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AGREEMENT BETWEEN
COPLEY TOWNSHIP BOARD OF TRUSTEES
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3130
COPLEY FIREFIGHTERS
JANUARY 1, 2012 to DECEMBER 31, 2014

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AGREEMENT

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THIS AGREEMENT is made and entered into this ___ day of ~~April~~ March, 2012, by and between the Copley Township Board of Trustees, Summit County, Ohio (hereinafter designated as the "Township" or "Employer") and the Copley Firefighters, International Association of Firefighters Local 3130 (hereinafter designated as the "IAFF" or "Union").

ARTICLE 1 PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relations with its employees and to insure the orderly and uninterrupted efficient operations of government, the Township now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A. To set forth the full and complete understanding and agreement between the parties with respect to rates of pay, benefits and other terms and conditions of employment of the employees covered by this Agreement;
- B. To promote individual efficiency and service to the citizens of Copley Township;
- C. To avoid interruption or interference with the efficient operation of the Township's service to citizens and to provide the procedures for the prompt, peaceful and equitable settlement of grievances respecting the terms of this Agreement; and
- D. To promote fair and reasonable working conditions.

ARTICLE 2 RECOGNITION

Section 2.1. IAFF. The Township hereby recognizes the IAFF as the sole and exclusive representative of the Township's employees identified in Section 2.2 hereof for the purpose of collective bargaining, as defined in Section 4117.01 of the Ohio Revised Code.

Section 2.2. Bargaining Unit Members. Employees included in the bargaining unit are all full-time Fire/Medics.

Section 2.3. Exclusions. Excluded from the bargaining unit are the Fire Chief, Assistant Chief and all other employees of the Township.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1. Township Rights. The IAFF recognizes and accepts that except as otherwise expressly limited in this Agreement, all rights, privileges and responsibilities of the Township shall solely remain the function of the Township. The Township has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the Township, in its sole and exclusive discretion judgment, to:

- A. Determine matters of inherent managerial policy, which includes but are not limited to, areas of discretion or policy such as the functions and programs of the Township, standards of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Township as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the Township as a governmental unit.
- J. To determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement.
- K. To consolidate, merge or transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work.

Section 3.2. Agreement in Writing. No alteration, variation, waiver or modification of any of the terms or conditions of this Agreement shall be binding upon the Township or the Union unless such an agreement is made and executed in writing between the parties hereto.

Section 3.3. Township Authority. The Township shall have the right to promulgate and publish policies, procedures, directives, and work rules regulating the conduct of bargaining unit employees and informing employees of the types of conduct, which shall be deemed inappropriate.

ARTICLE 4 DUES CHECK-OFF AND FAIR SHARE FEE

Section 4.1. Dues Deduction. The Township will deduct regular monthly dues in the amount certified in writing to the Township by the Secretary of Local 3130, IAFF, from the pay of any member who voluntarily signs and timely submits a dues deduction authorization form permitting said deductions. Upon receipt of the proper authorization, the Township will deduct IAFF dues from the payroll check for the next pay check in which dues are normally deducted following the pay check in which the Township received the authorization.

Section 4.2 Other Deductions. Monthly payroll deductions for IAFF~~The Township shall deduct dues, initiation fees, or assessments and employee health insurance contributions~~ will be made in two equal installments from the first and second pay checks ~~check~~ in each calendar month. The Township shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of IAFF dues.

Section 4.3. Dues Withheld. A check in the amount of the total dues withheld from employees authorizing a dues deduction shall be tendered to the Treasurer of the IAFF within thirty (30) days from the date of making said deductions.

Section 4.4. Authorization Cards. Members who complete dues deduction authorization cards shall have their dues deductions continued for the term of this Agreement subject to the right to request cancellation of dues deduction during the twenty (20) workday period immediately preceding any anniversary date of this Agreement. In order to exercise this check-off cancellation correctly, a member must notify the Township and the IAFF by certified mail during the twenty (20) day period.

Section 4.5. Dues Deduction and Township. 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. The IAFF hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings or any other forms of liability or cost by any employee arising out of or related to any action taken or not taken by the Township pursuant to this Article. Once the funds are remitted to the IAFF, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

Section 4.6. Members. Any member of the bargaining unit who has elected to become a member of the IAFF as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain a member in good standing, subject to

the right of each member to revoke his membership at the same time as specified in Section 4.4 for revocation of dues check-off.

Section 4.7. Notification to Township. The rate at which dues are to be deducted shall be certified in writing to the Township Fiscal Officer by the Treasurer of the IAFF during December of each year. One (1) month advance notice must be given the Township Fiscal Officer prior to making any changes in an individual's dues deductions.

Section 4.8. Fair Share Fee. On or after sixty (60) days following the date of employment or the date of this Agreement, whichever is the latter, all employees in the unit who are not members of the IAFF shall pay to the IAFF Fair Share fee. The Township shall transmit the aggregate Fair Share fees to the IAFF at the same time and in the same manner as regular dues. Such employees need not sign an authorization card for such deduction to be made. The amount of the Fair Share fee is to be determined by the IAFF, which shall have the sole responsibility for the accuracy of such amount.

Section 4.9. Hold Township Harmless. The IAFF shall indemnify and hold the Township harmless from any claims, suits, or actions resulting from its collection of Fair Share fees.

ARTICLE 5 NO STRIKE/NO LOCKOUT

Section 5.1. Strike. It is expressly recognized by the IAFF that any strike by members of the bargaining unit would be in violation of Chapter 4117 of the Ohio Revised Code. Neither the IAFF nor any of its officers, agents or representatives nor any member of the bargaining unit covered by this Agreement will authorize, instigate, cause, promote, aid, sponsor, engage in, or condone any strike, sympathy strike, slow-down, sit-down, stay-in, sick-out, concerted stoppage of work, mass resignations, mass absenteeism, the willful absence from one's position, the abstinence from the full, faithful and proper performance of all of the duties of employment, or any other intentional interruption, restriction, or interference with the operations or services of the Township. If a strike or any other interruption of work as identified above is engaged in by members of the bargaining unit, said bargaining unit members will be subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct in violation of this Article. If it is determined that the conduct occurred, the discipline imposed by the Township cannot be altered. Furthermore, it is recognized that the Township has the right to seek an injunction against the strike in the Summit County Court of Common Pleas. It is recognized by the IAFF that in accordance with O.R.C. Section 4117.15(b), neither the IAFF nor its members can rely upon any alleged unfair labor practice by the Township in support of any strike activity.

Section 5.2. Violation. If a violation of this Article occurs, the IAFF will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of this Article and take appropriate action against anyone who continues to engage in such a

violation. If the IAFF discharges its obligations, it shall not be liable for the unauthorized and uncondoned acts of individual bargaining unit members. If the IAFF fails to discharge its obligations, the dues check-off provisions normally required under this Article shall be suspended for one (1) month for each day of any strike in violation of this Article. In any dispute over the suspension of check-off, it will be the burden of the IAFF to demonstrate a good faith effort to discharge its obligations hereunder. Nothing herein shall be construed as a limitation upon or election of remedies by the Township.

Section 5.3. Township and Lockout. The Township agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the IAFF, unless the IAFF shall have violated any provision of this Article.

ARTICLE 6 PROBATIONARY PERIOD

Section 6.1. Fire/Medic. A new bargaining unit employee shall be on probation for a period of one (1) calendar year from the effective date of his or her full-time appointment. During the probationary period, a bargaining unit employee appointed to a full-time Fire/Medic position may be disciplined up to and including removal from the service of the Township Fire Department and from Township employment at any time and for any reason without recourse under this Agreement or otherwise.

Section 6.2. Chief Fire Inspector, Lieutenant or Captain. A bargaining unit employee appointed from outside the Department or promoted from within the Department to the position of Chief Fire Inspector, Fire Lieutenant or Fire Captain shall be on probation for a period of one (1) calendar year from the effective date of such appointment or promotion. A written evaluation shall be given to the employee, stating any areas of deficiency and suggestions for improvement. The Chief will review this evaluation with the employee within the first four (4) months, then again within the first eight (8) months, with the final evaluation within twelve (12) months.

- A. During the probationary period, an employee who was appointed from outside the Department to the position of Chief Fire Inspector, Fire Lieutenant or Fire Captain may be removed from the service of the Township Fire Department and from Township employment at any time and for any reason without recourse under this Agreement or otherwise.

- B. During the probationary period, an employee who was promoted from within the Department to the position of Chief Fire Inspector, Fire Lieutenant or Fire Captain may be returned to the position and reduced in rank to the rank which he/she formerly held prior to such promotion, at any time and for any reason without recourse under this Agreement or otherwise.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1. Definition. A grievance is a dispute between the Township and the IAFF or an employee or group of employees as to the interpretation, application, or alleged violation of a specific provision of this Agreement. Both parties agree that all grievances should be dealt with promptly and should encourage informal settlement of disputes.

Section 7.2. Who May Bring Grievance. Except as provided in Article 6, a grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member of the group in the same manner, the grievance shall be processed for the benefit of all affected members.

Section 7.3. Time Limits. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or not advanced from one step to the next by the IAFF or employee within the specified time limit shall be considered dismissed with prejudice. Failure at any step of this procedure to communicate the decision on a grievance by the Township within the specified time limits shall permit the employee to lodge an appeal at the next step of the procedure. Any time limits within this Article may be extended by the mutual agreement of the Township and the IAFF.

Section 7.4. Grievance Information. 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 first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident, giving rise to the grievance.
- H. Specific Articles and Sections of the Agreement violated.
- I. Resolution requested.

Section 7.5. Grievance Steps. For the purpose of this Article, the word “day” shall mean calendar day, excluding Saturdays, Sundays, and legal holidays. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the IAFF;

Step One: A grievance must be reported orally within five (5) days of the occurrence giving rise to the dispute to the Fire Chief, or his designee, of the Fire Department. If the grievance is not resolved by the first Step, it shall move to Step two.

Step Two: If a grievance is not settled at the first Step, the IAFF or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Chief, or his designee, within seven (7) days after the occurrence, giving rise to the dispute. The Fire Chief, or his designee, shall reply in writing within five (5) days after the receipt of the written grievance.

Step Three: If the grievance is not settled at Step Two, the IAFF may appeal, in writing, to the Copley Township Board of Trustees. Such appeal must be submitted within five (5) days after receipt of the Step Two reply or within five (5) days of expiration of the Chief's allotted time for a reply. The Board of Trustees shall reply in writing to the IAFF within fifteen (15) days of receipt of the grievance. In grievances concerning discipline, the Township Trustees shall have the power to affirm the decision rendered at Step 2, or reduce the discipline imposed by the Chief. The Township Trustees shall have no authority to increase the discipline rendered.

Step Four: If the grievance is not resolved at Step Three, either party to the grievance may, within five (5) days, request in writing that the grievance be submitted to arbitration.

ARTICLE 8 ARBITRATION

Section 8.1. Arbitrator. No later than ten (10) days after a notice to arbitrate is given, representatives of the Township and the IAFF shall confer to mutually agree upon an arbitrator who shall be located in the northeastern Ohio area. If unable to agree within ten (10) working days after the notice to arbitrate is given, then the party requesting arbitration shall, within fifteen (15) days after a notice to arbitrate is given, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) who shall be located in the northeastern Ohio area.

Section 8.2. Arbitration Procedures.

- A. Within five (5) days after receipt of the panel of arbitrators, the parties shall meet or confer to select the arbitrator. Each party shall alternately strike one name from the list, with the last remaining name designated as the arbitrator to hear the dispute in question. The party requesting the arbitration shall be the first to strike a name from the list.
- B. Prior to striking names from the panels supplied by the FMCS, either party may request that the list be rejected by either party, the parties shall request the FMCS to submit another panel of seven (7) arbitrators who shall be located in the northeastern Ohio area, and the selection of the arbitrator shall be in accordance with Section 8.2(A).
- C. All procedures relating to the hearing before the arbitrator shall be conducted pursuant to the rules of the FMCS.
- D. The fees and expenses of the arbitrator will be borne by the party losing the grievance. If the decision does not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator or in what proportion the parties shall share the cost. The cost of the hearing room, if any, shall be split equally by the parties. All other expenses, including the cost of attendance of witnesses, representation, purchase of transcript of proceedings, or other incidental expenses shall be borne by the party incurring them.
- E. IAFF representatives or employee witnesses who are principals to the grievance shall not lose pay for time spent in the grievance or arbitration proceedings if same occurs during the employee's regularly scheduled working hours, provided the IAFF's position is sustained by the arbitrator.
- F. The arbitrator shall hold the necessary hearings promptly and issue his decision and award in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties, subject only to judicial review as provided in Ohio Revised Code Chapter 2711.
- G. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter the specific written provisions of this Agreement or the language contained therein in arriving at a determination. The arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him, or to submit observations or declarations or opinions, which are not directly essential in reaching a determination.

- H. It is agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provisions of this Agreement are the exclusive remedies for a bargaining unit member's resolution of employment-related matters and are a substitute for any and all statutory, common law or administrative remedies.

ARTICLE 9 NON-DISCRIMINATION

Section 9.1. Definition of Discrimination. In accordance with applicable laws and regulations, both the Township and the IAFF agree not to discriminate against any bargaining unit employee on the basis of his or her race, creed, color, national origin, sex, age, religion, genetic information, or disability. The Township and the IAFF further agree not to discriminate against any bargaining unit employee on the basis of Union membership or non-membership or because the employee engages in or refrains from engaging in lawful Union activity. However, no dispute or controversy arising under this Article shall be grievable pursuant to the Grievance and Arbitration Articles of this Agreement to the extent any applicable law or regulation provides an avenue of relief available to the affected employee.

Section 9.2. Definition of Employees. All references to employees in this Agreement designate both sexes, and, wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 10 UNION REPRESENTATION

Section 10.1. Written Notification. No employee shall be recognized by the Employer as a Union officer or grievance representative until the IAFF has presented the Employer with written certification of that person's selection.

Section 10.2. Pay for Attending Meetings and Grievance Hearings. The investigation and writing of grievances shall be on non-duty time, where practicable. Attendance at grievance hearings and other meetings in accordance with the provisions of this Agreement during regular duty hours shall be without loss of pay. However, employees shall not be compensated for attendance at such hearings and/or meetings during non-duty hours.

Section 10.3. Rules. Rules governing the activity of IAFF representatives are as follows:

- A. The IAFF agrees that no official of the IAFF shall interfere, interrupt, or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF business during working hours, except upon the prior approval of the Chief or his designee.

- B. IAFF officers or grievance representatives shall not leave their assigned work area to conduct IAFF business during working hours except upon the prior approval of the Chief or his designee.
- C. IAFF officers or grievance representatives shall not leave their assigned work area to conduct IAFF business unless and until they have been released by the Fire Chief or his designee.

Section 10.4. Storage of Union Files and Equipment. The Township will provide reasonable space at the fire station for the storage of Union files and equipment. Such files and equipment shall be maintained only in such area designated by the Chief.

Section 10.5. Time Off to Participate. One member of the negotiating committee will be allowed time off to participate in negotiating meetings with the Employer, if held during the member's assigned shift, without loss of pay.

Section 10.6. Bulletin Board. The Township will provide reasonable space at the Fire Station for a bulletin board for Union business. Cost and placement of such shall be the responsibility of the Union. No materials may be posted on the bulletin board containing political references, obscenity, or anything which reflects negatively on the Township, its elected officials, employees, or any labor organization among its employees.

Section 10.7. Time Off for Union Education. For the purpose of union education, up to twenty-four (24) hours per calendar year will be allowed for time off to attend such classes. The Union president or his designee will request such time at least 30 days in advance. Such time will only be approved if it does not disrupt department operations. Such time off will be charged to the employee's vacation, personal, holiday or compensatory time.

ARTICLE 11 LABOR/MANAGEMENT MEETINGS

Section 11.1. Labor/Management Meetings. In the interest of harmonious labor/management relations, the Township and the IAFF will hold Labor/Management meetings when mutually feasible during the term of this Agreement upon the request of either party, but not more than once per calendar quarter unless otherwise mutually agreed. The meeting shall be at a mutually agreed upon time, place and date. The purpose of the meeting(s) shall be to discuss items of interest to the Township, the IAFF and its membership, including those items set forth in Section 11.2, which are not recognizable under this Agreement's grievance procedure. An agenda of the matters to be taken up at the meeting shall be submitted by either party at least forty-eight (48) hours in advance of such meeting and topic discussed shall be confined to those included in the agenda. No more than four (4) representatives of the Township or of the IAFF shall participate in any one joint labor/management committee meeting.

Section 11.2. Purpose of Meetings. The purpose of such meetings shall include:

- A. Discussing the administration of this Agreement.
- B. Notifying the IAFF of changes made by the Employer, which affect bargaining unit members.
- C. Discussing the grievances which have not been processed beyond Step 3 of the grievance procedure but only when such discussions are mutually agreed to by the parties.
- D. Disseminating general information of interest to the parties.
- E. Discussing ways to increase productivity and improve efficiency.
- F. Giving the IAFF representatives the opportunity to share the view of their members on topics of interest to both parties.
- G. Considering and discussing health and safety matters relating to employees.

Section 11.3. Intention. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 12 NEGOTIATING PROCEDURE

Section 12.1. Notice. When a party serves a timely notice to negotiate pursuant to Article 33 of this Agreement, the parties shall abide by the negotiating ground rules of this Article.

Section 12.2. Tentative Agreements by Each Negotiation Team. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the local Union membership and subject to the approval of the Copley Township Board of Trustees.

Section 12.3. Submitted in Writing. All proposals shall be reduced in writing, typed and submitted to other party in sufficient quantity to provide each member of the bargaining unit with same.

Section 12.4. Tentative Agreements. Written tentative agreements shall be initialed by both parties, but not become effective until a full agreement is approved and executed.

Section 12.5. Selection of Bargaining Team. The Township and the Union shall each select its own bargaining team, which may consist of a total of up to three members. If the parties anticipate utilizing any additional specialists with respect to benefits or other matters, they shall give the other party at least twenty-four (24) hours written notice of same.

Section 12.6. Chief Negotiator. There shall be one designated spokesperson (the Chief Negotiator) on each side, except that he/she may, on occasion, ask one of his team members to speak on a specific issue.

Section 12.7. News Release. It is agreed that during the negotiating period and prior to the execution of a final tentative agreement, neither party will issue a statement regarding negotiations to the news media on a unilateral basis. If a statement regarding negotiations should become necessary, the parties shall mutually agree upon the contents of a news release. If any member of the local Union or the Copley Township Bargaining Committee violates this provision, this Section shall lapse and shall no longer be of any force and effect.

ARTICLE 13 PROMOTIONS

Section 13.1. Promotional Assessments. The Township will conduct promotional assessments for the positions of Chief Fire Inspector, Lieutenant and Captain. The Township retains the right to select the qualifications for the position, the assessment methods to be administered and the factors to be considered. The assessment will be prepared by an independent entity selected by the Township. Each candidate will receive their score and ranking within 30 days after completion of all components of the promotional assessment.

Section 13.2. Posting. Notice of a promotional assessment will be posted for thirty (30) continuous days. After expiration of the posting period, applicants will be notified of the date, time and place of the assessment. Applicants will have at least forty-five (45) days' advance notice if study preparation time is required or thirty (30) days' advance notice if study preparation time is not required. The notice will include a list of suggested reading material to assist applicants in preparing for the assessment, if applicable; the weight to be given to each component part of the promotional assessment; and the total passing score for the promotional assessment.

Section 13.3. Applications. Applications for promotional assessments are limited to bargaining unit members only, except in the following circumstances:

- A. Inadequate Number of Applicants.** If fewer than three (3) qualified bargaining unit members apply for a promotional assessment, the Township may: proceed with the assessment; re-post the assessment and accept applications from qualified external applicants; or, after interviewing the internal applicant(s), waive the promotional assessment and promote any of the internal applicants.

- B. Inadequate Number of Passing Candidates.** If fewer than three (3) candidates achieve a passing score, the Township may: promote any candidate with a passing score; or re-post and re-administer the assessment.
- C. New Position.** If the Township creates a promotional position not currently recognized in this Agreement, the Township shall accept applications for a promotional assessment from qualified internal applicants.

Section 13.4. List. Within thirty (30) days after completion of all components of the promotional assessment, a list will be compiled containing the names of all persons who passed the assessment and the ranking. After interviewing the candidates, the Township shall select one of the top three (3) persons on the list for appointment to the position. The list will expire one (1) year after the date of compilation unless extended by the Trustees for a total duration of not more than two (2) years.

ARTICLE 14 DISCIPLINE/CORRECTIVE ACTION

Section 14.1. Township Rights. The Township shall have the right to discharge or otherwise discipline any non-probationary employee for good cause shown.

Section 14.2. Discipline Procedure and Process. All discipline shall be subject to the grievance procedure and arbitration process as provided elsewhere in this Agreement.

Section 14.3. Notice. Non-probationary employees shall not be discharged or given a disciplinary suspension without first being given notice of the impending action, the basis for the action and an opportunity to attend a conference with the Chief or his designee to present reasons why the impending action should not be taken. Such a pre-suspension/discharge conference will not be required when the Township determines that a serious offense has occurred and that it is in the best interest of the Township to temporarily remove such employee from service pending a determination as to what, if any, appropriate discipline shall be imposed.

ARTICLE 15 LAYOFFS AND RECALL

Section 15.1. Reduction in Work Force. Whenever the Township, in its sole discretion, determines that a reduction in the work force or elimination of a job classification is necessary or desirable, employees of the Fire Department shall be laid off in the following order:

- A. Temporary or seasonal employees;
- B. Probationary (new hire) employees;
- C. All part-time employees;

D. Full-Time employees who have finished their probationary period.

Section 15.2. Sequence of Layoff and Recall. If the Township decides to reduce the work force, non-probationary bargaining unit employees shall be laid off in order of their length of service as full-time employees of the Fire Department, with the least senior employee being laid off first, provided the remaining employees have the experience, skills and ability to do the work. Employees shall be recalled from layoff in reverse order of their layoff.

Section 15.3. Bumping Rights. Bargaining unit employees who are laid off shall not have bumping rights to any other department of the Township. Employees laid off from other departments of the Township shall not have any bumping rights to positions within the bargaining unit of the Fire Department.

Section 15.4. Wages. Employees displaced by a reduction in force shall receive all earned but unpaid wages on the next regularly scheduled pay date as well as payment for all accumulated but unused compensatory time at their regular rate of pay received by the employee at the time of his/her layoff. If an employee's layoff exceeds twenty-six (26) weeks, then he/she shall be entitled to receive, upon request, all accumulated vacation pay.

Section 15.5. Eligibility for Recall. Full-time employees who have been laid off from the Fire Department shall be eligible for recall to the Fire Department for a period equal to the shorter of twenty-four (24) months or the length of their full-time employment with the Department. Written notice of recall from layoff shall be sent to the employee's last known address by the Township, by certified mail, return receipt requested. An employee must contact the Township within ten (10) days following the date on which the notice of recall is mailed and must be willing and able to return to work within fourteen (14) days following the date on which the notice of recall is mailed, unless the Township, in its sole discretion, grants the employee a longer period of time in which to return to work.

Section 15.6. Employee Replacement. The Township shall not use a part-paid employee to replace a full-time employee on layoff status. A part-paid employee shall not be deemed to have replaced a full-time employee unless the part-paid employee works the same schedule as did the full-time employee and is paid in excess of 35 hours per week.

Section 15.7. Notice. Notice of fourteen (14) days shall be given to any employee who is to be laid off. At the option of the Township, pay in lieu of notice may be given.

ARTICLE 16 ALCOHOL AND DRUG TESTING

Section 16.1. Copley Township has a strong commitment to the health, safety, and welfare of its employees, their families, and its residents. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, business, and the community at large.

- A. Copley Township is concerned that, in the event of substance abuse among our employees, the safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.
- B. It is the goal of Copley Township to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the general public.
- C. The parties recognize that there are certain, limited circumstances which can occur in conducting legitimate emergency medical service activities, in which it is appropriate for an employee to handle alcohol or controlled substances. This Article is not intended to apply to and/or hamper lawful drug and/or alcohol activities in connection with Department-authorized training and/or administering of medications in connection with an employee's assigned duties.

Section 16.2. The Chief or his designee is responsible for implementing and communicating these policies. Any questions regarding these policies or procedures should be directed to the Chief or his designee.

Section 16.3. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating this Article. Employees who voluntarily admit problems with drugs or alcohol prior to violating this Article will not have their job security or promotional opportunities jeopardized by a first request for treatment. Employees should not read this to mean that a first request for treatment will automatically excuse them from discipline or discharge where the Employer initiates corrective action for violation of this Article and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Employer's initiation of corrective action. An employee shall not be disciplined for first time admission of drug or alcohol dependency, if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

- A. It will be the responsibility of the employee to comply with the Employer's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment.
- B. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the shift.
- C. An employee who participates in a rehabilitation program may use his or her accumulated sick leave, vacation leave and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.

- D. Rehabilitation programs are designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, acquire, or dispense drugs.

Section 16.4. This Article applies to all employees of the Employer while on the job and to situations in which an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, Copley Township.

- A. Although the Employer respects the private life of its employees, the Employer recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job performance. The Employer wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public as well as themselves.

Section 16.5. Employees are prohibited from engaging in the following:

- A. Reporting to duty or remaining on duty while having an alcohol concentration of 0.04 level or greater utilizing blood testing or 0.04 BAT Level Concentration or greater utilizing BAT breath testing.
- B. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working);
- C. Testing positive for illegal controlled substances;
- D. Possessing alcohol or illegal controlled substances while on duty;
- E. Using alcohol or illegal controlled substances while on duty;
- F. Refusing to submit to a reasonable suspicion, return-to-duty, or follow up alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging in other conduct that obstructs the testing procedure;
- G. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, which the employee has enrolled in pursuant to this Article;
- H. Testing positive at any time within twelve (12) months following return to work;
or

- I. Failing to execute a medical release and/or to authorize disclosure to the Employer of the employee's positive substance abuse test results and/or progress reports with regard to the employee's participation in a rehabilitation program.

Section 16.6. If an employee violates any of the prohibitions listed in Section 16.5, the following consequences will result:

- A. The employee may be disciplined up to and including dismissal.
- B. The employee may be reassigned.
- C. The employee will be provided with information regarding the services available for alcohol and substance abuse.
- D. The employee will be referred for an evaluation by a substance abuse professional, if it is the employee's first violation.
- E. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12)-month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

Section 16.7. An employee will be referred to testing for alcohol and/or controlled substances under the following circumstances:

- A. **Pre-employment testing:** Prior to the first time an employee performs official duties for the Department, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.
- B. **Reasonable suspicion testing:** A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:
 1. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, odor of alcohol or marijuana, dilated pupils or bloodshot eyes, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;

2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse and does not appear to be attributable to other factors;
 3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
 4. A report of alcohol or other drug use provided by a reliable, credible and identified source;
 5. Repeated or flagrant violations of the Employer's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage, which appear to be related to substance use and do not appear attributable to other factors; or
 6. A traffic accident occurring while the employee is operating a vehicle on duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved.
- C. **Return-to-duty testing:** Before an employee who has been found to be in violation of conduct prohibited in Section 16.5 may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.04 level utilizing blood testing or 0.04 BAT Level Concentration utilizing BAT breath testing if the offense involved alcohol, and the controlled substance test must be negative if the offense involved controlled substances.
- D. **Follow-up testing:** When an employee has been found to be in violation of conduct prohibited in Section 16.5 and the employee is not terminated, the employee may be subject to a minimum of three (3) unannounced follow-up tests, in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty.
- E. **Random testing.** The employer may randomly drug test ten percent (10%) of the employer's total work force during the program year, consistent with the testing procedures of this Article.

Section 16.8. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the

integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employees.

Each urine specimen may be tested for the following controlled substances:

Substance	Initial Screening Level	Confirmation Level
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Should the Substance Abuse & Mental Health Services Administration (SAMHSA) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes.

Section 16.9. The Employer shall designate one (1) or more health clinics, emergency medical care centers or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics, emergency medical care centers or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests.

Section 16.10. Each employee shall execute medical releases when requested to do so by the Employer and/or substance abuse testing agency. Except as otherwise provided by state or federal law or with the permission of the employee, such releases shall only authorize the disclosure to the Employer of the employee's drug and alcohol test results and the employee's progress reports with regard to the employee's participation in a rehabilitation treatment program. However, in a grievance or other legal proceeding initiated by or on behalf of an employee involving the positive results of a substance abuse test, the Employer may disclose information obtained by it pursuant to this Article to the decision-maker(s) without a release from the employee.

Section 16.11. This Article is not to be utilized for criminal law enforcement purposes. However, nothing in this Article shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation and the procedures of this Article would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

Section 16.12. All employees shall receive at least two (2) hours of annual training covering alcohol and drug testing under this Article and the dangers of, and signs and symptoms associated with, substance abuse. Each employee shall receive and sign an acknowledgment of receipt of such information and the required training, annually.

Section 16.13. All supervisors shall receive at least two (2) hours of initial training upon implementation of this Article and two (2) hours of refresher training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow-up.

Section 16.14. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

Section 16.15. All employees subject to this Article remain subject to all other policies, procedures, rules and regulations established by the Employer under its independent authority which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state and local laws and regulations.

ARTICLE 17 TRAINING AND MEETING TIME

Section 17.1. Training. Bargaining unit members shall attend all mandatory trainings unless excused by the Fire Chief or his designee, and 75% of all scheduled fire and EMS training sessions, or be subject to discipline. The Township shall pay for training for each bargaining unit member in order to maintain all fire and EMS certifications or qualifications established by the State of Ohio, Copley Township and any specialty team (SORT, USAR, etc.,) sanctioned by the Copley Fire Department. Bargaining unit members scheduled to work during regular training sessions shall receive their regular rate of pay.

- A. Any mandatory trainings or meetings will be announced no less than thirty (30) calendar days in advance.
- B. Paid time for training shall be a minimum of two (2) hours and fractional (15-minute increments) thereafter.

Section 17.2. Training Work Hours. When a 24/48 hour shift employee attends multi-day training, the Fire Chief may temporarily adjust the shift employee's work week to a forty (40) hour work week during the time period of the multi-day training. If training hours exceed forty (40) hours per week, the shift employee shall be paid at the applicable overtime rate for all hours exceeding forty (40) hours per week. If 24/48 hour shift employees are mandated to attend multi-day training, the training shall not interfere with pre-scheduled vacation or holiday time

and the Township will provide the employee with at least thirty (30) days of notice of training. If a 24/48 hour shift employee's EDO falls within a scheduled training the EDO will be moved to a different day, with the rescheduled EDO date being mutually agreed upon by the Fire Chief and the employee. 24/48 hour shift employees will not suffer a reduction in compensation and/or benefits as a result of a temporary work week adjustment for training. A 24/48 hour shift employee will not be placed on a forty (40) hour per week schedule more than three (3) times per calendar year due to training attendance, unless the training is requested by the employee.

Section 17.3. Travel Time for Training. Travel time shall be included in hours worked for any training located more than forty-five (45) miles from Copley Fire Station 1.

Section 17.4. Vehicle Use. A department vehicle may be used, if available, by an employee who travels for training. All reasonable and ordinary expenses related to the use of the department vehicle shall be paid for by the Township (such as tolls, fuel, oil, etc.) upon submission of documentation of such expenses. Reimbursement for expenses related to personal vehicle use will require the prior approval of the Fire Chief or his designee.

ARTICLE 18 OVERTIME

Section 18.1. Definition of Overtime Hours. "Overtime hours" shall mean ¼ hour or multiples thereof, which are worked by bargaining unit members in excess of his/her normal tour of duty or in excess of 40/48/50 hours within a week.

Section 18.2. Compensation, Same Hours. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 18.3. Calculating Overtime Compensation. ~~O~~Overtime compensation will be paid for all hours worked by an employee outside of his/her normal tour of duty.

Section 18.4. Overtime and Compensatory Time. Overtime and compensatory time shall be compensated as follows:

- A. Overtime compensation taken in cash at the time it is earned shall be paid at the rate of one and one-half (1.5) times the bargaining unit member's annual base salary rate divided by 2080.
- B. In lieu of payment in cash for overtime hours worked, with the approval of the Fire Chief, overtime may be taken as compensatory time at the rate of one and one-half (1.5) times the hours worked, The scheduling of such compensatory time off is subject to the approval of the Fire Chief or his designee, Compensatory time shall be used in not less than one-hour increments.
- C. Accumulated and unused compensatory time may be taken in cash at the rate specified in Section 18.4(A), however authorization for such payment is subject to the approval of the Fire Chief or his designee.

- D. All carry over balances of compensatory time off (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current 2080 wage rate.
- E. Beginning January 1, 2012, all newly earned compensatory time off must be used in the same calendar year in which it is earned, except that up to forty (40) hours of compensatory time off may be carried over into the next calendar year, but must then be used by not later than June 30th or such unused compensatory time off will be bought out by the Employer as of that date at the employee's then current 2080 wage rate.

Section 18.5. Recall Time. Recall time shall be a minimum of one (1) hour for the first hour and fractional (15-minute increments) thereafter, with the exception of those calls which occur within one (1) hour of scheduled starting time. These calls shall be paid in ¼ hr. increments. If the call is for an emergency (all calls, structure fires, serious accidents) and the bargaining unit member responding to the call is off duty, he/she will be paid at his/her overtime rate.

Section 18.6. Tour of Duty Exchange. Bargaining unit members shall have the right to exchange tours of duty when the change does not interfere with the operation of the Fire Department or result in the creation of overtime, subject to the approval of the Fire Chief or his designee, which approval shall not be unreasonably denied.

Section 18.7. Call Back. Call back of a bargaining unit member will be used for any unforeseen open shift or an open shift unable to be filled by a part-paid employee, to maintain minimum manning. All call backs will be based on a rotating list maintained by the Union, which will be kept in an accessible area available to all bargaining unit members. After authorization is obtained from the Fire Chief or his designee, the on-duty shift commander may fill the open shift with a bargaining unit member. An officer (Lieutenant or Captain) or Fire/Medic with at least five (5) years of full-time service with the Copley Fire Department will be called in to be the OIC if none of the remaining full-time Fire/Medics on duty have at least five (5) years of full-time service with the Copley Fire Department. Employees who are on an approved request for leave (time off) for vacation, holiday, sick or compensatory time will not be contacted for overtime on said days.

ARTICLE 19 PERSONAL VEHICLE USE

Section 19.1. Explanation. When an employee of the Fire Department is required to travel in the performance of his duties, whether to attend mandatory training or seminars outside Copley Township, to attend official hearings, or any other task or responsibility arising from his employment (other than commuting between home and work), the employee shall, at the Township's sole discretion, either be furnished a departmental vehicle or be reimbursed for the

use of his private vehicle. The rate shall be at the current federal level established by the Internal Revenue Service and reimbursement will be conditioned on appropriate proof of the mileage traveled and the purpose of the travel.

**ARTICLE 20
HOLIDAYS**

Section 20.1. Paid Holidays. All full-time employees shall receive the following paid holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| 2 Personal Days | |

Section 20.2. Holiday Compensation.

- A. If a 40 hour employee is not required to work a Holiday, regardless of the shift, then he shall receive eight (8) hours of pay at his regular hourly rate. If a 40 hour employee is required to work his regular schedule on a holiday, other than a premium holiday, then he shall be paid for such hours worked at his regular hourly rate and shall, in addition, earn eight (8) hours of holiday leave time for such holiday, to be taken with the approval of the Chief.

- B. Each 24/48 shift employee shall receive 125 hours in a holiday bank. On the first pay check in January, sixty-two and one-half (62.5) hours will be accumulated, on the first pay check in July, sixty-two and one-half (62.5) hours will be accumulated. If a 24/48 shift employee is required to work his regular schedule on a holiday, other than a premium holiday, then he shall be paid for such hours worked at his regular hourly rate. If a 24/48 shift employee is compensated for holiday time in advance of such employee's separation of employment with the Township, the Employer is authorized to withhold or otherwise collect from such employee the amount so advanced.

Section 20.3. Premium Holidays. Premium holidays shall be New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

Section 20.4. Premium Pay.

- A. A 40 hour bargaining unit member working a premium holiday shall be paid one and one-half times the bargaining unit member's regular hourly rate, in addition to eight (8) hours of holiday leave —time to be taken with the approval of the Chief.

- B. A 24/48 shift bargaining unit member working a premium holiday shall be paid one and one-half times the bargaining unit member's annual base rate of pay divided by 2080.

Section 20.5. Unused Holidays. All carry over balances of holiday leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current wage rate. Beginning January 1, 2012, all future grants of holiday leave must be used during the same calendar year in which the holiday occurs, and any unused holiday leave will be bought out by the Employer at the end of that calendar year, except that holiday leave granted for the Thanksgiving and/or Christmas holidays may be carried over into the next calendar year, but must then be used by not later than January 31st or such unused holiday leave will be bought out by the Employer as of that date.

Section 20.6. Holiday Options. Bargaining unit members on a 40-hour shift may, with the approval of the Chief or his designee, work a holiday and bank the holiday hours in their holiday bank. Members shall submit a request for time off form in ample time for scheduling to be finalized prior to the holiday they are requesting to work.

ARTICLE 21 VACATIONS

Section 21.1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
Less than one year	None
One but less than five years	2 weeks
Five but less than ten years	3 weeks
Ten but less than fifteen years	4 weeks
Fifteen but less than twenty years	5 weeks
Twenty years or more	6 weeks

The six (6) weeks step of the vacation schedule will be eliminated for full-time employees hired on or after January 1, 2013. Full-time bargaining unit employees hired prior to January 1, 2013 shall continue to receive six (6) weeks of vacation after twenty years of service or more.

Section 21.2. Anniversary Date. Earned vacation shall be annually awarded in a lump sum on an employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Township at that time.

Section 21.3. Issued Vacation Time. Vacation time shall be taken at a time approved by the Chief.

- A. Annual vacation calendars will be issued to all full-time employees during the first week in November prior to the beginning of the upcoming year.
- B. Employees shall have until the 30th of November to fill in and return their vacation calendar to their immediate supervisor. The vacation request dates shall be acknowledged and returned by the Chief no later than December 31st of that year.
- C. Vacation time may be taken from one (1) day up to seventeen (17) consecutive calendar days, made up of vacation days and EDOs, at one time. Requests for longer periods of vacation time must have the Chief's, or his designee's, written approval. Employees may take vacation time in increments less than one day if all other paid time has been exhausted.
- D. Vacation time will be awarded by seniority, provided the vacation calendar has been completed and returned within the prescribed time.
- E. Each employee will indicate on the vacation calendar his/her first choice of day(s) requested for vacation (multiple vacation days having the same choice number must be successive days), second choice, third choice, and so on, shall also be marked on the calendar.
- F. Employees turning in vacation calendars without any choices marked may not get the requested vacation time off.

Section 21.4. Accumulated/Unused Vacation Time. Accumulated but unused vacation time shall be paid to an employee upon separation from employment

Section 21.5. Vacation Carry Over. All carry over balances of vacation leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current 2080 wage rate. Beginning January 1, 2012, all future grants of vacation leave must be used by employees within twelve months after the vacation leave is granted, and any unused vacation leave will be bought out by the Employer at the end of that twelve month period.

Section 21.6. Vacation Pay Rate. Vacation pay shall be paid at the regular hourly rate of pay for the employee's job classification in effect at the time the payment is made.

Section 21.7. Allowable Vacation Pay. After the annual allotment of vacation is awarded on an employee's anniversary date, an employee may take up to one-half (1/2) of his or her allotted vacation in pay.

Section 21.8. Credited Prior Service. Prior service as a full or part-time employee of the Township shall be credited for all completed years of service for vacation purposes only.

Prior service credited under this Section does not affect the employee's anniversary date for any other purpose. This Section shall also apply to all current employees:

Example: 26 months = 2 years
 34 months = 2 years
 36 months = 3 years

Section 21.9. Vacation Time Transfer. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should such a transfer occur.

ARTICLE 22 SICK LEAVE/FUNERAL LEAVE

Section 22.1. Sick Leave/Sick Time. Each forty (40) hour full-time employee shall be credited with 4.6 hours per pay period of sick leave, each forty-eight (48) hour full-time employee shall be credited with 5.5 hours per pay period of sick leave and each fifty (50) hour full-time employee shall be credited with 5.75 hours per pay period of sick leave, and all may accumulate unlimited hours of sick leave.

Section 22.2. Use of Sick Leave. A full-time employee may use sick leave for absence due to illness, injury or medical disability, exposure to contagious disease, which could be communicated to other employees and illness in the employee's immediate family. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren or parents.

Section 22.3. Use of Funeral Leave. An employee working a 40 hour work week is entitled to thirty-two (32) hours' funeral leave for a death in the immediate family or a close relative. A 24/48-hr. shift employee is entitled to two (2) tours of duty, not to exceed forty-eight (48) hours. For the purpose of this Section, immediate family is defined as spouse, child or natural parent. A close relative is defined as any member of the immediate family, plus a brother, sister, mother-in-law or father-in-law, grandparents, grandchildren, step-grandchildren, or current stepfather or stepmother. The funeral leave shall include the date of the funeral and/or the day(s) after death, unless the event occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral/death. An employee may extend funeral leave with the approval of the Chief with the use of sick time. The provisions of Section 22.11 shall apply to funeral leave.

Section 22.4. Proof of Illness. Before three (3) or more consecutive sick days may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death as may be satisfactory to him. The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid for by the Township, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and

safety of other employees. Falsification of any statement of physician's certificate shall be grounds for discipline up to and including discharge.

Section 22.5. Abuse of Sick Leave. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

Section 22.6. Hour Usage. Sick leave may be used in segments of not less than one (1) hour.

Section 22.7. Accumulated Sick Time. No accumulated sick time shall be credited to an employee hired by the Township Trustees from any other prior employment except that any employee returning to full-time employment with the Township who had been granted a leave of absence of one (1) year or less and who returns within the confines of the time limits of the leave shall have his accumulated sick time reinstated.

Section 22.8. Sick Leave Credit Upon Termination. Upon termination of service (separation) for reasons other than retirement or death, employees shall not be entitled to any compensation in lieu of any accumulated sick leave. Upon termination of employment due to death or retirement, an employee with more than ten (10) years of completed continuous service with the Fire Department, or his/her estate, shall be entitled to a lump sum payment equal to his/her unused accumulated sick leave credit, not to exceed 600 hours. Such payment shall be based upon the employee's current base pay divided by 2080 hours. Such payment shall be made only once to any employee during his/her lifetime.

Section 22.9. Allowable Transfer of Sick Time. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 22.10. Reporting Off. An employee who is to be absent on sick leave shall notify his/her supervisor of such absence, the reason for such absence, and the expected length of such absence at least one (1) hour before the start of his/her work day/shift, except in case of an emergency. If sick leave continues past the first work day/shift, the employee shall notify the on duty supervisor every work day/shift unless the supervisor agrees notification is not necessary.

Section 22.11. Outside Employment. Employees who report off on sick leave shall not engage in outside employment during the hours he/she is being paid sick time.

ARTICLE 23 SICK LEAVE BONUS

Section 23.1. Sick Leave Incentives.

- A. The following Sick Leave Incentives shall be implemented for 40 hour bargaining unit members in the first pay check following the earning of such incentives:

Number of Sick Hours Used:	Compensatory Hours:	Cash Bonus:
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 8.0 sick hours within half-year	12	and \$100.00 Bonus
8.1 - 16.0 sick hours within half-year	8	and \$75.00 Bonus

B. The following Sick Leave Incentives shall be implemented for 24/48 shift employees bargaining unit members in the first pay check following the earning of such incentives:

Number of Sick Hours Used:	Compensatory Hours:	Cash Bonus:
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 24.0 sick hours within half-year	12	and \$100.00 Bonus
24.1 - 36.0 sick hours within half-year	8	and \$75.00 Bonus

Section 23.2. In order to qualify for such incentives, an employee must work an entire half-year (i.e., January 1-June 30 or July 1-December 31) and be employed in active pay status as a bargaining unit member as of the last day of the half-year. These incentives are not subject to proration or retroactive application

ARTICLE 24 JURY DUTY LEAVE

Section 24.1. Explanation. Any employee shall, if called for jury duty, endorse over one's "jury check" or "warrant" for his services on jury duty, and that employee will receive his regular pay. However, should the employee fail to turn over the "pay" for "jury duty" to the Township, as per the above, then the employee will not be compensated for those periods because of absence from work due to jury duty. Any employee released from jury duty in any day with more than four (4) hours remaining in his regularly scheduled shift shall be required to report to work in order to receive full pay for that day. Compensation for jury duty will not be paid if the jury service occurs on the employee's regularly scheduled days off.

ARTICLE 25 UNIFORMS

Section 25.1. Regulation Uniforms. All full-time bargaining unit members shall be provided regulation uniforms and equipment as prescribed by the Fire Chief and will contain the items as listed below:

Class A	
One (1)	Blouse-Jacket
One (1) pair	Dress Pants
One (1)	Dress Shirt - Short Sleeve

One (1)	Dress Shirt - Long Sleeve
One (1)	Dress Belt
One (1) pair	Dress Socks
One (1)	Dress Hat
One (1)	Jacket Badge
One (1)	Name Plate
One (1)	Hat Badge
One (1)	Dress Tie
One (1)	Tie Clasp

Class B

Three (3)*	Shirts - Short Sleeve
Two (2)	Tactical Polos
Three (3)*	CFD T-Shirts
Three (3) pairs*	Pants
One (1) pair	Shoes
One (1)	Belt

Outer Wear

One (1)	New York Style Workshirt
One (1)	Coat with Winter Liner
One (1) pair	Winter Gloves
One (1)	Navy Watch Cap
One (1)	Ball Cap

Exercise Wear

Two (2)	Shirts
Two (2) pairs	Shorts
Two (2)	Sweatshirts
Two (2) pairs	Sweatpants

PPE

One (1)	Coat
One (1) pair	Pants
One (1) pair**	Boots (Leather or Rubber)
One (1) pair	Suspenders
Two (2) pairs	Gloves
One (1)	Helmet (Black-Red-White)
One (1)	Helmet Front
Two (2)	Hoods
One (1)	Flashlight

One (1)	Rescue Strap (Howd)
One (1)	SCBA Mask
One (1)	Filter Canister
One (1)	Escape System (with Harness)
One (1) pair	Work Gloves (Leather/Rescue)

Communications

One (1)	Alpha Pager (or Text to Phone)
One (1)	Two-Way Radio

Other

One (1)	ID Holder and Badge
One (1)	Glove Pouch
One (1)	Multitool

*Forty (40) hour employees receive five (5).

**Not to exceed one (1) pair per bargaining unit member per contract. If said boots are damaged or rendered unusable, the bargaining unit member will use rubber bunker boots.

Section 25.2. Replacement Items. Replacement items shall be made on an as needed basis provided the item to be replaced has been presented to the Chief or his designee for replacement approval prior to purchase. A Police report may be required to file for any lost or stolen item prior to requesting replacement. At least one annual Uniform Inspection will be conducted with each member to determine whether any uniform discrepancies exist.

The employee will be responsible for replacing any uniform and/or issued protective gear/equipment that becomes damaged as a result of gross negligence on behalf of the employee, or as a result of said clothing or gear being used for personal use or outside the scope of the employee's job.

Section 25.3. Laundering Clothing. As a safeguard to any blood-borne pathogens, all daily wear shall be changed and laundered at the Fire Station, utilizing the facilities provided (washing, drying, ironing). Personnel shall be changed, in uniform, ready for work at his/her assigned starting times.

ARTICLE 26 INSURANCE

Section 26.1. Health Insurance. The Employer shall make available to the employees health insurance. Beginning as soon as practicable after this Agreement has been ratified by the parties, and continuing through December 31, 2013, employees receiving health insurance coverage through the Township shall pay \$67.00/month for family coverage, \$49.00/month for

employee and spouse coverage, \$42.00/month for employee and child coverage and \$213.00/month for single coverage. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain hospitalization and medical service coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's contribution for in-network deductible for health insurance coverage shall not exceed \$500 single/\$1,000 family in 2011 and thereafter unless agreed to by the Union. The Employer may change insurance carriers and/or plans in order to keep its cost within the 10% maximum. In the event the Township is considering changes in health insurance carriers and/or plans the Township shall activate the Committee described in Section 26.7. The Employer will also pay the first five hundred dollars (\$500.00) co-insurance after the deductible for coverage at a main hospital location, hospital branch affiliate, emergency/trauma center, surgical center or urgent care facility per individual.

Section 26.2. Life Insurance. The Employer will provide and pay the full premium on behalf of each full-time employee for term life insurance with a death benefit of \$50,000.00 under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 26.3. Professional Liability Insurance. The Employer will provide and pay the full premium on behalf of each employee liability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 26.4. Disability Insurance. The Employer will provide and pay the full premium on behalf of each employee disability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 26.5. Vision Care Insurance. The Employer and employees shall equally share the premium for an Employee Vision Care Program offered by the Employer. The Employer is authorized to deduct from the employee's wages an amount equal to one-half of the monthly premium for said coverage. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits at comparable premiums. Employee participation shall be optional.

Section 26.6. Dental Insurance. The Employer shall make available to the employees dental insurance. Employees receiving dental insurance coverage through the Township shall pay \$8.00/month for family coverage, \$4.00/month for employee and spouse coverage, \$5.00/month for employee and child coverage and \$2.00/month for single coverage toward the cost of the premium. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain dental coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's dental deductible shall not be greater than in effect at the time of execution of this Agreement provided it is available to the Township within the 10% maximum. The Employer may change insurance carriers and/or plans in order to

keep its cost within the 10% maximum. In the event the Township is considering changes in dental insurance carriers and/or plans the Township shall activate the Committee described in Section 25.7.

Section 26.7. Health Care Review Committee. The bargaining unit agrees to participate in the Township Health Care Review Committee (“Committee”), and designate one representative to be a member of the Committee. Said Committee shall consist of the following individuals and/or representatives: one member designated by each full-time bargaining unit in the Township, each department head or their designee, Township Trustees or their designee, a non-management representative and the Township Fiscal Officer or her designee. The purpose of the Committee is to review health and/or dental care proposals which provide comparable coverage under the current Township plans. The Committee shall have the authority to direct the Township’s insurance broker to obtain proposals, and the authority to obtain proposals from other insurance brokers. Further the Committee shall have the authority to decide, by a majority vote, the health and/or dental insurance coverage options available to the Township’s full-time employees. In the event that the Committee is unable to decide upon coverage options through majority vote, the Township Trustees will select among the coverage options voted upon to determine the Township’s full-time employees’ health and/or dental care coverage.

Section 26.8. Miscellaneous. The following are incorporated into this Agreement by reference: (a) the Copley Township Health Insurance Agreement dated February 23, 2005; and (b) Sections 501(6) through 501(9) of Copley Township Policy 501. Effective January 1, 2010, the amounts contributed to employees’ Health Reimbursement Arrangements as provided in Policy 501(6) shall be increased to the following amounts:

Single coverage	\$500	maximum carry over \$1,000
Two-person coverage	\$750	maximum carry over \$1,500
Family coverage	\$1,000	maximum carry over \$2,000

**ARTICLE 27
EDUCATIONAL AND OTHER PAYS**

Section 27.1. Educational Compensation. Compensation shall be given for the following certifications:

A.	4-year job-related college degree	\$1,000.00
B.	2-year job related college degree	\$500.00
C.	EMS & Fire Instructor	\$150.00
D.	ACLS, PALS, CPR or ITLS Instructor	\$150.00

The employee, in order to receive this compensation, must be employed the entire year.

Employees with more than one of the college degrees listed above will be paid only for the highest degree they possess. Employees with more than one of the item D certifications will be limited to receiving one (1) \$150.00 payment per year pursuant to item D.

Section 27.2. Compensation Payment. The above compensation shall be certified by the Fire Chief and paid by the Township Fiscal Officer the first pay check in December.

Section 27.3. College Courses Reimbursement. For the purpose of encouraging regular full-time employees to upgrade their competence in work-related functions in order to increase the effectiveness and efficiency of Township services, the Township will reimburse certain College courses. College courses eligible under the tuition reimbursement program shall be limited to those offered by an accredited institution and related to the employee's position with the Township and authorized by the Chief. Such courses shall not interfere with the proper and effective performance of the employee's duties. All approved College courses shall be taken on employee's own time. One hundred percent (100%) of the cost of tuition, books and other educational materials necessary for the completion of the course shall be reimbursed by the Township upon completion of any such approved course, with a course grade of C or better. All textbooks and other educational materials shall be the property of the Township and must be turned in prior to reimbursement. This tuition reimbursement program is being eliminated effective January 1, 2012. Accordingly, tuition reimbursement will no longer be available to any current or future employees, except for those employees who, as of January 1, 2012, were enrolled in a degree seeking course of study the tuition for which was being reimbursed by the Township.

**ARTICLE 28
COMPENSATION**

Section 28.1. Effective as of the first pay ~~period~~ period in January, 2012, and continuing through December 31, 2013, the hourly wage rates and annual salaries for full-time bargaining unit members with the following years of full-time service with the Employer shall be as follows:

A.	Length of Service	2600 Hourly Rate	2080 Hourly Rate	Salary
	0-18 months	\$18.60	\$23.26	\$48,370.95
	19-36 months	\$22.35	\$27.94	\$58,121.63
	37 months plus	\$24.57	\$30.71 0	\$63,869.91
	Chief Fire Inspector	\$27.76	\$34.70	\$72,172.99
	Lieutenant	\$27.76	\$34.70	\$72,172.99
	Captain	\$31.09	<u>\$38.86</u> \$38.86	\$80,833.76

B. Notwithstanding (A) hereof, the Fire/Medic assigned the position of Chief Fire Inspector shall be paid at the same wage rate as a Lieutenant.

Section 28.2. Direct Deposit. As soon as practicable after this Agreement has been ratified by the parties, all bargaining unit members will be required to receive their pay by direct deposit.

Section 28.3. Longevity. Eligible bargaining unit members shall receive a \$100.00 longevity payment for each year of full-time service with the Township. All bargaining unit members hired prior to January 1, 2010, shall be eligible for the longevity payments described herein upon their first anniversary date of full-time service with the Township following their thirty-seventh month of full-time employment and each anniversary date thereafter while so employed. All bargaining unit members hired on or after January 1, 2010 shall be eligible for the longevity payments described herein beginning on their fifth year anniversary date of full-time service with the Township and each anniversary date thereafter while so employed.

Section 28.4 Ratification Bonus. A \$1,000.00 ratification bonus will be paid to all bargaining unit employees as soon as practicable after the new labor agreement has been ratified by the parties.

ARTICLE 29 SHIFT SUPERVISOR - COMPENSATION

Section 29.1. Shift Supervisor Approval and Compensation. A full-time Fire/Medic designated as a Shift Supervisor shall be compensated at an hourly rate of pay equal to that of a full-time Lieutenant. The person designated as Shift Supervisor must fill the position for a minimum of four (4) consecutive hours per shift to be eligible for compensation. Any fraction of an hour thereafter worked as Shift Supervisor will be compensated for the entire hour. The four (4)-hour minimum is the triggering point for the additional compensation; i.e., if an employee works 4-½ hours as a shift supervisor, he/she would be compensated for five (5) hours at the Shift Supervisor rate.

ARTICLE 30 MISCELLANEOUS

Section 30.1. Shift Meals. While on duty, employees shall be entitled to a reasonable time up to one-half (½) hour per eight (8) hour shift for meals. During this period, employees shall be readily available to answer calls.

Section 30.2. Fitness Testing. The Township reserves the right to develop and implement a physical agility or fitness standard and testing for all bargaining unit members provided the Township will discuss with the Union any proposed standard or testing prior to implementing same.

Section 30.3. Shifts. A 40-hr. shift shall consist of five (5) 8-hr. days per work week or four (4) 10-hr. days per work week and is not considered a platoon. A 10/14-hour shift schedule will produce a 48-hour work week and be comprised of two (2) 10-hour day shifts and two (2) 14-hour night shifts and is considered a platoon. A 24/48 hour shift schedule will be comprised of 24 hours on duty with an off-duty period of 48 hours and will produce an adjusted 50-hour work week and is considered a platoon. Bargaining unit members who are assigned to a platoon shall be assigned a 24/48 hour shift schedule.

- A. The normal Tour of Duty for those members assigned to a 24/48 shift shall be an on-duty period of twenty-four (24) hours. A workday shall be that period commencing at 07:30 a.m. of the scheduled shift day and continuing through 5:30 p.m. of the scheduled shift day. Bargaining unit members shall perform those work assignments after 5:30 p.m. consistent with past practice within the department.
- B. For employees working a 24/48 shift, every ninth (9th) working tour of duty shall be an extra day off (EDO) consisting of thirteen (13) 24-hour EDOs and one (1) 16-hour EDO annually. EDOs may be taken during any day of the week; however, no more than one member of a shift will be given the same EDO day.
- C. EDO's shall not be recognized or credited to employees on Workers Compensation time.

Section 30.4. 40 Hour Shift Option. Bargaining unit employees who are assigned to a forty (40) hour work week will work either a straight eight (8) hour day, Monday through Friday or four (4) consecutive ten (10) hour days, Monday through Friday, at the Fire Chief's discretion. A bargaining unit employee assigned to a forty (40) hour work week may be assigned to work weekends only if they are working ten (10) hour shifts. Employees on ten (10) hour shifts working weekends will be limited to working one weekend day per week. At no time will an employee work both Saturday and Sunday. Implementation of this schedule option will be agreed upon by the bargaining unit employee and the Fire Chief.

Section 30.5. VFIS. The Township shall continue the VFIS insurance in effect as of January 1, 2009.

Section 30.6. Requesting Time Off. Time off requests for holiday, compensatory or vacation time submitted less than thirty (30) days in advance may be granted on a case-by-case basis according to past practice.

Section 30.7. Leap year. In order to adjust the leap year schedule all bargaining unit members working 24/48hr shifts will work 3 eight hour shifts on February 29th of each leap year. These shifts will be 0730-1530, 1530-2330 and 2330-0730 the following day. These shifts will be filled by platoons in the most efficient manner possible. Regular platoon shift work will resume on March 1st at 0730. The time worked will not be computed toward overtime or compensatory time accumulation for the affected pay period.

Section 30.8. Family and Medical Leave. Attached to this Agreement as Appendix A is a notice issued by the United States Department of Labor concerning the Family and Medical Leave Act and the rights and benefits it confers.

ARTICLE 31 SUSPENSION IN CASE OF EMERGENCY

Section 31.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Executive of the County of Summit, the Board of Trustees, or their designees, resulting from acts of God, civil disorder, or otherwise, the terms and conditions of this Agreement shall automatically be suspended to permit the Fire Chief, or his designee, to take whatever reasonable steps may be necessary to carry out the missions of the Copley Fire Department in said situations. Wages and matters of compensation shall not be subject to said suspension.

Section 31.2. Upon the termination of the emergency, valid grievances existing prior to the emergency 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.

ARTICLE 32 WORKERS' COMPENSATION AND LIGHT DUTY ASSIGNMENTS

Section 32.1. Salary Continuation for Workplace Injuries. An employee who suffers a workplace injury/occupational disease can, subject to the below-mentioned terms, receive salary continuation with full benefits while on leave (insofar as the employee is considered to be temporarily and totally disabled by the Bureau of Workers' Compensation) in lieu of payment of temporary total disability benefits from the Bureau of Workers' Compensation (BWC). Payments for related medical benefits are the responsibility of the BWC.

Section 32.2 Qualifications:

- A. The injury or disease must be work related, must be reported to the employer as quickly as possible, and must involve a condition that results in an allowed BWC claim.
- B. Competent medical proof of disability must be provided via proper documentation. The physician of record must complete the appropriate form in its entirety and affix his/her original signature to the form.
- C. The employee must complete a First Report of Injury (FROI) and sign a salary continuation agreement (C-55), authorization to release medical information and election form.

- D. The Township reserves the right to have the employee examined by a physician of its choice at the Township's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of salary continuation benefits. The Township may exercise this right once for each condition or allowance sought by the claimant in connection with the claim. In the event that there is a difference of opinion between the physician of record and the physician chosen by the Township then a third physician shall be chosen and agreed to by both the afore-mentioned physicians. The third physician will make a determination that will be binding. The cost of this third examination shall be paid by the Township.
- E. Salary continuation will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of Workers' Compensation lost time benefits, subject to the following limitations:

Section 32.3. Termination Conditions: Any one of the following will be cause for terminating salary continuation.

- A. Physician of record releases employee to return to work.
- B. Employee returns to work for another employer.
- C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions, provided the return is approved by the physician of record.
- D. Employee fails to appear for employer-sponsored medical examinations.
- E. Regardless of the above conditions of termination, the Employer may, at its sole discretion terminate salary continuation benefits at any time if the period of disability exceeds ninety (90) calendar days. In the event the employer terminates an employee's salary continuation, the employee may apply for BWC benefits.
- F. The claim is found to be fraudulent after payment has commenced.
- G. The employee attempts to collect both wage continuation and temporary total compensation.
- H. Employment is terminated for cause.

Section 32.4. Light Duty Assignments. A member who is not physically capable of performing full duty tasks as a result of an illness or injury to that member, with approval of the employee's physician and the Chief or his/her designee, may be assigned to light duty tasks on a temporary basis (i.e., not to exceed thirty (30) calendar days), if the Chief or his/her designee

determines that such assignments are reasonably available. Such time period may be extended by the Chief or his/her designee. Decisions by the Chief/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

Section 32.5. Rate Reduction Programs. The Township may enroll in any rate reduction/cost savings program, incentive, etc., authorized by the BWC with the goal of achieving the greatest amount of premium/cost savings for which the Township is eligible.

- A. The provisions of the BWC rate reduction program shall be in addition to Article 16 of this Agreement to the extent any requirements of the program conflict with Article 16 and are necessary for the Township to enroll in the BWC Drug Free Workplace Program with the greatest amount of premium/cost savings for which the Township is eligible, provided the Township has implemented such requirements under the program.
- B. The Union shall be notified at least ten (10) days before the starting date of the Township's enrollment in any new BWC rate reduction program. If requested by the Union, the Township and the Union shall meet to negotiate and agree upon any changes to Article 16 that may be required for the new BWC rate reduction program.

Section 32.6. Additional Terms and Conditions

- A. Time off due to work related injuries shall not be charged against the employee's sick, compensatory, vacation or holiday leave time.
- B. Any previously scheduled days off that fall during the employee's workers' compensation leave will be rescheduled as soon as reasonably possible upon the employee's return to full duty.
- C. If an employee sustains a work related exposure to a toxic or infectious substance that is subsequently determined to be non-compensable by the BWC, expenses pertaining to the employee's prophylactic treatment and follow up evaluations shall be paid by the Township.
- D. Employees may be relieved of duty for time periods necessary for doctor visits, physical therapy, medical tests or other appointments related to their work related injury or occupational disease. It is incumbent on the employee to give adequate notice to the Employer for such instances. During these periods, time off shall not be charged against the employee's sick, compensatory, vacation or holiday leave time.

**ARTICLE 33
DURATION OF AGREEMENT**

Section 33.1. Effective Dates. This Agreement shall be effective January 1, 2012, and shall remain in full force and effect through December 31, 2014.

Section 33.2. Notice to Modify/Amend Agreement. If either party desires to modify or amend this Agreement, it shall give written notice of such intent not earlier than One Hundred Fifty (150) calendar days or later than Ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by Certified Mail, Return Receipt Requested. The parties shall attempt to commence negotiations within two (2) calendar weeks after receipt of such notice.

Section 33.3. Previous Agreements Superseded by This Agreement. This Agreement constitutes a sole and complete understanding between the parties superseding all previous Agreements, oral or written.

Section 33.4. Severable Portions. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 33.5. Unintentional Omissions. Notwithstanding the intent of the parties as expressed in Section 33.3 hereof, the parties recognize that this Agreement may contain inadvertent omissions as a result of certain issues not being discussed at the bargaining table. Therefore, current practices concerning conditions of employment, which were not addressed at the bargaining table, shall remain in full force and effect.

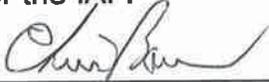
Section 33.6. Agreement and O.R. C. 4117. The intent of the parties is that this Agreement supersedes all Ohio employment laws and regulations to the fullest extent possible and permitted by O.R.C. 4117.

Section 33.7. Third Year Reopener Negotiations. The parties have agreed to enter into reopener negotiations in the fall of 2013 for the limited purpose of negotiating the wage rates and employee health insurance contribution amounts for the third year of this Agreement, i.e., January 1 through December 31, 2014. This limited reopener will be commenced in the Fall of 2013 at the request of either party, and without the necessity of providing the formal written notice described in Section 33.2 above. In the event of an impasse, any dispute will be resolved through the ORC 4117.14 dispute resolution procedure.

MEMORANDUM OF UNDERSTANDING

The Township and IAFF Local 3130 agree that, within ninety (90) calendar days following the ratification of their 2012 - 2014 labor agreement, they will conduct a Labor/Management meeting for the purpose of discussing alternative approaches for the development and implementation of physical agility and fitness standards for bargaining unit and non-bargaining unit (part-time) Fire Department employees, as well as a timeline for the implementation of such standards. These Labor/Management discussions shall in no way impair or amend the provisions of the parties' labor agreement, specifically, Section 29.3 of their agreement.

For the IAFF



Christopher Bower

Dated: 4-20-12

For Copley Township



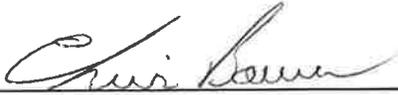
Chief Benson

Dated: 4-23-12

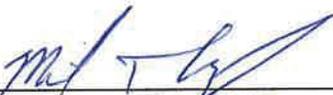
**ARTICLE 34
EFFECTIVE DATE OF AGREEMENT**

Section 34.1. Effective Date. With the exception of the employee contribution amounts for health insurance coverage, as outlined in Section 26.1, all other provisions of this Bargaining Agreement shall be effective immediately upon its ratification and endorsement by both parties.

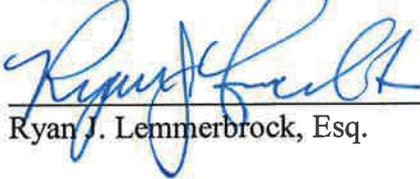
FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS (IAFF)



Christopher Bower, Lieutenant/Medic



Mike Kamp, Fire/Medic

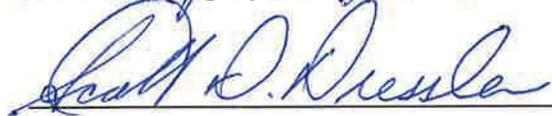


Ryan J. Lemmerbrock, Esq.

FOR THE COPLEY TOWNSHIP
BOARD OF TRUSTEES



Helen J. Humphrys, President



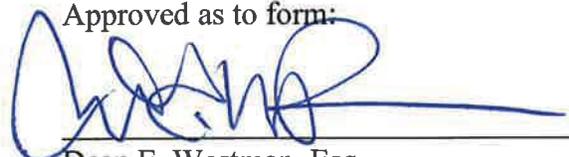
Scott D. Dressler, Vice-President



Dale A. Panovich, Trustee



Michael Benson, Fire Chief

Approved as to form:


Dean E. Westman, Esq.
Attorney for Township