09-28-16
16-MED-02-0149
0046-01
K34735

AGREEMENT
Between the
BATH TOWNSHIP TRUSTEES
ALLEN COUNTY, OHIO
and the
BATH TOWNSHIP PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 4539

SERB No. 2016-MED-02-0149

Effective April 16, 2016 through April 15, 2019

TABLE OF CONTENTS

Article	Title	Page
	Preamble/Purpose	1
1	Recognition	1
2	Dues Deduction	1
3	Nondiscrimination	2
4	Management Rights	3
5	Work Rules/Policies/Procedures	4
6	Residency	5
7	Probationary Period	5
8	Training	5
9	Seniority	6
10	Layoff and Recall	7
11	Union Representation	8
12	Personnel Records	9
13	No Strike/No Lockout	10
14	Trade Time	11
15	Corrective Action	11
16	Grievance Procedure	12
17	Labor/Management Meetings	15
18	Hours of Work/Overtime	16
19	Vacation	17
20	Holidays	18
21	Sick Leave	19
22	Sick Leave Conversion	21
23	Fitness for Duty	22
24	Safety	24
25	Waiver in Case of Emergency	24
26	Military Leave	25
27	Court Leave	26
28	Funeral Leave	26
29	Certifications/Licensure	27
30	Wages	27
31	Health and Life Insurance	28
32	Dress Code	28
33	Uniforms	28
34	Bulletin Boards	30
35	Applicability of Law	30
36	Severability	30
37	Copies of Agreement	31
38	Duration	31
	Signature Page	32

PREAMBLE / PURPOSE

This Agreement is entered into by the Bath Township Board of Trustees, hereinafter referred to as the "Employer" or the "Township" and the Bath Township Professional Fire Fighters, IAFF Local 4539, hereinafter referred to as the "Union" or the "IAFF." The purpose of this Agreement is to comply with the requirements of Ohio Revised Code (O.R.C.) Chapter 4117 and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit.

ARTICLE 1
RECOGNITION

Section 1.1. The Employer hereby recognizes the Union as the sole and exclusive representative for all full-time firefighters as certified by the Ohio State Employment Relations Board (SERB) in Case No. 2006-REP-09-0126 for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Section 1.2. All classifications or positions not specifically included in the bargaining unit shall be excluded from the bargaining unit. All classifications above the rank of firefighter and all part-time and intermittent positions are excluded from the bargaining unit.

Section 1.3. The parties understand and agree that the number of persons employed in each of the classifications specified in the above Section 1.1, and certified by SERB as being in the bargaining unit, may increase or decrease during the term of this Agreement.

Section 1.4. In the event that positions within the bargaining unit are changed or new positions are created, the parties will meet upon request of either party to determine if such positions should be included in the bargaining unit. Thereafter, the parties may submit the matter to the SERB either jointly or individually for a final determination.

ARTICLE 2
DUES DEDUCTION

Section 2.1. The Employer shall deduct regular Union membership dues once each pay period from the pay of any bargaining unit employee eligible for membership in the Union upon receiving written authorization signed individually and voluntarily by the employee.

The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of proper authorization, the Employer will deduct Union dues from the employee's payroll check for the pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union agrees to indemnify and hold the Employer harmless against any and all liability, including, but

not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this article. Once the funds are remitted to the Union, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.3. The Employer shall be relieved from making dues deductions upon an employee's: (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) unpaid leave of absence; (e) revocation of the authorization for payroll deduction of dues in accordance with the terms of this Agreement; or upon termination of this Agreement.

Section 2.4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction after all deductions required by law are made from the employee's earnings.

Section 2.5. An employee may revoke an authorization for payroll deduction of Union dues by submitting a written notice to the Employer with a copy of the revocation to the Union.

Section 2.6. Neither an employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected, at the next pay period that the Union dues would normally be deducted, by deducting the proper amount.

Section 2.7. The rate at which dues are to be deducted shall be certified to the Bath Township Fiscal Officer by the Union during January of each year. One (1) month advance notice must be given the Fiscal Officer prior to making any changes in an employee's dues deductions.

Section 2.8. The Township Fiscal Officer shall transmit to the Union the dues deducted each pay period and provide the Union a list of employees from whom dues were collected.

ARTICLE 3
NONDISCRIMINATION

Section 3.1. The Employer and the Union mutually agree that this Agreement shall be written in a gender neutral format to avoid the use of male or female nouns or pronouns whenever possible. In the event a male or female noun or pronoun is used anywhere in this Agreement, it shall be construed to include both male and female employees.

Section 3.2. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against an employee for engaging in any legal union activity or for acting in a legal manner in an official capacity on behalf of the Union.

Section 3.3. The Union agrees there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or participation in any Union activity.

Section 3.4. The Employer and the IAFF 4539 agree not to unlawfully discriminate against any bargaining unit employee because of that individual's race, color, religion, sex, national origin, disability, age, ancestry, or military status.

Section 3.5. If an employee and/or the IAFF 4539 file a grievance alleging a violation of Article 3 while the same or similar allegation of discrimination is being investigated or otherwise processed by an administrative agency such as the OCRC or the EEOC or by a court of competent jurisdiction, such grievance shall be held in abeyance pending the final resolution of the matter by the administrative agency or the courts, whichever is applicable.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Except as otherwise specifically agreed herein, the Employer retains all of its rights and responsibilities as set forth in O.R.C. Chapter 4117, including but not limited to the right to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as 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, processes, 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;

G. Determine the overall mission of the Employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the Employer's mission as a governmental unit.

Section 4.2. The Employer shall not be required to bargain on the above subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment. Nothing in this Agreement or any past practice or course of

conduct by the Employer shall be construed to restrict or waive those rights and responsibilities listed in Section 4.1 above.

Section 4.3. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein, and as permitted by law shall remain the exclusive function of the Employer.

ARTICLE 5
WORK RULES / POLICIES / PROCEDURES

Section 5.1. The Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, and standard operating procedures consistent with the Employer's authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 5.2. The Employer agrees that work rules, policies, and standard operating procedures shall not violate any express terms of this Agreement or O.R.C. Chapter 4117. The Employer further agrees that work rules, policies and procedures shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such are directed.

Section 5.3. The Employer shall not establish any work rules, policies, or procedures that materially affect the wages or benefits of bargaining unit employees unless the Union mutually agrees to such change. Prior to implementing a new or changed work rule or policy that materially affects the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith.

If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or benefits of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration Article of this Agreement, for any applicable succeeding contract period.

Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under RC Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 5.4. Employees will be made aware of any additions or amendments to the work rules, policies, and procedures and may be required to acknowledge receipt of same in writing. Employees will be provided information regarding such additions or amendments by providing employees access to a copy of such documents through electronic means, by posting notice of the change on the department bulletin board, or by providing employees a copy of the change.

Section 5.5. The notification requirements provided above shall not limit the right of the Employer to implement a work rule, policy or procedure prior to the conclusion of the notification period when earlier implementation is necessary for the effective and efficient operation of the Fire Department or to comply with the law or state regulations. In such case, the effective date of the change shall be noted thereon.

Section 5.6. The Employer's work rules, policies and procedures shall be applicable to bargaining unit employees to the extent that they do not conflict with any specific provision of this Agreement or convey additional compensation or benefits on bargaining unit employees not negotiated as part of this Agreement.

Section 5.7. The parties recognize the right of the Employer to establish pre-employment, post-accident, random and/or reasonable suspicion drug testing programs.

ARTICLE 6
RESIDENCY

Section 6.1. In accordance with O.R.C. Section 9.481, bargaining unit employees shall, as a condition of employment, reside either in Allen County or in a county adjacent to Allen County. The Employer reserves the right to modify such residency requirements in the event of a change in the O.R.C. provided no current employee shall be required to relocate their residence as the result of such change.

ARTICLE 7
PROBATIONARY PERIOD

Section 7.1. All newly hired bargaining unit employees shall serve a probationary period. The new hire probation period shall begin on the employee's first day of employment in a bargaining unit position and continue for a period of 90 workdays. However, any absence totaling more than five (5) workdays shall automatically extend the employee's probationary period an equal number of workdays.

Section 7.2. During the probationary period defined in Section 7.1, a probationary employee may be disciplined or discharged at the sole discretion of the Employer, and such discipline or discharge shall not be subject to appeal.

Section 7.3. This article shall supersede any provisions to the contrary that may be contained in the Ohio Revised Code.

ARTICLE 8
TRAINING

Section 8.1. Training Required by Employer. All bargaining unit employees must attend and successfully complete such job related training classes as required by the Employer. The

Employer agrees to pay for or provide equipment and/or materials necessary for such training as required by the Employer. Time spent in mandatory training courses shall be considered as hours worked. Travel time needed to travel to and from training sites as approved by the Fire Chief will be considered as hours worked. The Employer will reimburse an employee in accordance with Township policy for meals, and for mileage if the employee uses his/her own car.

Section 8.2. Non-mandatory Training: Time spent by employees attending non-mandatory lectures, meetings, classes and training programs is not considered hours worked when all four (4) of the following criteria are met:

A. Such time is spent outside normal working hours;

B. Attendance by the employee is voluntary;

C. The lecture, meeting, class or training program is not directly job-related;[1] and

D. The employee does not perform any productive work for the Employer during the employee's attendance.

Section 8.3. Training mandated by the State of Ohio in order to maintain any state certifications shall not be considered hours worked and shall not be compensated as overtime. However, the Fire Chief may, at the Fire Chief's discretion, pay for the cost of such training or compensate employees for time spent in such training, not to exceed forty-eight (48) hours, per employee.

ARTICLE 9
SENIORITY

Section 9.1. "Seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Bath Township Fire Department. "Seniority" as defined herein, shall be applicable wherever that specific term is used elsewhere in this Agreement.

Section 9.2. Once continuous service is broken, unless the Employer agrees to reinstate the employee within the first sixty (60) days following separation, the employee loses all previously accumulated seniority. The following situations constitute a break in continuous service for which seniority is lost:

A. Discharge for just cause;

B. Retirement;

---

[1]Training is directly "job-related" if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job. Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

C. Layoff for more than eighteen (18) months;

D. Failure to return to work within ten (10) calendar days of a recall from layoff (absent approved extenuating circumstances such as illness, injury or disability);

E. Failure to return to work at the expiration of a leave of absence or acceptance of employment with another employer while on leave of absence;

F. Resignation; or

G. Assignment to a position outside of the recognized bargaining unit by promotion or transfer and successful completion of the probationary period in the newly assigned position.

Section 9.3. Seniority continues to accrue while an employee is on an approved paid or unpaid leave of absence.

Section 9.4. Newly hired bargaining unit employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the employee's date of hire as a full-time employee with the Bath Township Fire Department.

Section 9.5. Where two (2) or more bargaining unit employees are appointed on the same date, the employee who has the most previous service with the Township in any capacity shall be considered the more senior. If two (2) or more bargaining unit employees have identical seniority after considering the above, the employee who has continuously held a State of Ohio certification as a Level II Firefighter the longest, shall be considered the most senior.

The above shall be used only for eliminating ties in seniority and shall not change the employee's actual date of hire.

Section 9.6. The Employer will maintain a current seniority list and will, upon request, furnish a copy of such lists to the Union.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1. Whenever the Employer determines a layoff is necessary, the Employer shall notify the affected employees as soon as possible, but no later than fourteen (14) calendar days prior to the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 10.2. Bargaining unit employees shall be laid off by inverse order of seniority with the least senior bargaining unit employee being laid off first.

Section 10.3. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees remaining on the recall list shall be recalled in inverse order of their layoff with the last employee laid off being given the first opportunity for recall.

Section 10.4. A recalled employee shall have five (5) calendar days following mailing of the recall notice to notify the Employer of the employee's intent to return to work. A recalled employee shall have fourteen (14) calendar days from the date of mailing of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 10.5. Failure to report to work as required, fit for duty, and capable of performing the essential functions of the position, including possession of any required certifications, shall result in forfeiture of the employee's rights to recall.

ARTICLE 11
UNION REPRESENTATION

Section 11.1. A non-employee Union representative shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein. The Union agrees that such activities shall not interfere with the normal work duties of the employees except to the extent authorized in advance by the Fire Chief.

Section 11.2. The Employer shall recognize one employee to act as the Local Union Representative for the purpose of processing grievances or providing representation as authorized herein.

Section 11.3. The Local Union Representative shall confine his Union activities to the investigation and processing of grievances during non-work time except that the Local Union Representative may attend grievance hearings or other meetings which have been scheduled with the Employer without loss of regular pay. The Local Union Representative shall be recognized by the Employer as the appropriate representative of the Union at Step 1 of the grievance procedure. Non-work time shall be defined as time during which the employee is not on duty or after 5:00 p.m. when on duty and not assigned to any work functions.

Section 11.4. In no event shall time spent by a bargaining unit employee performing union activities outside of the employee's regular work schedule be considered as hours worked or overtime.

Section 11.5. The Union shall provide to the Employer an official roster of all of its local union officers and employee and non-employee representatives which shall be kept current at all times. The list shall contain the name, address, telephone number, and union office held for each officer or representative. No person shall be recognized by the Employer as an official or representative of the Union until the Union has presented the Employer with written notice of the person's status as a Union officer or representative.

Section 11.6. Meetings of Local 4539 may be held at the Fire Station with the approval of Fire Chief, provided such meetings do not interfere with any other use of the facility by the Township or scheduled use by any community organization. On duty bargaining unit employees shall be permitted to attend Local 4539 monthly meetings held at the Fire Station provided such attendance does not interfere with the employees' normal work duties and the employees remain available to immediately respond to any emergency.

Section 11.7. The employer agrees that officers of the Union, having been selected to attend any Union Conference or Convention will be granted time off with pay to attend such function by giving at least ten (10) calendar days written notice to the Chief. This time off shall not exceed ninety-six (96) hours, in the aggregate, for the Union each year.

ARTICLE 12
PERSONNEL RECORDS

Section 12.1. The Employer may prescribe regulations for the custody, use, and preservation of records, papers and documents pertaining to bargaining unit employees.

Section 12.2. Employees shall be permitted to review their personnel file during normal business hours upon reasonable advance request to the Fire Chief. All such examinations shall be conducted in the presence of an Employer representative.

Section 12.3. Employees may have one copy of any document contained in their personnel file upon written request to the Fire Chief. The Employer reserves the right to charge the Township's normal fee to cover the copying cost for any large volume of copies requested.

Section 12.4. Records of disciplinary actions placed in an employee's personnel file shall not be considered in any future disciplinary proceedings for purposes of determining appropriate levels of discipline after the expiration of the following applicable period:

A. **Written Records of Verbal or Written Reprimands:** Eighteen (18) months from the date of the reprimand provided there is no intervening misconduct documented during such 18 month period. If there is an intervening verbal or written reprimand, all reprimands shall remain active until the employee completes eighteen (18) months with no intervening misconduct.

B. **Suspensions:** Three (3) years from the date of the suspension provided there is no intervening misconduct documented during such three (3) year period. If there is intervening misconduct following the suspension, the record of the suspension shall remain active until the employee completes three (3) years with no intervening misconduct.

The above time limits shall not be applicable to any disciplinary action taken in response to drug or alcohol abuse or to any last chance agreement agreed upon in lieu of a more severe disciplinary action.

ARTICLE 13
NO STRIKE / NO LOCKOUT

Section 13.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any employee covered by this Agreement, shall individually or collectively, for any reason, authorize, ratify, cause, support, condone, sanction, engage in, initiate, or assist in, any sick out, boycott, work stoppage, walkout, stay-in, slowdown, sympathy strike, strike or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. In addition, the Union and all employees agree that during the life of this Agreement they will not hinder or interfere with any members of the public, suppliers, subcontractors, or others having business with the Employer.

Section 13.2. Any individual employees violating this article shall be subject to disciplinary action by the Employer up to and including termination of employment. Any such disciplinary action by the Employer shall be subject to the Grievance Procedure contained in this Agreement. However, only the issue of whether the employee did in fact participate in the prohibited activity shall be subject to appeal and no employee who is found to have participated in such activities shall have his or her discipline overturned as a result of such appeal.

Section 13.3. The Employer agrees that during the life of this Agreement, it will not engage in a lockout of employees unless those employees violate the provisions of this article. For purposes of this section, the term "lockout" shall not be construed to include any bona fide reduction in the workforce or any replacement of employees engaged in any strike or other prohibited acts as outlined herein.

Section 13.4. In the event of any violation of Section 13.1 of this article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce employees to return to work and to resume their usual work duties. Every reasonable effort by the Union shall include but not be limited to, ordering both orally and by telegram or letter signed by the ranking Union officer with a copy directed to the Employer, all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge.

Section 13.5. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

ARTICLE 14
TRADE TIME

Section 14.1. A full-time firefighter may voluntarily trade work time with another full-time firefighter if both mutually agree to substitute for each other. All trades are subject to the approval of the Fire Chief or the Chief's designee and shall not create an overtime situation.

Section 14.2. The regularly scheduled employee shall indicate on the time card the actual hours worked, excluding any time covered by the trade. Any work hours covered by the substitute employee shall be indicated on the time card of the regularly scheduled employee by indicating the number of hours in writing and marking it with the initials (T.T.) for trade time.

Section 14.3. The substitute employee shall likewise clock in and out to indicate the actual hours worked and shall also indicate on the time card with the letters (T.T.) those hours involved in the trade. The Employer shall not be liable for payment of any hours worked by the substitute employee due to the trade.

Section 14.4. Employees are not permitted to subcontract or hire another individual to work their scheduled shift.

ARTICLE 15
CORRECTIVE ACTION

Section 15.1. Non-probationary bargaining unit employees shall not be reduced in pay, suspended, or discharged or otherwise disciplined except for just cause.

Section 15.2. The following procedures shall be followed before an employee is suspended, reduced in rank for disciplinary reasons or dismissed from public service:

A. A predisciplinary conference shall be conducted;

B. A written notice shall be given to the bargaining unit employee prior to the conference, containing the date, time, and location of the hearing and the alleged violation(s);

C. An employee shall have the right, if the employee desires, to have a union representative present at the predisciplinary conference;

D. During the conference, the bargaining unit employee will be given an opportunity to offer an explanation regarding the alleged misconduct or to refute the alleged violation(s).

An employee may be relieved from duty pending the predisciplinary conference.

Section 15.3. Counseling and verbal and written reprimands may be issued by the Fire Chief without having to follow the procedures outlined in Section 15.2 above.

Section 15.4. A bargaining unit employee shall receive a copy of any disciplinary action taken in regard to said employee and shall acknowledge in writing receipt of such copy.

Section 15.5. The employee may appeal any suspension, removal, or reduction for disciplinary purposes in accordance with the grievance procedures contained in this Agreement. The parties agree that the grievance procedure shall be the exclusive appeal procedure available to bargaining unit employees.

Section 15.6. Corrective actions may take the form of counseling, verbal reprimand, written reprimand, suspension, demotion, or termination of employment. The appropriate level of discipline will be determined by the Employer considering the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 16.1. The procedures contained in this article shall serve as the sole and exclusive method of resolving all grievances between the parties subject to this Agreement.

Section 16.2. The term grievance shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or improper application of a specific and express written provision of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor shall it apply to matters or subjects not covered by this Agreement.

Section 16.3. In order for a grievance to be considered under this procedure, the grievance must be presented in writing within fourteen (14) calendar days from the occurrence of the event which gave rise to the grievance.

All grievances must be processed at the proper step in progression in order to be considered at the subsequent steps. However, any grievance not answered by the Employer within the prescribed time limits may be advanced by the grievant to the next step in the grievance procedure. Failure of the Employer to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. Any grievance may be withdrawn by the Union at any point by submitting a statement to that effect in writing, or by permitting the prescribed time limits to lapse.

Section 16.4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. Aggrieved employee's name and signature.

B. Aggrieved employee's classification.

C. Date grievance was filed in writing.

D. Date and time grievance occurred.

E. The location where the grievance occurred.

F. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance.

G. A description of the incident giving rise to the grievance.

H. Specific articles and sections of the Agreement allegedly violated.

I. Desired remedy to resolve the grievance.

Section 16.5. Any suspension without pay, reduction in pay or rank, or discharge may be appealed through all of the grievance steps as set forth in this article. Verbal and written reprimands may be appealed through Step 2 of the grievance process as set forth in this article. If said grievance is not satisfactorily resolved after Step 2, the grievant or the Union may place a letter of rebuttal to the discipline in the grievant's personnel file. A verbal counseling not reduced to writing may not be appealed through the grievance process as set forth in this article.

Section 16.6. Valid grievances shall be processed in accordance with the procedures outlined in this article. Nothing contained herein shall prevent or limit an employee from informally discussing any alleged grievance or complaint with the Fire Chief, in an attempt to resolve the matter prior to filing a formal grievance, provided the time limit specified in Section 16.3 remains applicable.

Section 16.7.

STEP ONE. Any grievance appealed to this step shall be reduced to writing and filed in accordance with time limits specified in Section 16.3 above. The written grievance shall contain the information as specified in Section 16.4 above. The grievance shall be signed and dated by the grievant and shall be submitted to the Fire Chief. The Fire Chief shall date the grievance form, accurately showing the date received. The Fire Chief and/or designee shall investigate the grievance and shall schedule a meeting to discuss the grievance with the grievant and Union representative, if the grievant so desires a representative be present, within seven (7) calendar days of receiving the grievance. The Fire Chief or designee shall submit a written response to the grievant and the Union within seven (7) calendar days following the meeting. In the event the grievant is not satisfied with the response of the Fire Chief or designee, the grievant may appeal the grievance to Step Two.

STEP TWO. In the event the grievance is appealed from Step One, the grievance, along with all correspondence, shall be submitted to the Board of Trustees within seven (7) calendar days of the Step One answer or the date such answer was due. The Board and/or designee shall investigate the grievance and within seven (7) calendar days after receipt of the grievance set a date, if necessary, for a meeting with the grievant and Union Staff Representative, if the grievant desires a representative be present. The Board and/or designee shall reply to the grievant and the Union within seven (7) calendar days after completion of the grievance meeting or within seven (7)

days following receipt of the grievance, if a meeting is unnecessary. If the answer of the Board is not satisfactory, the grievant, with approval of the Union may appeal the grievance to Step 3.

STEP THREE. The decision of the Board of Trustees or their designee shall be final, conclusive and binding on all parties unless, within 14 calendar days after receipt of the Board's answer or the date such answer was due, the Union notifies the Chairman of the Board that the grievance is to be submitted to arbitration. Following receipt of the Union's request to arbitrate, the parties shall jointly request the American Arbitration Association (AAA) to furnish a panel of nine (9) arbitrators from Ohio who are members of the National Academy of Arbitrators. The parties shall request that the AAA only provide a list of arbitrators and shall select an arbitrator from the list by alternately striking names until only one name remains. The parties shall contact the arbitrator without the assistance of the AAA to arrange for a date and time for the hearing. Each party shall have the option to completely reject the list of names provided by the AAA and request another list.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the arbitrator's interpretation, application or enforcement of those specific articles, and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language herein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall decide the award based upon the issues presented on the basis of the reliable substantial facts or evidence in the record of the proceedings and the terms of this Agreement.

The arbitrator's decision shall be expressly confined to the precise issues submitted for arbitration and the arbitrator shall have no authority to determine any other issues not 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 any 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 monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Decisions of the arbitrator will be final, conclusive and binding upon the parties. All costs involved in obtaining the list of arbitrators shall be borne by the party requesting arbitration. Costs involved in obtaining a replacement list of arbitrators, due to either party's rejection of a list as provided above, shall be borne by the party rejecting the previous list.

All costs directly related to the services of the arbitrator shall be paid equally by both parties. Any expenses of any witness shall be borne by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter or request copies of the court reporter's recordings or transcripts.

Any request for arbitration which is not actively pursued for a period of 30 days or more, without a mutual agreement by the parties to extend such period, shall be considered resolved based on the Employer's last answer.

Section 16.8. It is the intention of the parties that all time limits in the above grievance procedure be met. However, the parties may mutually agree, for justifiable reasons, to extend a specified time limit. Such agreement must be in writing and signed by both parties prior to the expiration of the specified time limit. Should the grievant or the Union fail to comply with the time limits specified herein, the grievance will be considered to have been resolved based on the Employer's last answer.

ARTICLE 17
LABOR / MANAGEMENT MEETINGS

Section 17.1. In the interest of sound labor/management relations, upon request of either party once each quarter, the Employer and the Union agree to meet with not more than two (2) participants to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

Section 17.2. The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed and a list of representatives who will be attending. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held. The party receiving the request for a meeting shall submit its own list of representatives and agenda of matters to be discussed to the other party within five (5) days following receipt of the original request and agenda.

Section 17.3. The purpose of the labor/management meetings shall be to:

1. Discuss the administration of this Agreement;

2. Disseminate general information of interest to the parties;

3. Discuss ways to increase productivity and improve efficiency;

4. Consider and attempt to resolve health and safety matters relating to employees and work areas; discuss departmental rules, regulations, and/or standard operating guidelines.

Section 17.4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened without unreasonable delay.

Section 17.5. Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this article which are held during the employees' regular working hours.

ARTICLE 18
HOURS OF WORK / OVERTIME

Section 18.1. This article is intended to define the normal hours of work in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday, workweek, or work period. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day, per week, or per work period.

Section 18.2. The normal work schedule for bargaining unit employees shall consist of a three (3) platoon system with each platoon working three (3), 24 hour work shifts with 24 hours off duty between each of the first two (2) shifts and 96 hours off duty following the third shift.

Section 18.3. Firefighters working the above 24-hour shift will receive 3.38 hours of additional straight time pay each pay period, based upon the following calculation:

A. Each nine (9) day period equals 72 hours worked which is four (4) hours over the maximum of 68 hours permitted in nine (9) days under Fair Labor Standards Act (FLSA).

B. 365 days per year includes 40.56 nine-day periods.

C. Four (4) hours per nine-day (9) period multiplied by 40.56 yearly nine-day periods equal 162.24 overtime hours annually, divided by 24 pay periods computes to 6.76 overtime hours each pay period. Whereas straight time is already paid on the extra hours, additional half-time compensation shall be paid for these overtime hours to adjust for time-and-one-half pay. Therefore, each firefighter working his or her regular schedule shall receive one twenty-forth (1/24) of his or her base annual compensation plus 3.38 hours of straight time pay each pay period.

Section 18.4. A firefighter's straight-time hourly rate shall be computed by dividing his or her base annual compensation by 2756 which represents 53 hours per week times 52 weeks per year the employee is either working or is in active pay status.

Section 18.5. All hours worked by a firefighter outside of the firefighter's regularly scheduled work shift, shall be paid at a rate equal to one and one-half times the firefighter's regular straight-time hourly rate.

Section 18.6. Notwithstanding the above, for purposes of complying with the FLSA in the event a complaint is filed with the Department of Labor, Wage and Hour Division, overtime shall be

computed based on the minimum requirements of Section 207 (k) of the Fair Labor Standards Act.

Section 18.7. Whenever the Employer determines it is necessary to fill a shift vacancy due to sick leave, vacation, or other absence of the regularly scheduled employee, the Employer shall first offer the additional hours to available bargaining unit employees before offering such hours to part-time employees. The Employer agrees to develop a procedure for distributing opportunities to work overtime among bargaining unit employees and for ensuring employees do not work an excessive number of consecutive hours. The Employer reserves the right to require any or all bargaining unit employees to work overtime in order to meet the operational needs of the Fire Department.

Section 18.8. Any employee required to report for duty shall report as soon as possible after being notified. Bargaining unit employees shall report during an emergency in accordance with procedures established by the Employer.

Section 18.9. Employees required to report for duty at times not contiguous to their regularly scheduled shift shall be guaranteed a minimum of two (2) hours of pay at the rate of one and one-half times the employee's regular hourly rate.

Employees required to report to work early or remain after their normal quitting time, but not necessitating any additional travel to and from work, will be paid for the actual time worked.

ARTICLE 19
VACATION

Section 19.1. Bargaining unit employees are eligible for vacation leave after completion of one (1) full year of service.

Section 19.2. Bargaining unit employees earn paid vacation leave according to the following schedule:

Less than one (1) year of service	No vacation
.0385 hours of vacation per hour worked after one (1) year service is completed	Maximum 120 hours per year
.0577 hours of vacation per hour worked after the eighth (8th) year of service is completed	Maximum 168 hours per year

Vacation leave is accrued based on actual hours worked or while in active pay status. Vacation is not earned while on an unpaid leave of absence or during an unauthorized absence. Additional vacation leave is not accrued while working paid overtime hours outside the employee's regularly scheduled shift.

Section 19.3. Accrued vacation may be taken in minimum increments of two (2) hours. Vacation leave shall normally be taken within the 12 month period following the employee's anniversary date when such leave was earned. Employees may accumulate a maximum of two (2) years worth of vacation. Once an employee has accrued two (2) years worth of vacation, they may cash-in up to forty-eight (48) hours of accrued, but unused vacation leave each year. Cashing-in accrued, but unused vacation must be done in blocks of twenty-four (24) hours and only once per calendar year. At no time can an employee's account exceed this two (2) year level.

Section 19.4. Upon separation from employment, eligible employees with one (1) or more years of service with Bath Township Fire Department shall be paid for all earned but unused vacation leave up to the maximum accumulation permitted above. The employee shall be paid for such vacation at the employee's hourly rate of pay in effect on the date of separation.

Section 19.5. Employees shall request vacation leave in writing on a Request for Leave of Absence Form. All vacation scheduling is subject to approval of the Fire Chief based upon the operational needs of the Fire Department. Firefighters working the same workdays shall not be permitted to schedule vacation on the same date. Senior employees who submit their vacation requests by January 30 will be given preference, based on their seniority. Vacation requests submitted after January 30, must be submitted at least 24 hours in advance and will be considered on the basis of available dates remaining and the anticipated workload. If there are conflicting requests submitted after January 30, preference will be given to the employee submitting the request on the earlier date.

Employees that have vacation requests approved thirty (30) calendar days in advance of the requested dates shall not have such vacation cancelled. This provision does not apply to the "Premium Holidays" as defined in Section 20.4 of this agreement.

ARTICLE 20
HOLIDAYS

Section 20.1. Bargaining unit employees are entitled to the holidays listed herein. To be eligible for holiday pay, an employee must be in active pay status the last regular workday immediately preceding the holiday and the next regular workday following the holiday unless on approved leave approved at least 24 hours in advance.

Holidays: Eligible employees are entitled to the following holidays:

A. New Year's Day (January 1)
B. Martin Luther King Day (third Monday in January)
C. President's Day (third Monday in February)
D. Memorial Day (last Monday in May)
E. Independence Day (July 4)
F. Labor Day (first Monday in September)
G. Columbus Day (second Monday in October)
H. Veteran's Day (November 11)

I. Thanksgiving Day (fourth Thursday in November)
J. Day following Thanksgiving Day
K. Christmas Day (December 25)

Section 20.2. Other religious or ethnic holidays may be observed by requesting a day of vacation or an authorized leave of absence without pay.

Section 20.3. Bargaining unit employees shall receive eight (8) hours of pay at their regular hourly rate for each holiday observed.

Section 20.4. An employee scheduled and required to work on a holiday shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for each hour worked, plus the employee shall receive eight (8) hours holiday pay as provided above. If an employee is required to work on a "premium holiday" which they were not scheduled to work, they shall be paid at the rate of two (2) times their regular hourly rate of pay for each hour worked, plus receive eight (8) hours holiday pay as provided above. "Premium Holidays" shall be defined as: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day.

Section 20.5. If a holiday occurs while an employee who is regularly scheduled to work is on pre-approved vacation, sick leave, or other approved paid leave, the employee will be paid eight (8) hours holiday pay and the balance of the workday, not covered by holiday pay, will be deducted from the applicable paid leave balance.

Employees who are scheduled to work on a holiday but call in sick, will be charged vacation or sick leave for the workday and will not be entitled to holiday pay.

ARTICLE 21
SICK LEAVE

Section 21.1. All employees will earn .0575 hours of sick leave for each hour in active pay status including paid vacation and sick leave, but not during an unpaid leave of absence, layoff, or for overtime hours worked. Employees may accrue and carry over all sick leave. Sick leave shall be paid at the employee's regular hourly rate.

Section 21.2. Sick leave may be used upon approval of the Employer for the following reasons:

A. Illness, injury, pregnancy or childbirth related conditions of the employee or of a member of the employee's immediate family living in the same household where the employee's presence is reasonably necessary [a limit of three (3) days will be allowed for the care of the employee's wife and family during the post-natal period];

B. Exposure of the employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;

C. Death of a member of the employee's immediate family (sick leave usage not to exceed 48 work hours in accordance with the Funeral Leave Article herein);

D. Medical, dental or optical examinations or treatment of employee, or of a member of the employee's immediate family when the employee's attendance is reasonably necessary and when such examination or treatment cannot be scheduled during non-work hours. Employees shall make every reasonable effort to schedule appointments at times which cause the least disruption to their work responsibilities.

Section 21.3. Sick leave may only be used on a day which the employee was otherwise scheduled to work. Sick pay which may be used during the current pay period will be limited to the accumulated balance at the beginning of the current pay period. Advanced payment of sick leave is prohibited.

Section 21.4. For purposes of this article, "immediate family" is defined as the employee's: mother, father, child, stepchild, spouse, legal guardian or other person who stands in the place of a parent, or other blood relative living in the employee's home.

Section 21.5. Employees absent on approved sick leave shall be paid at their applicable hourly rate. If requested sick leave is denied and as a result an employee is overpaid, such over payment shall be deducted from the employee's next paycheck. Sick leave shall be charged in minimum increments of one (1) hour. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 21.6. Payment for sick leave is subject to final approval of the Board of Trustees. A request for sick leave shall be denied if:

A. The employee fails to comply with the procedures for properly requesting sick leave usage.

B. The employee fails to present a required medical practitioner's statement or a properly completed request form.

C. Investigation of the request discloses facts inconsistent with the proper use of sick leave, such as a pattern of using sick leave before or after regular days off, alteration of a medical practitioner's statement or other evidence of intent to defraud.

D. The employee requesting sick leave is working another job or participating in any recreational or social activity which is inconsistent with the reason the employee requested sick leave.

These circumstances shall also be grounds for disciplinary action which may include termination of employment.

Section 21.7. Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or

weekends or the excessive use of sick leave may result in sick leave denial and appropriate disciplinary action. Employees are expected to be home or hospitalized while on sick leave unless on a medical-related errand or appointment.

Section 21.8. An employee requesting sick leave for a scheduled medical appointment shall notify the Fire Chief as soon as possible and not later than 24 hours in advance of the appointment. An employee requesting sick leave for other than a scheduled appointment must notify the Fire Chief or the Chief's designee of the absence and reason therefore no later than one-half (½) hour prior to the employee's starting time. If the Fire Chief or designee is not available, the employee shall leave a message and the Chief or designee will return the call to obtain the reason for the employee's absence. Employees must follow the applicable notification requirement each and every day the employee is or will be absent, unless different notification requirements are approved in advance by the Fire Chief. Exhaustion of sick leave is no excuse for failure to notify and may result in the employee being considered absent without approved leave and subject to disciplinary action.

Section 21.9. Upon return to work from sick leave, an employee must complete a Request for Leave of Absence Form. Employees who obtain medical attention while on sick leave must attach a medical practitioner's statement to the Request for Leave of Absence Form, which must indicate the date and nature of the illness or injury and the date the employee is approved to return to work.

Section 21.10. If an illness or injury extends for three (3) or more workdays, or if the employee has established a pattern of sick leave usage, the Employer shall require that a medical practitioner's statement be submitted stating the date and nature of the illness or injury and that the employee is able to return to work and perform the duties of the employee's position. If an employee fails to provide a required medical practitioner's statement, the employee shall not be paid for the sick leave requested and shall not be permitted to return to work.

Section 21.11. Where sick leave is requested to care for members of the immediate family, the Fire Chief may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member.

Section 21.12. Once per calendar year, employees may convert twenty-four (24) hours of sick leave to personal leave. This personal leave will be deducted from the employee's sick leave accrual and must be used in the calendar year in which it was converted. Personal leave will be subject to the approval of the Chief and must be used in at least four (4) hour increments.

ARTICLE 22
SICK LEAVE CONVERSION

Section 22.1. Payment of accrued but unused sick leave will be made to each eligible employee upon disability or service retirement from active service with Bath Township Fire Department under Ohio Police and Fire (OP&F) pension fund. Such payment shall be made only once to any employee. The amount of such payment shall be one-fourth (¼) of the employee's accrued but

unused sick leave, up to a maximum payment for 336 hours. To qualify for said payment, the employee must have at least five (5) years of service with the Bath Township Fire Department.

Section 22.2. Payment shall be based on the employee's hourly rate of pay at the time of retirement. Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

Section 22.3. Beneficiaries of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified hereunder. Such payment shall be made in compliance with O.R.C. Section 2113.04.

Section 22.4. Employees eligible to receive payment under the terms of this article shall submit their written request to the Employer for such payment at least two (2) calendar weeks prior to their scheduled retirement date.

ARTICLE 23
FITNESS FOR DUTY

Section 23.1. Bargaining unit employees shall be required to successfully pass annual physical agility and respiratory fit tests and complete a medical questionnaire regarding their respiratory health. Employees shall also be subject to pre-employment, reasonable suspicion or random drug and alcohol tests, or medical examinations to determine their continued fitness for duty.

Section 23.2. When an employee notifies the Employer that the employee is no longer able to perform the essential functions of the employee's position, or the Employer has reasonable suspicion an employee has a medical, mental, or psychological problem which affects the employee's ability to perform the essential functions of the employee's position in a safe and efficient manner, the procedures outlined in this article shall be applicable.

Section 23.3. The Employer may require the employee to submit to a medical, mental, and/or psychological examination to determine the employee's ability to perform the essential functions of the position to which the employee is assigned. Such testing or examination shall be performed by a medical professional from the respective field selected by the Employer. The cost of such tests or examinations shall be paid by the Employer. When the employee initiates the claim of disability, the employee will be placed on available leave time until the results of the examination and/or tests are made known to the Employer. When the Employer has a reasonable suspicion of the employee's inability to perform the essential functions of the employee's position and initiates an examination and/or tests, the employee will be placed on paid administrative leave until the results of the examination and/or tests are made known to the Employer.

Section 23.4. If the employee is determined to be temporarily unable to perform the essential functions of the employee's position in a safe and efficient manner, the Employer may do any of the following:

A. Offer a reasonable accommodation upon request of the employee that will permit the employee to perform the essential functions of the employee's position without added risk of injury to the employee, other employees, or the general public.

B. Permit the employee to use the employee's accrued paid leave for the period of temporary disability verified by the doctor or psychologist.

C. If the employee exhausts all available paid leave, the Employer may grant the employee a temporary unpaid disability leave for the period of temporary disability verified by the doctor or psychologist, up to 30 workdays. A leave of absence, without pay, shall be solely at the discretion of the Employer.

D. If such temporary disability is due to an on-the-job injury approved for medical payments by the Ohio Bureau of Worker's Compensation, the Employer may direct the employee to return to work in light duty status, subject to the approval of the Fire Chief and with concurrence of a doctor who has identified the appropriate limitations of such light duty assignment. During such temporary, light duty assignment the Employer shall periodically review whether such light duty is practical.

Section 23.5. If an employee is determined to be permanently unable to perform the essential functions of the employee's position, the Employer shall schedule a disability review conference within 14 calendar days from receipt of such medical determination.

The conference shall be attended by the Employer and/or designee, the employee, and, if the employee desires, an IAFF Representative. At the conference, the employee may present any evidence, which the employee believes refutes the findings from the previous examination(s). If the employee has reason to doubt the findings from the previous examination(s), the employee may submit the results of a second examination conducted by a professional from the respective field selected and paid by the employee. If the results from the second examination differ from the first, a third physician will be chosen by the two (2) attending physicians. A medical report will be made available to the Employer containing medical information related to the employee's ability to perform the essential functions of the employee's position.

The cost of the third examination shall be shared equally by the Employer and the Union. The results of the third examination shall be final and binding on all parties. The employee shall remain on paid leave or disability leave until the examination process as outlined above has been completed.

Section 23.6. If an employee is found, after following the procedures herein, to be permanently unable to perform the essential functions of the employee's position, the Employer may terminate the employee's employment with the Township through a disability separation. The Employer will assist the employee in applying for a disability retirement.

Section 23.7. Any employee granted an unpaid disability leave in accordance with Section 23.4 (C) shall, upon returning, be placed in the employee's original position, or another position in the same classification. Employees on unpaid disability leave shall present the Employer with a physician's statement indicating the employee is able to perform the essential functions of the

employee's position before being permitted to return to work. The employee shall give at least one (1) week advance notice of the employee's desire to return to work.

Failure to return to work at the end of an authorized disability leave, without acceptable justification, will be deemed a voluntary resignation effective as of the scheduled expiration of the authorized leave.

Section 23.8. Employees on an approved disability leave without pay shall not accrue sick leave, vacation leave, or be entitled to holiday pay or other Employer provided benefits during such absence. A disability leave without pay shall not be considered a break in service for seniority purposes. An employee may remain on the Township's group health insurance plan while on a disability leave without pay provided the employee pays the full cost for such coverage.

ARTICLE 24
SAFETY

Section 24.1. The Employer and the Union agree that the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in an effort to promote safety and prevent on-the-job injuries.

Section 24.2. The Employer shall furnish and maintain, in good working condition, the necessary tools, facilities, vehicles, supplies, and equipment required for bargaining unit members to safely carry out their duties.

Section 24.3. Employees shall observe safe working practices, Employer safety rules, and utilization of provided personal protection safety equipment.

Section 24.4. All working conditions believed to be unsafe must be reported in writing to the Fire Chief or designee on a standardized form as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any, which are found, as soon as possible.

Section 24.5. The Union may request a labor/management meeting to discuss safety issues.

ARTICLE 25
WAIVER IN CASE OF EMERGENCY

Section 25.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Allen County Sheriff, or the Township Trustees, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances;

B. Work rules and/or agreements and practices relating to the assignment of employees.

Section 25.2. If valid grievances exist, they shall be processed upon the termination of the emergency in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 26
MILITARY LEAVE

Section 26.1. Employees working a regular schedule of 24 consecutive pay periods per year who enlist, are drafted, or otherwise called for active duty shall be eligible for an unpaid leave of absence in accordance with O.R.C. Section 5903.02 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 26.2. Full-time bargaining unit employees who are members of the Ohio organized militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, shall be entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods of up to 176 hours within each calendar year. There is no requirement that the service be in one (1) continuous period of time. However, the maximum total number of hours for which payment under this provision will be made, in any calendar year, is 176 hours.

Section 26.3. Employees who are entitled to military leave in accordance with Section 26.2 above, who are called or ordered to uniformed services for longer than 176 hours in a calendar year because of an executive order issued by the President of the United States or because of an act of Congress or because of an order to perform duty issued by the Governor pursuant to O.R.C. Section 5919.29, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the following:

A. The difference between the employee's gross monthly wage or salary as an employee of the Township and the gross uniformed pay and allowances received for the same month; or

B. Five hundred dollars ($500.00) per month.

No employee shall receive pay under this Section 26.3 while receiving pay under Section 26.2 above.

No employee shall be entitled to pay under Section 26.3 if the employee's uniformed pay and allowances exceed the employee's regular pay from the Employer.

Section 26.4. Employees shall submit to the Employer an order to duty or statement from the appropriate military commander as evidence of such duty in order to receive payment under this article.

Section 26.5. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leave may be filled on a temporary basis by the Employer.

ARTICLE 27
COURT LEAVE

Section 27.1. Bargaining unit employees shall be entitled to leave without loss of pay when subpoenaed for a court appearance or jury duty by the United States, the State of Ohio, or any political subdivision during regular working hours, unless such court appearance is in connection with the employee's personal business (e.g., traffic court, divorce proceedings, appearance with a juvenile, etc.). Employees who must appear in court regarding personal matters may request vacation or a leave of absence without pay to attend to such matters. This article shall not apply to employees who appear in court as part of their employment since such appearances are compensated as hours worked.

Section 27.2. Employees on paid court leave shall submit to the Township Fiscal Officer any compensation received from the court for court duty and shall be paid their applicable hourly rate for all regular work hours while on court leave. If any employee is called to appear in court or is called for jury duty, outside of the employee's regularly scheduled working hours or while on other authorized paid leave, all monies received as compensation for such court service shall be retained by the employee.

Section 27.3. An employee shall report for work following jury or court duty, if a reasonable amount of time (2 hours or more) remains during the scheduled workday, unless the employee has elected to have the time off charged against other appropriate leave. Employees shall complete a Request for Leave of Absence Form, attach thereto a copy of the subpoena or notice, and submit the completed form to the Fire Chief at least 24 hours prior to the scheduled court appearance.

ARTICLE 28
FUNERAL LEAVE

Section 28.1. In the event of the death of an immediate family member as defined herein, the employee shall, upon approval of the Fire Chief, be granted up to 24 hours of paid funeral leave.

Section 28.2. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless approved by the Fire Chief. If additional time off is required, the Fire Chief may authorize up to 48 hours of additional time off which will be deducted from the employee's sick leave balance.

Section 28.3. Employees shall receive their regular rate of pay for such leave, only for the days and the number of hours each day that the employee normally would have worked.

Section 28.4. Employees must notify the Fire Chief as soon as possible when they know they will be absent from work due to a death in the immediate family. Upon return to work the employee requesting Funeral Leave must complete a Request for Leave of Absence Form and submit the request to the Fire Chief for approval.

Section 28.5. For purposes of this article only, "immediate family" is defined as the employee's: mother, father, brother, sister, child, stepchild, spouse, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

ARTICLE 29
CERTIFICATIONS / LICENSURE

Section 29.1. All bargaining unit employees shall maintain all certifications necessary to be able to perform their duties as a firefighter/paramedic including but not limited to ACLS, PALS, and Hazmat Technician or be subject to immediate termination of their employment.

Section 29.2. Any bargaining unit employee, who was employed without possessing all required certifications, must obtain said certifications within the time frame contained in their letter of appointment or be subject to termination of employment with the Township.

Section 29.3. All bargaining unit employees shall maintain a valid driver's license which enables them to lawfully operate all fire department vehicles.

ARTICLE 30
WAGES

Section 30.1. All bargaining unit employees shall, effective April 16, 2016, be paid in accordance with the following wage scale:

Year		Start	Step 1	Step 2	Step 3	Step 4
Effective April 16, 2016	Base annual	$ 38,110	$ 39,450	$ 40,685	$ 41,921	$ 43,260
	Base per pay period	$1,587.92	$1,643.75	$1,695.21	$1,746.71	$1,802.50
	Pre-set FLSA	$ 46.75	$ 48.37	$ 49.89	$ 51.41	$ 53.07
	Base hourly	$ 13.83	$ 14.31	$ 14.76	$ 15.21	$ 15.70
	Hourly OT rate	$ 20.75	$ 21.47	$ 22.14	$ 22.82	$ 23.55
Effective January 1, 2017	Base annual	$ 39,253	$ 40,634	$ 41,906	$ 43,179	$ 44,558
	Base per pay period	$1,635.54	$1,693.08	$1,746.08	$1,799.13	$1,856.58
	Pre-set FLSA	$ 48.13	$ 49.82	$ 51.41	$ 52.96	$ 54.65
	Base hourly	$ 14.24	$ 14.74	$ 15.21	$ 15.67	$ 16.17

Year		Start	Step 1	Step 2	Step 3	Step 4
	Hourly OT rate	$ 21.36	$ 22.11	$ 22.82	$ 23.51	$ 24.26
Effective January 1, 2018	Base annual	$ 40,431	$ 41,853	$ 43,163	$ 44,474	$ 45,895
	Base per pay period	$1,684.63	$1,743.88	$1,798.46	$1,853.08	$1,912.29
	Pre-set FLSA	$ 49.58	$ 51.34	$ 52.93	$ 54.55	$ 56.28
	Base hourly	$ 14.67	$ 15.19	$ 15.66	$ 16.14	$ 16.65
	Hourly OT rate	$ 22.01	$ 22.79	$ 23.49	$ 24.21	$ 24.98

Platoon Chief Rate: 8% above Step 4 Firefighter pay

Section 30.2. Each step in the above pay scale following the "start" rate, shall represent one (1) additional year of service with the Bath Township Fire Department.

Section 30.3. Employees shall remain at the initially assigned pay step until their next anniversary date of employment, at which time they shall be advanced to the next pay step in progression for the applicable year.

Section 30.4. Employees shall advance to the next pay step in progression for the applicable year on the employee's anniversary date. There shall be no other wage adjustments throughout the year.

Section 30.5. Firefighters assigned as the Officer In Charge on a temporary basis for a minimum of one (1) twenty-four (24) hour shift shall be paid a wage supplement of $1.00 per hour for all hours worked as Officer In Charge.

Section 30.6. Full-time employees of the Fire Department, with eight (8) or more years of continuous service with the Employer, in addition to the employee's regular hourly rate, additional compensation at the following rates;

Beginning year 8 through 14 years	$1,000/year
Beginning year 15 through 24 years	$2,000/year
Beginning year 25	$3,000/year

These payments will be paid each pay period in equal payments.

ARTICLE 31
HEALTH AND LIFE INSURANCE

Section 31.1. Coverage. Bargaining unit employees shall be provided group term life insurance and group health insurance with coverage equal to that provided to the Township's non-bargaining unit employees.

Section 31.2. Eligibility. Employees must be actively employed by the Township and in active pay status to qualify for any portion of health insurance premiums to be paid by the Township. Employees on an approved leave of absence without pay may continue to participate in the Township's health insurance plan at the employee's sole expense.

Section 31.3. Notification of Status Change. Whenever an employee's family status changes due to marriage, divorce, birth of a child, a child becoming 18 years of age, or other similar occurrences, the employee is required to immediately notify the Township Fiscal Officer in writing. Employees failing to timely notify the Township Fiscal Officer of any family status change, shall be required to reimburse the Township for any expenses or costs incurred by the Township due to such failure. This shall include, but not be limited to, findings against the Township or its officials by the State Auditor which result from the employee's failure to notify the Township Fiscal Officer of a family status change.

Section 31.4. No Dual Coverage. Employees who are covered by a spouse's family insurance plan shall not be eligible for coverage under the Township's group health insurance plan. Employees are required to immediately notify the Township Fiscal Officer if they are or become covered under another group health insurance plan.

Section 31.5. The Board of Township Trustees maintains the right to select the insurance provider or other method of providing health and life insurance coverage. The extent of coverage and the cost to the employee, if any, shall also be determined by the Board; provided the cost to the bargaining unit employees shall not exceed the cost non-bargaining unit employees are required to pay.

ARTICLE 32
DRESS CODE

Section 32.1. The dress code for all employees will be established and set by the Fire Chief as governed by the State of Ohio.

ARTICLE 33
UNIFORMS

Section 33.1. The Employer shall rent or purchase a standard set of uniforms with Bath Township insignias for each eligible employee. Uniforms damaged during regular work activities shall be replaced without cost to the employee. Uniforms damaged due to negligence of the employee or misuse of the uniforms shall be replaced at the employee's expense. Whenever a uniform is damaged, the employee shall notify the Fire Chief or designee who shall determine if the item needs to be repaired or replaced. The Fire Chief shall also determine if the uniform has been damaged due to misuse or negligence of the employee.

Section 33.2. Employees shall be obligated to maintain and launder their uniforms and report for duty in a clean standard uniform. The uniforms shall be worn to standards set forth by the Fire Chief and not altered in any manner.

Section 33.3. The standard set of uniforms for bargaining unit employees will be:

2 short sleeve uniform shirts
1 long sleeve uniform shirt
2 short sleeve polo shirts
1 uniform hat
4 pair station/work pants
1 uniform tie
1 pair dress pants
1 dress uniform coat
1 all season jacket/coat
5 t-shirts with FD logo
1 coat badge
1 shirt badge
1 uniform belt
1 long sleeve work/sweatshirt
Helmet
Bunker coat
Bunker pants
Gloves (2 pr)
Safety glasses
Nomex hood
Turnout boots
Suspenders

The style, type, and/or manufacturer of the uniform items or equipment provided shall be determined by the Employer.

Section 33.4. Subsequent to the issue of the initial standard set, uniforms will be ordered annually. In July of each year the Employer will inventory each employee's uniform needs and order uniforms accordingly.

Section 33.5. Uniforms shall not be worn by employees while off duty except when traveling to or from work unless authorized in advance by the Fire Chief. Bath Township insignias or uniforms shall never be worn in public while consuming alcoholic beverages.

All issued insignias and uniforms shall remain the property of Bath Township. At the discretion of the Employer, an employee may be required to return all uniforms with insignias to the Township.

Newly hired employees shall be issued their initial set of uniforms at the appropriate time as determined by the Fire Chief.

Section 33.6. Employees are eligible for reimbursement up to $150.00 per year for additional uniform and equipment expenses. All reimbursements are subject to approval by the Fire Chief.

ARTICLE 34
BULLETIN BOARDS

Section 34.1. Information may be posted by the Union on a bulletin board designated for the Union's use, only with the approval of the Fire Chief. Employees wishing to have material posted shall submit the material to their Local Union Representative who will request the posting.

Section 34.2. No information shall be posted on bulletin boards that contain:

A. Personal attacks upon any employee or public official;

B. Scandalous or derogatory remarks about any employee, public official, or governmental unit or agency;

C. Attacks on and/or unfavorable comments regarding a candidate for public office; or

D. Attacks on any organization or group.

Material posted in violation of this policy shall be removed from the bulletin board and the employee shall be subject to appropriate discipline as determined by the Employer.

ARTICLE 35
APPLICABILITY OF LAW

Section 35.1. It is the intent of the parties that this Agreement shall govern the wages, hours, terms and conditions of employment for the employees within the recognized bargaining unit. Therefore, any provisions of the Ohio Revised Code or the Ohio Administrative Code in conflict with any provisions herein, which can be waived in accordance with Ohio's collective bargaining law (O.R.C. Chapter 4117), are hereby waived, and superseded by the terms of this Agreement.

Section 35.2. It is further agreed that the grievance procedure contained in this Agreement is intended to supersede and replace any legal or administrative appeal procedures relating to employment matters contained in state law.

Section 35.3. Notwithstanding the above, it is recognized that the Employer has maintained the right to establish rules, policies and procedures to regulate the conduct of employees and the delivery of its services to the public.

ARTICLE 36
SEVERABILITY

Section 36.1. If a court of competent jurisdiction finds any provision of the Agreement to be contrary to any applicable state statute not superseded in accordance with Article 35 or any

federal or constitutional law, such provision shall be of no further force or effect, but the remainder of the Agreement shall remain in full force and effect.

Section 36.2. The parties agree that should any provisions of the Agreement be found to be invalid, that they will, upon written request by either party, schedule a meeting within 30 calendar days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

ARTICLE 37
COPIES OF AGREEMENT

Section 37.1. As soon as possible following the signing of this Agreement, the Employer shall prepare copies of this Agreement for each bargaining unit employee and provide the Union an electronic copy.

ARTICLE 38
DURATION

Section 38.1. The provisions of this Agreement shall be effective April 16, 2016 and shall remain in full force and effect through the end of the work shift on April 15, 2019.

Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to nor later than 60 calendar days prior to the expiration date of this Agreement.

Such notice shall be by timely written notice with receipt acknowledged.

Section 38.3. The parties acknowledge that during the negotiations which resulted in this Agreement the full understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this 5th day of April, 2016.

FOR THE BATH TOWNSHIP, ALLEN COUNTY, BOARD OF TRUSTEES:

Roy A. Hollenbacher, Trustee

Ronald L. Miller, Trustee

William F. Degen, Trustee

John J. Krock, Management Consultant

MANAGEMENT BARGAINING COMMITTEE

Joseph Kitchen, Fire Chief

FOR THE BATH TOWNSHIP PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 4539

Michael Taylor, Staff Representative

Jared Jenkins, Local Union President

BATH TOWNSHIP
ANALYSIS OF CALCULATIONS OF RATES CONTAINED IN ARTICLE 30 — IAFF AGREEMENT

Base Annual Salary	Negotiated salary for all hours worked on regular schedule.
Base Per Pay Period	Base annual salary, divided by 24 pays per year, rounded to the nearest whole cent.
Pre-set FLSA	In accordance with Section 18.3, firefighters receive an additional 3.38 hours of straight-time pay per pay period to compensate them for the over-time hours built into their regular work schedule for which the annual salary has only paid them straight-time. (3.38 hours x base hourly rate, rounded to the nearest whole cent.)
Base Hourly	Base annual salary divided by 2756, which represents the non-overtime hours contained in a firefighter's regular schedule each year. This number is then rounded to the nearest whole cent.
Hourly Overtime Rate	Base hourly rate multiplied by 1.5, rounded to the nearest whole cent.

MEMORANDUM OF UNDERSTANDING

The Bath Township Board of Trustees (Employer) and the Bath Township Professional Fire Fighters, IAFF Local 4539 (Union) agree that Platoon Chiefs will be paid in accordance with the following wage scales (Article 30, Wages, of the current Collective Bargaining Agreement):

	6-13-16	1-1-17	1-11-18
Base annual	$46,721	$48,123	$49,567
Base per pay period	$ 1,947	$ 2,005	$ 2,065
Pre-set FLSA	$ 57.29	$ 59.01	$ 60.81
Base hourly	$ 16.95	$ 17.46	$ 17.99
Hourly OT rate	$ 25.43	$ 26.19	$ 26.99

FOR THE TOWNSHIP: **FOR THE UNION:**

_____ _____

_____ _____

_____ _____

DATE SIGNED:_____