeeding Step to the remaining Steps shall be by one (1) year intervals of continuous active service. Notwithstanding the foregoing, the Board of Trustees, at their discretion, may upon recommendation from the Fire Chief, make an original appointment at the rank of Firefighter at the second Step. Minimum requirements for this appointment shall be 5 years continuous full time service with a combination fire and EMS department, or has equivalent direct positional experience for the position. When a Member advances to a higher Step, the increase in salary shall occur on his applicable anniversary date. When a Member is promoted to a higher rank, his pay rate shall be changed to the rate provided for that rank on the effective date of the Member's promotion.

## **ARTICLE VIII**

### **WORK WEEK**

Members assigned to work on a platoon shall be scheduled to work a twenty-four (24) hour shift followed by forty-eight (48) hours off duty, with an average of fifty-six (56) scheduled hours per week and a typical work year of 2,912 hours. Members may also be assigned to work a forty (40) hour work week based on consecutive work days and consecutive days off and a typical work year of 2,080 hours. For Members assigned to a 40 hour work week, the start time and consecutive days worked shall be determined by the Fire Chief. The typical 40 hour work week will be Monday through Friday 0800-1600 hours. Start times and days worked may be adjusted to better accommodate the work assignment. Adjustments maybe made at the request of the Member or by the Fire Chief. The Fire Chief shall have final approval of any work schedule adjustments. The platoon shift and work week assignments shall be assigned and scheduled by the Fire Chief. Members shall also work at such other time or times as may be directed by the Fire Chief.

## **ARTICLE IX**

### **OVERTIME**

**Section 1. Work Periods.** The Township may, from time to time, establish the regularly scheduled work hours and work periods for Members. Unless otherwise directed by the Fire Chief, work schedules will ordinarily be arranged so that normal work schedule of Members averages fifty-six (56) or forty (40) hours per week. In cases

deemed necessary by the Fire Chief, Members shall work at such other and/or additional times as directed by the Fire Chief. The established work periods and the amount and rate of overtime for Members shall be calculated in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder, and will apply as follows:

- A. **Forty-Hour Members.** Forty-hour Members shall be compensated at straight time rates for all hours worked, except that all hours worked in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half (1½). For the purpose of calculating overtime compensation, such compensation shall be based upon hours actually worked while in paid status. Except as hereinafter modified, the term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Secretary of Labor. The term "paid status" shall include work hours as well as hours in paid status while on approved paid leaves except sick leave. In addition, call-in hours ("unscheduled hours worked") shall be paid at the rate of one and one-half times a Member's regular hourly rate of pay regardless of whether a Member actually works the Member's scheduled 40 hours. No Member shall be paid for overtime work which has not been authorized by the Fire Chief or the Fire Chief's designee.
- B. **Platoon Members.** Members working an average fifty-six (56) hour work week on a three (3) platoon system will ordinarily be scheduled on a twenty-one (21) consecutive day work period and would be compensated at the rate of one-half (1/2) time in addition to the straight time rate already paid for actual hours worked in excess of one hundred fifty-nine (159) hours through one hundred sixty-eight (168) hours in a work period, and at the rate of one and one-half (1 1/2) times the Member's hourly rate for actual hours worked in excess of one hundred sixty-eight (168) hours in a work period. For the purpose of calculating overtime compensation, such compensation shall be based upon hours actually worked while in paid status. Except as hereinafter modified, the term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Secretary of Labor. The term "paid status" shall include work hours as well as hours in paid status while on approved paid leaves except sick leave. No Member shall be paid for overtime work which has not been authorized by the Fire Chief or the Fire Chief's designee.

In addition, call-in hours ("unscheduled hours worked") shall be paid at the rate of one and one-half times a Member's regular hourly rate of pay for all unscheduled hours worked by the Member

- C. **No Pyramiding; Substitution (Trading of) Time.** There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require

the payment of overtime and/or other premium pay more than once for the same hours worked. In addition, any hours actually worked because of schedules or assignments being changed at the request of a Member, or trading days at the sole option and by mutual consent of a Member with the prior approval of the Fire Chief, shall be excluded from the hours for which the Member is entitled to overtime compensation, and the Township shall not incur or be responsible for any overtime costs as a result of such activities. Payment of overtime will ordinarily be made, if practicable, on either the biweekly pay period following the end of the applicable work period or the next following biweekly pay period.

- D. **Hourly Rate.** References contained elsewhere in the Agreement which refer to or imply an hourly rate (such as for those contained in Article XV "Holidays" and Article XVI "Sick Leave") will be that rate calculated by dividing the Member's annual salary set forth in Article VII by either 2,912 for platoon Members or by 2,080 for forty-hour Members.

**Section 2. Exempt Personnel.** Notwithstanding anything to the contrary contained herein, Fire Department personnel who are determined to be exempt employees under the Fair Labor Standards Act and the regulations promulgated thereunder shall not be entitled to overtime compensation.

**Section 3. Call-In Pay.** Members may be required to work such time or times outside their regularly scheduled duty hours as directed by the Fire Chief or his designee. Except as otherwise hereinafter provided, when a Member is called back for work by an appropriate supervisor on hours not abutting the Member's regular shift hours (excluding off duty fire runs), the Member shall be paid or credited with a minimum of four (4) hours at the appropriate rate of pay. Notwithstanding the foregoing, this provision shall not apply to staff meetings called by the Fire Chief or his designee, or to training sessions of any kind whatsoever. Members called back for work to respond to a fire and/or emergency recall run shall be paid or credited with a minimum of two (2) hours at the appropriate rate of pay. Members working special duty shall be paid for all hours actually worked, with a minimum of three (3) hours at the appropriate rate of pay.

**Section 4. Compensatory Time.** In lieu of payment for overtime worked, a Member may elect to receive compensatory time off. A Member may not accumulate more than four hundred and eighty (480) hours of compensatory time. Any Member who accumulates more than four hundred and eighty (480) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of four hundred and eighty (480) hours. Compensatory time will be credited at the rate of two (2) hours of compensatory time for each one (1) overtime hour worked.

**Section 5. Use of Compensatory Time.** Compensatory time off may be taken at such time or times at the discretion of and as approved by the Fire Chief. The use and scheduling of compensatory time shall be conducted in the same manner as provided for in Article XV for scheduling and use of vacation time.

**Section 6. Compensatory Time Payout.** A Member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the Member at the time of separation.

**Section 7. Survivor Benefits.** If a Member dies while employed with the Township in paid status, any accrued but unused compensatory time to the Member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the Member at the time of death.

**Section 8. Substitution (Trading) of Time.** If a platoon Member, with the approval of each Member's supervisor and solely at the Member's option, agrees to substitute during scheduled work hours for another Member of the same rank, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work.

## **ARTICLE X**

### **CONTINUOUS SERVICE TO NORWICH TOWNSHIP**

**Section 1. Payment.** A qualifying Member shall receive a continuous service credit based upon the Member's number of consecutive years of active service with the Department as a permanent, sworn, full-time firefighter or officer, which credit shall be issued in the following manner:

<b><u>Completed Consecutive Years of Continuous Active Service</u></b>	<b><u>Annual Amount</u></b>
After 5th thru 9th year	22 hours
Begin 10th thru 14th year	26 hours
Begin 15th thru 19th year	35 hours
Begin 20th thru 24th year	44 hours
Begin 25th year and over	52 hours

The above hours shall be credited to the Members holiday time by January 15<sup>th</sup> of each year. This time may be taken as time off or in pay in accordance with the current holiday policies.

**Section 2. Repayment.** If a Member receives continuous service credit and subsequently leaves the employ of the Township for any reason whatsoever, prior to the Member's actual anniversary date in the calendar year for which payment is received, the Member shall immediately repay the Township the prorated amount of the longevity payment made to the Member. This prorated amount will be based on a 1:12 scale per fully completed calendar month since the Member's last anniversary date. To illustrate, if a sixteen year Member with an initial hire date of June 2, decides to leave employment

with the Township on March 29<sup>th</sup>, that Member will owe the Township three twelfths (3/12) of his continuous service time. Repayment for this example would be equal to 11.25 hours of time. The amount owed to the Township may be deducted from the Member's wages and/or any other monies otherwise owed to the Member, and the Township is hereby authorized to make such a deduction. Upon the Townships request, the Member shall sign an Authorization Form in favor of the Township authorizing this deduction. In all cases, the Member shall be responsible for the immediate repayment of the amount owed to the Township.

## ARTICLE XI

### CLOTHING ALLOWANCE

**Section 1. Uniform Allowance.** The Township shall provide all sworn, regular, full-time firefighters, within the first year of appointment, a Dress Uniform and Duty Uniform. Dress Uniform shall consist of: (1) jacket; (1) pant; (1) shirt; (1) hat; (1) tie; hat badges. Duty uniform shall consist of: (5) shirts; (5) pants; (5) golf shirts; (1) jacket; (1) belt; (1) pair of shoes; (5) night tee-shirts; (1) long sleeve tee-shirt; (2) job shirts; (1) workout shorts; (1) windbreaker; (1) winter hat, and (1) parka. On January 1 of each calendar year during the term of this Agreement, Members will be credited with an annual uniform allowance credit in the amount of \$800.00 for purposes of purchasing required uniforms and parts. The Fire Chief shall have the authority to specify the uniform requirements for the Department. Members shall purchase required uniforms and parts at such place(s) as may, from time to time, be designated by the Fire Chief. Furthermore, there shall be no carryover of any uniform credit into a following calendar year and Members shall not be entitled to payment of any unused portion of the uniform credit.

**Section 2. Turn Out Gear.** The Township will continue to provide required turn out gear.

**Section 3. Termination.** Upon termination, Members shall return to the Department all required uniforms, parts, equipment, turn out gear, dress uniforms, badges, Township issued identification cards and other property furnished or paid for by the Township in good condition, less ordinary wear and tear.

**Section 4. Personal Property.** In the event that a Member's personal property is damaged in the line of duty the Township will repair or replace the item at no cost to the Member. For the purpose of this section personal property shall be limited to prescription glasses, prescription contacts, dentures and wrist watches. Damaged items shall be presented to the Fire Chief and along with a claim for the loss. All claims are limited to a maximum of \$300.00 per claim. Other jewelry or personal items such as cellular phones are not covered by this section.

## ARTICLE XII

### SCHOOLING

**Section 1. Tuition Credit.** Members who have completed one (1) year of continuous active service may be eligible for reimbursement of one-half (1/2) of the tuition costs, up to a maximum of \$3,000.00 per calendar year, for course work leading to an advanced associates or bachelors degree voluntarily undertaken and that is approved in advance by the Fire Chief and is directly related to Fire Science, Emergency Medical Services, Public Administration or Business administration. Job relatedness will be determined by the Fire Chief in his sole and absolute discretion. All courses taken must be given by an approved and accredited educational institution in Ohio. In addition to the remaining Sections in this Article, the course tuition program shall be subject to the following additional conditions:

- A. **Course Approval.** All course work and the educational institution shall be approved in advance by the Fire Chief. The Member's request for approval shall be submitted to the Fire Chief in writing and shall contain the name and description of the proposed course, the educational institution, the grading policy for the proposed course, the scheduled locations, times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the Member. Unless otherwise directed by the Fire Chief, the Member shall make such request at least thirty (30) days before the start of the course.
- B. **Attendance.** Course work is to be taken on other than scheduled working hours. Furthermore, any situation which requires a Member's presence on the job (i.e., mandatory classes, training, emergency, overtime or the like) shall take complete and final precedence over any times scheduled for courses.
- C. **Financial Assistance.** Financial assistance from any governmental or private agency available to a Member shall be deducted in the entire amount from the tuition credit the Member may otherwise be eligible for under this Article.
- D. **Ineligible Fees.** No payment will be made for books, paper or other supplies of any nature, transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course work.
- E. **Ineligible Course.** The purpose of this Article is to afford educational opportunities to Members in areas that are job related and approved by the Fire Chief. Seminars and conferences shall be ineligible for tuition reimbursement.

- F. Grades.** No reimbursement shall be made or considered due for any course work in which the Member receives a grade less than a B-. Courses having no grading scale (such as pass/fail) shall be ineligible for reimbursement unless such classes are a part of a formal degree program.
- G. Decisions.** All decisions approving or disapproving a Member's request for tuition reimbursement are within the sole and absolute discretion of the Fire Chief, and a decision approving or disapproving such request shall not be grievable.

**Section 2. Reimbursement Procedure.** Reimbursement will be made within a reasonable period of time after the Member presents to the Fire Chief (a) an official transcript, certificate or grade report confirming the successful completion of the course with a grade of B- or better; (b) a fee statement; and (c) a receipt of payment or copy of the unpaid tuition bill from the educational institution.

**Section 3. Repayment of Tuition Credit.** If a Member retires, resigns, is discharged or otherwise separates from Township service for any reason whatsoever prior to the completion of one (1) year of continuous active service following the completion of any course work, the Member shall immediately repay the entire amount of the tuition paid by the Township for courses taken and completed within the previous one (1) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the Member from the Member's wages and/or any other monies otherwise due the Member. Upon the Townships requests, Members shall sign an Authorization Form in favor of the Township reflecting this deduction.

## **ARTICLE XIII**

### **HOLIDAYS**

**Section 1. Holidays Recognized.** Norwich Township recognizes the following legal holidays which shall occur at the following times:

New Year's Day, January 1  
Martin Luther King Day, the 3rd Monday in January  
Presidents' Day, the 3rd Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veterans' Day, November 11  
Thanksgiving Day, the 4th Thursday in November  
Christmas Day, December 25

**Section 2. Holiday Time.** Members will be entitled to a credit of ninety-six (96) hours of holiday time for the holidays listed in Section 1, above. The credit and use of holiday time shall be in accordance with the following provisions:

- A. **Crediting of Holiday Time.** On the first day of January following the Member's initial hire date, the Member shall be credited with the number of holiday hours earned since the Member's initial hire date. This credit will be available for use by the Member during the calendar year following the Member's initial hire date.
  
- B. **Use and Scheduling of Holiday Time.** The proposed use of holiday time shall be scheduled in advance with and is subject to the prior approval of the Fire Chief or his designee. The use and scheduling of holiday time shall be conducted in the same manner as provided for in Article XV for scheduling and use of vacation time.
  
- C. **Payment for Unused Holiday Time.** Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited. A Member shall submit to the Fire Chief, in writing, a request for any holiday time desired to be used through the end of the year. A Member may file a request, on the approved form, for payment of unused and/or unscheduled holiday time. Such payment for the unused and unscheduled time shall be based upon the Member's regular hourly rate as of that pay period. A Member who intends to terminate employment with the Township by means of resignation for any reason whatsoever shall provide the Fire Chief with at least two (2) weeks prior written notice of the Member's intended resignation. A Member providing the requisite two (2) week notice will be paid for any credited holiday time. Members who fail to provide the Fire Chief with the required two (2) week notice shall not be entitled to be paid for any credited holiday time. If a Member dies while in active service with the Township, any credited time shall be paid to the surviving spouse; otherwise, to the estate of the deceased Member. Members removed from Township service during a probationary period or pursuant to Ohio Revised Code Sections 505.38 and 733.35 et seq. shall not be entitled to be paid for any credited holiday time.

## **ARTICLE XIV**

### **SICK LEAVE**

**Section 1. Sick Leave Accrual.** Except as set forth below, a Member shall accrue sick leave with pay at the rate of 11.08 hours for each fully completed bi-weekly pay period in which the Member is in active and paid status with the Township. If a Member uses any amount of sick leave during a bi-weekly pay period, the Member shall not be entitled to accrue and/or accumulate any additional sick leave time for the bi-weekly pay period in which sick leave is requested and used. Moreover, if a Member is

absent for thirty (30) consecutive calendar (not duty) days as a result of the use of sick leave (or forty-five (45) consecutive calendar (not duty) days as a result of a combination of sick leave and any other form of approved, paid leave), then the following shall occur:

- A. Holidays occurring during such time shall be deducted from the Member's holiday credit without pay or compensation therefore and, in the event of any deficiency, the Board may, at its option, deduct such holiday time from unused vacation time and/or sick leave; and
- B. The Member shall not be entitled to any funeral leave while on sick leave.
- C. The Member shall not be entitled to accumulate additional sick leave time during this period.

If, after such thirty (30) day period, the Member returns to work, such Member shall thereafter be entitled to the foregoing benefits upon such return only after such Member has actually worked a full and complete Shift.

**Section 2. Accumulation of Sick Leave.** Sick leave may accrue and be accumulated and carried over from year to year; provided, however, that sick leave may only be accumulated up to a maximum amount of three thousand two hundred (3,200) hours. Any Member having sick leave in excess of the maximum allowable amounts for any given calendar year as listed above shall not be paid for those excess hours and such hours shall be forfeited without pay.

**Section 3. Use of Sick Leave.**

- A. When sick leave is used, it shall be deducted from the Member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave with pay may be granted only upon the approval of the Fire Chief for the following reasons:
  - 1. Sickness of the Member where such sickness renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant Member, where such condition renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the Member's pregnancy.
  - 2. Injury to the Member where such injury renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the Member's employment with the Township.

3. Medical, dental, or optical consultation or treatment of the Member when the same cannot be obtained during off duty time, provided that the Member schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the Member's return to duty, the Fire Chief may require the Member to furnish a certificate from the doctor confirming the Member's attendance at the consultation or treatment.
  4. Sickness or injury of a person of the Member's immediate family residing in the Member's household which urgently requires the presence of the Member at home. Once the initial emergency is over, sick leave will not be granted merely because continuing care is desired. Members shall be granted no more than seventy-two (72) hours in any calendar year for sickness in the immediate family requiring the presence of the Member at home; provided, however, that in cases of the birth of a Member's child, Members may be granted up to an additional forty-eight (48) hours in any such calendar year if needed for such event. A Member assigned to a 56 hour work week who uses forty-eight (48) or more consecutive hours, or a Member assigned to a 40 hour work week who uses forty or more consecutive hours of sick leave pursuant to this Article XIV Section 3 A (4) (for the care of a Member's immediate family) shall be required to furnish a medical certificate from a licensed practitioner to verify this use of sick time.
  5. Quarantine of a Member because of exposure to a contagious disease or chemical spills. The Member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick leave.
  6. In the event a Member uses all injury leave time, and is still unable to return to duty, the Member may, with the approval of the Board of Trustees, use any sick leave and vacation time to which the Member is otherwise entitled.
- B. When sick leave is used, the Member shall notify the on duty shift commander and/or such other person(s) as the Fire Chief may, from time to time, designate, of the Member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall occur no later than one (1) hour prior to the start of the Member's assigned shift.
- C. If a Member's illness or injury results in a Member exhausting such Member's sick leave balance, the Member may apply to either the Board

of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, Members unable to return to full duty may also be subject to removal by the Board.

- D. Members failing to comply with any rule or regulation dealing with the use of sick leave may be refused payment for time otherwise taken as sick leave.

**Section 4. Certification of Sick Leave.** Notwithstanding anything to the contrary contained herein, the Fire Chief or the Board of Trustees may, from time to time, require evidence as to the adequacy of the reason for any Member's absence during the time for which sick leave is requested, including, a medical certificate from a licensed practitioner designated and paid for by the Township verifying proper use of sick leave pursuant to the provisions hereof. Unless otherwise directed by the Fire Chief, sick leave usage of two (2) consecutive duty days (five (5) consecutive duty days for Members assigned to a 40 hour week) shall require a medical certificate from a licensed physician verifying the proper use of sick leave and clearing the Member's return to duty. This medical certification shall be given to the Fire Chief on the first day the Member returns to duty. In all cases, a Member will be required to furnish a written, signed statement to justify the use of sick leave. Furthermore, a Township representative and/or designee may, at any time, call upon a Member at such Member's home or other place of confinement or convalescence while the Member is absent from work based upon a claim of sick leave use.

**Section 5. Abuse of Sick Leave.** Sick leave is a privilege and falsification of a written request, physician's excuse or any other false statement, as well as any abuse of sick leave, may be grounds for severe disciplinary action. As previously noted, the Township may, at any time and from time to time, require a medical examination of any Member whose illness or injury is used as a basis for a sick leave request. In addition, or in the alternative, a Township representative and/or designee may call upon a Member at such Member's home or other place of confinement or convalescence while the Member is absent from work based upon a claim of sick leave use.

- A. In the event that a Member is suspected of abusing sick leave, the Township may require the Member to justify the Member's use of sick leave by obtaining a physician's certificate, at Township expense, from a physician designated by the Township. In addition, or in the alternative, the Township may require the Member to provide a physician's certificate from the Member's own doctor and at such Member's own expense, or other verification of illness or injury acceptable to the Fire Chief, for the present absence, and any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Grounds for suspicion of abuse shall include, but not be limited to, information received by the Township that the Member is, or was, during any day for which sick leave is claimed:

1. Engaging in other employment;
  2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
  3. Absent from home or place of confinement or convalescence when called or visited by a representative of the Township, except in cases where the Member can produce verification (such as a hospital or medical clinic admission or treatment slip or a dated receipt for the purchase of medicines from a pharmacy or an acceptable explanation) that the Member's absence was for reasons directly related to the treatment of such Member's illness or injury. A failure to answer the telephone when called by a Township representative shall be deemed being absent from home and an actual abuse of sick leave, and shall be grounds for such disciplinary action as may be determined by the Fire Chief;
  4. Using sick leave on a holiday. (If a Member uses sick leave on a holiday and furnishes an acceptable physician's medical certificate in accordance with this Article which satisfactorily verifies proper use of sick leave, then that particular absence shall not be deemed grounds for suspicion of abuse.);
  5. Using sick leave immediately before and/or after a holiday or a Member's use of personal and/or vacation time. (Notwithstanding anything to the contrary, a Member using sick leave in this manner shall provide a certificate from the Member's own doctor, or if directed by the Fire Chief, from a physician designated and paid for by the Township, verifying proper use of sick leave pursuant to the provisions hereof. Failure to provide such a certificate upon the Member's first return to duty shall result in the Member forfeiting, without pay, the sick time so used.)
- B. Actual abuse of sick leave (including, without limitation, failure to answer the telephone when called by a Township representative or verification as to the accuracy of any other ground upon which a suspicion of abuse was based) or falsification of either a written signed statement by the Member or a physician's certificate shall also subject a Member to severe disciplinary action, up to and including discharge.

- C. Any Member who is suspected of abusing sick leave shall be confronted with such suspicion by the Fire Chief and given an opportunity to explain the Member's use of sick leave prior to either disciplinary action or being required to produce a physician's certificate for future absences as set forth above.

**Section 6. Payment for Unused Sick Leave.** Except as otherwise specifically provided herein upon a separation of service, other than retirement or death; a Member shall not be entitled to receive any payment for any unused sick leave. If a Member separating service has completed fifteen or more years of continuous full time service, with the Township, they will be entitled to receive payment for one-eighth of any accrued but unused sick leave. Upon retirement from active service with the Township or upon death while employed by the Township, a Member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for the value of the Member's accrued but unused sick leave, provided that the maximum amount paid shall not exceed the value of seven hundred twenty-five (725) hours of such leave, which payment shall be based upon the Member's hourly rate of pay at the date of retirement or death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the Member.

**Section 7. Extended Sick Leave.** Approved extended sick leave shall be defined as any prescheduled sick leave that is greater than three (3) shifts of duty. Approved extended sick leave starts with the first duty shift after written notification is presented to the Fire Chief. This notification shall include a statement from the Member's Health Care Provider. Extended sick leave shall be subject to all of the provisions of this Article XIV.

**Section 8. Wellness Incentive.** For each full calendar year in which a Member does not use any sick leave, excluding sick leave hours that may be deducted from the Member's sick leave time for the purposes of Funeral Leave as defined in Article XXVI, Section 5, or for time off for the birth of a Member's child as defined in Article XIV, Section 3 (A) 4, such Member shall receive twenty-four (24) hours of pay in January of the following calendar year, with such payment being based upon the Member's regular hourly rate as of December 31<sup>st</sup> of the prior calendar year.

## **ARTICLE XV**

### **VACATION**

**Section 1. Accrual of Vacation Time.** Beginning on January 1st of the calendar year following the Member's initial date of hire and continuing through December 31st of that year (and continuing likewise for each calendar year thereafter) such Member shall be credited with the applicable number of vacation time hours listed on Attachment B, and commencing on the next following January 1st, vacation time shall accrue on a calendar year basis and be credited on each January 1st in accordance with the aforesaid Attachment B.

Pursuant to Ohio Revised Code Section 9.44, for Members with previous government service with another township, those previous years of service shall be used in figuring the Member's accrual amount of vacation time. Such previous service shall be used only in figuring the amount of time off and not in the seniority on scheduling of time off.

**Section 2. Use of Vacation Time.** Vacation time shall be taken at such time or times at the discretion of and as may be approved by the Fire Chief or designee. Vacation time may be scheduled only in twenty-four (24) hour blocks (8 hour blocks for 40 hour personnel). Notwithstanding the foregoing, vacation time may be requested for a minimum of four (4) hours (two (2) hours for 40 hour personnel) and in multiple one (1) hour increments thereafter up to (24) hours as an instant request. If the vacation time off is scheduled to begin at 0800, the instant request may be submitted after 1200 hours on the second calendar day before the requested time off. Requests beginning other than 0800 hours, shall be submitted as an instant request any time after 1200 hours the calendar day before the request and before 0900 hours on the day of the requested time off. In the event that two or more Members submit an instant time off request at the same time, the available slot shall be awarded to the most senior Member. However, should one of the requests start at 0800, it shall take precedence over other requests regardless of the length of the request.

**Section 3. Scheduling of Vacation Time.** A Member may take vacation time subject to the following rules:

- A. Vacation preferences shall be scheduled with and are subject to the approval of the Fire Chief, and shall be submitted no later than November 1 through December 31 of each calendar year proceeding the calendar year for which time off is requested, with scheduling preference being given to those Members having the greater number of years of continuous active service with the Township. Each Member will be allowed one scheduling opportunity between November 1<sup>st</sup> and December 31<sup>st</sup> of each year. A scheduling opportunity shall be defined as one shift. If the total amount of Members assigned to each shift exceeds the total amount of shifts between November 1<sup>st</sup> and December 31<sup>st</sup>, then the time frame will be extended by one shift per additional Member in excess of the number of shifts. Members shall schedule vacation time in the following order: the annual vacation amount credited to each Member shall be scheduled first; any vacation carry-over amount from the preceding year shall be scheduled second; and any compensatory time and/or holiday time shall be scheduled last. Notwithstanding the foregoing, the scheduling of all compensatory time shall occur after January 1st of each calendar year; or after all Member's have had a scheduling opportunity unless the compensatory time request is an instant request and follows the same definition as outlined above in Section 2 of this Article.

- B. Scheduled vacation preferences may be changed, provided, that such change does not result in changing, altering, or otherwise affecting the previously scheduled vacation preference of any other Member;
- C. A Member who fails to schedule his vacation preference on or before January 18<sup>th</sup> may, subject to the approval of the Fire Chief, schedule his vacation after such time. However, such scheduling shall not result in any change, alteration, or otherwise affect the previously scheduled vacation preference of any other Member.

**Section 4. Denial and/or Cancellation of Vacation.** Notwithstanding anything to the contrary contained herein or elsewhere, in emergency types of situations and those involving unforeseen and/or substantially changed circumstances such as those outlined in Article XXXI Section 1, the Fire Chief shall have the authority to modify the number of personnel that may be off at any one time, while said situation and/or circumstance exists. Those Members who have had their vacation denied and/or canceled by the Fire Chief as a result of such situation or circumstance will have the ability to carry over the same number of days denied and/or canceled by the Fire Chief into the next following calendar year.

**Section 5. Carryover of Vacation Time.** A Member assigned to a fifty-six (56) hour work week shall be able to carry-over up to one hundred twenty (120) hours of each year's credited vacation into the following year. A Member assigned to a forty (40) hour work week shall be able to carry-over up to eighty (80) hours of each year's credited vacation into the following year. Any vacation accrued in excess of this limit which is unused at the end of a year shall be forfeited without pay. Notwithstanding the foregoing, any Member who is unable to use scheduled vacation time while on approved injury leave with pay as defined in ARTICLE XVI Section 1, or approved extended sick leave as defined in ARTICLE XIV Section 7; may carry-over up to two hundred forty (240) hours of each year's credited vacation into the following year for those Members assigned to a fifty-six (56) hour work week and one hundred sixty (160) hours of each year's credited vacation into the following year for those Members assigned to a forty (40) hour work week.. If any amount of the Member's lost vacation time remains unused after one (1) calendar year of that Member returning to regular duty; the remaining unused vacation time will be forfeited without pay.

**Section 6. Payment for Unused Vacation Time.** Upon a break in service, payment for the unused vacation time credited to a Member for the calendar year in which the break occurs shall be made to such Member, with payment being based upon the Member's regular hourly rate at the time of the break in service.

## ARTICLE XVI

### INJURY LEAVE

**Section 1. Injury Leave with Pay.** A Member shall be granted injury leave with pay not to exceed six (6) months (meaning, for those Members working an average fifty-six (56) hour work week, a maximum amount of 1,456 hours of regularly scheduled work or, in the case of those Members working an average forty (40) hour work week, a maximum amount of 1,040 hours of regularly scheduled work) for each service connected injury or service connected disease, provided that such injury is reported to the Member's immediate supervisor not more than seventy-two (72) hours from the time such injury occurs. Injury leave will be charged at the rate of one (1) hour for each work hour absent. The Board, upon the recommendation of the Fire Chief, may grant additional injury leave with pay when a Member has exhausted the amount of injury leave to which the Member is entitled to under this Article. This extension of time will be dependent on the Member submitting a treatment/rehabilitation plan within 30 days of the injury from the treating Health Care Provider. Further, the Member must update the Fire Chief on a regular basis of the treatment/rehabilitation progress. The timing of these updates will be determined by the Fire Chief based on the treatment/rehabilitation plan. This additional grant shall be subject to such conditions as the Board may determine. Member's who are actively seeking a disability pension as the result of an on duty injury will be granted a reasonable extension in time to process this retirement, provided the Member provides the township a time line for completion of the retirement process and can demonstrate that the retirement was applied for in a reasonable time frame post injury.

**Section 2. Conditions.** The terms "service connected injuries" and "service connected diseases" are defined as injuries or illnesses incurred by the actual performance of duties in the performance of a Member's employment with the Township under such circumstances as would cause such injury to be compensable under the Workers' Compensation Law of the State of Ohio. Injuries occurring other than in a Member's scheduled and paid working hours shall be presumed to be non-service connected. If there is a reoccurrence of a previous service connected injury, as defined by the Bureau of Workers Comp, the Member may be granted injury leave with pay not to exceed the balance of the applicable number of work hours stated above, provided that such reoccurrence is reported to the Member's immediate supervisor not more than seventy-two (72) hours after the time such reoccurrence occurs. Notwithstanding the foregoing, if a Member has returned to full duty after injury leave for a period of not less than twelve (12) consecutive months without any reoccurrences of a previous service connected injury, a Member shall be eligible to receive injury leave with pay not to exceed six (6) months as set forth above in Article XVI, Section 1, if such Member suffers a reoccurrence of a previous service connected injury or illness. For the purposes of this Article, "full duty" shall mean the Member is able to perform the essential functions of their position without any limitations and/or medical restrictions as certified by the Member's and/or the Township's Health Care/Medical Provider. Extension to the injury leave for a reoccurrence will be subject to the same terms as listed above. Injury

leave may only be granted and/or continued upon the approval of the Board of Trustees and such leave shall not be cumulative.

**Section 3. Injury Leave Administration and Reporting.**

- A. A report of the cause of all service connected injuries signed by the immediate supervisor and the Fire Chief shall be submitted to the Board as soon as practicable following the date the injury is reported by the Member. The Board may approve or reject the application, and in doing so, may require the Member to be examined by a physician of the Board's selection. Before any Member who has made application for benefits under this Article is entitled to receive any such benefits, he shall first make application for Workers' Compensation benefits or insurance proceeds from any compensation fund or insurance company to which the Township contributes. Pending a decision by the Board, an injured Member may be carried on sick leave and/or vacation leave, which leave shall be restored to the Member's credit upon certification by the Board that injury leave has been approved.
  
- B. No Member shall be granted injury leave with pay unless authorized by the Board. The Board may, from time to time and in its sole and absolute discretion, require the Member to submit supporting documentation from the Member's attending physician and/or to be examined by a physician appointed and paid for by the Township, in which case, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. The failure to authorize such release shall be grounds for denial of injury leave. If, at any time, in the judgment of the Trustees, the Board, with justification from the Member's attending physician or Health Care Provider, believes that the injury is such that the Member is capable of performing his regular duties or restricted duties during the period of convalescence, the Board shall so notify the Member in writing and deny and/or cancel the injury leave with pay.
  
- C. As a condition precedent to the granting of injury leave, a Member shall immediately make appropriate filings for reimbursement from the Workers' Compensation program, or from any other compensation fund or insurance company to which the Township contributes, for any service connected injuries. If directed by the Township, such filing(s) shall include requests for any available compensatory program designated to compensate workers for lost wages. Thereafter, the Member shall endorse over to the Township, any benefits received therefrom which extend over the same time period for which the Member was paid injury leave. In furtherance of these provisions and in compliance with the rules and

regulations of the Ohio Bureau of Workers' Compensation, a Member shall execute a written agreement reflecting the provisions of this section.

- D. In the event a service connected injury is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the Member shall be charged with all time lost from work against his accumulated sick leave time or, secondarily, against any other forms of accrued paid leave time. If the Member does not have accumulated sick leave and/or any other form of accrued paid leave to cover all or any part of the time off, to and including the date the claim is disallowed, then any monies paid to such Member by the Township as injury leave under this Article shall be repaid by the Member to the Township.

**Section 4. Accrual of Benefits.** A Member who is granted injury leave under the terms of this Article shall not be entitled to funeral leave while on injury leave. Once the Member returns to regular duty, then such Member shall thereafter be entitled to funeral leave.

## **ARTICLE XVII**

### **HEALTH CARE COVERAGE**

**Section 1. Insurance Coverage.** A Member shall have the opportunity to apply for health care, dental, optical and life insurance coverage in accordance with and subject to the terms and conditions as contained herein and in the insurance policies and/or plans therefore as may be maintained, from time to time, by the Township. In the case of a break in service and unless otherwise required or permitted by law, the Township shall comply with the requirements of applicable law as it relates to the continuation of health care plan benefits.

The Township will continue to provide health insurance and benefit plans to all Members. This will be done through a high deductible plan. Member's yearly deductibles shall be \$600.00 for single coverage in network and \$1,200.00 for family coverage in network. The Township agrees that there shall be no increase in the Member's yearly deductible amounts for the duration of this Agreement. The Township also agrees to pay 100% of the cost for insurance premiums for the duration of this Agreement.

The Township shall provide all Members with a life insurance policy in the amount of one hundred thousand dollars. The Township shall pay all premium cost associated with this policy. Members shall have the opportunity to apply for additional life insurance. All premiums for additional life insurance coverage in excess of one hundred thousand dollars shall be paid for by the Member.

The Board of Trustees may change carriers, plans, coverages and/or levels of coverage upon 30 days advance notice to the Union. The Board may create an advisory

committee of Township employees and officers (which will include at least one Union representative) to investigate coverages available for purposes of making an advisory, nonbinding recommendation to the Board. The Board will consider, but is not bound by, any recommendation prior to determining which carrier, plan, coverage and/or levels of coverage the Board determines to provide.

**Section 2. Employee Assistance Program.** The Norwich Township Trustees, The Norwich Township Fire Department, and Local 1723 recognize that an employee or Members of an employee's family can develop personal problems, not always directly associated with the employee's job functions that may adversely affect the employee's job performance and efficiency. These issues may be successfully resolved provided they are identified early and referral is made to the appropriate care and or treatment facility. Such problems may involve but are not limited to substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or family problems; or financial and legal problems. The Township will continue to provide this service to Members.

**Section 3. Health Insurance Opt-out.** Pursuant to a cafeteria plan adopted by the Township pursuant to section 125 of the Internal Revenue Code, in the event that a Member elects not to receive the health care insurance offered by the Township (either "family" or "single" plan), the Member may elect to receive a cash payment equal to twenty-five percent (25%) of the cost of premiums that would, otherwise, be paid by the Township for benefits for the Member under the current health-insurance plan and/or policy presently being offered by the Township. In addition, a Member may also elect receive a single plan in lieu of the family plan. If a Member elects to receive a single plan in lieu of a family plan, the Member may elect to receive a cash payment equal to twenty-five percent (25%) of the difference that would otherwise be paid by the Township for a family plan premium versus a single plan premium. Members shall be paid 1/26<sup>th</sup> of the annual amount of the cash payment per bi-weekly pay period.

All Members electing to receive a cash payment in lieu of health insurance shall comply with all the terms and conditions of any cafeteria plan and applicable resolutions adopted by the Township in order to be eligible for participation. In no event shall any payment to a Member pursuant to this Article exceed twenty-five percent of the costs of premiums (on behalf of both the Member and, if applicable, all eligible dependents) that would otherwise be paid by the Township for a Member under an offered policy, plan or contract. No cash payment in lieu of health insurance shall be made unless the Member (and the Member's spouse in the event the Members elects a single plan in lieu of a family plan), signs a statement affirming that the Member, and if applicable the Member's spouse, is covered under another health insurance policy, contract or plan. The Member shall also provide to the Township the name of the employer that sponsors the coverage, the name of the insurance carrier that provides the coverage, an identifying number of the applicable policy, plan or contract and any other information that the Township reasonably determines is relevant.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

**Section 1. Grievance Defined.** A grievance is a proper allegation by a qualified person, or persons, that there has been a violation of an express provision of this Agreement. However, a grievance shall not include the challenge of a removal, disciplinary reduction in pay and/or rank, or suspension with just cause.

**Section 2. Qualifications.** A grievance may be initiated by an aggrieved Member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Member on behalf of such Member and group of Members who are affected by the same act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any Member without the Member's knowledge and consent. A Member has the right to present grievances and have them adjusted without the intervention of the Union, at the request of the Member, as long as the adjustment is consistent with the terms of this Agreement. If a grievant wishes to be represented by the Union in the processing of the grievance, the grievant shall file a copy of the grievance with a Union steward, along with a written request for Union representation.

#### **Section 3. Jurisdiction.**

- A. This procedure shall be the sole and exclusive remedy for grievances.
- B. All grievances shall be processed at the proper sequential Step in order to be considered at any subsequent Step. Any grievance which is not processed by the grievant within the time limits or in the manner provided shall be considered resolved in favor of management.
- C. A grievant may withdraw a grievance at any point by submitting a written statement to that effect, or by failing to pursue the grievance within the time requirements at any Step in the grievance process. It is the intention of the parties that all time limits in the grievance process be met. To the end of encouraging thoughtful responses at each Step, the time limits at any Step may be extended upon mutual agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limit specified, advance the grievance to the next sequential Step within the applicable time frame.
- D. A grievance may not be filed on any action concerning or relating to the rights retained by the Township which are enumerated in Article VI, hereof.
- E. All grievances shall contain the following information in order to be considered and must be filed using the grievance form (to be obtained

exclusively from the Union) jointly developed between the parties (a copy of which is attached hereto as Attachment C):

1. Aggrieved person's name and signature.
  2. Aggrieved person's classification.
  3. Date submitted to Executive Board of Local 1723.
  4. Date grievance was filed in writing.
  5. Date and time grievance occurred.
  6. The location where grievance occurred.
  7. A description of the incident giving rise to the grievance.
  8. Specific articles and sections of the Agreement allegedly violated.
  9. Desired remedy to resolve the grievance.
- F. Members wishing to process a grievance shall obtain the approved grievance form from the Union. Prior to providing a Member with the grievance form, the Union President or the President's designee shall sign and date the form, thereby documenting that the form was obtained from the Union. Any grievance attempted to be processed without the required signature of the appropriate Union official shall be summarily dismissed and considered resolved in favor of management. A grievance summarily dismissed may not be filed again or otherwise pursued.
- G. For the purpose of computing time, the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article XIII Section 1, hereof, and when an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.
- H. Once a Member or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, the Member and the Union are thereafter precluded from seeking a remedy under this procedure. Similarly, a Member electing to pursue a claim through this grievance procedure shall thereafter be precluded from pursuing such claim through a legal or administrative forum.
- I. In the event a proceeding is commenced under Ohio Revised Code Sections 505.38 and 733.35 through 733.39, then any affected Member shall be precluded from seeking a remedy under this grievance procedure.

- J. At any step of this grievance procedure, the grievant may be represented by a representative of the Union. If any grievants meeting or hearing is held on the grievants and/or representative's duty day, the grievant and/or representative shall be permitted reasonable time, as may be approved by the Fire Chief, to attend the meeting or hearing without loss of pay. The Township shall not incur any overtime expense as a result of this provision.

**Section 4. Executive Board.**

- A. The Executive Board of Local 1723 (the "Executive Board") shall serve as a grievance review committee to review potential grievances and to determine whether or not grievances are valid under this Agreement.
- B. Prior to pursuing a grievance under the implementation Steps set forth in Section 5, below, a grievant having an individual grievance shall first submit the grievance in writing to the Executive Board on the approved grievance form. This written grievance shall be submitted to the Executive Board within seven (7) calendar days after the events(s) giving rise to the grievance occurred. The Executive Board and the Unit Steward shall file the grievance within four (4) calendar days of receipt of the written grievance.
- C. If the grievant processes the proposed grievance using the implementation Steps set forth below without first filing a copy of the proposed grievance with the Executive Board, the grievance shall be summarily dismissed and considered resolved in favor of management.

**Section 5. Grievance Procedure.** The following are the implementation Steps and procedures for the handling of grievances:

- A. **Step 1.** If the Executive Board determines the grievance is a grievable item under this Article, the grievant shall submit the grievance on the approved form containing the Executive Board's approval, within three (3) calendar days after receipt of approval from the Executive Board to the Fire Chief. The Fire Chief shall sign and date the form on the date of the Fire Chief's receipt of it. Within seven (7) calendar days of the Fire Chief's receipt of the grievance, the Fire Chief shall affix a written response to the grievance, date and sign the response, and return it to the grievant. The Fire Chief may retain a copy for the file. Should the Fire Chief fail to respond to the grievance in the allotted time, the grievance shall be considered resolved in the favor of the grievant.

**B. Step 2.**

1. Should the grievant not be satisfied with the answer in Step 1, the grievant may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step 1 response, a copy of the grievance form containing the written responses from prior Step, and any other pertinent documents, to the office of the Board of Trustees.
2. Within forty-five (45) calendar days of the Board of Trustees' receipt of the grievance, the Board or its representative shall submit to the grievant a written response to the grievance. Should the Board of Trustees fail to respond to the grievance, in the allotted time, the grievance shall be considered resolved in the favor of the grievant.
3. Should the grievant not be satisfied with the Trustees' response to the grievance at Step 2, the grievant shall notify the Union President of the grievant's desire to proceed to Arbitration. Should the Union determine to proceed to conciliation with the grievance, the Union President or designee shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within seven (7) calendar days following the date of the Trustees' written response.

**C. Step 3.**

1. Upon receipt of a request for arbitration, the Township and the Union (or their designees) shall, within thirty (30) days following the Board's receipt of the request, meet for purposes of selecting an Arbitrator.
2. The Union shall request a panel of seven names of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt, the parties shall meet for the purpose of selecting the arbitrator. A coin toss will determine who will select first. Each party will in turn strike one name from the list. Parties will alternate striking names from the list, and the last name remaining shall be appointed as the arbitrator.
3. The Arbitrator shall conduct a hearing on the grievance within Thirty (30) days of appointment. The principals of the grievance will be afforded at the hearing an opportunity to present their respective cases.

4. The Arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The Arbitrator shall issue a decision within thirty (30) days after the hearing. The decision shall be in writing. A copy of the signed decision shall be delivered to each party. The Arbitrator may, if available, utilize clerical support through the offices of the Board of Trustees. The Arbitrator shall cause the proceeding to be tape recorded. The hearing may be recorded by a court reporter, with this fee to be paid by the party requesting the same. Either party may separately tape record the proceeding.
5. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The Arbitrator shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to no earlier than fourteen (14) calendar days prior to the date the grievance was presented in writing by the grievant in Step One of the grievance procedure. The question of justifiability of a grievance may be raised by either party before or during the arbitration hearing of the grievance, on the grounds that the matter is not justifiable or beyond the Arbitrator's jurisdiction. Accordingly, the first question to be placed before the Arbitrator will be whether or not the alleged grievance is justifiable. If the Arbitrator determines the grievance is within the purview of justifiability, the alleged grievance will be heard on its merits before the Arbitrator and, if practicable, on the same day that the question of justifiability is finally decided by the Arbitrator.
6. The decision of the Arbitrator shall be final and binding, and there shall be no further appeal to any court, administrative agency or tribunal, except to the extent permissible by law and, if so permitted, solely on the grounds outlined in Ohio Revised Code Section 2711.10.

7. All expenses, arising from the arbitration process, shall be paid by the losing party.
8. Within forty (40) days after the Board of Trustees' receipt of the Arbitrators signed, written decision, the Board shall take such appropriate action as may be required by the findings.

## **ARTICLE XIX**

### **CORRECTIVE ACTION**

**Section 1. Disciplinary Action.** After completion of a Member's probationary period or promotional probationary period, a Member shall not be subject to disciplinary action resulting in reprimand, suspension without pay, reduction in pay and/or rank, or removal except for just cause. This Article does not apply to Members while in their probationary status.

**Section 2. Progressive Discipline.** For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede suspension without pay, reduction in pay and/or rank, and removal. The commission of multiple minor offenses, whether similar or dissimilar in nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline up to and including immediate removal without regard to previous reprimands or discipline. To this end, the Board of Trustees and/or the Fire Chief reserve the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature, the Township may place a Member on administrative leave with pay pending a determination on final disciplinary action, if any.

**Section 3. Records of Disciplinary Actions.** Records of formal disciplinary actions will be maintained in the Member's personnel file in accordance with Chapter 1347 of the Ohio Revised Code. Any Member or the Member's duly authorized representative shall have the right to inspect such Member's personnel file in accordance with applicable law. A Member may obtain copies of materials in the Member's file and the Township may establish a reasonable copying charge for such material. Should any Member have reason to believe that there are inaccuracies in documents contained in the Member's file, the Member may notify the Fire Chief in writing of the alleged inaccuracy. Material will be removed from the personnel file and stored in another Township file if a Member's claim that it is inaccurate, irrelevant, untimely, or incomplete is verified and sustained by a representative(s) designated by the Township. In the event such claim is not verified and sustained, the Member shall have the right to submit a written statement detailing the Member's objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the Member.

**Section 4. Duration of Disciplinary Records.** In the event of no intervening disciplinary action against a Member, the following time frames will apply: verbal reprimands (which the Fire Chief may record) will cease to be of any further force or effect after one (1) year; written reprimands will cease to be of any further force or effect after years two (2) years; and records of suspensions will cease to have effect after three (3) years.

**Section 5. Administrative Leave.** During the pendency of any investigation or disciplinary proceeding, or pending any decision on any disciplinary matter, the Member(s) who is the subject of the investigation, proceeding or disciplinary matter may be placed on administrative leave with pay by the Fire Chief or Board of Trustees for such time or times as the Fire Chief or Board may determine. In addition, a Member's supervisor may place a Member on administrative leave with pay for conduct the supervisor believes may result in serious disciplinary action or in those instances where the supervisor believes the Member poses a danger to persons or property or a threat of disrupting Township operations. The placement of a Member on administrative leave with pay is not a form of discipline and shall not be grievable.

**Section 6. Summary Suspensions.** Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35 et seq., in instances involving any type of offense deemed by the Fire Chief to be of a serious or problematic nature, the Fire Chief may, upon the Chief's own initiative and with the agreement of the Member, summarily suspend a Member for up to thirty (30) full working days without pay for each such offense. When taking such action, the Fire Chief shall take into account the Rules and Regulations of the Norwich Township Fire Department (and any recommended penalties for infractions thereof as may be set forth therein) as promulgated, from time to time, by the Board. Prior to imposing such a suspension, the Fire Chief shall:

- A. Meet with the Member in order to provide the Member with an opportunity to explain the conduct in question; and
- B. If the Member agrees to accept the suspension proposed by the Fire Chief, inform the Member in writing of the effective date(s) of such suspension.
- C. In those cases where the Member does not agree to accept a suspension in accordance with the terms previously outlined in this Section, the Member shall have the right to a pre-disciplinary conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Fire Chief's sole discretion, have the right to designate any other person or body to conduct the pre-disciplinary conference. The person conducting the pre-disciplinary conference (whether the Fire Chief or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this Section. If a Member desires a pre-

disciplinary conference, the procedure for this conference shall be as follows:

1. Prior to the conference before the Fire Chief or designee, the Member shall be provided a statement of the charges. The Member shall also be given at least three (3) calendar days notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement.
2. At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The Member shall have the right to be represented at the conference by an attorney or other Union representative, to present evidence and to question adverse witnesses. The Fire Chief or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.
3. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the decision of the Fire Chief or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided however, that a non-probationary Member may, with the approval of the Union President, elect to appeal the decision resulting in a suspension of more than three (3) working days directly to the Board of Trustees. This appeal shall be perfected by filing a notice of appeal with both the Fire Chief and Board of Trustees within seven (7) days after the decision is issued.
4. If a non-probationary Member timely perfects an appeal of the decision to the Board of Trustees as provided above, then the suspension without pay shall be stayed pending the decision of the Board of Trustees. The Board of Trustees shall fix a reasonable time for the hearing and provide the Member with at least three (3) days notice of the time, date and place of the hearing. Pending any hearing, the Board of Trustees may place the Member on administrative leave with pay. At the hearing, the Board of Trustees will inquire into the cause for the suspension and render a decision which, if the charge is sustained, may result in sustaining the suspension or taking other or further disciplinary action against the Member. The Fire Chief and such other persons as the Board may direct, will attend the hearing. At the hearing, the Member shall have the right to be represented by counsel or other Union

representative, to present evidence and to question adverse witnesses. Either party may cause the hearing to be transcribed by a court reporter. The Board shall issue its decision in the matter within a reasonable period of time following the conclusion of the hearing, and the Board's decision shall be final and binding.

5. A record of suspensions imposed under this Section may be placed directly into the Member's personnel file by the Fire Chief or designee without the need for action on the part of the Board of Trustees.
6. The parties intend that the provisions contained in Section 6 hereof confer upon the Fire Chief and/or designee the right, power and authority to summarily suspend a Member without pay in accordance with the procedures set forth therein; subject, however, to the non-probationary Member's ability to appeal such decision directly to the Board of Trustees as set forth above. Accordingly, in the event the suspension procedures set forth in Section 6 of this Article XIX are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

## **ARTICLE XX**

### **NO STRIKE, NO LOCKOUT**

**Section 1.** It is understood and agreed that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare; the Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or any other action at any time which will interrupt or interfere with the operation of the Township for the duration of this Agreement. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Township. In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, employee meetings and public denouncement of any violation to bring about an immediate resumption of normal work.

**Section 2.** The Township agrees that it will not engage in any lockout of employees covered by this Agreement.

## ARTICLE XXI

### NON-DISCRIMINATION

As may be provided by applicable law, neither party will discriminate against any employee based upon age, sex, marital status, race, color, religion, national origin, political affiliation, handicap, Union activity, or Membership or non-Membership in the Union or application for participation in the Ohio Workers' Compensation Program. This provision shall not prohibit any Member from pursuing his or her rights under any applicable State or Federal laws.

## ARTICLE XXII

### TRANSFERS/WORKING OUT OF CLASSIFICATION

In the event that the Fire Chief determines that a need exists to temporarily and/or permanently transfer a Member from one shift to another, from one assignment to another, and/or from one position to another, then the Fire Chief may transfer the Member to that shift, assignment and/or position.

A Member assigned to a higher rank shall be compensated at the immediate rank above that rank which the Member normally holds in the event a Member is replacing a higher ranking Member. A Member shall not work out of class more than one rank higher than their present position. Members will be placed in "working out of classification" status anytime an officer of higher rank is scheduled off duty on any approved leave or when an officer of higher rank is on duty but out of the district and unable to respond to emergency calls for a period of two (2) hours or more. The placement of Members in "working out of classification" is subject to the approval of the Fire Chief or designee in their discretion. Fire Prevention Members shall be the only Members entitled to work out of classification in Fire Prevention. Fire Prevention Members are not eligible for out of classification work on the Platoon schedule. Platoon Members shall not be eligible for out of classification work in Fire Prevention. Trading shifts is not applicable to this Article.

## ARTICLE XXIII

### UNION REPRESENTATION

**Section 1. Union Bank Time.** On January 1 the Township will credit ninety-six (96) hours to a time bank for use as paid leave by the Union President or designee in processing grievances and attending seminars or conventions, where such function(s) is held during that individual's regular tour of duty. The use of any such time shall be scheduled in advance with and is subject to the approval of the Fire Chief. Furthermore, no more than two (2) persons at a time will be permitted leave under this provision. The hours credited to this time bank are not cumulative from year to year and shall be used during the calendar year in which they are credited and hours not so used shall be

forfeited without compensation therefore. The Fire Chief may at his discretion allow additional hours for Union functions.

**Section 2. Union Activity.** The Union agrees that the Union, including its representatives, or its Members; shall not conduct Union business during duty hours without the permission of Fire Chief or his designee. For purposes of this Article, the term "duty hours" shall mean the time commencing from when a Member is required to report for work at the beginning of the shift until the time the Member is permitted to leave. The investigation and writing of grievances shall not be conducted during a Member's duty hours without the permission of the Fire Chief or his designee. The Union agrees that the Union, its representatives and its Members shall not interfere, interrupt or disrupt the normal work duties of other employees. Unauthorized and/or disruptive Union activities shall immediately cease upon the request of the supervisor of the area where the Union activity is being conducted, or upon the request of either the Member's supervisor or the Fire Chief.

## **ARTICLE XXIV**

### **UNION ACTIVITIES**

**Section 1. Ballot Boxes.** The Union shall be permitted, with at least two days prior notification to the Fire Chief, to place ballot boxes in the Fire Stations for the purpose of collecting Members' ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and neither the ballot boxes nor the ballots shall be subjected to the Township's review.

**Section 2. Bulletin Boards.** The Union shall be permitted to use bulletin boards in the Fire Stations. Bulletins and materials germane to the Union's role as exclusive representative of the bargaining unit are the only materials that may be posted on the Board. It is also understood that no material may be posted on the board which contains personal attacks upon any other Member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; or attacks on and/or favorable comments regarding a candidate for Township office. Furthermore, no Union related materials of any kind may be posted anywhere in the Township's facilities or on the Township's equipment, without prior approval of the Fire Chief.

**Section 3. Union Officials Roster.** The Union shall provide to the Township, an official roster of its bargaining unit Members who are, or become, officers and representatives within thirty (30) days of any change, and will include the Member's name and Union office held.

**Section 4. Use of Intra-Departmental Mail and E-Mail System.** The Union shall be permitted reasonable use of the intra-departmental mail system and the Township's e-mail system for the direct distribution of information pertaining to collective bargaining, contract administration, and other similar business germane to the Union's role as exclusive representative of the bargaining unit. The Union shall observe

the requirements of this provision and established divisional procedures for the distribution of all such material. All mail placed into the mail system by the Union shall be the property of the Member to whom it is addressed and shall not be subject to review by the Township. The Township shall not be responsible for such mail. The Union's use of the Township's e-mail system is subject to the IT/Computer Policy set forth in the Fire Department's Systems Manual as may be amended from time to time during the term of this Agreement. It is specifically understood by the Union and Members that there is no expectation of privacy attached to the Union's use of the e-mail system.

**Section 5. Union Meetings.** The Union may, upon prior approval of the Fire Chief or designee be permitted to hold meetings for the Union Members at any Fire Station or at such other Township facilities as the Fire Chief may designate. The Union agrees to provide an annual meeting schedule to the Fire Chief prior to the first meeting in January of each year for his approval. The Union further agrees that it will notify the Fire Chief of any special/unscheduled meetings as soon as possible but no later than 48 hours prior to the meeting. Approval shall not be unreasonably withheld by the Fire Chief. It is understood that in the event of an emergency or if there is a conflict between a scheduled Union meeting and normal Township business the Fire Chief may revoke or change the Union's use of such preapproved facilities, in all cases the Fire Chief shall give as much pre-notice as possible to the Union of such change. It is understood that on duty members will be permitted to attend such Union meetings, providing such attendance does not interfere with nor disrupt normal Township Operations.

## **ARTICLE XXV**

### **LABOR RELATIONS**

**Section 1. Labor Relations Meetings.** The Township and the Union recognize the benefit of exploration and the study of current and potential issues, which may affect the standard of services to be provided by the Department. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

**Section 2. Labor Relations Committee.** There is hereby established a Labor Relations Committee which shall consist of not more than three (3) persons appointed by the Board of Trustees and three (3) persons appointed by the Union. Other parties may be invited to these meetings, by mutual consent, to provide expertise, support or additional information. The Committee may meet quarterly upon the call of either party and at any other time as the parties may mutually agree.

**Section 3. Authority.** The Committee's authority shall be limited to discussion, exploration and study of subjects mutually agreed to between the parties. The Committee shall have no authority to bargain for the Union and the Township, or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached,

the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing. The Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of the department systems manual or may recommend to the Fire Chief that changes be made in the systems manual, department policies or procedures.

## ARTICLE XXVI

### SPECIAL LEAVES

**Section 1. Special Leave.** In addition to other leaves authorized herein, the Board of Trustees may, in its sole and absolute discretion, authorize special leaves of absence without pay, which exercise discretion on the part of the Board of Trustees and is not subject to challenge, appeal or review.

**Section 2. Jury Duty Leave.** A Member, while serving upon a jury in any court of record, will be paid such Member's regular salary for the time actually served. Time so served shall be deemed active and continuous service for all purposes.

**Section 3. Military Leave.** Except as may otherwise be specifically provided herein, a Member may be granted a leave of absence without pay to be inducted or otherwise enter military duty. Upon separation or discharge from military duty under honorable conditions, such Member shall be entitled to those rights and privileges, and subject to those conditions, provided in Ohio Revised Code Section 5903.02, or any future statute of like tenor and effect. Members in a probationary period may be granted such leave; provided, however, that if such probationary Member returns to the Township service, then such Member shall serve in a probationary status for that period of time remaining in the Member's initial probationary period.

A Member who, as a Member of the Ohio National Guard, the Ohio Defense Corp, the Ohio Naval Militia, or as a Reserve Member of the Armed Forces of the United States, is called upon to receive temporary military training or active duty shall, in accordance with and subject to the provisions of Ohio Revised Code Section 5923.05, be entitled to a temporary leave of absence with pay not to exceed thirty-one (31) calendar days during any one (1) calendar year, provided, however, that the maximum amount of paid military leave shall not exceed one hundred seventy six (176) hours (40 hour personnel) or four hundred and eight (408) hours (56 hour personnel) in any one (1) calendar year; and further provided that such Member provides the Fire Chief with written verification of the dates of departure and return at least sixty (60) days prior to such departure or, in the event sixty (60) days notice cannot be given, twenty-four (24) hours after the Member receives notice of such Member's training or duty, and evidence of satisfactory completion of such training upon such return, at which time, the Member will be restored to the Member's previous or similar position with the same status, pay and seniority.

**Section 4. Court Leave.** Time off with pay shall be allowed Members who are required by the Township to attend any court of record as a witness for the Township in a civil or criminal matter directly related to a Member's job as an employee of the Township. Members may be reimbursed for mileage at a rate determined by the Township and for costs incurred for parking upon submittal of a valid parking receipt. Upon receipt of payment for witness service the Member shall submit witness fees to the Fire Chief who will then deposit such funds with the Township Clerk. Members who are required to appear, at the hearing site, will be paid a minimum of four (4) hours overtime.

**Section 5. Funeral Leave.** Each Member shall be entitled to time off with pay (funeral leave) for a death in the Member's family in accordance with this Section. A Member shall be entitled to forty-eight (48) hours of funeral leave (seventy-two (72) hours in the event the funeral is held outside the State of Ohio) for the death of the following: spouse, child, brother, sister, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, or stepchild. A Member shall be entitled to twenty-four (24) hours of funeral leave (forty-eight (48) hours in the event the funeral is held outside the State of Ohio) for the death of the following: grandparent, spouse's grandparent, brother-in-law, sister-in-law, aunt, uncle, stepbrother, stepsister, half-brother, half-sister, or grandchild. Any additional time off shall be approved by the Fire Chief and, if approved shall be deducted from the Member's accumulated sick leave.

**Section 6. Family & Medical Leave Benefits.** The Township will grant eligible employees leaves of absence under certain circumstances, which are provided for in the Family Medical Leave Act (FMLA) of 1993. The Township's current FMLA policy is set forth in the Fire Department Systems Manual.

## **ARTICLE XXVII**

### **DRUG-FREE WORKPLACE**

**Section 1. Policy.** The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other employees and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all Members to report for work in a condition to perform their duties; and to expect Members to comply with all Federal, State and Local alcohol and drug laws. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

- A. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances.

- B. The use, sale, transfer or possession of alcohol while on the job or Township property or work site is prohibited. Property includes Township vehicles as well as private vehicles on Township property or work sites.
- C. Members are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to Members taking prescription or over-the-counter medication that may cause impairment unless such medications are disclosed to the Fire Chief or supervisor prior to beginning work and the Member is permitted to begin work notwithstanding the taking of such medication. Members who are determined to be unfit may be released from duty and sent home.
- D. Off-the-job use of alcohol which could adversely affect a Member's job performance or which could jeopardize the safety of other employees, the public, or Township facilities, or where such activities adversely affect the public trust in the ability of the Township to carry out its responsibilities, is also prohibited.
- E. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance and attendance are affected will not be tolerated. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

**Section 2. Reasonable Suspicion Testing.** Upon reasonable suspicion that a Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a screening test(s). Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn there from indicating the Member in question has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job. Reasonable suspicion is conclusively presumed to exist in the event of a motor vehicle accident resulting in serious property damage or personal injury. If the test(s) is positive, indicating that the Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a confirmatory test. A positive result from an alcohol test means the detection at levels in excess of the threshold levels set forth in Ohio Revised Code Sections 4511.19(A) and (B), respectively. The Fire Chief may place a Member on administrative leave without loss of pay before the time the confirmatory test results are complete. Screening and confirmatory tests shall be made only by persons or institutions qualified to administer such a test. A Member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform

such Member's supervisor in advance of assuming the Member's duties. The Township shall have the right to promulgate such other and/or additional procedures, not inconsistent with the provisions contained within this Article, with respect to sample collection, chain of custody procedures, and the like. A Member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may be subject to discipline, including discharge.

**Section 3. Random Drug Testing.** The Township and the Union mutually agree that random drug testing deters substance in violation of the policies outlined in this Article. Furthermore, this testing maintains confidence in the Member's abilities to perform their duties. Both parties agree that the Township will be permitted to conduct random drug-testing on an unannounced basis. The total amount of random drug tests shall not exceed a total of twenty-five percent (25%) of the Members covered under this Agreement in a calendar year. Members shall only be subject to drug testing while they are on duty. The Township, in their discretion, will contract with a qualified outside vendor to handle random testing pools and select Members for drug testing at any time each year. The outside vendor conducting the tests will insure that a random and neutral selection process occurs. All Members covered within this Agreement will be included in each random draw. Each Member shall have an equal chance of selection. Previous selection does not exclude a Member from the random selection process. The Township will provide a list of Members to the vendor for use in the random selections. The contractor will furnish the Township with a list of individual(s) to test at the beginning of each selection period. The Fire Chief or his designee will notify the Member of their selection and inform them of the date, time and location of the random testing. When notified the Member shall immediately proceed to the testing site and provide a specimen for testing. A Member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may be subject to discipline, including discharge.

**Section 4. Test Results.** If the screening and confirmatory tests are positive, the Township may discipline the Member as outlined in the BWC Drug Free Workplace Policy. Furthermore, a Member who refuses to submit to any ordered test shall be deemed insubordinate and shall be subject to disciplinary action up to and including discharge. Nothing in this Article shall limit the Township's right to conduct any substance abuse tests it may deem appropriate for persons seeking employment prior to their date of hire.

**Section 5. Counseling and Rehabilitation Program.** A Member who notifies the Department of such Member's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. A Member participating in such a program will be allowed reasonable use of such Member's accrued but unused sick leave and/or vacation leave for absences due to actual participation. If no such leave time is available, the Member may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. A Member approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program at the Member's own cost. While participating in such a program, the Member shall be required to authorize the release of

sufficient information so as to enable the Fire Chief and/or Board of Trustees to determine that the Member is actively participating in and/or has completed such program. Upon completion of the program, a Member shall be retested in order to demonstrate that the Member is no longer abusing any prohibited substance. If the retest demonstrates that the Member is no longer abusing any prohibited substance, the Member may be returned to an available position for which the Member qualifies. Furthermore, the Member shall be subject to periodic retesting for drugs and alcohol upon such Member's return for a period of one (1) year. A Member shall be subject to disciplinary action up to and including discharge if the Member: (1) refuses to take a screening or confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within one (1) year after the Member's return to work upon completion of an approved counseling and rehabilitation program.

**Section 6. Confidentiality.** Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable State and Federal law.

**Section 7. Costs.** The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the Fire Chief.

**Section 8. Policy Modifications.** The parties understand that The Bureau of Workers' Compensation ("BWC") may provide incentives to those employers implementing a Drug-Free Workplace Program. The Union agrees to work with the Township to mutually develop changes to this section that will allow for/or comply with any BWC programs or incentives.

## **ARTICLE XXVIII**

### **PHYSICAL FITNESS**

**Section 1. Occupational Health Program.** The Township may, at its option, institute and require Members to participate in an occupational health program designed, in part, to provide: rehabilitative services in cases of illness or injury; physical evaluations, assessments or review; and such other programs and/or services as may be determined.

**Section 2. Fitness for Duty.** The Fire Chief may require a Member to be examined and approved fit for duty by a physician designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction due to a chronic medical (i.e. physical or mental) condition. In the event the physician determines the Member is not physically or mentally capable of performing the Member's duties as a Firefighter and the Member disagrees with the determination, the Member may obtain, at his cost, an opinion from a physician selected by the Member. If the second opinion differs from the original determination, the Fire Chief may require that the Member

obtain a third opinion from a physician designated and paid for by the Township. The opinion of the third physician shall be final and binding on both the Township and Member. In the case of each such examination, the Member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, as a result of such examination(s), it is determined that the Member is not physically or mentally capable of performing the Member's duties as a Firefighter, the Member will be given up to a six (6) month period of time to rehabilitate his condition. During this six (6) month rehabilitation period, the Township may reasonably accommodate the Member and assign him to any suitable position to the extent such accommodation is practicable within the Department. If no position is available, the Member shall utilize sick leave and vacation leave, or, alternatively, such other paid leave time as may be available to the Member. During any rehabilitation period, the Fire Chief may require the Member to provide progress reports from the Member's attending physician and/or to submit to an examination(s) by a physician designated and paid for by the Township. In all cases, the Member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, at the end of the six (6) month rehabilitation period, or such longer period as the Member is able to utilize as a result of paid leave accrued to his credit, the Member remains unable to perform his duties, the Member may be separated from service. In addition to and notwithstanding anything to the contrary contained herein, the Fire Chief may place a Member on sick leave (or, if none is available, on another form of the Member's accrued paid leave or, if none, on unpaid leave) in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction due to a temporary medical (i.e. physical or mental) condition. The Fire Chief may require the Member to provide a satisfactory medical clearance prior to the Member's return to duty.

**Section 3. Annual Physicals.** The Township will continue to provide all Members covered within this Agreement with an annual physical. Annual physicals will be scheduled within the same month of the employee's birthday. Each Member will receive a full physical, including blood draws, hearing testing, vision testing, pulmonary function test, and strength testing annually. All Members shall be required to pass the annual physical. Every Member covered within this Agreement will also receive a chest x-ray at least every three (3) years. If any Member has any findings with their tri-annual chest x-rays, that Member will be entitled to yearly chest x-rays for a period of at least five (5) consecutive years. Furthermore, all new hire employees will be required to pass all current standards as set forth by the Ohio Police and Fire Pension Board. All expenses related to annual physicals and new Member acceptance physicals shall be provided by the Township. At no time shall any of these expenses be passed on to the Member.

## ARTICLE XXIX

### PROMOTIONS

**Section 1. Promotions to Lieutenant or Captain.** Promotions to the rank of Lieutenant or Captain will be made by the selection of an eligible and qualified individual in accordance with the provisions of this article. There is, however, no requirement to fill any position unless and until the Board of Trustees first determines that a permanent vacancy exists in that position. The Board shall make a determination as to whether or not a permanent vacancy exists within thirty (30) days after the Union makes a written request to the Board for such determination. If a permanent vacancy is determined to exist, the Fire Chief or designee shall have the right to temporarily assign a Member(s) to a vacant position until a Promotional Eligibility List is established and/or a candidate is selected and approved to fill the position.

**Section 2. Promotional Eligibility List.** A Promotional Eligibility List will be established by the Board of Trustees using the following process:

- A. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant unless such person has served a minimum of five (5) years of continuous active service in the rank of Firefighter with the Norwich Township Fire Department. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Captain unless such person has served a minimum of two (2) years of continuous active service in the rank of Lieutenant with the Norwich Township Fire Department. In addition, the Fire Chief, may, with concurrence of the Union establish additional eligibility requirements for Members applying for placement on the Promotional Eligibility Lists for the ranks of Lieutenant or Captain. Continuous active service, for a particular rank, is calculated from the date of appointment to the Member's current position to the expiration date of the current Promotional Eligibility List for that position.
  1. In the event there are less than five (5) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant, or less than three (3) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Captain, the time in rank requirements may be lowered by one-year intervals until there are at least five (5) qualified and eligible candidates for the rank of Lieutenant, and at least three (3) qualified and eligible candidates for the rank of Captain. In all cases, probationary Members and Members on suspension shall be ineligible to make application for promotional consideration.

2. If, after lowering the time in rank requirement for the Captain rank, there are less than three (3) candidates eligible to make application for promotional consideration to such rank, or should less than three (3) eligible candidates apply for promotional consideration to such rank, the Township may, in its sole discretion and upon such conditions as the Township may establish, permit any Member or Members who are listed on the then current Promotional Eligibility List for the Lieutenant rank to make application for promotional consideration to the Captain rank. If such Member(s) is permitted to apply for promotional consideration to the rank of Captain and is subsequently placed on the Promotional Eligibility List for such rank after successfully completing the promotional process, the Member(s) shall not be removed from the then current Promotional Eligibility List for the Lieutenant rank until such list is exhausted or terminated by the Township.

B. The establishment of a Promotional Eligibility List will begin by the Township posting notice for thirty (30) days seeking applicants for placement on the Promotional Eligibility List. Eligible and qualified candidates shall submit a written application to the Fire Chief prior to the close of the thirty (30) day posting.

C. Once the application period is closed, the Fire Chief or his designee will review and evaluate applications received from qualified and eligible individuals. Those individuals deemed unqualified and/or ineligible will be notified that they are no longer applicants for placement on the Promotional Eligibility List.

D. The promotional process will consist of the following three (3) phases:

1. The first phase will consist of a written examination as designated by the Fire Chief. The Fire Chief will review and approve the testing materials and methods to be used. Candidates must pass the written examination with a minimum test score of 70% before proceeding to the next two (2) phases.

A study list for the written exam will be posted at each station no later the ninety (90) days prior to the test.

Two copies of all study material shall be maintained at each station during the ninety (90) day period.

All challenges to the questions on the written test must be submitted to the Fire Chief on the proper form no later the 5 business days from the date of the test.

The written test shall account for 40% of the total promotional process.

2. The second phase will consist of an assessment center structured, established and administered by the Fire Chief and/or his designee.

The purpose of the assessment will be to evaluate and assess the candidates' job experience, abilities and knowledge.

The Members of the assessment center shall be officers of the Norwich Township Fire Department that hold a rank equal to or greater than the position being tested for.

The panel shall consist of at a minimum five (5) Members.

Each score sheets from this phase will be totaled, with the high score sheet and the low score sheet thrown out. The remaining score sheets will be averaged to reach the final score for the officer's assessment.

All challenges to the officer's assessment shall be submitted to the Fire Chief, in writing, no later than 5 business days after the test is completed.

The Officer's assessment shall account for 30% of the total promotional process.

3. The third phase will consist of an oral interview with the Board of Trustees and such other persons as the Board may designate.

The three trustee score sheets will be totaled and averaged to reach the final score for the trustee interviews.

The trustee's interview shall account for 30% of the total promotional process.

- E. All of the totaling of the above score sheets will be accomplished after all testing is completed and all challenge periods have expired. The totaling will be conducted by the Fire Chief, The Township Fiscal Officer and The President of Local 1723 or his designee.

Once the three final scores above have been totaled seniority points will be added to determine the Member's final score.

Seniority points shall be awarded in the following manner:

0-5 years of service no points, after 6 years of service the Member will receive 0.5 points per year of service. Seniority points will be determined from the date of hire to the expiration date of the current promotional list for the position being tested for.

If at anytime during the scoring process any score sheets are incomplete all other scoring shall stop and the process suspended until such time as a solution is reached to the satisfaction of all parties.

Once all scores have been totaled, a promotional list for that position shall be established with the Member receiving the highest total score listed first, the Member with the second highest score second, and so on. This list will be certified by the scoring committee, and an expiration date will be established and posted.

Candidates will be allowed to review their individual final tally sheet once the list has been certified and posted. They however will not be allowed access to individual score sheets from any step in the process.

**Section 3. Promotions.** The Board of Trustees may appoint any one (1) of the top three (3) candidates as listed on the then current Promotional Eligibility List, to a vacant rank. To illustrate, if Candidate No. 2 has been promoted, when the next permanent vacancy occurs, the Board of Trustees may promote either Candidates 1, 3 or 4 on the current Promotional Eligibility List. In the event there are less than three (3) candidates remaining for promotional consideration, the Board of Trustees may, at its option, either appoint one (1) of the remaining candidates to the position, or abolish the current Promotional Eligibility List and proceed through the promotional process in order to create a new Promotional Eligibility List. The Board of Trustees and such other persons as the Board may designate, may conduct an oral interview with the top three (3) candidates as listed on the then current Promotional Eligibility List prior to any appointment.

**Section 4. Duration of Promotional Eligibility List.** Upon certification by the Board of Trustees, the Promotional Eligibility List will be valid for a period of two (2) years from the date the list is established by the Board of Trustees. The Township will make a reasonable effort to maintain a current Promotional Eligibility List for the ranks of Lieutenant and Captain by engaging in the promotional process on a bi-annual basis. The Township may void a current Promotional Eligibility List in the event the list does not contain the requisite number of candidates for promotional consideration. In such an event, the Township will notify the Union that it is electing to void the current Promotional Eligibility List and will then begin the process for promotional consideration in order to establish a new Promotional Eligibility List.

**Section 5. Special Positions.** The Township and Union recognize that some positions within the department require special licenses or certifications, Fire Prevention Lieutenant and Fire Marshal. (As defined in the current job descriptions for these

positions.) Should promotion opportunities arise in these positions, it is agreed that a special promotional process shall be followed. Once the position is declared vacant as outlined above, the Fire Chief will post the vacancy seeking qualified individuals. Qualified Members will have 15 days to submit a written request to be considered for the position. This request shall include a listing of their qualifications for the position. The Fire Chief will then establish a list of qualified candidates. If this list contains more than three (3) qualified candidates, the testing process above will be followed. Should the number of qualified candidates be three (3) or less, the Union agrees that the testing process will be waived and the Township will promote from the qualified candidates. It is also agreed that the Fire Chief and/or the Board of Trustees may use an interview/evaluation/testing process to rank candidates even when there are less than three (3) qualified candidates. It is further understood that requirements listed in this Article regarding minimum numbers of candidates and minimum time requirements may also be waived for these special positions.

## **ARTICLE XXX**

### **LAYOFF AND RECALL**

**Section 1. Notification to Union.** In the case that layoff of bargaining unit Members is anticipated (whether as a result of finances, abolishment of positions, or otherwise) the Township shall notify the Union of the impending layoff. The Township and the Union shall meet to discuss possible alternatives.

**Section 2. Layoff Notice.** Affected Members shall receive notice at least thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the layoff, whether the layoff is anticipated to be of a permanent nature (more than one year's duration), a statement advising the Member to maintain a current address with the Township and a statement advising the Member of the Member's reinstatement rights consistent with this Article.

**Section 3. Layoff Order.** Where layoffs of Members are necessary, such Members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of Members that are to be laid off. A Member in a higher rank with more Departmental seniority may displace a less senior Member in the next lower rank, and in succeeding lower ranks, until the youngest Member in point of service is laid off. In all cases, Members who bump into a lower rank shall be entitled to the highest salary step established for that particular rank into which the Member bumps.

**Section 4. Recall List.** Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification. In order to remain eligible for recall, Members must maintain the licenses, certifications and other eligibility criteria for employment.

**Section 5. Notice of Recall.** A Notice of Recall listing a date for the Member to return to duty shall be sent to the Member by certified mail, along with a copy being sent to the Union as well. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Member. The recalled Member shall have ten (10) calendar days following the date of delivery of the recall notice to notify the Township of the Member's intention to return to duty and shall have ten (10) calendar days following the date of delivery of the recall notice in which to report for duty, unless a different date for returning to duty is otherwise specified in the notice.

**Section 6. Effect of Recall.** A Member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the Member was laid off, provided that the Member is recalled and timely returns to work during the duration of the recall list. However, a Member shall receive no service credit for time spent in layoff. A Member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the Member's years of service, but not necessarily to the Member's former rank, shift and/or assignment. If, during the three (3) year duration of the recall list, a Member is recalled to a rank lower than that previously held at the time of the layoff, then should the Member's former rank be reestablished and become available during the three (3) year duration of the recall list, such Member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one Member who previously held such rank, then the appointment shall be based upon seniority in that rank. In all cases, a Member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Fire Department.

## **ARTICLE XXXI**

### **WAIVER IN CASE OF EMERGENCY**

**Section 1. Waiver.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Franklin County Commissioners, the Norwich Township Trustees, or the Fire Chief, resulting from acts of God, civil disorder, act of terrorisms, or act of war, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management, the Union, or a Member to reply on grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of Members.

**Section 2. Termination.** 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 point in the grievance procedure to which the grievance(s) had properly progressed. Any Member who has any vacation time denied due to any emergency as outlined above in Section 1, shall be given a period of one (1) year to carry over and use such time. The one (1) year period will start on the date that the emergency is terminated. In lieu of the one year carry over period, Members may elect payment for unused vacation time under this Article at the end of the calendar year at a rate of 1:1.

## **ARTICLE XXXII**

### **MISCELLANEOUS PROVISIONS**

**Section 1. Entire Agreement.** This Agreement contains the entire understandings between the parties and supersedes any prior understandings, practices or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto related to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties. To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Agreement and all matters relating thereto and contained therein shall be made by the Board and such interpretations, determinations, and decisions on any such matter shall be final and binding on all persons.

**Section 2. Leap Day.** For those Members assigned to and working an average 56 hour work week, Leap Day will be divided into three (3) platoon shifts of eight (8) hours each, with Members working the shift assigned by the Fire Chief. The following schedule shall normally be followed: Members scheduled to work on February 28<sup>th</sup> shall work 0800-1600 on February 29<sup>th</sup>. Members scheduled to work on February 27<sup>th</sup> shall work 1600-0000 on February 29<sup>th</sup>. Members scheduled to work on February 26<sup>th</sup> shall work 0000-0800 on March 1<sup>st</sup>. This shift shall then resume their normal work schedule starting at 0800 on March 1<sup>st</sup>.

Staffing for Leap Day shall be maintained per the current provisions in the Norwich Township Fire Department Systems Manual. Provided that this staffing is maintained and with approval of the Fire Chief, Members may be excused from working Leap Day on a seniority basis. Members who are excused from working Leap Day shall not have to utilize any of their earned time banks for this absence. All Members who are scheduled to work and do work on Leap Day will be entitled to overtime or compensatory time payment as defined in Article IX of this Agreement. All scheduled work periods for Leap Day will also be subject to the terms of substitution or trading of time as defined in Article IX Section 8 of this Agreement.

All other Members shall work at such time or times as may be directed by the Fire Chief.

**Section 3. Gender and Number.** Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

**Section 4. Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 5. Term of Agreement.** The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2016 and terminating at midnight, December 31, 2018.

**Section 6. Severability.** If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be invalid and unenforceable, then the Township and the Union shall meet to negotiate a clause to replace the clause adjudged to be so invalid and unenforceable. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after thirty (30) days have expired since the issuance of the decision or order of the court or administrative body adjudging such a clause to be invalid and unenforceable. Neither the parties' failure to reach agreement on a replacement clause nor the invalidity or unenforceability of the clause adjudged to be invalid and unenforceable shall impair or affect any other term or provision of this Agreement.

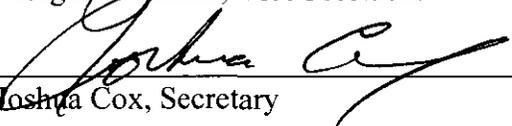
**Section 7. Printing and Supplying of Agreement.** This Agreement shall be printed and supplied to each Member by the Township within ten (10) working days of the start date printed on the front page of the Agreement, at no cost to the employee or the Union. The Township shall also provide the Union with ten (10) additional copies and supply each fire station with two (2) copies. Any additional copies in excess of these amounts shall be provided with all cost divided equally between the Township and the Union.

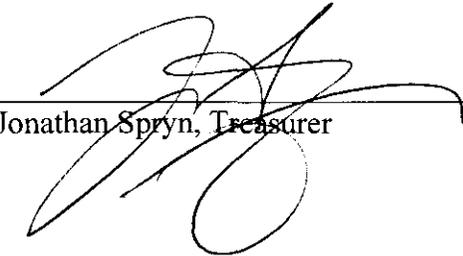
IN TESTIMONY WHEREOF, the parties have signed this Agreement on or as of November 17, 2015.

**FOR THE UNION:**

  
\_\_\_\_\_  
Brian A. Gatley, President

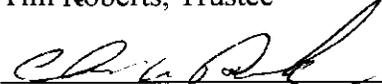
  
\_\_\_\_\_  
Morgan Wellman, Vice President

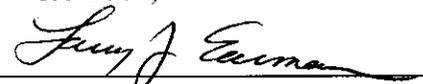
  
\_\_\_\_\_  
Joshua Cox, Secretary

  
\_\_\_\_\_  
Jonathan Spryn, Treasurer

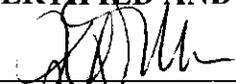
**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
Tim Roberts, Trustee

  
\_\_\_\_\_  
Charles Buck, Trustee

  
\_\_\_\_\_  
Larry Earman, Trustee

**CERTIFIED AND APPROVED:**

  
\_\_\_\_\_  
Jamie Miles, Fiscal Officer



**ATTACHMENT B**  
**VACATION SCHEDULE**

**A. Schedule of 56 hr/wk employees**

Begin 2yr.	120 hrs.
3 thru 8 yrs.	192 hrs.
9 thru 14 yrs.	264 hrs.
15 thru 19 yrs.	312 hrs.
20 thru 24 yrs.	360 hrs.
25 yrs & over.	408 hrs.

**B. Schedule of 40 hr/wk employees**

begin 2 yr.	80 hrs.
3 thru 8 yrs.	104 hrs.
9 thru 14 yrs.	144 hrs.
15 thru 19 yrs.	184 hrs.
20 thru 24 yrs.	224 hrs.
25 yrs & over	264 hrs.

**ATTACHMENT C**

**GRIEVANCE FORM**

Norwich Township Trustees  
5181 Northwest Parkway  
Hilliard, Ohio 43026



Norwich Township Fire Fighters  
I.A.F.F. Local 1723  
P.O. Box # 5  
Hilliard, Ohio 43026

**GRIEVANCE FORM STEP NO. \_\_\_\_\_**

Form Given By : \_\_\_\_\_ Date/Time : \_\_\_\_\_

Name : \_\_\_\_\_ Rank : \_\_\_\_\_ Unit Number : \_\_\_\_\_

Assigned Station : \_\_\_\_\_ Duty Unit : \_\_\_\_\_ Station Phone : \_\_\_\_\_

Home Phone : \_\_\_\_\_ Mobile Phone : \_\_\_\_\_

Statement of Grievable Incident : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature : \_\_\_\_\_ Union Representative Signature : \_\_\_\_\_

Location of Grievable Incident : \_\_\_\_\_

Date of Grievable Incident : \_\_\_\_\_ Time of Grievable Incident : \_\_\_\_\_

Date Filed : \_\_\_\_\_ Date Submitted to Local 1723 Executive Board : \_\_\_\_\_

Articles and Sections of Contract Agreement Violated : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Desired Remedy to Resolve Grievance : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_