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**AGREEMENT**  
**BETWEEN**  
**VIOLET TOWNSHIP**



**AND**  
**PROFESSIONAL FIREFIGHTERS OF VIOLET TOWNSHIP**  
**IAFF LOCAL 3558**



January 1, 2019 – December 31, 2021

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 MANAGEMENT RIGHTS.....	2
ARTICLE 4 SICK LEAVE.....	2
ARTICLE 5 ON THE JOB INJURY LEAVE.....	7
ARTICLE 6 EARNED TIME.....	8
ARTICLE 7 HOLIDAY TIME.....	8
ARTICLE 8 VACATION.....	9
ARTICLE 9 TRADING OF TIME POLICY.....	11
ARTICLE 10 TRAINING OUTSIDE THE FIRE DEPARTMENT.....	12
ARTICLE 11 WORKING OUT OF CLASS.....	13
ARTICLE 12 DUES DEDUCTION.....	14
ARTICLE 13 SENIORITY.....	15
ARTICLE 14 LAYOFFS AND RECALL.....	15
ARTICLE 15 NONDISCRIMINATION.....	16
ARTICLE 16 UNION TIME.....	16
ARTICLE 17 LABOR MANAGEMENT COMMITTEE.....	16
ARTICLE 18 WORK PERIOD.....	17
ARTICLE 19 OVERTIME/EXTRA DUTY.....	17
ARTICLE 20 DISTRIBUTION OF OVERTIME.....	18
ARTICLE 21 BARGAINING UNIT MEETINGS.....	18
ARTICLE 22 BULLETIN BOARDS.....	18
ARTICLE 23 OUTSIDE MAIL.....	19
ARTICLE 24 GRIEVANCE PROCEDURE.....	19
ARTICLE 25 RATES OF PAY/WAGES.....	22
ARTICLE 26 HEALTH, WELLNESS, FITNESS & INSURANCE BENEFITS.....	26
ARTICLE 27 VACANCIES AND PROMOTIONAL POLICY.....	27
ARTICLE 28 STAFFING/TIME OFF.....	28
ARTICLE 29 SUCCESSORS.....	29
ARTICLE 30 UNIFORMS & PROTECTIVE CLOTHING.....	29
ARTICLE 31 PROBATIONARY PERIOD.....	30

Violet Township and IAFF Local 3558 –Final CBA 2019-2021

ARTICLE 32 LEAP YEAR SHIFT ROTATION.....31

ARTICLE 33 WAIVER IN CASE OF EMERGENCY.....31

ARTICLE 34 NEGOTIATION MEETINGS.....31

ARTICLE 35 CONTRACTING OUT FOR SERVICES.....32

ARTICLE 36 COLLEGE TUITION REIMBURSEMENT PROGRAM.....32

ARTICLE 37 VIOLET TOWNSHIP’S SUBSTANCE-FREE WORKPLACE PROGRAM.....32

ARTICLE 38 DURATION OF AGREEMENT.....33

SIGNATURE PAGE.....34

APPENDIX "A" AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES .....35

APPENDIX “B” VIOLET TOWNSHIP’S SUBSTANCE ABUSE TESTING CONSENT FORM.....36

**ARTICLE 1  
PREAMBLE**

**Section 1.1** This agreement, entered into by Violet Township, Fairfield County, Ohio, hereinafter referred to as the "Employer", and the International Association of Firefighters, Local 3558, hereinafter referred to as the "Union", has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 1.2 References** This agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Chapter 4117 of the Ohio Revised Code.

**ARTICLE 2  
RECOGNITION**

**Section 2.1** The Employer recognizes the International Association of Firefighters Local 3558 as the sole and exclusive bargaining agent for the purposes of collective bargaining in any and all matters relating to wages, hours, terms, and conditions of employment for all bargaining unit employees.

**Section 2.2** The bargaining unit shall consist of all full-time firefighters and officers employed by Violet Township, Ohio, which includes the following classifications:

Firefighter  
Lieutenant  
Battalion Chief  
Fire Safety Inspector  
EMS Coordinator  
Community Paramedic

Classifications excluded from the bargaining unit include:

Chief  
Assistant Chief  
All other Township Employees

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

**ARTICLE 3  
MANAGEMENT RIGHTS**

**Section 3.1** Unless the employer agrees otherwise in this agreement nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the employer to:

Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

Direct, supervise, evaluate, or hire employees;

Maintain and improve the efficiency and effectiveness of governmental operations;

Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

Determine the adequacy of the work force;

Determine the overall mission of the employer as a unit of government;

Effectively manage the work force;

Take actions to carry out the mission of the public employer as a unit of government.

**Section 3.2** The parties agree that the right to manage and establish policy shall be vested in the Township and, for the life of this agreement, there shall be no duty to bargain over such decisions or Township policy or the effects that such decisions or policy would have on wages, hours, or terms and other conditions of employment, provided that policy shall not violate any of the express terms of this agreement.

**ARTICLE 4  
SICK LEAVE**

**Section 4.1** Employees shall be entitled to a full paid leave of absence for sickness, to be earned at the rate of 1.25 days for each month of service. For platoon employees it is thirty (30) hours per month, and for forty (40) hour employees it is ten (10) hours per month. Platoon employees may accumulate up to 6152 hours and forty (40) hour employees may accumulate up to 3160 hours. Employees with an accumulation greater than those amounts as of January 1, 2013, will be frozen until their sick leave balance falls below these maximums.

Claims for payment of sick leave shall be approved by the Fire Chief or his designee for the following reasons:

- (A) Illness or injury of the employee when the exact nature of the illness or injury has been satisfactorily documented.
- (B) Illness or injury of a member of the employee's immediate family. The exact nature of the illness or injury must be explained and relationship stated.
- (C) When leave is requested to care for members of the immediate family, the employee may be required to furnish a physician's certificate or other documentation to verify that the presence of the employee is necessary to care for the family member.
- (D) Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family, when the need is demonstrated and the absence is approved in advance by the Fire Chief or his designee.
- (E) If a member of the immediate family is afflicted with a contagious disease and required the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of the other employees.
- (F) Pre-induction medical exam required by the Armed Forces.

**Section 4.2** Sick leave may also be used for an employee's pregnancy and pregnancy-related conditions, illnesses and complications. Employees may use up to five (5) calendar days of sick leave for forty (40) hour employees or up to three (3) duty days of sick leave for platoon employees for: (a) the care of their family and/or spouse/partner who gave birth during the post-natal period; (b) the care of their family post-adoption of a child, (c) the transfer of guardianship.

**Section 4.3** A claim for sick leave of two (2) or more consecutive duty days will need the support of a physician's statement to the effect the employee is incapacitated or unable to perform his/her duties, if the employer so requests. Any employee requesting sick leave may be requested by the employer to be examined by a physician assigned by the employer, whose opinion shall control. The cost of such examination is to be paid by the employer. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

**Section 4.4** When an employee is unable to report to work, he/she shall notify the Battalion Chief, or designee, on duty by telephone or other means of communication at least one (1) hour prior to the scheduled reporting for work time on the first day of absence unless emergency conditions make this impossible.

**Section 4.5** Employees absent from duty, whether due to sickness, injury, or for any other reason, who neglect to properly report the cause for such absence, may be required (in the discretion of the employer) to forfeit pay for that period of time during which the absence had not been officially reported and investigated.

**Section 4.6** Upon return to work, an employee shall apply for sick leave pay on a form provided by the employer, if not previously submitted. This document will be considered as the signed, written statement justifying the use of sick leave in accordance with approved department

procedures. The employee's reason for absence must be specific enough for the Fire Chief or his designee to determine if the absence will qualify for paid sick leave as indicated by the sections listed above. If medical attention is required, a certificate from a licensed physician stating the nature of the illness or injury must be submitted.

**Section 4.7** Copies of sick leave applications shall be retained for a minimum of eight (8) calendar years.

**Section 4.8** An employee who becomes eligible for Worker's Compensation payment for loss of time may choose to use sick leave before such payments are made.

**Section 4.9** An employee, at the time of retirement or separation from active service with the Violet Township Fire Department, who has ten (10) or more years of service with the Violet Township Fire Department may elect to be paid in check for one half (1/2) the value of his or her accrued but unused sick leave credit. The maximum amount of sick leave accrual for payment terms shall be 3000 hours for platoon personnel, and 1800 hours for forty (40) hour personnel. The payment shall be based upon the employees rate of pay at the time of retirement or separation and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive one or more payments under this division, but the aggregate value of accrued but unused sick leave that is paid shall not exceed, for all payments, the value of 1500 hours for platoon personnel, and 900 hours for forty (40) hour personnel. Additionally, for forty (40) hour personnel that have moved from a platoon position, their payout will be multiplied by a factor of one and sixteen one-hundredths (1.16). This shall be used to equate the payout to the platoon position. If the employee's separation from active service with the Violet Township Fire Department is due to a just cause termination, that employee forfeits any of their unused sick leave accrual, and is not eligible for sick leave pay out.

**Section 4.10** Sick leave may be used for illness, injury, death, or emergency for immediate family defined as; spouse, son, daughter, brother, sister, parent, grandparent, grandchild, step-father, step-mother, step-son step-daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent-in-law, half-brother, half-sister, or anyone who stands in place of the parent. Also sick leave may be used for other family emergencies upon the approval of the fire chief or his designee. Sick leave may also be used for death in the employee's immediate family, provided leave for such reason shall not exceed three (3) duty days for platoon employees, or 5 calendar days for forty (40) hour employees.

**Section 4.11** Employees on sick leave may not engage in any other employment on any day the employee would be scheduled to work or on any day falling between consecutive duty days in which an employee takes sick leave for the purposes of an illness, injury, or treatment of the employee.

**Section 4.12** In the event an employee uses all his/her sick leave due to extended illness or injury, as well as, all other accumulated time off, other employees may donate a maximum of ninety-six (96) hours of sick leave to said employee. The donated sick leave time shall be deducted from the grantor's accumulated sick leave and credited to the recipient employee's account. The donation of time shall not affect the employee's option for sick leave payouts as outlined in Section 4.15 of this agreement. If an extended injury or illness arises and the ninety-six (96) hour sick leave donation per employee has been exhausted; Violet Township agrees to discuss raising the maximum donation above 96 hours per employee.

**Section 4.13** The provision in Section 4.12 may not be used as a means to increase retirement compensation and/or severance pay.

**Section 4.14** Employees may elect to convert twenty-four (24) hours of sick leave every three (3) months. The 3-month periods shall be January-March, April-June, July-September and October-December. The payment will be calculated using the employee's current hourly rate for the quarter requested, and provided the following criteria are to be met:

1. No sick days were used during the 3-month period with exception of bereavement leave or donation of sick time.
2. The employee has four (4) years of service with Violet Township Fire Department.
3. The employee has (>1,250 hours for platoon employees or >500 hours for forty (40) hour employees) in their sick leave bank.
4. The employee shall submit the appropriate form with the payroll.
5. No sick leave hours will be deducted from the employee's sick leave bank for non-use of sick leave award.

Should the employee's sick leave bank drop below the above listed hours, the employee is not eligible for the non-use of sick leave award until their bank is at or above the required hour total listed in the eligibility criteria above. Payments will be made during the first full pay following the end of the 3-month period as a part of their regular pay.

The parties agree that in the event the case of *Featsent v. City of Youngstown*, 70 F.3d 900 (6<sup>th</sup> Cir.,1995) is overturned by any future court decision, the sick leave conversion under this Article will revert back to a sick leave buy-out program as was in the 2016-2018 contract between the parties.

**Section 4.15** The Local agrees that if the Township is faced with having to fund Sick Leave balances by either State or Federal mandate that the parties agree to meet and mutually address the issue.

**Section 4.16** If a member is on Sick Leave, due to illness or injury of the member, the member is permitted and encouraged to attend Fire Department events strictly as an observer. The member shall not be permitted to actively participate in any Fire Department events until a physician's statement is submitted that "allows" or "clears" the member to attend. This statement should include any physical limitations that exist for the current illness or injury to the member. If a member attends any FD event while on sick leave, the member will be compensated with attendance as regular hours worked.

At NO TIME will the employee be assigned tasks that exceed their physical limitations, and it is the employee's responsibility to notify the person assigning them a task if that task exceeds their physical abilities.



**Light Duty –**

In the event a member becomes incapacitated and as a result is unable to perform the duties required of his position, such member's shift supervisor shall complete and submit a report of the conditions and circumstances involved. After the degree and extent of any disability has been certified by the member's personal physician, the involved member may be placed in a position compatible with the limits of his physical condition.

Members on Sick Leave are encouraged to work light duty if their condition permits and if light duty work is available. Understanding that certain illnesses may not accommodate this is understood. The norm should be that the employee is working light duty, and remains engaged in the organization. Light duty may be approved for 40 hour or platoon assignments by the Fire Chief or his designee.

The member will become eligible to work and earn applicable extra duty or overtime when one of the two following has been completed:

1. Employee has returned to their regular scheduled position, performing their normal job tasks as released by their physician or the department physician, and has completed their next scheduled shift. Or,
2. The member's return to work authorization from their physician or the department physician has authorized them to return to work, and extra duty is available prior to their next regularly scheduled shift.

**Vacation Time while on Sick Leave –**

When members have vacation time pre-scheduled, and are on Sick Leave, and take the vacation, the member will be charged with vacation time. The taking of the pre-scheduled vacation shall not be inconsistent with the basis/reason for taking sick leave. If the member travels out of town for the vacation, they are required to notify the fire chief of their travel and their time will be charged as vacation time used.

**Fire Department Physician - Return to Work -**

FD Members are required to schedule and complete a visit to the Fire Department Physical Therapist and Physician at the following intervals to be evaluated for Return to Work. The following time frames apply;

Any member that is off due to illness or injury *of the employee* that exceeds 30 calendar days are required to be evaluated by the FD Physical Therapist utilizing the job task analysis for their assigned position. The results will be given to the FD Physician for use in determining their status to Return to Work.

Evaluations by the FD Physical Therapist must be completed and given to your primary physician or specialist and the FD Physician prior to these visits.

Members will be provided with a Physician Statement and Job Task Analysis that reflect their position.

**Section 4.17** Members on Sick leave attending events will be credited hour for hour for attendance for each hour, or half hour after of their presence at the event.

## **ARTICLE 5 ON THE JOB INJURY LEAVE**

**Section 5.1** An employee who qualifies for temporary total disability payments through the Bureau of Workers' Compensation for an in service occupational disease or injury arising out of his employment, per occurrence, will be entitled to receive his normal salary during the first forty-eight (48) duty days for forty (40) hour employees, and thirty (30) duty days for platoon employees for such injury provided the employee agrees to reimburse the employer all temporary total disability payment received from the Bureau of Workers' Compensation for those forty-eight (48) and thirty (30) duty days respectively.

**Section 5.2** Before any employee makes application to the Township for benefits under this Article, he shall first make application for Workers' Compensation benefits or insurance proceeds from any appropriate compensation fund or insurance company. Injury leave with pay shall be only granted to an employee for injuries or disabilities caused or induced by the performance of his position.

**Section 5.3** Any waiting period required to process a Workers' Compensation claim through the Bureau of Workers' Compensation will not be deducted from the Employees sick leave.

**Section 5.4** The employee must sign a written agreement, which directs all temporary total disability payments from the Bureau of Workers' Compensation to the claimant in care of the employer, at the employer's address.

**Section 5.5** Notwithstanding any of the foregoing to the contrary, the approval of additional injury leave in excess of forty-eight (48) duty days for forty (40) hour employees and thirty (30) duty days for platoon employees shall be reviewed by the Labor - Management Committee. A recommendation will then be made to the Township Trustees and the awarding of additional injury leave will then be the sole prerogative of the employer.

**Section 5.6** During such injury leave, the employer shall maintain its regular payments into medical and pension plans. The said leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits. If injury is disallowed by Workers' Compensation, the employee will be charged with the time lost from work following any and all appeals processes.

**Section 5.7** Employees on injury leave may not engage in any other outside employment unless there is an agreement with the Fire Chief or a designee.

**Section 5.8** Personnel covered under this agreement are required to follow Article 4, Section 4.16. In the event that there are conflicting medical opinions, a doctor with specialized knowledge in the etiology of the injury and/or illness diagnosis of the member in question shall be consulted. The cost of such shall be borne by the Department. The physician referral for illness related diagnoses shall be made by Mount Carmel Occupational Medicine. The physician

referral for injury related events shall be made in consultation with the Department Physical Therapist.

## **ARTICLE 6 EARNED TIME**

**Section 6.1** "Earned Time" shall be the combined running total of all unscheduled overtime. Employees shall have the right to elect to take earned time, at the rate of one and a half (1.5) hours for each overtime hour accumulated in lieu of receiving cash overtime compensation.

**Section 6.2** Employees shall notify the Fire Chief or his designee of the employee's election to take earned time in lieu of overtime compensation as soon as possible, but no later than the close of the work period in which it is earned. This shall be accomplished by completing the overtime request form indicating that earned time is requested.

**Section 6.3** Earned time may be accumulated by an employee during a calendar year of not more than two hundred sixty four (264) hours. No more than one hundred forty four (144) hours of earned time shall be carried over into a new year. Employees may elect to cash in one hundred twenty (120) hours of earned time each year. Earned time payouts shall be paid to the employee on the first pay received in December. Earned time payments shall be paid at the employee's regular rate of pay for each hour of earned time up to the max of one hundred twenty (120) hours.

**Section 6.4** Earned time may be used by the employee to take time off with full pay at the minimum of one (1) hour at a time, with prior approval.

**Section 6.5** Earned time will be approved on a first request basis subject to staffing requirements necessary for operation of the Fire Department. In the case of unforeseen circumstances such as but not limited to numerous absentees due to accidents, sickness, or other causes, the Fire Chief or his designee shall have the authority to cancel any time off duty with pay in order to maintain minimum manpower levels. Vacation leaves shall take precedence over the use of earned time in the event that such circumstances should arise.

**Section 6.6** Upon separation from service with the Violet Township Fire Department and Violet Township, an employee shall be entitled to compensation at the employee's current rate of pay for all lawfully accrued and unused earned time credited to the employee as of the date of the employee's separation. In the event of an employee's death, such unused earned time leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to the employee's estate.

## **ARTICLE 7 HOLIDAY TIME**

**Section 7.1** "Paid Holidays" All full time Fire Department employees with six (6) months completed service shall receive holiday time for the currently recognized holidays. For forty (40) hour employees, in the event that a holiday falls on a Saturday, the preceding Friday shall be considered the holiday and when the holiday falls on a Sunday the following Monday shall be considered the holiday. Full time employees who are entitled to holidays off will receive their

full regular pay for the week in which a holiday falls without any reduction in pay occasioned by the reduction of hours actually worked due to the holiday.

**Section 7.2** Platoon employees shall receive eight (8) hours of Holiday Time for each holiday observed, regardless of whether or not they are actually on duty on the day upon which the holiday occurs.

**Section 7.3** Each platoon hour employee will be credited with the amount of holiday time as described in Section 7.2 at the beginning of each calendar year. Holiday time may be used the same as earned time, and the same provisions apply. Any remaining holiday time at the end of the calendar year shall be paid to the employee the first pay received in December at their current hourly rate.

**Section 7.4** Upon termination of employment, remaining holiday time shall be paid to the employee on a prorated basis. Should an employee resign, retire, or be separated from employment prior to the end of the calendar year, the Township shall withhold from the last pay due employee pay for any holiday for which the employee was compensated but that occurs after his resignation, retirement, or separation. In the event of an employee's death, such unused holiday time shall be paid in accordance with Section 2113.04 of the Revised Code, or to the employee's estate.

**Section 7.5** The approved observed holidays during the duration of this agreement are as follows:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Easter  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Day

**Section 7.6** In the event a forty (40) hour employee chooses to work on the above-mentioned holidays, the time will be accumulated as holiday time, and may be used in accordance with the above-mentioned provisions.

## ARTICLE 8 VACATION

**Section 8.1** The vacation policy and procedures of the employer shall conform to the provisions of this section and to any applicable sections of the current Ohio Revised Code.

**Section 8.2** Each employee working the forty (40) hour workweek shall be entitled to full vacation leave as follows:

After 1 year of service	10 days, or 80 hours
After 5 years of service	12 days, or 96 hours
After 8 years of service	15 days, or 120 hours
After 11 years of service	18 days, or 144 hours
After 15 years of service	22 days, or 176 hours
After 18 years of service	26 days, or 208 hours
After 21 years of service	30 days, or 240 hours

Each employee working the platoon schedule shall be entitled to full paid vacation leave as follows:

After 1 year of service	6 days, or 144 hours
After 5 years of service	8 days, or 192 hours
After 8 years of service	9 days, or 216 hours
After 11 years of service	10 days, or 240 hours
After 15 years of service	13 days, or 312 hours
After 18 years of service	14 days, or 336 hours
After 21 years of service	15 days, or 360 hours

**Section 8.3** Vacation may be taken in increments of twelve (12) hours at a time for platoon employees and in increments of two (2) hours for forty (40) hour employees. Request for vacation must be approved by the Fire Chief, or designee.

**Section 8.4** Seniority for the purposes of vacation accumulation is calculated according to the number of years of service with the Violet Township Fire Department and other political subdivisions, as defined by Section 9.44 of the Ohio Revised Code. All requests for vacation must be submitted to the Fire Chief or his designee by a mutually agreed time each calendar year, once approved by the Fire Chief, or designee.

The process for which accumulated vacation time is scheduled shall be formulated by the bargaining unit, in accordance with section 29.1 of this agreement. The Fire Chief or designee shall coordinate, and schedule all vacation requests per the formulated bargaining unit system.

All other requests for vacation after the mutually agreed date, shall be resolved on a first come, first serve, and availability basis, or by the department's seniority roster if multiple requests for the same date(s) are submitted.

**Section 8.5** In situations involving numerous absentees due to sickness, accident, or other causes, or in the event of large scale disasters or similar, the Fire Chief shall have the authority to cancel any time off duty with pay in order to maintain manpower levels.

**Section 8.6** When the employer deems it necessary to transfer an employee from one shift to another and said employee has vacation time scheduled and approved, such pre-approved time will be rescheduled in the same time frames for the employee's new assignment.

**Section 8.7** Requests for earned time or other official absences from duty shall ordinarily not be allowed in conjunction with vacations when initially establishing vacation schedules. After all vacation schedules have been established and approved, application for earned time or other authorized absences shall be considered for approval when the requests for same are properly submitted through channels to the Fire Chief.

**Section 8.8** When all vacations have been scheduled, if a need to reschedule vacation time exists, a written request for the desired change shall be submitted through the proper channels.

**Section 8.9** Vacation of three (3) days, or seventy-two (72) hours for platoon employees, and five (5) days, or forty (40) hours for forty (40) hour employees, may be carried over into the next year. Any further unused vacation at the end of the employee's anniversary date will be lost.

**Section 8.10** In the case of termination, accrued vacation leave shall be computed on a prorated amount based upon the portion of the year employed prior to termination. Unused vacation credit will be paid as a check or in a direct deposit to the employee at the employee's regular salary rate upon termination of employment.

**Section 8.11** Upon separation from service with the Violet Township Fire Department and Violet Township, an employee shall be entitled to compensation at the employee's current rate of pay for all lawfully accrued and unused vacation leave credited to the employee as of the date of the employee's separation. In the event of an employee's death, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to the employee's estate. Accrued vacation leave shall be computed on a prorated basis for the portion of the year the employee worked prior to separation.

## ARTICLE 9 TRADING OF TIME POLICY

**Section 9.1** The trading of time is a privilege not a right and may be granted at the discretion of the Chief or designee. Trade requests must be turned in to the Unit Officer at least one (1) shift previous to desired time off. Approval or disapproval of trade request involving their subordinates may be expressed by Officers or other immediate supervisors. Emergency trades or any other trades not outlined in this policy will go to the Chief or designee.

**Section 9.2** Before recommending approval or disapproval of trade requests, Officers shall make certain that the companies involved will be properly manned, and that the efficiency of such company will in no way be decreased or comprised if such trade is allowed.

**Section 9.3** Requests for all trades must consist of a written application (trade sheet), submitted through proper channels, requiring the written approval of the member's Officer or the Fire Chief or designee.

**Section 9.4** Trades involving a period of time in excess to two (2) consecutive tours of duty shall not be authorized except by permission of the Fire Chief or designee.

**Section 9.5** Members owing time to other department members as a result of trades shall expect to repay this obligation within a reasonable period of time.

**Section 9.6** Members working and/or repaying trades shall be limited to not more than two (2) consecutive tours of duty, including their own regularly schedule work shift.

**Section 9.7** Department members agreeing to work a trade shall be considered late or absent without leave as the case may be, not the employee for whom he is working. The department member arranging the trade shall not be held accountable provided the proper paperwork was completed and approved.

**Section 9.8** If disability, injury or illness prevents a trading employee from working a scheduled trade, both labor and management agree that the shift will be covered by overtime for the overall health and wellness of the entire organization. This shall be for the day of the trade only and not scheduled in advance. The employee having the stated disability, injury or illness shall be charged the appropriate amount of Sick Leave to cover the trade hours.

If any other reason not stated prevents the trading employee from working a scheduled trade, both labor and management agree that the Union will be responsible for providing an employee of equal or greater classification anytime either party is unable to work with no additional cost to the employer.

**Section 9.9** For any trade of four (4) hours or less, only the Officer's approval is necessary.

**Section 9.10** In the event of an unforeseen circumstance, a member may call the station to make arrangements with another member to provide for coverage to avoid being late. The shift officer must be notified, and a trade paper shall be completed upon the member's arrival.

**Section 9.11** Any full-time member of the Violet Township Fire Department may substitute for another member of up to thirty (30) minutes. Substitution will be applicable to the final thirty (30) minutes of a member's tour of duty, and, will not result in additional overtime for the Violet Township Fire Department. Substitution must be reported to the officer in charge prior to the member leaving the fire station.

**Section 9.12** Management will not deny a trade for an Out of Class Firefighter or Officer as a result of his or her position on the promotional list.

## **ARTICLE 10 TRAINING OUTSIDE THE FIRE DEPARTMENT**

**Section 10.1** Any firefighter who wishes to attend additional training outside of the fire department shall be required to submit to the members Battalion Chief a "Training Request" form if they are seeking financial reimbursement. If no financial assistance is requested, then they need not complete the request. The department encourages all personnel to further educate themselves in the field of fire and emergency medical services.

**Section 10.2** The department will pay the tuition of classes/seminars for those who wish to attend them on their own time. Those who request to attend classes and wish to be paid for their time, or request time off duty to attend classes shall submit their request to the Fire Chief or designee for prior approval. Classes can include but are not limited to OFA classes not yet taken, NFA courses, conferences that pertain to specific duties of responsibility or classes at other fire departments. Proof of completion is required, preferably a certificate or other documentation that contains the course title and continuing education hours granted.

**Section 10.3**

The Fire Department, along with the Local, understands the importance of continued education for its members. Training Time shall be scheduled in accordance with Article 29, Section 29.1 of this agreement.

**Section 10.4** Classes should be general in nature, which relate to the standards set forth in the Firefighter I & II guidelines, the current EMS regulations or College level courses. Specialty areas of training shall be assigned as the department sees fit, i.e. arson, SCBA repairs, etc. Additional classes not covered in this section shall be reviewed by the Assistant Fire Chief for approval or disapproval.

**Section 10.5** Members shall be allowed to participate on regional special operation teams. Examples of these teams are, but not limited to: Dive team, Hazmat team, USAR, and Tactical EMS. The Department shall decide the number of members allowed for participation on any regional special operations team, after input from Labor-Management and the affected member(s). Additional training hours shall be evaluated and granted by the Fire Chief or designee on a case-by-case basis.

**Section 10.6** When members attend outside training courses, their per diem shall be reimbursed up to sixty dollars (\$60) per day. Once the training is scheduled and approved, the Township agrees to pay the member after the training is completed and the proper Expense Report is submitted.

**Section 10.7** At the time when any additional full-time firefighters are hired and added to a shift, it is agreed that the parties will meet to review and negotiate the terms of this section.

## ARTICLE 11 WORKING OUT OF CLASS

**Section 11.1** Any employee who ranks in the top six (6) of the appropriate promotional list may be assigned by the Fire Chief or designee, to the duties of a rank above that which the employee presently holds. The employee must be currently assigned to the unit, or be assigned as acting officer, in the event of trades or vacation coverage.

**Section 11.2** Those employees placing in the top six (6) of the appropriate promotional list shall receive an increase in their regular rate of pay of \$1.25 for being able to be assigned to perform the duties of a higher rank.

**Section 11.3** For an employee to be considered qualified to work out of class, the employee must be listed on the appropriate promotional list. However, only those employees who rank in the top six (6) of the appropriate promotional list shall be eligible to be assigned to work out of class and receive the additional “Out of Class” payment set forth in Section 11.2. Should an employee placing in the top six (6) of an appropriate promotional list later move off the list due to promotion, separation or other reasons, the employee will no longer receive the “Out of Class” payment set forth in Section 11.2. Instead, employees on the promotional list who rank lower than said employee will automatically move up one spot on the list. As such, the employee who ranked seventh (7<sup>th</sup>) would then move up to the sixth (6<sup>th</sup>) rank and then become eligible to be assigned to work out of class and will start receiving the “Out of Class” payment set forth in Section 11.2.



**ARTICLE 12**  
**DUES DEDUCTION**

**Section 12.1** The Employer agrees to deduct regular Union membership dues (as certified to the payroll clerk by the Secretary-Treasurer of the Union in accordance with Section 12.7, hereof) once each pay period during the calendar year from the employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. Newly hired employees who have voluntarily signed an authorization card and who are in their probationary period shall have deducted, instead, an "initiation fee." The signed payroll deduction form (See Appendix A) must be presented to the employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization. The Employer agrees to furnish the Secretary-Treasurer of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made from the previous pay period

**Section 12.2** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 12.3** The Employer shall be relieved from making such individual "checkoff" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written notice of revocation of the check-off authorization (6) or at any time when dues are otherwise due and the employee fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union Dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deductions in addition to all legally required deductions.

**Section 12.4** The Employer 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 Union dues.

**Section 12.5** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. The Union shall promptly report any errors to the Employer but no later than thirty (30) days after receipt of the dues deductions. In no event shall the Employer be liable for the payment of dues improperly deducted or not deducted. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 12.6** The rate at which dues are to be deducted shall be certified to the fiscal officer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the fiscal officer prior to making any changes in an individual's dues deduction.

**Section 12.7** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

**ARTICLE 13**  
**SENIORITY**

**Section 13.1** Seniority is defined, for the purposes of the Violet Township Fire Department, as the uninterrupted length of continuous, full-time service with the Violet Township Fire Department.

**Section 13.2** For the purposes of layoff, seniority is defined as continuous, full-time service with the Violet Township Fire Department. A termination lasting less than thirty (30) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority. Employees who are reinstated from layoff within two (2) years of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for time spent on layoff.

**ARTICLE 14**  
**LAYOFFS AND RECALL**

**Section 14.1** When the employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employee(s) and the Union thirty (30) days in advance of the effective date of layoff or job abolishment. A job abolishment under this article shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's home address of record, or hand delivered to the employee such that the notice is received on or before the thirtieth (30th) day prior to the layoff or displacement action. The notice shall contain the following information:

- A. A rationale for layoff or displacement;
- B. The effective date of the layoff or displacement;
- C. A listing detailing the employee's seniority in relation to other members in the bargaining unit;
- D. A statement advising the employee of his or her responsibility to maintain a current address with the department;
- E. A statement advising the member of his reinstatement rights consistent with this article.

**Section 14.2** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are on a recall list shall be recalled in the inverse order of their layoff. No new employees will be hired full-time until all of the employees on the recall list have had an opportunity to return to full-time employment with the township, or the two (2) year period for the recall list expires.

**Section 14.3** Notice of recall shall be sent to the employees by certified or registered mail and a copy of the letter will be given to the union. The employer shall be deemed to have fulfilled the obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 14.4** The recalled employee shall have seven (7) calendar days following the date of delivery of the recall notice to notify the employer of his intention to return to work. After said notification the employee shall have ten (10) calendar days in which to report to duty, unless the employer specifies a date greater than the ten-day period.

**Section 14.5** Prior to the effective date of any layoffs, the employer will offer the union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the Labor Relations Committee as set out elsewhere in this agreement.

**Section 14.6** No fulltime employees shall be laid off until all part-time employees have been laid off and the part-time program is abolished.

## **ARTICLE 15 NONDISCRIMINATION**

**Section 15.1** Neither the Union nor the Employer will unlawfully discriminate against any employee based on age, sex, marital status, race, color, religion, national origin, political affiliation, or disability or any other protected classification. There shall be NO discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in the Union.

**Section 15.2** All references in this agreement to the male gender shall be construed to be equally applicable to all genders.

## **ARTICLE 16 UNION TIME**

**Section 16.1** The Union President and/or his designee may be granted time off with pay for the purpose of attending conferences, seminars, district and local meetings and other union activities. At no time shall such attendance result in the creation of overtime. Such time off must be requested and scheduled in advance. Union Time is subject to Township approval based upon operational and staffing needs of the Township.

## **ARTICLE 17 LABOR MANAGEMENT COMMITTEE**

**Section 17.1** There shall be a Labor Management Committee, composed of three (3) representatives of the Employer and three (3) members of the Union, or such fewer numbers as the parties agree. This committee shall meet upon request of either the Employer or the Union to discuss issues of mutual concern and may make recommendations to the Employer and the Union on such issues. Labor relations meetings shall not be collective bargaining negotiations. The Labor - Management Committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this agreement, except as provided in Section 27.3.

**ARTICLE 18  
WORK PERIOD**

**Section 18.1** Members assigned to work on a platoon shall work a twenty-four (24) hour shift followed by forty-eight (48) hours off on a 14-day work period, thereby averaging one hundred six (106) hours of work per work period (2,756 hours annually). This equates to approximately eighteen (18) work periods of 120 hours and eight (8) work periods of 96 hours. Other members shall work forty (40) hours per week as assigned by the Chief. Should the hours of work issue be affected by any law or court decision, the parties will meet to negotiate the sections of this agreement impacted by such decision.

**Section 18.2** Members shall begin their duty day at 0730 hours, and end their shift at 0729 hours the next calendar day for platoon employees.

**ARTICLE 19  
OVERTIME/EXTRA DUTY**

**Section 19.1** When an employee is required to work beyond the limits established by §207(k) of the Fair Labor Standards Act (“FLSA”) for platoon employees or by §207(a) of the FLSA for 40-hour employees, he should be compensated at the applicable overtime rate of pay for all such excess hours worked. The work period shall be fourteen (14) days for purposes of calculation.

**Section 19.2** All overtime except regularly scheduled overtime requires approval of the Officer and/or the Fire Chief.

**Section 19.3** Employees working at least 15 minutes over an assigned duty shift will be recognized as having one (1) hour worked. If actual time worked over the assigned duty shift exceeds one (1) hour, the employee will be paid thirty (30) minutes of extra duty for each thirty (30) minute increment or part thereof as referenced in Section 29.3.

**Section 19.4** At the Fire Chief's discretion, overtime or earned time may be approved for special assignments.

**Section 19.5** Mandatory off duty training hours shall be awarded in overtime compensation with a one (1) hour minimum. The Fire Chief must approve such training.

**Section 19.6** Tours of duty shall not exceed forty-eight (48) hours consecutively. All platoon employees must have twelve (12) hours off, before another scheduled shift can begin, unless approved by the Fire Chief or designee.

**Section 19.7** Hours spent in paid leave status shall be considered hours worked for the purposes of computing an employee's entitlement to overtime compensation. Hours spent in paid leave status shall include hours spent in the following approved leaves: Sick leave, injury leave, holiday time, earned time and vacation leave.

**ARTICLE 20  
DISTRIBUTION OF OVERTIME**

**Section 20.1** Effective not later than March 1, 1998, the Union will be responsible for the filling of overtime needs at the instruction of the Chief or his designee. The Union will inform the Chief or his designee of the person(s) responsible for the call-ins on each shift. The Union designee shall have the authority to order personnel in to work when sufficient voluntary acceptance was unsuccessful. Employees on disciplinary suspension shall not be offered overtime.

**ARTICLE 21  
BARGAINING UNIT MEETINGS**

**Section 21.1** The Union shall be permitted, upon prior notification to the Fire Chief, to hold meetings, for the Union members in the Bargaining Unit for all Bargaining Unit employees, at Departmental Headquarters or other Township building, room or facility. The use of such facilities shall be permitted only so long as such use does not interfere with Department operations, as determined by the Chief.

**Section 21.2** The Township agrees to hold the requested location open for use by the Union on the date and at the time requested.

**Section 21.3** Bargaining unit employees on duty at the time of the meeting shall be permitted to attend so long as the meeting does not interfere with the operations of the Employer, as approved by the Fire Chief.

**ARTICLE 22  
BULLETIN BOARDS**

**Section 22.1** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where, in the opinion of the Employer, bulletin boards are already available, the Employer may permit the Union use of said bulletin boards.

**Section 22.2** All Union notices that appear on the bulletin board shall be signed, posted and removed by the Union Executive Board. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks and/or unfavorable comments regarding a candidate for Township office, or for office in any employee organization.

**Section 22.3** No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the employer's equipment except on the bulletin board(s) designated for use by the Union, except as otherwise approved by the Chief.

**Section 22.4** Violation of any provisions of the Article shall subject the Union to revocation of bulletin board(s) posting privileges by the Employer.

## **ARTICLE 23 OUTSIDE MAIL**

**Section 23.1** It is the policy of the Employer that employees shall not use the Township offices as an address for receipt of personal mail. However, in the event clearly marked and identifiable personal mail is sent to an employee at a Township facility address, it shall not be subject to the Employers intentional review.

## **ARTICLE 24 GRIEVANCE PROCEDURE**

### **Section 24.1 – Grievance Defined**

A grievance shall be defined as an allegation that there has been a breach, misinterpretation or improper application of any part or term of this agreement.

### **Section 24.2 – Qualifications**

A grievance may be filed by employees or by the Union as exclusive representative to enforce its rights under the agreement or on behalf of a group of employees who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any employee without the employee's knowledge and consent.

### **Section 24.3 – Jurisdiction**

Nothing in this Grievance Procedure shall deny employees the opportunity to appeal to and/or exercise their legal right to appear before a judicial or administrative forum. If an employee elects to pursue such a judicial or administrative remedy, and an administrative tribunal or court takes jurisdiction, an employee is thereafter precluded from seeking a remedy, or from further pursuing a remedy, under the Grievance Procedure. Further, once an employee elects to pursue a remedy under the Grievance Procedure, he is precluded from seeking a remedy in court. In that this Grievance Procedure culminates in final and binding arbitration, no other administrative or judicial tribunal shall have jurisdiction to receive and determine any appeals relating to matters that are a proper subject under the Grievance Procedure.

### **Section 24.4 – Grievance Representatives**

The Union shall designate one (1) employee of the bargaining unit to serve as Grievance Chairman. The Grievance Chairman shall appoint one (1) Grievance Representative from each of the three units. Nothing herein precludes the Grievance Chairman or the alternate from serving also as a Grievance Representative.

**Section 24.5 – Grievance Procedure**

**STEP 1 – ASSISTANT CHIEF OR DESIGNEE**

- A. The grievance shall first be submitted to the Assistant Chief, on a designated grievance form. A grievance must be submitted within seven (7) calendar days after the event giving rise to the grievance occurred. A grievance not submitted timely shall be waived and void.
- B. The Assistant Chief or his designee shall investigate the grievance and shall provide a response, in writing, to the grievant, within seven (7) calendar days from the date of its submission.

**STEP 2 – FIRE CHIEF OR HIS DESIGNEE**

- A. If the answer in step 1 is not satisfactory, the grievance may then be submitted, by presenting the original copy of the grievance, to the Fire Chief or his designee, within seven (7) calendar days of the receipt of the step 1 answer.
- B. Upon receipt of the grievance, the Fire Chief or his designee shall, within seven (7) calendar days, meet with the grievant and/or representatives of the Union in an attempt to resolve the grievance.
- C. In the event the grievant wishes to be represented or accompanied by a representative of the Union, the grievant shall notify that employee's unit officer in advance of the meeting, so that the employee may be relieved of duty to attend the meeting.
- D. Within seven (7) calendar days of the above-mentioned meeting, the Fire Chief or his designee shall deliver his response, in writing, to the employee and/or representatives of the Union.

**STEP 3 – TOWNSHIP TRUSTEES**

- A. If the answer in step 2 is not satisfactory, the grievance may then be submitted by presenting the original copy of the grievance to the Township trustees, within seven (7) calendar days of the receipt of the step 2 answer.
- B. Upon receipt of the grievance, the trustees shall, within fourteen (14) calendar days, meet with the grievant and/or representatives of the Union in an attempt to resolve the grievance.
- C. Within fourteen (14) calendar days of the above-mentioned meeting, the trustees shall deliver their response, in writing, to the grievant and/or the Union.

**STEP 4 – ARBITRATION**

- A. If the answer in step 3 is not satisfactory, the grievance may then be submitted to arbitration.
- B. Any grievance that is not resolved through the grievance procedure may be submitted to arbitration, upon request of the Union. Such request shall be made to the Township trustees within thirty (30) calendar days of receipt of the step 3 answer.

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

D. The Arbitrator shall conduct a hearing on the grievance. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon closing of the hearing the arbitrator shall render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to the arbitrator and cannot alter the terms and conditions of this agreement. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this agreement. The arbitrator shall have no authority to require an act prohibited by state or federal law.

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

F. The decision of the arbitrator shall be final and binding upon the employees, the union, and the Township. Both parties shall equally divide any cost involved in obtaining the list of arbitrators. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be divided equally if both parties desire a court reporters recording, or request a copy of any transcript. The losing party shall pay all costs directly related to the services of the arbitrator.

#### **Section 24.6 – Time Off for Presenting Grievances**

An employee and Grievance Representative shall be allowed time off from regular work duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the aggrieved and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours for the aggrieved and/or his Grievance Representative, they shall not be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by an employee or Grievance Representative result in overtime outside of regularly scheduled overtime.

#### **Section 24.7 – Time Limits**

It is the Township and the Union's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the party's designated representatives may mutually agree, at any Step, to time extension, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the aggrieved may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance has been denied and may then advance it to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the grievance Procedure may be waived by mutual consent. Any grievance not filed or appealed at the proper step or within the time limits set forth in this section shall be deemed waived and forfeited.



If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of or response to a grievance or grievance appeal, then a grievance, grievance appeal, or response may be filed on the next day of which such office is open.

**Section 24.8 – Representatives in Meetings**

In each Step of the Grievance Procedure outlined in Section 24.5, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by all parties that, in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

**Section 24.9 – Grievance Forms**

The Township and the Union shall develop jointly a grievance Form. Such forms will be supplied by the Union and made available to all Grievance Representatives.

**Section 24.10 – Representation**

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

**Section 24.11 – Withdrawal**

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

**ARTICLE 25  
RATES OF PAY/WAGES**

**Section 25.1** The parties have agreed to a 0.2% wage increase in the first year of this contract, a 1.5% wage increase in the second year of this agreement, and 1.0% wage increase in the third year of this agreement. Wage increases shall be effective on the first day of January in each contract year. As a result, the following pay rates shall be paid beginning on the first day of the pay period that includes the dates specified:

**THIS AREA INTENTIONALLY LEFT BLANK**

**Effective January 1, 2019:**

**FIREFIGHTER**

Starting Salary	\$55,190.96
After 6 months	\$60,116.47
After 12 months	\$65,610.30
After 24 months	\$70,883.94
After 36 months	\$74,925.38
After 42 months	\$81,397.18

**LIEUTENANT**

Starting Salary	\$88,090.82
After 12 months	\$92,796.13

**BATTALION CHIEF**

Salary	\$108,803.22
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**FIRE SAFETY INSPECTOR, COMMUNITY MEDIC, EMS COORDINATOR**

Starting Salary	\$100,195.24
After 12 Months	\$109,505.76

**Effective January 1, 2020:**

**FIREFIGHTER**

Starting Salary	\$56,018.83
After 6 months	\$61,018.22
After 12 months	\$66,594.46
After 24 months	\$71,947.20
After 36 months	\$76,049.27
After 42 months	\$82,618.14

**LIEUTENANT**

Starting Salary	\$89,412.19
After 12 months	\$94,188.08

**BATTALION CHIEF**

Salary	\$110,435.27
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**FIRE SAFETY INSPECTOR, COMMUNITY MEDIC, EMS COORDINATOR**

Starting Salary	\$101,698.17
After 12 Months	\$111,148.35

**Effective January 1, 2021:**

**FIREFIGHTER**

Starting Salary	\$56,579.02
After 6 months	\$61,628.41
After 12 months	\$67,260.41
After 24 months	\$72,666.68
After 36 months	\$76,809.77
After 42 months	\$83,444.33

**LIEUTENANT**

Starting Salary	\$90,306.32
After 12 months	\$95,129.97

**BATTALION CHIEF**

Salary	\$111,539.63
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**FIRE SAFETY INSPECTOR, COMMUNITY MEDIC, EMS COORDINATOR**

Starting Salary	\$102,715.16
After 12 Months	\$112,259.84

**Section 25.2** The regular rate of pay for each individual full-time employee shall be computed by dividing said employee's base salary by the number of regularly scheduled hours of work. That number is 2080 hours for employees working eight (8) hour work days and 2756 hours for platoon employees.

**Section 25.3** Employees will be entitled to overtime in accordance with the Fair Labor Standards Act (FLSA).

**Section 25.4** Any increase in the rate of pay will be effective for the entire pay period in which the rate increase occurs.

**Section 25.5** The method of pension pickup will be the salary reduction method (pre-tax) method as determined by OP & F rules.

## ARTICLE 26

### HEALTH, WELLNESS, FITNESS & INSURANCE BENEFITS

**Section 26.1** Members shall be provided with Major Medical, Accident, Health, Sickness, Life, Dental, Prescription, and Optical Insurance. The Township recognizes that the Local reviews the insurance coverage annually, and has made positive changes in the past that have resulted in cost savings and improved coverage. Local 3558 shall continue to annually review and investigate cost containment alternatives, which are acceptable to both the Local and the Township.

**Section 26.2** Employees shall pay ten percent (10%) of the cost of the coverage as of January 1, 2019 and every year thereafter, plus any “deficit assessments” as determined by the Township’s insurance broker, not to exceed \$100,000. The deficit assessment payment, if any, shall be based on the fire department’s share of the overall Township assessment cost.

The payment shall be derived using the monthly premium or premium equivalent for the employee’s participation level for that year. It is agreed the premiums shall be provided by the insurance broker of record for the Township. The Union recognizes that insurance is negotiated on an annual basis and the cost will fluctuate from year to year. The payment shall be divided over 26 pay periods. The payment shall be based on the employee’s participation level:

Single  
Employee/Spouse  
Employee/Child  
Family

**Section 26.3** All Full-Time Employees are required to complete the annual physical sponsored and paid by the fire department.

**Section 26.4** The Township agrees to provide a physical therapist for four (4) hours each week for all department members.

**Section 26.5** The Township agrees to provide a strength and conditioning trainer for two (2) hours each week for all department members.

**Section 26.6** The Township agrees to maintain and update fitness equipment as needed at each station for employees to utilize on a daily basis.

**Section 26.7** Should either State or Federal statute(s) mandate the parties to this agreement participate in a national or state health care plan or system, the parties will meet and negotiate any necessary changes.

## ARTICLE 27

### VACANCIES AND PROMOTIONAL POLICY

**Section 27.1** In the event of a permanent vacancy of a promotional sort occurs, it shall be filled by one of the three top ranking people of the appropriate promotional list. Promotional lists shall be for three (3) years unless extended by the Fire Chief for a maximum of one (1) year.

**Section 27.2** Any and all promotional vacancy positions shall be filled within a maximum of one hundred twenty days (120) consecutive upon official severance of the vacating member from the position.

**Section 27.3** Any firefighter, after five (5) consecutive years of service with the Violet Township Fire Department, will be eligible to take the Lieutenant examination. The firefighter must have completed sixty (60) hours of Officer development classes within the establishment of the previous list and the administration of the first step of the next promotional exam. These classes may include but are not limited to Company Officer Development I, II, III, NFA Incident Command Series, Fire or EMS Instructor classes or the MCTO series. The firefighter must also hold a current Blue Card Certification. The Fire Chief or his Designee shall approve other classes or conferences. Proof of completion, in the form of a certificate or other documentation that contains the course title and continuing education hours, is required prior to taking the exam. The examination shall be as per the outline adopted by the Chief and the Violet Township Trustees.

**Section 27.4** Any Lieutenant, after five (5) consecutive years in grade with the Violet Township Fire Department, will be eligible to take the Battalion examination. The Lieutenant must have completed sixty (60) hours of Officer Development classes within the establishment of the previous list and the administration of the first step of the next promotional exam. These classes may include but are not limited to Company Officer Development I, II & III, NFA Officer Development classes or Fire/EMS Instructor classes. The Lieutenant must also hold a current Blue Card Certification. The Fire Chief or his Designee shall approve other classes or conferences. Proof of completion, in the form of a certificate or other documentation that contains the course title and continuing education hours, is required prior to taking the exam. The examination shall be as per the outline adopted by the Chief and the Violet Township Trustees.

**Section 27.5** All vacancies shall be filled in accordance with the rules and regulations set forth by the Chief. Further, the Chief, in his discretion, may hire a Firefighter/EMT-Basic who has not yet passed their paramedic test. In such instance, the Chief can grant the Firefighter/EMT up to, but no more than, thirty-six months to complete and pass the paramedic test. In the event that the Firefighter/EMT has not completed and passed the paramedic test within the time-frame established by the Chief, the employee will be deemed unfit for duty and can be terminated from employment by the Chief. A termination by the Chief for not completing/passing the paramedic

test shall automatically be deemed to be for “just cause” under this Agreement. The employee shall remain at the starting rate until they obtain their Paramedic Certification. Once they obtain the certification, the employee will be placed at the appropriate step level.

**ARTICLE 28**  
**STAFFING/TIME OFF**

**Section 28.1**

The Violet Township Fire Department, along with the Bargaining Unit, recognizes the need to have a safe number of employees on duty to provide the service delivery function. Minimum staffing shall consist of twelve (12) firefighters each day. All twelve (12) firefighters shall be full-time Violet Township firefighters. Time off will be scheduled in the following manner:

Each duty day there will be three (3) spots available for time off (Vacation, Earned Time, Holiday Time, and Training Time).

Each member may submit time off requests prior to January 31<sup>st</sup>. Time off requests will be separated and prioritized into the following categories:

1 – Priority Vacation – Each member is allowed one priority vacation pick. A priority vacation pick must be consecutive duty days if more than one day. If more than three (3) members request the same calendar days as their priority vacation, the three (3) most senior members will be granted their requested days.

2 – Vacation – Vacation requests will be approved by seniority prior to January 31<sup>st</sup>. After January 31<sup>st</sup>, all time off requests will be granted first come first serve as long as it does not exceed three (3) members off.

3 – Additional Vacation, Earned Time, Holiday Time and Training Time will be granted on a first come first serve basis after January 31<sup>st</sup>.

In the event there is a known long-term injury or illness (LTII) prior to January 31<sup>st</sup>, Vacation approval will be as follows:

**Vacation - 1**  
**Vacation - 2**  
**LTII- 3**

In the event there is a known long-term injury or illness after January 31<sup>st</sup>, time off request will be filled as follows:

**Vacation, ET, HT or TT**  
**Vacation, ET, HT or TT**  
**LTII**

Command Staffing:

The minimum staffing for Officer Position's each day are as follows:

- Battalion Chief or Acting Battalion Chief, 1 Lieutenant & 2 Acting Lieutenants

No more than two (2) Lieutenants per shift may be off at any time.

**Section 28.2** At the time when any additional full-time firefighters are hired and added to a shift, it is agreed that the parties will meet to review and negotiate the terms of this section.

**Section 28.3** Extra duty, for the purposes of this Article, shall mean any time worked outside normal scheduled hours or scheduled overtime.

**Section 28.4** The Department and the Union understand the need to maintain staffing when training events are scheduled. For events held within the Township response area, the On-Duty crews shall respond as normally expected. For events held outside the Township response area, such as at the Ohio Fire Academy, a minimum of two (2) personnel shall be placed on extra duty for the purpose of covering runs in the response area. Management shall retain the right to fill additional extra duty spots as needed.

## ARTICLE 29 SUCCESSORS

**Section 29.1** This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change of geographically or otherwise in the location of place of business of either party. In the event the Township changes to a "regional" concept, the parties will meet to negotiate the terms of this Contract.

**Section 29.2** "Regional" shall be defined, for the purposes of this contract, as involving at least four (4) other fire departments or political subdivisions.

## ARTICLE 30 UNIFORMS & PROTECTIVE CLOTHING

**Section 30.1** Each employee, upon employment, shall be issued uniforms and all necessary protective clothing to perform the aspects of this occupation.

**Section 30.2** Uniforms shall include the following:

- 4 Duty shirts (long or short sleeve t-shirts, golf shirts)
- 4 button down duty shirts (short or long sleeve)
- 1 White button up shirt
- 1 Black tie
- 4 pair of uniform leg wear, (shorts or long pants)  
(employee must have at least 2 pair of duty pants)



1 Belt  
1 Hi-Viz. winter coat  
2 Job shirts  
\$200.00 allowance for on-duty shoes or boots (any combination the employee chooses)

**Class A Uniform**

\*\*This shall be a one-time, \$500 allowance for the purchase of a new Class A uniform. All purchases will be coordinated/requested through the Assistant Chief. Should the employee separate from employment before one (1) year, the employee shall reimburse the Township for the cost of the uniform.

**Section 30.3**

Protective clothing shall include the following:

Helmet  
Protective hood  
Turnout coat, pants, suspenders  
Boots  
Fire Gloves  
Rescue style gloves  
Safety glasses

**Section 30.4** The above listed items shall be replaced, at no cost to the employee, as needed for normal wear and tear occurring in the performance of their duties. Items in need of replacement shall be turned in to the employee's unit officer, and shall be re-issued to the employee upon receipt of the needed item(s).

**Section 30.5** Employees shall be responsible for normal cleaning of the above-mentioned items. Employees shall not be responsible for costs of decontamination from hazardous materials or cleaning beyond the manufacturer's recommendations.

**Section 30.6** Employees shall be required to keep one (1) complete, clean uniform in their locker at all times. The uniform shall consist of a button up duty shirt, t-shirt, trousers and duty shoes.

**Section 30.7** The Department will provide all needed hardware and badges (hereinafter "items"). Once Class A uniforms and/or items are purchased by the Department, it is the employee's responsibility to maintain and replace any/all uniforms and /or items.

**ARTICLE 31  
PROBATIONARY PERIOD**

**Section 31.1** All new full-time employees shall serve a probationary period of 12 months. Such probationary employees shall not be entitled to any protection under this agreement and shall have no recourse under the grievance procedure.

**Section 31.2** A probationary employee shall have an evaluation after 6 months and a final evaluation at the end of the 12 months.

**Section 31.3** Any employee promoted or assigned to another position shall serve a probationary period of 12 months. Failure to successfully complete such probationary period due to performance in position will result in the employee being returned to their prior classification.

## **ARTICLE 32 LEAP YEAR SHIFT ROTATION**

**Section 32.1** Each Leap Year, the employer shall schedule the crew going off-duty the morning of the leap day (February 29<sup>th</sup>) to work the first twelve (12) hours (07:30-19:30) of the leap day shift. The crew scheduled to work the day after the leap day shift will be scheduled to work the second twelve (12) hours (19:30-07:30) of the leap day shift. This will require two of the three shifts to work thirty-six (36) consecutive hours every four (4) years.

## **ARTICLE 33 WAIVER IN CASE OF EMERGENCY**

**Section 33.1** In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Township Trustees, County Commissioners, Sheriff, City Manager, Mayor, City Council, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

**Section 33.2** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlines in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

## **ARTICLE 34 NEGOTIATION MEETINGS**

**Section 34.1 – Meetings** The representatives of the Township and bargaining unit shall meet at mutually agreeable times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

**Section 34.2 – Teams** The Township and the bargaining unit shall be represented at all meetings by a team of representatives. Neither team shall have more than (5) members. Up to two (2) individuals on duty shall be allowed to attend the meetings in paid status provided they shall respond to all calls without disruption to bargaining. All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson that shall have the

authority to state and clarify proposals, bind the party in tentative agreements, and agree to the time for the next meeting.

**Section 34.3– Information to the Public** No releases or information regarding negotiations shall be made to the news media, except releases jointly agreed upon between the parties. Nothing herein shall be construed as an alternate to the dispute resolution procedure contained in the Ohio revised Code 4117.

**Section 34.4– Ratification** All tentative agreements are subject to final ratification by the parties.

## **ARTICLE 35 CONTRACTING OUT FOR SERVICES**

**Section 35.1** The Township agrees that both parties will agree to discuss/review any potential for the loss of services to a private contractor, for which the Violet Township Fire Department or its employees currently provide. All attempts possible will be made to retain these services within the Violet Township Fire Department.

**Section 35.2** The Township may, without restriction, enter into contract(s) with other political subdivisions to provide firefighting, emergency medical and paramedic services for the area serviced by the Violet Township Fire Department in the form of mutual aid agreements.

## **ARTICLE 36 COLLEGE TUITION REIMBURSEMENT PROGRAM**

**Section 36.1** The Township shall provide a total of \$20,000 per year for the purpose of a College Tuition Reimbursement Program. These monies shall be used to reimburse those employees who wish to further their education in college. Employees participating in the program shall be reimbursed for their tuition costs and lab fees.

**Section 36.2** The local as well as the fire department will jointly form and comprise a College Scholarship Committee to develop guidelines for the distribution of the above funds.

**Section 36.3** If the entire tuition reimbursement money is utilized in a calendar year, the township agrees to discuss an increase for the remaining portion of the current calendar year.

## **ARTICLE 37 VIOLET TOWNSHIP'S SUBSTANCE-FREE WORKPLACE PROGRAM**

**Section 37.1** Both parties, covered by this agreement, agree to the following policy in its entirety, The Violet Township, Fairfield County's Policy Commitment to a Substance-Free (Drug-Free) Workplace, Fundamental Program, specifications as of June 17, 2014. Working Partners Systems, Inc. shall administer the above program. If there are to be any changes to this

policy, proposed by either party, both parties will agree to meet and negotiate any necessary changes.

**ARTICLE 38**  
**DURATION OF AGREEMENT**

**Section 38.1** This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect through December 31, 2021.

**Section 38.2** If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement by electronic mail/filing. The parties shall commence negotiations within fourteen (14) calendar days upon receiving Notice of Intent.

**Section 38.3** This Agreement may be amended and/or modified at any time, if both the Employer and Union execute a written amendment or modification.

**Section 38.4** Should any portion of the Agreement be hereinafter determined to be void, altered, unlawful or unenforceable as the result of any law or court decision or tribunal determination, those portions of the Agreement will be of no further force and effect but such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature. The parties agree to meet to negotiate the impact of any such law or court decision.


**SIGNATURE PAGE**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 1st day of January, 2019.

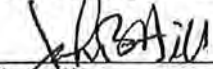
**FOR THE TOWNSHIP:**

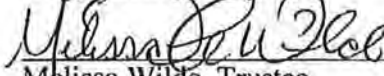
**FOR THE UNION:**

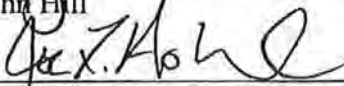
  
Darrin Monhollen, Chairman

  
Brett Bowen, President

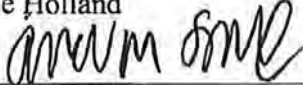
  
Terry Dunlap, Trustee

  
John Hill

  
Melissa Wilde, Trustee

  
Joe Holland

\_\_\_\_\_

  
Andy Smith

\_\_\_\_\_

\_\_\_\_\_

As to Form:

  
Brad E. Bennett, Labor Counsel

**APPENDIX "A"**  
**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

I, \_\_\_\_\_\*, hereby voluntarily authorize the Violet Township Fire Department to deduct 1.3% of the top firefighter wages per pay as union dues for the International Association of Firefighters (Violet Township Firefighters Local 3558) and the Ohio Association of Professional Firefighters. I also voluntarily authorize initiation fees to be deducted during my probationary period.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Please Print

**VIOLET TOWNSHIP FIREFIGHTERS**

**IAFF LOCAL 3558**

**APPENDIX “B”**

**VIOLET TOWNSHIP’S SUBSTANCE ABUSE TESTING CONSENT FORM**

I understand that the Substance-Free Workplace Program establishes conditions under which I may be required to provide a urine specimen for Random, Post-Accident, Reasonable Suspicion, Return to Duty and follow-up drug and alcohol testing. Should this occur, I hereby consent to such testing. I further authorize the testing laboratory to release my results to the President of L-3558, the Fire Chief, the assigned MRO and any federal or state authorities.

Should there be a positive test result, I understand that the Medical Review Officer (MRO) may ask me to provide, and I agree to provide, information about any legal non-prescription drugs and other drugs for which I have a prescription that I take routinely or have taken within the last thirty (30) days.

I understand that any communication I may have with the collection site personnel, testing laboratories or MRO does not create or imply any form of doctor/patient relationship.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date