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AGREEMENT BETWEEN

CLINTON TOWNSHIP
BOARD OF TRUSTEES,
FRANKLIN COUNTY, OHIO

AND

CLINTON TOWNSHIP FIREFIGHTERS,
LOCAL #1800 OF THE I.A.F.F.

JANUARY 1, 2020 TO DECEMBER 31, 2022

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ARTICLE I - AGREEMENT

SECTION 1. AGREEMENT. This is an Agreement entered into by and between the Township of Clinton, Franklin County, Ohio (the "Township") and the Clinton Township Fire Fighters, affiliated with the International Association of Firefighters and known as Local No. 1800 (the "Union").

SECTION 2. PURPOSE. This Agreement is made for the purposes of promoting cooperation and harmonious relations among the Township, the Union, and the bargaining unit Members represented by the Union and set forth in the full and complete understandings and agreements between the parties governing the wages, hours, and terms and conditions of the Members' employment.

SECTION 3. LEGAL REFERENCES.

A. 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.

B. Should any part of this Agreement be held invalid or temporarily restrained, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

SECTION 4. SANCTITY OF AGREEMENT. Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE II - RECOGNITION

SECTION 1. RECOGNITION. For the duration of this agreement, and for any negotiating period succeeding this agreement, the Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters relating to wages, hours, and terms and conditions of employment.

SECTION 2. BARGAINING UNIT. The bargaining unit members (hereinafter sometimes referred to singularly as "Member" and collectively as "Members") shall include all sworn, regular, full-time firefighters and officers holding permanent appointment in the Clinton Township Fire Department who are below the rank of Assistant Chief, excluding the ranks of Assistant Chief and Chief.

All positions, classifications, and ranks not specifically established herein as being included in the bargaining unit shall be excluded from the unit. In addition, management, confidential, fiduciary, part-time, temporary, casual, seasonal employees shall be excluded from the bargaining unit.

SECTION 3. QUALIFICATIONS. A Member shall, at the direction of the Board of Trustees, obtain and maintain the qualifications and/or certifications required for his respective position in accordance with the department Systems Manual, and if so directed, the Township will bear the costs of any re-certification.

Specifically, the Union recognizes that the Board of Trustees has directed all Members to obtain and maintain State of Ohio certification as an Emergency Medical Technician-Paramedic. Additionally, any full-time firefighter or Lieutenant appointed, or recalled from layoff, after February 7, 1996 shall be required to be certified by the State of Ohio as an Emergency Medical Technician-Paramedic at the time of the appointment or recall. (Res. #96-2-50).

ARTICLE III - UNION SECURITY

SECTION 1. DUES DEDUCTION.

A. The Township agrees to deduct Union membership dues in accordance with this Article for all Members in the bargaining unit.

B. Pursuant to Ohio Revised Code Section 4117.09(B), the Township agrees to deduct Union membership dues, initiation fees, and/or assessments in the amount certified by the Union to the Township once each calendar month from the pay of any Member upon receipt of a written authorization for such deduction signed by the Member. (A copy of the Payroll Dues Deduction Form is attached hereto as Attachment A.)

C. 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, initiation fees, and/or assessments. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

D. The Township shall be relieved from making such individual "check-off" deductions upon a Member'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) revocation of the check-off authorization by the Member in accordance with this Article; or (6) resignation by the Member from the Union in accordance with this Article. Nothing in this Article shall prohibit a Member from submitting dues directly to the Union.

E. The Township shall not be obligated to make dues deductions from any Member 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.

F. The parties agree that neither the Members nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within one (1) year after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

G. The rate at which dues, initiation fees and/or assessments are to be deducted shall be certified to the Township Clerk by the treasurer of the Union during January of each calendar year. One (1) month advance notice shall be given to the Township Clerk prior to making any changes in an individual's dues deductions.

SECTION 2. UNION INDUCTION. Newly appointed Members of the Department may be invited to join the Union.

SECTION 3. FAIR SHARE DEDUCTION.

As a consequence of the decision in Janus v. AFSCME, Council 31, et al. (decided June 27, 2018) the Township and the Union have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and the Township and Union agree that fair share fees may no longer be deducted from non-members' pay. The Township and Union agree that, in the event there are changes in the law that permit the collection of fees and other financial support from non-members of the Union through payroll deduction, the Township and the Union shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deductions.

SECTION 4. UNION INDEMNIFICATION. The Union hereby agrees that it will indemnify and hold the Township, its officials, officers, agents and employees, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, costs or any other form of liability and/or expense, including the defense thereof, by any person arising from any deduction made by the Township under Sections 1 and/or 3 of 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 5. UNION MEETINGS. Upon prior notification to and with the approval of the Fire Chief, Members may be permitted to hold monthly Union meetings at the Township. Members shall remain in service and available for duty at all times. For purposes of this Section, Union meetings shall not exceed one hundred and twenty (120) minutes per month or fourteen hundred and forty (1440) minutes per year. In no event shall Township and/or Departmental operations be interfered with or disrupted by use of this provision.

SECTION 6. UNION BANK TIME.

A. On January 1 of each calendar year, the Township will credit 120 hours to Union Bank time. The time credited to the Union bank may, upon approval of the Union President or his designee, be used by any Member for Union-related activities, including, but not limited to, contract negotiations, labor relations meetings, grievance processing and hearings, and Union meetings. The use of any Union Bank Time shall be scheduled with and approved by the Fire Chief at least seventy-two (72) hours in advance, which approval by the Fire Chief shall not be unreasonably withheld.

B. Union Bank Time shall be used in one (1) hour increments consisting of a minimum of four (4) hours up to a maximum of 12 hours. Otherwise, Union Bank Time shall not be taken for less than a full work day, unless otherwise approved by the Fire Chief. Union bank time is not cumulative from year to year and shall be used during the calendar year in which it is credited, and Union bank time not so used shall be forfeited without pay or compensation therefor.

deduction is to be made, the deduction will ordinarily be made from the next subsequent pay.

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SECTION 7. UNION ACTIVITIES. Union activities, including, but not limited to, the investigation or processing of grievances, Union meetings, and other Union business may be conducted during a Member's duty hours with the approval of the Fire Chief or his designee, which approval will not be unreasonably withheld. If grievance hearings are scheduled during a Member's regular duty hours, the aggrieved Member shall not suffer any loss of pay while attending the hearing. The term "duty hours" shall mean the time commencing from when the Member is required to report for work at the beginning of the shift until the time the Member is permitted to leave. No official of the Union, its Members, or its representatives shall interfere, interrupt, or disrupt the normal work duties of other employees and such disruptive activities shall cease upon the request of the Fire Chief or his designee.

ARTICLE IV - MANAGEMENT RIGHTS

SECTION 1. RETENTION OF MANAGEMENT RIGHTS. The Township retains the exclusive right to manage the operations, control the premises, direct the

working force and maintain efficiency of operations. The Township specifically retains the rights and responsibilities set forth in Section 4117.08(C) of the Ohio Revised Code to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Township as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and, except where so limited and then only to the extent so limited and further subject to the conditions and qualifications contained in Article V, hereof, actions and/or decisions by the Township relating to the foregoing shall not be grievable. The Township is not required to bargain with the Union during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

SECTION 2. SYSTEMS MANUAL.

- A. The Union recognizes and agrees that the Township has the right and authority to adopt a Systems Manual containing work rules and regulations governing the conduct of Departmental personnel.
- B. The Township agrees that the Union may form a committee whose purpose shall be to discuss the Systems Manual and any proposed major changes with the Fire Chief and to make recommendations directly to the Board of Trustees. It is, however, understood and agreed that the Board of Trustees has the sole and exclusive right and authority to promulgate all portions of the Systems Manual, including the work rules, regulations, policies, procedures and directives contained therein for Departmental personnel and recommendations made by the committee shall be deemed advisory only and not binding upon the Township.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE. A grievance is a proper allegation by a qualified person that there has been a breach of this Agreement.

SECTION 2. QUALIFICATIONS.

A. A grievance may be filed by an aggrieved Member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Member on behalf of such Member and group of Members who are affected by the same act or condition giving rise to the grievance in the same or similar manner.

B. The Union shall not process a grievance on behalf of any Member without the Member's knowledge and consent. A member has the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement. If requested by the Member, a representative of the Union may be present at the time of adjustment.

SECTION 3. JURISDICTION.

A. This procedure shall be the sole and exclusively remedy for grievances.

B. All grievances shall be processed at the proper sequential Step in order to be considered at any subsequent Step. Any grievance which is not processed by the grievant within the time limits or the manner provided shall be considered resolved in favor of management.

C. A grievant may withdraw a grievance at any point by submitting a written statement to that effect, or by failing to pursue the grievance within the time requirements at any Step in the grievance process. It is the intention of the Township and Union that all time limits in the grievance process be met. To the end of encouraging thoughtful responses at each Step, the time limits at any Step may be extended upon mutual written agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limits specified, advance the grievance to the next sequential Step.

D. Except in the case of a proper allegation that there has been a breach of Article X, Section 2, hereof, a grievance may not be filed by or on behalf of a probationary Member.

E. Except in the case of a proper allegation that there has been a breach of Article VI, Section 1, hereof, a grievance may not be filed on any action concerning or relating to the rights retained by the Township which are enumerated in Article IV hereof.

F. All grievances shall contain the following information in order to be considered and must be filed using the grievance form jointly developed between the parties (a copy of which is attached hereto as Attachment B):

1. Aggrieved person's name and signature.
2. Aggrieved person's classification.

3. Date grievance was first discussed and name of supervisor with whom grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement allegedly violated.
(An inadvertent error in citing the specific articles and/or sections of this Agreement allegedly violated will not void the grievance.)
9. Desired remedy to resolve the grievance.

G. Any grievance originating from a level above Step One may be submitted directly to the Step from which it originates.

H. For the purpose of computing time, the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article XVII, Section 1, hereof, and when an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.

I. Once a Member or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, the Member or the Union is thereafter precluded from seeking a remedy under this procedure.

SECTION 4. GRIEVANCE STEPS. The following are the implementation Steps and procedures for the handling of grievances:

A. Step One. A grievant having an individual grievance will first attempt to resolve it informally with his immediate supervising Lieutenant. Such attempt at informal resolution shall be made by the grievant within seven (7) days after the events giving rise to the grievance occurred. If the grievant is not satisfied with the oral response from the Lieutenant at this Step (which informal resolution and response shall occur within the aforementioned seven-day period), the grievant may pursue the grievance through the remaining Steps.

B. Step Two. If the grievance is not satisfactorily settled in Step One, the grievant may then submit the grievance in writing to his immediate supervising Lieutenant on the Grievance Form jointly developed by the parties. This form shall be submitted to the Lieutenant within the earlier of either seven (7) days following the oral response from Step One or within fourteen (14) days after the events giving rise to the grievance occurred. The Lieutenant shall date the Form on the date of his receipt of it. Within five (5) days of his receipt of the Form, the Lieutenant shall affix his written response to the Form, date and sign his response, and return it to the grievant. The Lieutenant may retain a copy for his file.

C. Step Three.

1. Should the grievant not be satisfied with the answer in Step Two, within five (5) days after receipt of the response in Step Two, he may appeal the grievance to this Step Three by delivering a copy of the Grievance Form, containing the written response at the prior Step and any other pertinent documents, to the Fire Chief. The Chief shall date the Form, accurately showing the date his office received the Form.

2. Within ten (10) days of his receipt of the Grievance Form the Chief or his designated representative shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant.

3. In the meeting called for at this Step, the Chief or his designated representative shall hear a full explanation of the grievance and the material facts relating thereto. The Chief may reconvene this meeting if he needs additional information.

4. Within five (5) days after the conclusion of the meeting at this Step, the Chief shall submit to the grievant his written response to the grievance.

D. Step Four. If the grievant is dissatisfied with the response at Step Three, he may process the grievance to the Board of Trustees by delivering a copy of the Grievance Form, the written responses at the prior Steps, and any other pertinent documents, to the Board of Trustees or its designee within ten (10) days after receiving the Step Three reply. The Board may schedule and conduct a meeting with the grievant if it desires. Within fourteen (14) days after receipt of the Form, the Board shall submit its written response on the grievance to the grievant.

E. Step Five. If the grievance is not resolved at Step Four, the grievance may be submitted to binding arbitration. A written request for binding arbitration shall, in all cases, be submitted by the Union President (and, if applicable, with the consent of the grievant) to the Board of Trustees within fourteen (14) days following the receipt of the Board's response at Step Four. Within fourteen (14) days following the Board's receipt of the Union President's request for binding arbitration, the Board, or its designee, and the Union President, or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement.

In the event such an agreement cannot be reached, the parties will, by joint letter, request that the American Arbitration Association or the Federal Mediation and Conciliation Services submit a panel of seven (7) individuals from which the parties shall select one by mutual agreement to act as arbitrator. If a mutually agreed upon, single arbitrator cannot be selected, an arbitrator will then be selected by the representatives of the parties alternatively striking names and the remaining named individual shall act as arbitrator. A coin toss shall determine the order in which the names are to be stricken.

The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall limit the decision strictly to the specific articles and/or sections of this Agreement alleged to be breached. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall expressly confine the decision to the

precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the events giving rise to a properly presented grievance occurred. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction.

Accordingly, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator and, if practicable, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding, subject only to appeal under Ohio Revised Code Chapter 2711.

The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, of the hearing room shall be borne by the losing party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The Township shall not be responsible for or incur any overtime expenses as a result of this Article.

SECTION 5. REPRESENTATIVES IN MEETINGS. In each step of the grievance procedure outlined above, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the grievance procedure, it may be beneficial that other representatives or persons be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties. Specifically, such additional representative or representatives should have input which may be beneficial in attempting to bring resolution to the grievance.

ARTICLE VI - CORRECTIVE ACTION AND RECORDS

SECTION 1. JUST CAUSE FOR DISCIPLINE. A Member who has completed the initial one year probationary period shall be disciplined only for just cause. During the initial one year probationary period, a Member may be removed at will without a showing of just cause.

SECTION 2. PROGRESSIVE CORRECTIVE ACTION. For charges other than insubordination, serious misconduct, or conduct which is a violation of law, the principles of progressive corrective action will ordinarily be followed. Generally, progressive disciplinary action will involve an oral reprimand

before a written reprimand, a written reprimand before a suspension, and a suspension before a removal. The commission of a third non-serious offense, whether similar or dissimilar, shall constitute a serious offense.

If the offense is of a serious nature, constitutes insubordination, or is a violation of law, the Fire Chief and/or the Board of Trustees may determine that a different disciplinary sequence be utilized. When a disciplinary action involving a suspension, demotion in rank or step, or removal is proposed, the Member may, upon request, be granted an opportunity to meet with the Chief to discuss the matter. A Member shall receive no active service credit for time spent while on suspension.

SECTION 3. SUMMARY SUSPENSIONS: Notwithstanding anything to the contrary contained elsewhere in this agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35 et seq., in instances involving insubordination, serious misconduct or a violation of law when the member has been found guilty by a court of law or by his own admission, the Fire Chief may, upon the Fire Chief's own initiative and with the agreement of the member, summarily suspend a member for up to 120 hours without pay for each such offense. Prior to imposing such a suspension, the Fire Chief shall:

A. meet with the member in order to provide the member with an opportunity to explain the conduct in question; and

B. if the member agrees to accept the suspension proposed by the Fire Chief, inform the member in writing of the effective date(s) of such suspension.

SECTION 4. MEMBER'S RIGHT TO A PRE-DISCIPLINARY CONFERENCE: In those cases where the member does not agree to accept a suspension in accordance with the terms of Section 3 of this Article, the member shall have the right to conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the conference. The person conducting the conference (whether the Fire Chief, the Board of Trustees or any of its members, or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this section. If a member desires a conference, the procedure for this conference shall be as follows:

A. Prior to the conference before the Fire Chief or designee, the member shall be provided a statement of the charges. The member shall also be given at least (3) calendar days notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual written agreement.

B. At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The member shall have the right to be represented at the conference by a union representative. The Fire Chief or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter.

C. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.38 and 733.35, et seq., the decision of the Fire Chief or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a non-probationary member may, with the approval of the Union President as provided in Article V, step five, of this agreement, elect to appeal the decision (and any resulting suspension) directly to arbitration.

D. If a non-probationary member properly perfects an appeal of a decision to arbitration as provided in Article V, step five of this agreement, then suspensions of forty-eight (48) hours or more shall be stayed, pending the decision of the arbitrator. However, suspensions of less than forty-eight (48) hours may be summarily imposed by the Fire Chief or designee, regardless of an arbitration request.

E. A record of suspensions imposed under Sections 3 and/or 4 of this Article may be placed directly into the member's personnel file by the Fire Chief or designee without the need for action on the part of the Board of Trustees.

F. The parties intend that the provisions contained in Sections 3 and/or 4 of Article VI confer upon the Fire Chief and/or designee the right, power and authority to summarily suspend a member without pay in accordance with the procedure set forth therein; subject, however, to the non-probationary member's ability to appeal such decision directly to arbitration as provided in Article V, step five of this agreement. Accordingly, in the event the suspension procedures set forth in Sections 3 and/or 4 of this Article VI are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this agreement and the Ohio Revised Code. Once a summary suspension proceeding is commenced under Sections 3 and/or 4 of this Article, the Township is thereafter precluded from initiating a different and more severe disciplinary proceeding concerning the incident which is the subject of the summary suspension proceeding.

SECTION 5. RECORDS. Records of formal disciplinary actions shall be maintained in the Member's personnel file in accordance with Chapter 1347 of the Ohio Revised Code. Any Member or his duly authorized representative shall have the right to inspect his personnel file in accordance with the Ohio Revised Code Section 1347.08. A member may obtain copies of materials in his file and the Township may establish a reasonable copying charge for such material.

Should any Member have reason to believe that there are inaccuracies in documents contained in his file, the Member may notify the Chief in writing of the alleged inaccuracy. Material will be removed from the file and stored in a Township file until these materials can be legally destroyed if a Member's claim that it is inaccurate, irrelevant, untimely, or incomplete is verified and sustained by the Chief. In the event such claim is not verified and sustained by the Chief, the Member shall have the right to submit a written statement detailing his objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the Member. A Member shall be provided a copy of any document or material placed in his personnel file at the time of placement, unless the document or material originates from the Member.

ARTICLE VII - LABOR RELATIONS MEETINGS

SECTION 1. LABOR RELATIONS MEETINGS. The Township and the Union recognize the benefit of exploration and the study of current and potential problems and differences via meetings of representatives to exchange views and information without the stress and time limitations which may exist at the bargaining table. The parties also recognize that such meetings should serve to strengthen their collective bargaining relationship during the term of this Agreement. Accordingly, the Township and the Union agree to establish a Labor Relations Committee to develop approaches and possible solutions to matters of mutual concern to both.

Included among the matters which can be the subject of these discussions are such things as major changes in operations contemplated by the Township which will affect members of the bargaining unit, contemplated changes in the General Orders, contemplated changes in fire mission, and concerns of the bargaining unit relative to equipment, uniforms, etc. By mutual agreement, any topic of discussion may be considered at these discussions.

SECTION 2. COMMITTEE. The Committee shall consist of not more than four (4) representatives from each party. The Union's representatives shall be named by the Union President and the Township's representatives shall be named by the Board of Trustees. The Committee shall meet at least quarterly upon the call of either party.

Persons representing either party who are specialists in a subject matter under discussion may be brought into Committee meetings upon reasonable notice to the other party.

SECTION 3. AUTHORITY. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Union and the Township. Committee recommendations to the Union and the Township are on a confidential basis; likewise, there shall be no publication of the Committee's meeting on any specific subject without advance joint approval of the Union President and the Board of Township Trustees.

The Committee shall have no authority to bargain for the Union and the Township or to modify, add to, or delete the provisions of this Agreement. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways to accomplish joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

SECTION 4. JOINT SAFETY AND HEALTH MEETINGS: There shall be a Joint Safety and Health Committee composed of not more than three (3) representatives from each party. Each party shall name its own representatives. The Joint Committee shall meet quarterly upon the call of either party, and at such other times as the Joint Committee may determine.

The Township and the Union mutually recognize their obligation to maintain a safe working environment. To this end, they agree to identify unsafe working practices, equipment or work areas using the Joint Safety and Health Committee and to forward identified problems with a plan for corrective action to the Board of Trustees for review.

SECTION 5. DRUG-FREE POLICY STATEMENT. The Township and the Union agree about the importance of a drug-free workplace. Both parties agree to meet and discuss the requirements to implement and maintain a drug-free workplace policy.

ARTICLE VIII - NO STRIKE/NO LOCKOUT

SECTION 1. NO STRIKE. The Union recognizes that bargaining unit Members are prohibited by state law from engaging in a strike. In recognition of this prohibition, neither the Union nor any Member shall at any time engage in, call, authorize or ratify any strike. No Member shall refuse to cross any picket line when such action would prevent or impede the performance of the Member's employment duties. The Township shall not at any time engage in a lockout.

ARTICLE IX - LAYOFF AND RECALL

SECTION 1. LAYOFF AND JOB ABOLISHMENT. When the Township determines that a layoff or job abolishment is necessary, it shall notify the affected Member(s) at least fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Township, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff and/or job abolishment on the Members.

In the event of an actual layoff and/or job abolishment which occurs as a result of an annexation, the Township will attempt, within reason and taking into consideration the interests of the residents and other Township employees, to secure the Member(s) employment with the successor governmental entity, preferably as firefighters with comparable wages, hours and terms and conditions of employment. This provision is not intended to restrict, modify, delete or otherwise change any rights a Member may have under the Ohio Revised Code Section 709.012, or any other applicable law of similar force and effect, nor is this provision intended to guarantee or otherwise promise a Member employment with a successor governmental entity.

SECTION 2. DETERMINATIONS. The Township shall determine in which classification(s) layoffs and/or job abolishments will occur. Within each classification affected, Members will be laid off in accordance with their seniority.

SECTION 3. ORDER OF DISPLACEMENT. In the event of a layoff, the youngest member in point of continuous active service shall be the first laid off and any layoff thereafter shall be by reverse seniority. In the event of a job abolishment, the incumbent shall displace the next less senior Member in his or her rank, the person thereupon displaced shall displace the next youngest Member in the next lower rank, and the youngest Member in the next lowest rank shall be allowed to displace, and so on until the youngest Member in point of continuous active service has been reached, who shall be then laid off. In all cases of displacement, whether by layoff or job abolishment, the displacing Member shall receive the pay of the position he or she is taking.

SECTION 4. RECALL. Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or

certification. Members who are demoted as a result of job abolishment shall be placed on a recall list for a period of two (2) years.

SECTION 5. NOTICE OF RECALL. Notice of recall shall be sent to the Member by certified mail with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided to the Township by the Member and/or the Union.

SECTION 6. TIME LIMITATION. The recalled Member shall have fourteen (14) days following the date of mailing of the recall notice to notify the Township of the Member's intention to return to work and shall have fourteen (14) days following acknowledgment of intent to report for duty, unless a different date for returning to work is otherwise specified in the notice.

SECTION 7. RECALL FROM LAYOFF. During the three (3) year duration of the recall list, a Member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the Member was laid off, provided that the Member is recalled and timely returns to work during the duration of the recall list. However, a Member shall receive no active service credit for the time spent in layoff. A Member who is recalled from layoff during the duration of the recall list shall return to the Step commensurate with the Member's years of continuous active service immediately prior to the layoff, provided that no Member shall be entitled to return to such Member's former rank, classification, shift and/or unit.

Furthermore, a Member who is demoted as a result of a job abolishment and regardless of whether a displacement of personnel actually occurs, will be entitled to appointment to that Member's former rank if that rank is reestablished and becomes available during the two (2) years following the job abolishment.

If a rank is reestablished, becomes available and there is more than one Member who previously held such rank, then the appointment shall be based on seniority with the previous rank held. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the applicable recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Department.

SECTION 8. MERGER/TOTAL ANNEXATION. To the extent practicable, the Township shall keep the Union apprised of all merger/total annexation meetings called for this purpose by the Board of Trustees. The Board of Trustees shall also afford the Union an opportunity to discuss the effect of the merger/total annexation upon the Members. If a merger/total annexation occurs, the Township will use its best efforts, within reason and taking into consideration the interests of the residents and other Township employees, in attempting to secure members employment with the successor governmental entity, preferably as firefighters with comparable wages, hours and terms and conditions of employment as those provided in this Agreement. The term "merger/total annexation" shall be as the term "merger" is defined in Ohio Revised Code Section 709.43 and shall also include an annexation of the entire unincorporated territory of Clinton Township which occurs as the result of the filing (and subsequent approval) of one (1) petition for annexation in one (1) proceeding. The provisions of this Section are not intended to restrict, modify, delete or otherwise change any rights Members

may have under the Ohio Revised Code Section 709.012, or any other applicable law of similar force and effect, nor are these provisions intended to guarantee or otherwise promise Members employment with a successor governmental entity.

ARTICLE X - PROBATIONARY PERIODS

SECTION 1. PROBATION PERIOD. Upon appointment, each Member will be required to successfully complete a one (1) year probationary period. The probationary period will begin on the first day for which a Member receives compensation from the Township. Notwithstanding the Ohio Revised Code Sections 505.38 and 733.35 et seq., a probationary Member may be terminated at any time during this probationary period at will and without just cause and shall have no grievance or appeal rights over such removal.

SECTION 2. BENEFITS. During a Member's probationary period, such Member shall not receive or accrue any benefits or be entitled to any rights under this Agreement except for those benefits specifically afforded to such person, which benefits are as follows:

- A. The applicable portion of the annual salary set forth in Article XIV, hereof, while such person is in active service;
- B. The entitlement to an advance of sick leave credit as set forth in Article XIX, hereof;
- C. The initial issue of required necessary uniforms and protective clothing as set forth in Article XVI, hereof;
- D. Entitlement to injury leave with pay as set forth in Article XX, hereof;
- E. Entitlement to those special leaves (i.e. funeral, jury duty and military) as set forth in Article XXI, hereof;
- F. Entitlement to the various insurance coverages under the terms as set forth in Article XXII, hereof;
- G. Entitlement to overtime pay as set forth in Article XV, and
- H. Entitlement to Holiday Time in accordance with Article XVII, after completion of the first six (6) months of employment.

SECTION 3. PROMOTIONAL PROBATIONARY PERIOD: A newly promoted Member shall be required to successfully complete a six (6) month promotional probationary period in the Member's newly appointed position. The probationary period for a newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member subject to a promotional probationary period may, at the sole and absolute discretion of the Board of Trustees, be returned to the Member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

SECTION 4. OPTIONAL EXTENSION OF PROBATIONARY PERIOD: The Township, through its Board of Trustees, may, from time to time and in its sole and absolute

discretion, extend a Member's probationary period beyond the term set forth in Section 1 or 3 of this Article. All optional extensions shall be done only after a discussion between the Fire Chief, the Union and the affected Member regarding the proposed extension. Final approval of such extension shall be by the Board of Trustees. In the event of such optional extension, the affected Member shall continue as a probationary Member without interruption of step progression, credit and use of vacation leave, or credit of uniform allowance. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause (or, in the case of an extended promotional probationary period, returned to the Member's former rank), and the affected Member shall have no recourse to the grievance procedure concerning probationary termination (or return).

ARTICLE XI - HIRINGS, PROMOTIONS AND ASSIGNMENTS

SECTION 1. INITIAL HIRINGS. Whenever the Township determines to hire, on a permanent basis, a sworn, regular, full-time firefighter pursuant to Ohio Revised Code Section 505.38, such individuals so hired shall meet at least the minimum requirements established by applicable law and such other requirements as may, from time to time, be established by the Board. The Township may establish a list of interested applicants from which to hire such individuals, which list, unless otherwise exhausted, would then expire one (1) year from the date it is established. All timely filed applications will be reviewed by the Township, taking into consideration all relevant factors including, but not limited to, qualifications, educational background, evaluations, and examination scores.

SECTION 2. TRAINING. The Township will endeavor to allot additional fire-related training to Members, subject to budgetary considerations, scheduling, manpower needs, and availability and type of training.

SECTION 3. PROMOTIONS. Whenever the Township determines that a permanent vacancy in the rank of Lieutenant exists, notice of such vacancy shall be posted for a period of no less than fourteen (14) days. During the posting period, any person wishing to apply for the vacant position may do so by submitting a written application to the Fire Chief or his designee. All timely filed applications shall be reviewed by the Board, taking into consideration all relevant factors, including, but not limited to, qualifications, job experience, educational background, training, special skills, work history, seniority, performance evaluations and interviews, disciplinary and attendance records, time in classification, and examination scores. Except as otherwise waived, from time to time, by the Township, promotions to the rank of Lieutenant will require five (5) years continuous active service with the Clinton Township Division of Fire/EMS. The Township will then establish a promotion list of qualified Members for such promotion purposes, which list, unless otherwise exhausted, would then expire two (2) years from the date it is established. If there are no otherwise qualified internal candidates, the Township may accept applications from external candidates regardless of Department affiliation.

SECTION 4. ASSIGNMENTS AND TRANSFERS. Whenever the Township determines that a permanent vacancy in a particular shift exists, notice of such vacancy will be posted for a period established by the Township. During the posting period, any Member wishing to apply for the vacancy may do so by submitting a written request to the Fire Chief or his designee. All timely filed requests

will be reviewed by the Township, taking into consideration all relevant factors, including, but not limited to, qualifications, needs of the Township, educational background, seniority, and performance evaluations and interviews.

In the event that the Township determines that a need exists to temporarily and/or permanently transfer a Member from one shift to another, from one assignment to another, and/or from one station to another, then the Township may transfer such Member to that shift, assignment, and/or station; provided, however, that if the Township later determines that there is no longer any such need, then, if possible, the Member may be given an opportunity to request a retransfer; further provided, however, that no Member shall have the right to a particular shift, job assignment, or station assignment by virtue of seniority or any other qualifications. In the event the Township grants a request for a transfer and/or assignment, the Township shall not incur or be responsible for any overtime costs.

SECTION 5. PART-TIME/VOLUNTEER PERSONNEL. Nothing in this Agreement shall be construed to limit or otherwise prevent the Township from using part-time personnel and/or volunteers in the manning of any fire station, whether on a consistent basis or in overtime situations, and the Township shall have the right to use such personnel at any time and for any reason whatsoever; provided, however, that such personnel possess such minimum qualifications as may, from time to time, be established by applicable law, and that such use of personnel would not violate any other Article or Section in this Agreement.

SECTION 6. OFFICER IN CHARGE (OIC). All shift openings in the position of OIC will be filled with other shift Lieutenants or OIC-rated full-time Firefighters. The minimum requirements for a full-time Firefighter to be OIC-rated include, but are not limited to: meeting the criteria established for the position to be outlined in the OIC Manual, and being approved to function in this capacity by agreement of the full-time Fire Lieutenants and the Fire Chief.

ARTICLE XII - TRADING TIME

SECTION 1. SUBSTITUTIONS. If a Member, upon at least twenty-four (24) hours prior notice to and after the approval of the Member's immediate supervisor and the Fire Chief or his designee, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member in the same capacity and regardless of rank, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work.

In the event of an emergency situation, an "emergency trade" may be granted with less than twenty-four (24) hours notice. Such a trade may only be approved by the Fire Chief, or his designee. The Fire Chief, or his designate, will have complete discretion to determine what constitutes an emergency.

Once a Member agrees to substitute in place of another and after approval of the immediate supervisor and the Fire Chief or his designee, such substituting Member shall be held responsible for the period of time so substituted. In no event shall the Township incur or be responsible for any

overtime costs, out of class pay, or any other cost as a result of the trading of time by a Member.

SECTION 2. SUBSTITUTIONS FOR SPECIAL EDUCATION/TRAINING. If a Member, upon at least seven (7) duty days prior notice to and after the approval of the Member's immediate supervisor and the Fire Chief or his designee, which approval will not be unreasonably withheld, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member in the same capacity and regardless of rank for purposes of allowing such Member to take part in special fire-related education and/or training, then the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime; provided, however, that such substitutions shall be limited to thirty-five (35) duty days in any one (1) year. The Department is permitted, but not required, to keep a record of the hours of the substitute work.

Once a Member agrees to substitute in place of another and after the requisite approvals, such substituting Member shall be held responsible for the period of time so substituted. In no event shall the Township incur or be responsible for any overtime costs, out of class pay or any other cost as a result of the trading of time by a Member.

SECTION 3. NO DISRUPTION. In no event shall any substitution impair, interfere with, disrupt or otherwise affect Township and/or Departmental operations.

ARTICLE XIII - MANDATORY MESS

SECTION 1. PURPOSE. The purpose of this procedure is to assure proper participation in meal funds by those Members working an average 56 hour work week.

SECTION 2. PARTICIPATION. Each such Member shall contribute an equal share of money to a daily meal fund for the purpose of purchasing supplies for that day's meals. Members may be excused from participating in the meal fund for medical reasons which are documented by a certificate issued from a licensed practitioner. In the event such Member is excused from the meal fund, that Member shall be excluded from participation in the meals for the duration of the certificate or until another certificate is issued indicating an end to the dietary restriction. Except as previously provided, each Member shall belong to and contribute an equal share to a meal fund at the facility in which that Member is stationed.

ARTICLE XIV - RATES OF PAY

SECTION 1. WAGES. The following annual pay ranges are hereby established as the entire pay plan for the period January 1, 2020 through December 31, 2022 and are to be applied to the positions and effective on the dates set forth below. It is the intent of this agreement that all changes to the Rate of Pay shall occur annually after January 1 on the first day of a complete 14-day pay period that coincides with the first day of a complete 21-day FLSA work period.

Effective January 1, 2020 at 0900 hours, Members shall receive the following rates of pay:

	<u>FF Step 1</u>	<u>FF Step 2</u>	<u>FF Step 3</u>
Annual Base Wage	52,353.39	59,367.67	66,322.26
Hourly (56)	17.98	20.39	22.78
Hourly (56) OIC	2.36	2.36	2.36
Biweekly	2013.59	2283.37	2550.86

	<u>FF Step 4</u>	<u>Lieutenant</u>
Annual Base Wage	73,217.14	80,082.18
Hourly (56)	25.14	27.50
Hourly (56) OIC	2.36	N/A
Biweekly	2816.04	3080.08

Effective January 1, 2021 at 0900 hours, Members shall receive the following rates of pay:

	<u>FF Step 1</u>	<u>FF Step 2</u>	<u>FF Step 3</u>
Annual Base Wage	53,662.23	60,851.86	67,980.31
Hourly (56)	18.43	20.90	23.34
Hourly (56) OIC	2.42	2.42	2.42
Biweekly	2063.93	2340.46	2614.63

	<u>FF Step 4</u>	<u>Lieutenant</u>
Annual Base Wage	75,047.57	82,082.00
Hourly (56)	25.14	28.19
Hourly (56) OIC	2.42	N/A
Biweekly	2886.45	3157.09

Effective January 1, 2022 at 0900 hours, Members shall receive the following rates of pay:

	<u>FF Step 1</u>	<u>FF Step 2</u>	<u>FF Step 3</u>
Annual Base Wage	55,003.78	62,373.16	69,679.82
Hourly (56)	18.89	21.42	23.93
Hourly (56) OIC	2.48	2.48	2.48
Biweekly	2115.53	2398.97	2679.99

	<u>FF Step 4</u>	<u>Lieutenant</u>
Annual Base Wage	76,923.76	84,136.34
Hourly (56)	26.42	28.89
Hourly (56) OIC	2.48	N/A
Biweekly	2958.61	3236.01

SECTION 2. STEP ADVANCEMENT. Original appointment at the rank of firefighter shall be made at Step 1. Advancement from Step 1 to Step 2 shall be after one (1) year of full-time continuous active service. Advancement to all other succeeding Steps shall be by one (1) year intervals of continuous active service. When a Member is promoted to a higher rank, his pay rate shall be changed to the rate provided for that rank on the effective date of the Member's promotion. Notwithstanding the foregoing, the Board of Trustees may, from time to time and in its sole and absolute discretion, make an original appointment at any Step below Step 3. Prior to making such an advanced, original appointment, the Board shall discuss such appointment with the Union; provided, however, that recommendations made by the Union with respect to such an appointment shall be deemed advisory only and not binding upon the Board.

SECTION 3. APPLICATION OF PAY RATES. The annual rates of pay established in Section 1, above, are based upon a Member's permanent, full time employment of an average of 2,080 hours of work per year (meaning an average of 40 hours of work in a consecutive 168 hour period) or an average of 2,288 hours of work per year (meaning an average of 44 hours of work in a consecutive 168 hour period) or an average of 2,912 hours of work per year (meaning an average of 56 hours of work during a consecutive 168 hour period).

SECTION 4. OUT OF CLASS ASSIGNMENT. Except in cases arising as a result of the use of Article XII, any Member who is specifically assigned and designated by the Fire Chief to perform the duties of a higher rank shall be paid his regular hourly rate plus the difference in the hourly rate between pay Step 4 and the higher rank for all hours actually worked during the time in which the Member performs such duties. In the event of the lack of an appropriate senior officer as a result of a substitution in accordance with Article XII, hereof, a Member may be specifically assigned and designated to perform the duties of a higher rank, and such Member shall not be entitled to receive any out of class pay as a result of such designation.

SECTION 5. RETURN FROM MILITARY SERVICE. A Member who leaves the Township service to perform military duty (as that term is defined in Ohio Revised Code Section 5903.01), and who subsequently is separated or discharged from military duty under honorable conditions, shall, upon application for re-employment made within ninety (90) days after such separation or discharge, be restored to the Member's previous position if it exists and is not held by a person with greater seniority, or to a position of like seniority, status, and pay; provided, however, that such Member is still qualified to perform the duties of such position.

If the Member is not qualified to perform the duties of such position by reason of disability sustained during military duty, the Member shall be placed in such other position, the duties of which the Member is qualified to perform, and will provide the Member like seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of the Member's case.

If the Member is entitled to be restored to a position in accordance with the foregoing and the Township finds that the department with which the Member was employed is no longer in existence or for any reason it is not feasible for the Member to be restored to such department, the Township shall determine whether or not, in any other department of the Township, there is a position for which the Member is qualified and which is either vacant or held by a Member having a temporary appointment. In any case where the Township determines that there is such a position, the Member will be restored to that position.

SECTION 6. DEMOTION. Whenever a Member is demoted and/or reassigned from one rank to another for disciplinary or non-disciplinary reasons, his rate of pay shall be the rate for the lower rank or, if applicable, at the top Step in the lower pay grade; or if demoted and/or reassigned within a rank, at the Step which the Member previously achieved prior to the demotion unless otherwise specified by the Board.

ARTICLE XV - HOURS OF WORK AND OVERTIME

SECTION 1. DEFINITIONS. Except for those Members assigned to a forty (40) hour work week, or unless otherwise agreed in writing between the parties, the regular work day for Members shall be twenty-four (24) hours beginning at 9:00 a.m., of one day and ending at 9:00 a.m., on the following calendar day, and each day so worked shall be followed by at least forty-eight (48) consecutive hours off duty.

For Members not assigned to the average fifty-six (56) hour work week under the three platoon system, the regular work day shall consist of any such hours of any given day as may, from time to time, be prescribed by the Board or the Fire Chief, not to exceed forty (40) regularly scheduled hours in any one week. It is anticipated that such Members would ordinarily work five (5) eight (8) hour days per week, beginning at 0800 hours to 1600 hours, Monday through Friday.

SECTION 2. WORK PERIOD AND REGULAR HOURS OF WORK. The work periods required by the Fair Labor Standards Act and the Regulations promulgated thereunder shall be calculated as may, from time to time, be established by the Township for Members covered by this Agreement. The Township shall calculate all work periods in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder. It is anticipated that overtime for Members permanently assigned to the average fifty-six (56) hour work week under the three platoon system will be calculated on a twenty-one (21) day work period, with the regular work hours of such Members assigned to that work period being 168 hours.

SECTION 3. OVERTIME.

A. Except as otherwise provided, the amount and rate of overtime for Members working beyond their regularly scheduled work hours shall be calculated in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder. By way of illustration, Members working an average 56 hour work week will ordinarily be scheduled on a twenty-one (21) consecutive day work period and will be compensated at the rate of one-half (1/2) time (in addition to the straight time rate already paid) for hours actually worked in excess of 159 hours through 168 hours in a work period, and at the rate of one and one-half (1 1/2) times the Member's regular hourly rate for hours actually worked in excess of 168 hours in a work period.

B. For the purpose of calculating overtime compensation, such compensation shall be based upon hours worked while in paid status. Except as hereinafter modified, the term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Secretary of Labor. The term "paid status" shall include work hours as well as all hours in paid status while on the following leaves, if paid and approved: military leave, funeral leave, jury duty leave, holiday leave, vacation leave, training leave, union leave, and injury leave during the 21-day work period that the injury actually occurs in, but specifically excluding sick leave and injury leave other than that within the 21-day work period that the injury actually occurs in. In other words, these approved, paid, leaves of absence shall be considered as hours worked when computing a Member's entitlement to overtime compensation.

C. No Member shall be paid for overtime work which has not been authorized by the Fire Chief or his designee. In addition, any hours actually worked because of schedules or assignments being changed at the request of a Member,

trading days at the sole option and by mutual consent of Members and with the prior approval of the Township, special duty, or time spent for personal business, Union activities and/or grievance processing, shall be excluded from the hours for which the Member is entitled to overtime compensation, and the Township shall not incur or be responsible for any overtime costs as a result of such activities.

D. In the instance of Members working less than 2 hours of OT for shift work (for instance in hold-over situations abutting their shift), the overtime will be rounded to the next half hour.

SECTION 4. NO PYRAMIDING. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium pay more than once for the same hours worked.

SECTION 5. SHIFT CALL BACK PAY AND EMERGENCY WORK. When a Member is called back for shift work by the Fire Chief, or his designee, on hours not abutting the Member's regular shift hours, the Member shall be guaranteed to work and be paid for a minimum of eight (8) hours at the appropriate rate of pay. In emergency situations, Members shall work at such times as may, from time to time, be requested by the Township.

SECTION 6. SPECIAL DUTIES. Special duty is defined as employment by a separate and independent employer of a Member performing fire protection or other related activities under provisions whereby the Township: (a) requires the Members be hired by a separate and independent employer to perform such duties; (b) facilitates the employment of such Members by a separate and independent employer; or (c) otherwise affects the conditions of employment of such Members by a separate and independent employer. The Department will distribute special duty time to Members requesting the time as may, from time to time, be provided in the rules and regulations of the Department. If a Member, solely at the Member's option, agrees to be employed on special duty, the hours the Member is employed by the separate and independent employer in fire protection or related activity shall be excluded by the Township in the calculation of the hours for which the Member is entitled to overtime compensation.

SECTION 7. RECERTIFICATION HOURS. Any hours spent attending training sessions to maintain required EMS certifications shall not be eligible for overtime unless such sessions are mandated by the Fire Chief or his designee. The Fire Chief shall consult with the EMS Coordinator to determine which EMS sessions should be mandatory, but will not be bound by such consultation. Required EMS certifications include, but are not limited to: EMT-Paramedic, ACLS, and CPR or as otherwise determined by the State.

SECTION 8. LEAP DAY. On February 29th, occurring every four years, the shift rotation shall alter in the following manner: a) the shift scheduled to work on February 28th shall work the first eight hours of the new shift commencing on February 29th; b) the shift that was scheduled to work on February 27th shall work the second eight hour portion of February 29th; c) the shift that was scheduled to work on February 26th shall work the last eight hour portion of the February 29th shift, and shall continue afterward to work the 24 hour shift of March 1. Following the end of the March 1 shift, the regular 24-hour rotation will resume.

Members shall be paid their regular bi-weekly salary for the 14-day pay period in which leap day falls. Hours actually worked during the 21-day work period in which leap day falls will be used to calculate overtime as provided for in Article XV, Section 3 of this agreement.

ARTICLE XVI - UNIFORM ALLOWANCE

SECTION 1. INITIAL ISSUE. Upon appointment to the Fire Department, the Township will initially provide the required necessary protective clothing and three (3) shirts, three (3) pants, one (1) 5.11 coat, one (1) pair of shoes or boots (up to \$150.00), and one (1) belt at no cost to newly appointed Members. Substitutions in the initial issue uniforms will be allowed for comparable cost items upon approval of the Fire Chief. Upon completion of a Member's probationary period, the Member will also be provided one (1) dress belt, one (1) black clip-on tie, one (1) dress cap and one (1) dress uniform including one (1) winter and one (1) summer white shirt, one (1) dress blouse, one (1) pair of dress slacks, and one (1) pair of dress shoes (up to \$100.00). All underwear, winter thermal underclothes, fatigue uniforms and protective bunker clothes shall conform to such safety requirements as set forth by the Fire Department, as well as applicable law. Except as otherwise specifically provided herein, each Member shall thereafter, using the Member's annual allowance credit or, if insufficient, at the Member's own cost and expense, obtain, maintain, and wear, at such times as the Fire Chief may direct, all such uniforms and dress as may, from time to time, be designated by the Fire Chief.

SECTION 2. PROMOTIONAL ISSUE. Upon promotion to the rank of Lieutenant, the Township will provide three (3) shirts, and one (1) belt. Upon the completion of a Member's promotional probationary period, the Township will also update the Member's dress uniform to the current specifications for the dress uniform for the rank of Lieutenant. The updates provided at the expense of the Township will include but may not be limited to: Lieutenant's rank on dress blouse sleeves, Lieutenant's breast badge, Lieutenant's hat badge, Lieutenant's collar insignia, one (1) belt, and a name tag.

SECTION 3. CREDIT OF UNIFORM ALLOWANCE. The Township shall utilize an annual credit system in lieu of payment of the Uniform Allowance directly to the Members. On January 1 of each year, Members will be credited with \$550.00 to be used at specific vendors, as approved by the Township. The Department will provide and, except to the extent caused by the negligence of the Member, maintain required protective bunker clothing in accordance with applicable law. The purpose of this allowance shall be to purchase and maintain fatigue and dress uniforms (except protective bunker clothing). A Member may also use this allowance for specialty gear, small hand tools, or accessories which are reasonably related to a Member's duties. Examples would include spanner wrenches, flashlights and similar items. The uniforms, dress and other items for which this allowance may be expended is further outlined in the Systems Manual.

SECTION 4. TIME AND MANNER OF CREDIT FOR NEW MEMBERS. For the first twelve (12) months, a newly hired Member shall receive no annual uniform allowance; provided, however, that after this period such Member shall, on the first pay period following completion of the Member's first twelve (12) months of employment, be entitled to an amount totaling \$45.83 for each full calendar month remaining until the next regularly scheduled uniform allowance credit.

SECTION 5. INSPECTIONS. All Members shall maintain uniforms and dress in good and acceptable condition. For this purpose, all Members shall be required to produce uniforms and dress, as these items are to be outlined in the Systems Manual, in good and acceptable condition during quarterly inspections, and/or at such other time or times as may, from time to time, be required by the Fire Chief. If, at any time, the Fire Chief deems any piece of uniform or dress in need of replacement, then the Member shall replace such item in a timely manner as set forth in Section 6, below.

SECTION 6. PRODUCTION OF ITEMS. Any Member who has been ordered by the Fire Chief to produce and/or replace an item of uniform or dress shall present such item (or acceptable proof of purchase for the same) to the Fire Chief within seven (7) calendar days following such order. Should the Member fail to timely provide such item (or proof of purchase of the same) at that time, the Member shall, for a first offense, receive at least a written reprimand which shall then be placed in the member's personnel file. The member shall then provide such item (or acceptable proof of purchase for the same) at such time as the Fire Chief may direct. If the member again fails to present such item (or proof of purchase of the same) to the Fire Chief within such time as the Fire Chief may direct, then such Member shall be presumed guilty of insubordination, and subject to disciplinary action as provided for in Article VI. In all cases in which a Member presents proof of purchase of an item which is required to be replaced, such replacement shall be made within a reasonable period of time, which time shall not exceed thirty (30) days absent legitimate and extraordinary circumstances.

SECTION 7. DAMAGED UNIFORM PARTS. Except to the extent caused by the negligence of the Member and subject to the Member obtaining the prior approval of the Fire Chief, Members shall be allowed to turn in authorized uniform clothing (regardless of initial issue status) which are damaged in the line of duty and these items will be repaired or replaced by the Township at no cost to the Member. The Fire Chief may require that a report accompany all requests for repairs or replacements under this section.

SECTION 8. DAMAGED PERSONAL PROPERTY. Except to the extent caused by the Member's negligence and except to the extent covered by insurance, a Member, after obtaining the prior approval of the Fire Chief, shall be allowed to turn in glasses, contact lenses, watches, and wedding bands which are damaged in the line of duty and these items will be repaired or replaced by the Township: glasses or contact lenses (up to \$250 per occurrence), watches (up to \$100 per occurrence), and wedding bands (up to \$200 per occurrence). The Fire Chief may require that a report accompany all requests for repairs or replacements under this section.

SECTION 9. TERMINATION: All uniform credits shall be for the succeeding twelve (12) month period of service. Upon termination, Members shall, unless otherwise approved by the Board, return to the Department a pro-rated amount of any spent uniform allowance for each full month after the date of termination, if the full credit amount has already been used. The prorated amount shall, when possible, be deducted from the Member's final pay check.

SECTION 10. COORDINATION WITH EXTENDED INJURY/SICK LEAVE: Members who are on extended injury or sick leave of thirty (30) consecutive calendar days or more, when the credit is issued (as outlined in Section 2 above), shall not receive a uniform allowance until the Member returns to duty. At that point a monthly pro-rated allowance shall be issued within thirty (30) days of returning to duty.

ARTICLE XVII - HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED. A Member having six (6) months full time continuous active service prior to the month in which a holiday occurs shall be entitled to 10.91 hours of holiday credit for each of the following legal holidays which shall occur at the following times:

- A. the first day of January, known as New Years Day;
- B. the third Monday in January, known as Martin Luther King Day;
- C. the third Monday in February, known as Washington-Lincoln Day;
- D. the day designated in the "Act of September 18, 1975", 89 Stat. 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;
- E. the fourth day of July, known as Independence Day;
- F. the first Monday in September, known as Labor Day;
- G. the second Monday in October, known as Columbus Day;
- H. the eleventh day of November, known as Veterans Day;
- I. the fourth Thursday in November, known as Thanksgiving day;
- J. the twenty-fifth day of December, known as Christmas Day; and
- K. the thirty-first day of December, known as New Years Eve; or

If any of the holiday dates are changed or additional holidays added under Ohio Revised Code Section 511.10, or any future statute of like tenor and effect, then the dates shall be so changed or added.

SECTION 2. ACCRUAL OF HOLIDAY TIME. A Member qualifying for holiday time on January 1st shall be credited with 120 hours of holiday time for the holidays listed in Section 1, which time shall accrue on a calendar year basis and be credited on each January 1st. Notwithstanding the foregoing, a Member who first qualifies for holiday time other than on a January 1st shall only be credited for those holidays remaining in that calendar year during which such Member first qualifies for holiday time, with this time to be credited on the first day following the day on which the Member qualifies for holiday time.

SECTION 3. USE OF HOLIDAY TIME. When holiday time is used, it shall be deducted from the Member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The use and scheduling of holiday time shall be conducted in the same manner as provided in Article XVIII for the scheduling of vacation time

SECTION 4. PAYMENT FOR UNUSED HOLIDAY TIME. Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited. By November 15 of each calendar year, each Member shall submit to the Chief, in writing, a request for any holiday time desired to be used through the end of the year. Any unused and/or unscheduled holiday time shall then be paid in a separate check to the Member in conjunction with the second regular pay issued in November, with payment for the unused and unscheduled time being based upon the Member's regular hourly rate as of that pay period.

SECTION 5. REPAYMENT OF HOLIDAY TIME. If a Member is credited with holiday time and subsequently leaves the employ of the Township, then all holiday time representing those hours for holidays occurring after such break in service shall be forfeited without compensation or payment therefor. In the event the Member has used all or any portion of such time prior to his or her

break in service, then the Member shall immediately repay the amount so used to the Township. Furthermore, the time so used may be deducted from the member's wages and/or any other monies owed to the member, and the Township is hereby authorized to automatically make such deduction. If the Township requests, a Member shall sign an authorization in favor of the Township reflecting this deduction.

Section 6. HOLIDAY PAY. When a Member works on New Years Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, or New Years Eve, a Member shall be compensated at the rate of one and one-half (1.5) times his or her hourly rate for the entire twenty-four (24) hour shift. This amount is in addition to any holiday time received under Section 2. This rate does not apply to any Member that is regularly scheduled to work the holiday, but is on approved leave.

ARTICLE XVIII - VACATION TIME

SECTION 1. VACATION YEAR. The vacation year for Members shall be January 1 through December 31 of each calendar year.

SECTION 2. ACCRUAL OF VACATION TIME. Except as otherwise hereinafter provided, vacation time shall accrue and be credited as follows:

A. MEMBERS ON FIFTY-SIX (56) HOUR WORK WEEK. Vacation time for Members permanently assigned and working an average fifty-six (56) hour work week:

Years of Continuous Active Service	Vacation Time
After 1 year	180 hours
After 4 years	228 hours
After 9 years	252 hours
After 14 years	300 hours
After 19 years	324 hours
After 24 years	348 hours

B. MEMBERS ON FORTY-FOUR (44) HOUR WORK WEEK. Vacation time for Members permanently assigned and working an average forty-four (44) hour work week:

Years of Continuous Active Service	Vacation Time
After 1 year	124 hours
After 4 years	168 hours
After 9 years	190 hours
After 14 years	212 hours
After 19 years	234 hours
After 24 years	256 hours

C. CREDITING OF VACATION. Members hired on a date other than January 1st shall, on their first anniversary date, be credited with 180 hours of vacation. From that anniversary date until January 1st of the following year, vacation shall accumulate and be credited vacation time during each biweekly pay period at the following rates: 56 = 6.923 hours per period, 44 hour = 4.769 hours per period. In the year of the Member's first anniversary, the Member will be permitted to carry-over an amount of vacation, such that the amount carried-over added to the pro-rated amount credited on January 1 of the following year will not exceed 180 hours. This effectively make the anniversary date (for vacation purposes only) January

1st and the Member shall then be credited the appropriate amount of hours on each succeeding January 1st.

EXAMPLE: FF SMITH HIRED JULY 1, 2020.

7/1/20	Date of Hire
7/1/21	Credit with 180 hours of vacation
1/1/22	July 1 to December 31 = 13 pay periods X 6.923 = Credit of 90 hours on January 1, 2022. The Member may carry-over 90 hours for this year only.
1/1/23	Credit 180 hours.
1/1/24	Credit 180 hours.
7/1/24	Credit 48 hours.
1/1/25	Credit 228 hours, etc.

D. PROMOTIONAL VACATION ADVANCE. Upon promotion to the rank of Lieutenant, the Member will advance to the hours of vacation earned by Members with more than 4 years experience if not already at that level or higher.

SECTION 3. USE AND ADJUSTMENT OF VACATION TIME. Upon approval of the Fire Chief or his designee, Members working an average 56 hour work week may take vacation time in either six (6), twelve (12) hour or twenty-four (24) increments, unless otherwise approved by the Fire Chief. Twelve (12) hour requests shall be for either the first half of a standard twenty-four (24) hour shift, or for the second half of a standard twenty-four (24) hour shift.

Any Member may take vacation time in hourly increments from one (1) to five (5) hours if, at the time the request is approved, it would not result in another Member working overtime to cover the requested time.

A Member may not use any vacation time until completion of one (1) year of continuous active service. When vacation time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work.

In the event a Member working a forty-four (44) hour work week is permanently reassigned and is working an average fifty-six (56) hour work week, then the remaining unused vacation time credited to a Member in the calendar year in which such reassignment occurs shall be recalculated and re-credited in the following manner: a qualifying Member having less than four (4) years continuous active service shall be credited with 1.636 vacation hours for each remaining and unused vacation hour credited to such Member during that calendar year, a qualifying Member having more than four (4) of continuous active service would be credited with 1.455 of such vacation hours, and so forth, with all adjustments becoming effective on the date designated by the Board. For example 88 hours of unused vacation time would become 144 hours of unused vacation time and 132 hours of unused vacation time would become 192 hours of unused vacation time, and so forth.

SECTION 4. SCHEDULING OF VACATION TIME. A Member may take vacation time subject to the following rules:

A. Vacation preferences shall be scheduled in advance with and subject to the approval of the Fire Chief not later than March 1 of each vacation year;

B. Scheduling preference for only the first day of vacation (and additional days taken consecutively with that first day) shall be given to those Members having the greater number of years of continuous active service;

C. Scheduled vacation preference may be changed, provided that the change does not result in changing, altering, or otherwise affecting the previously scheduled vacation preference of any other Member;

D. A Member who fails to schedule his vacation preference on or before March 1 of each calendar year may schedule his vacation preference after such time, provided that such scheduling does not result in any change, alteration, or otherwise affect the previously scheduled vacation preference of any other Member; and

E. All vacation time shall be scheduled for use no later than November 15 of each calendar year.

F. The Township reserves the right to limit the number of Members off work at any time.

SECTION 5. CARRYOVER OF VACATION TIME. Except as otherwise specifically provided herein, vacation time is not cumulative from year to year and shall be used during the calendar year in which it is credited, and vacation time not so used shall be forfeited without compensation or payment therefor. All vacation time shall be scheduled for use no later than November 15 of each calendar year. Notwithstanding the foregoing, upon written request made prior to October 1 of any calendar year to the Fire Chief and subject to approval by the Board, 48 hours of vacation time credited during a calendar year may be carried over to the next following calendar year. Members earning pro-rated vacation hours (just after their one (1) year anniversary) may also carry over up to 48 hours of vacation time, even if their anniversary date is after October 1st. If a carryover is not requested or requested and not approved, accrued vacation time shall be forfeited at the close of each calendar year.

SECTION 6. CONVERSION OF SICK LEAVE TO VACATION TIME. Members with at least 120 hours of available sick leave may annually convert 24 hours of sick leave to 24 hours of vacation time. Such request shall be submitted to the Fire Chief in writing no later than November 15th of each calendar year. Such hours converted must be used within the calendar year converted and such converted hours are not eligible for carry-over or payment. Converted but unused hours shall be forfeited at the close of the calendar year.

SECTION 7. PAYMENT FOR UNUSED VACATION TIME. Resignation with fourteen (14) days prior notice by a member in good standing will permit that Member to be paid in a lump sum for any unused vacation time to his credit. A Member discharged for cause shall not be paid nor entitled to payment for any unused vacation time to his credit. In the event a Member dies while in active service, any unused vacation time to his credit shall be paid in a lump sum to that Member's surviving spouse; provided, however, that in the event the Member dies and leaves no surviving spouse, then to the Member's estate.

SECTION 8. ADDITIONAL CONSIDERATIONS. Except as otherwise provided in Article XIX, hereof, in the event a member becomes ill or injured prior to the start of a Member's scheduled vacation, then that Member's scheduled vacation may be cancelled and rescheduled, provided that all other provisions of this Agreement are adhered to, such as the sick leave provisions and

further provided that the Member provides the Fire Chief with a written verification of illness or injury from the member's attending physician. In addition, a holiday falling upon a Member's vacation will not entitle a Member to any further time off.

ARTICLE XIX - SICK LEAVE

SECTION 1. SICK LEAVE ACCRUAL. A Member permanently assigned and working an average fifty-six (56) hour work week shall accrue sick leave with pay at the rate of 7.385 hours for each completed biweekly pay period in which a Member is in active service with the Township. A Member permanently assigned and working an average forty (40) hour work week shall accrue sick leave with pay at the rate of 4.6 hours for each completed biweekly pay period in which a Member is in active service with the Township. Upon appointment, a Member permanently assigned to and working an average fifty-six (56) hour work week shall be granted an advance of 96.005 hours of sick leave credit; provided, however, that 7.385 hours shall be deducted from this sick leave credit for any biweekly pay period during the first thirteen (13) pay periods in which the Member is off duty and not in paid status for more than twenty-four (24) hours of regularly scheduled work.

If an appointed Member is permanently assigned to and working an average forty (40) hour work week, such Member shall be granted an advance of 46 hours of sick leave credit; provided, however, that 4.6 hours shall be deducted from this sick leave credit for any biweekly pay period during the first ten (10) pay periods in which the Member is off duty and not in paid status more than eight (8) hours of regularly scheduled work. In addition, if a Member terminates employment and owes the Township sick leave, such Member will be required to pay back to the Township any advance sick leave taken and the Township is hereby authorized to automatically deduct such amount from the Member's wages and/or any other monies owed the member. If the Township requests, the Member shall sign an authorization in favor of the Township reflecting such deduction. Furthermore, Members who are advanced sick leave shall not accrue any further sick leave until the advanced sick leave is repaid to the Township in the form of an hour for hour deduction from sick leave credit that would otherwise accrue to such Member.

SECTION 2. ACCUMULATION OF SICK LEAVE. Sick leave will accrue and may be accumulated and carried over from year to year, provided, however, that sick leave may only be accumulated up to a maximum amount of 2,800 work hours. No Member shall receive or be credited with any accrued but unused sick leave which was earned while working for any other employer or political subdivision.

SECTION 3. USE OF SICK LEAVE.

A. Sick leave with pay may NOT be granted for being under the influence of Drugs or Alcohol that have not been prescribed by a physician.

B. Sick leave with pay may be granted only upon the approval of the Fire Chief and only for the following reasons:

1. Sickness of the Member where such sickness renders the Member incapable of performing his regular duties or restricted duties during the period of convalescence.

2. Injury to the Member himself where such injury is incurred in the performance of employment other than his employment with the Township and where such injury renders the Member incapable of performing his regular duties or restricted duties during the period of convalescence. If the Member is capable of performing restricted duties, and if a restricted duty position is available, such member shall not be granted sick leave and the member may be ordered to return to work.

3. Medical, dental, or optical consultation or treatment of the Member when the same cannot be obtained during off duty time, provided that the Member schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Furthermore, appointments during duty hours shall require, upon the Member's return to duty, a certificate from the doctor confirming the Member's attendance at the consultation or treatment.

4. Sickness of a Member's immediate family residing in the Member's household which requires the presence of the Member at home. Once the initial emergency is over, sick leave will not be granted merely because continuing care is desired. A Member who uses more than twenty-four (24) consecutive hours of sick leave for this purpose shall submit a medical certificate from a licensed practitioner to verify this use of sick time prior to being paid for such time. Unless otherwise approved by the Fire Chief, the use of sick leave for this purpose shall not exceed one hundred twenty (120) hours in any one calendar year.

5. Paternity Leave for the birth or adoption of a child. The use of sick leave for this purpose shall not exceed seventy-two (72) hours per occurrence, and shall be used in the period immediately after the birth or adoption of the child.

6. Quarantine of a Member because of exposure to serious contagious disease or chemical spills, provided that medical certificate is obtained prior to payment for this sick leave.

7. No continuous sick leave in excess of one (1) duty day shall be allowed except upon submission of a medical certificate from a licensed practitioner to the Fire Chief no later than the first day of the Member's return to work. Additional certificates may be required by the Fire Chief in cases of prolonged illnesses.

8. In all cases in which sick leave is used, the Member shall notify the on-duty Officer-in-charge (or such other person as may, from time to time, be designated by the Fire Chief) of the Member's use of sick leave as soon as reasonably possible or of the taking of sick leave and the circumstances under which it is being used, which notification shall occur no later than one (1) hour prior to the start of the Member's regularly assigned shift, or at such other times as may, from time to time, be prescribed by the Fire Chief.

B. More than two (2) incidents of use within any 3 month period may constitute grounds for suspicion of sick leave abuse. An incident is defined as the use of sick leave of greater than eight (8) hours.

C. Except in cases of suspected abuse and unless otherwise provided above, a Member will not be routinely required to furnish upon returning to duty a physician's certificate evidencing that the absence was for one of the

reasons set forth in Section 3, above, for absences of less than two (2) consecutive duty days. However, the Member will be required to furnish such a certificate following an absence of two (2) or more consecutive duty days. Members shall be required in all cases to furnish a written, signed statement to justify the use of sick leave. Furthermore, a Township representative may, at any time, call upon a Member at such member's home or other place of confinement or convalescence while the Member is absent from work based upon a claim of sick leave use.

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

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

1. Engaging in other employment;
2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
3. Present in a tavern or other place inconsistent with a claim of illness or injury;
4. Absent from home or place of confinement or convalescence when called or visited by a representative of the Township, except in cases where the Member can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that the Member's absence was for reasons directly related to the treatment of such Member's illness or injury.
5. Using sick leave on more than one (1) holiday during the term of this Agreement. (If a Member uses sick leave on a holiday and furnishes an acceptable physician's certificate in accordance with this Article which verifies proper use of sick leave, then that particular absence shall not be deemed grounds for suspicion of abuse.);
6. Using sick leave immediately before and/or after a Member's use of vacation, holiday time, or traded shift. Notwithstanding anything to the contrary, a Member using sick leave in this manner shall provide a certificate from the Member's own doctor, or if directed by the Fire Chief, from a physician designated and paid for by the Township, verifying proper use of sick leave pursuant to the provisions hereof. Failure to provide such a certificate upon the Member's first return to duty shall result in the Member forfeiting, without pay, the sick, holiday and vacation time so used.

Actual abuse of sick leave or falsification of either a written, signed statement by the Member or a physician's certificate shall also subject a Member to disciplinary action, up to and including discharge.

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

E. When sick leave is used, it shall be deducted from the Member's credit on the basis of one (1) hour for every one hour of absence from previously scheduled work. Sick leave shall be used in one (1) hour increments consisting of a minimum of four (4) hours up to a maximum of twelve (12) hours, unless otherwise approved by the Fire Chief. Otherwise, no sick leave shall be taken for less than a full work day.

SECTION 4. PAYMENT FOR UNUSED SICK LEAVE. Except as otherwise specifically provided herein, upon a break in service, other than retirement, a Member shall not be entitled to receive payment for any unused sick leave, which leave shall be forfeited without payment or compensation therefor. Upon retirement from active service with the Township, a Member shall be paid for one-fourth (1/4) the value of the Member's accrued but unused sick leave (except for that accrued but unused sick leave designated for use only), provided that the maximum amount paid shall not exceed the value of 700 hours of such leave, which payment shall be based upon the Member's regular hourly rate at the date of retirement. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the Member.

SECTION 5. SICK LEAVE ADJUSTMENTS. As reflected in prior agreements between the Union, its then affected membership and the Township, those accrued but unused hours of sick leave credited between February 1, 1979 through December 31, 1985 to those Members who were working an average 56 hour work week were further adjusted to reflect a change in the charge factor of 11.2 hours to a rate of one (1) hour for each hour of sick leave so used. However, the hours so adjusted shall never be repurchased by the Township, nor be available for payment at retirement, nor be counted toward the 2800 hour cap for sick leave bonuses purposes.

Rather the adjusted hours may only be used for approved sick leave absences and, if not so used, shall be forfeited without payment or compensation therefor. The adjustment factor for these hours was 1.1428. Furthermore, the accrued but unused hours of sick leave credited from February 1, 1979 to those Members who were not working an average 56 hour work week (of which there were four as of March 24, 1986) were adjusted to reflect a change in schedules for such Member(s) if, in fact, any such Member was permanently assigned to an average 56 hour work week. In that event, the adjustment factor was 1.4, with the adjustment becoming effective on the date such Member was permanently assigned and working an average 56 hour work week. All of the foregoing adjustments have been properly made under the terms of prior agreements between the parties. In the future, if a member working an average 56 hour work week is assigned to another shift, such Member's accrued but unused sick leave hours would be downwardly adjusted. For instance, a Member working an average 56 hour work week who is assigned to a 40 hour shift would have his accrued but unused sick leave hours so adjusted by using a factor of 0.714. Likewise, if such Member were then reassigned back to a 56 hour work week, his accrued but unused sick leave hours would be upwardly adjusted by using a factor of 1.4.

SECTION 6. SICK LEAVE CREDIT. A Member who has accrued unused sick leave in the maximum allowable amount (i.e., 2800 hours) shall not accrue or be credited with any further sick leave hours. However, a Member who maintains this maximum allowable amount of sick leave for a full calendar quarter (i.e., January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31) shall be credited with 10.5 hours of personal credit or, in the case of Members permanently assigned to and working an average 40 hour work week, 7.5 hours of personal credit, for each full calendar quarter in which this maximum amount of sick leave is maintained.

The Member may, with the approval of the Fire Chief, use these personal credits for leave with pay during the calendar year in which they are credited and, if not so used, these credits will be repurchased by the Township in the January following the calendar year in which they are credited, with payment to be based at the member's regular hourly rate at which the credits were earned.

ARTICLE XX - INJURY LEAVE

SECTION 1. Any employee who is injured while on duty or has contracted a disease while on duty will be entitled to receive his normal pay during the first 1456 hours per injury, once injury leave is approved by the Board of Trustees. To be eligible, the employee need not be off the entire 1456 hours.

SECTION 2. The Township decision to grant or deny injury leave will be made within thirty (30) calendar days from the date the written request for Injury Leave is submitted by the employee, unless the parties do not have sufficient information, referring specifically to Injury Leave guidelines in the System Manual, to render a decision or the parties agree in writing to an extension. No Member shall be granted Injury Leave with pay unless authorized by the Board of Trustees.

SECTION 3. The Trustees and/or the Fire Chief may require the Member to be examined by a physician, appointed by and paid for by the Township, regarding the injury/alleged injury.

SECTION 4. If Injury Leave is granted, then the employee will be placed on Injury Leave from the date of the injury. If an employee is not granted Injury Leave, the employee may utilize approved sick leave, vacation leave, or Holiday time. If Injury Leave is initially denied and later approved and an employee has utilized sick or other leaves, the employee shall have the leave balances restored.

SECTION 5. To be placed on Injury Leave and receive the benefits set forth in this Article, the employee has the burden of proving that any disease or injury suffered by him was incurred in the course of and arises out of his employment with the Township. Employees must report any injury, or reoccurrence of injury, to his immediate supervisor within seventy-two (72) hours by filing the appropriate paperwork, referring specifically to Injury Leave guidelines in the System Manual, or if physically unable to do so, as soon as the employee is capable.

SECTION 6. Injury Leave shall be denied to the employee when he has failed to prove his disease or injury is occupationally connected and was incurred in the course and arising out of his employment with the Township.

SECTION 7. An employee shall be entitled to credit for service time accumulated during Injury Leave in determining eligibility for salary step advancement and other benefits where tenure is a factor.

SECTION 8. Any employee otherwise qualified for Injury Leave whom the Chief of the department determines to be capable of performing light or restricted duties, may at any time after an injury occurs, at the discretion of the Fire Chief, and after being notified in writing be assigned to perform such duties in lieu of being placed on injury leave. An employee who objects to such assignment shall have the right to an examination by a physician appointed and paid for by the Township. If the employee objects to the physician selected by the Township, then the Township and the employee shall mutually select a physician who shall conduct the examination. The physician's determination of the employee's capacity to perform such light or restricted duties shall be final as to the employee's eligibility for injury leave. In the event of an objection, the employee shall not be required to perform such light or restricted duties until certified as able of performing such by a physician. This section does not guarantee that a light-duty position will/will not be available.

SECTION 9. While on injury leave, each employee may be required to furnish monthly medical information to the Fire Chief regarding the status of said employee's injury. The cost of obtaining such information shall be borne by the Township.

SECTION 10. COORDINATION WITH WORKER'S COMPENSATION. As a condition precedent to the granting of injury leave, a Member shall make appropriate filings for reimbursement from the Worker's Compensation program for any service-connected injuries. Such filing shall include requests for any available compensatory program designated to compensate workers for lost wages. Thereafter, the Member shall endorse over to the Township any Worker's Compensation benefits the member receives which extend over the same time period for which the Member was paid or credited injury leave. In furtherance of these provisions and in compliance with the rules and regulations of the Ohio Bureau of Worker's Compensation, a Member shall execute a written agreement reflecting the provisions of this section.

SECTION 11. AFTER 1456 HOURS. In those circumstances where an employee is absent for more than 1456 hours, the Employer will maintain the injured employee as a department member in a non-pay, extended injury leave status for a maximum period of six (6) additional months. Unless otherwise recommended by the Fire Chief and approved by the Board of Trustees, a break in service is deemed to have occurred and employment with the Township shall cease after such six (6) additional months of non-pay, extended injury leave is exhausted.

After the maximum amount of paid injury leave is exhausted, the injured employee will be paid directly from the Bureau of Workers' Compensation. Thus, for example, under the present statutory scheme, an employee can collect two-thirds (2/3's) of his salary from the Bureau of Workers' Compensation.

SECTION 12. While a Member is on paid injury leave or in non-pay injury leave, the Township will continue to treat the injured employee as a full-time department Member in an attempt to maintain that Member's eligibility for health care insurance under the Township's group health insurance plan and/or policy, subject in all cases to the terms of such plan and/or policy. Unless otherwise recommended by the Fire Chief and approved by the Board of Trustees, such coverage shall cease six (6) calendar months after exhausting the maximum amount of paid injury leave, as provided in Section 1 of this Article.

SECTION 13. No injured Member on Injury Leave shall be returned to work without the written approval of an attending physician. The Township reserves the right to send an injured Member to a Township sponsored physician before allowing such Member to return to duty.

ARTICLE XXI - SPECIAL LEAVES AND ATTENDANCE

SECTION 1. FUNERAL ATTENDANCE LEAVE. A member shall be entitled to take a maximum of five (5) consecutive calendar (not work) days for funeral leave for the death of a Member's immediate family including a Member's spouse, children, parents, parents-in-law, sisters, brothers, step-parents, step-siblings, step-children, half-siblings, grandparent, and grandchild, provided that the Member obtains the prior approval of the Fire Chief. In cases of the foregoing, the Member shall return to work on the Member's regularly scheduled work day immediately following the funeral unless a travel delay necessitates the need for additional time. In no event shall the maximum time for the foregoing funeral leave exceed five (5) consecutive calendar days. In the event of the death of a Member's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, and/or spouse's aunt or uncle, the Member shall, with the prior approval of the Fire Chief, be entitled to one duty day for funeral leave, provided that such day is the actual day of the funeral.

Upon request to and with the approval of the Fire Chief, Members may be permitted funeral leave of up to twenty-four (24) consecutive hours of regularly scheduled duty time (if such is the day of the funeral) in cases of the death of other blood relatives of the Member. If the Fire Chief disapproves such request, the affected Member may appeal the decision to the Board for its review and action. The Board's decision shall be final and non-grievable.

In addition to the leave provided by this section, and with the approval of the Fire Chief, a Member may use two (2) days of sick leave in the event of the death of a spouse or a child.

SECTION 2. JURY DUTY LEAVE. A Member summoned to jury duty pursuant to Chapter 2313 of the Revised Code of Ohio, or any future statute of like tenor and effect, shall be granted a leave of absence with pay for actual jury service, provided that such Member gives reasonable notice to the Fire Chief of the receipt of the summons prior to the commencement of such Member's service as a juror.

A Member qualifying for jury duty leave and performing actual jury service shall be paid the difference between the jury duty fees to which such Member is entitled and the Member's regular hourly rate for the number of hours in each regular work day during which the Member is absent due to actual jury service; provided, however, that such Member presents to the Fire Chief, a

statement certified by the court showing the number of days served on actual jury service and the fees paid therefor.

SECTION 3. MILITARY LEAVE. A Member who, as a member of the Ohio National Guard, the Ohio Defense Corp, the Ohio Naval Militia, or as a Reserve member of the armed forces of the United States, is called upon to receive temporary military training, shall, pursuant to Ohio Revised Code Section 5923.05, be entitled to a temporary leave of absence with pay not to exceed thirty-one (31) calendar days during any one calendar year; provided, however, that, unless otherwise required by law, the maximum amount of paid military leave time shall not exceed 176 hours in any one calendar year; and further provided that such Member provides the Fire Chief with written verification of the dates of departure and return at least sixty (60) days prior to such departure, and evidence of satisfactory completion of such training upon such return, at which time, the Member will be restored to the previous similar position with the same status, pay, and seniority.

SECTION 4. ATTENDANCE.

A. **Absence Without Leave.** A Member who intends to be absent from duty with or without pay, shall, in all cases, report the reason therefor to his immediate supervisor in the manner provided in this Agreement and, where not so provided, no later than one hour prior to the start of the first day of absence. All unauthorized and/or unreported absences shall be considered absence without leave. Such an absence may be grounds for disciplinary action.

B. **Loss of Compensation for Absence.** No Member shall be paid for any period of absence without leave or for disciplinary reasons. Further, the Member shall not accrue any benefits or service credits for the period of absence.

ARTICLE XXII - INSURANCE

SECTION 1. HEALTH CARE INSURANCE.

- A. **Comparable Benefits.** Except as otherwise hereinafter provided, the Township shall continue to provide a health care, vision, and dental plan(s) with benefits comparable to those in effect on January 1, 2019.
- B. **Premium Contribution.** Beginning with the first full pay period in 2014 following both parties' approval of this Agreement, Members will contribute nine percent (9%) of the full amount of their premium for health insurance coverage. Such payments shall be pro-rated based upon the amount of the annual premiums for such coverage, and will be deducted on a pre-tax basis from each Member's regular bi-weekly pay.

SECTION 2. LIFE INSURANCE. The Township will provide Members with life insurance in the amount of \$50,000.00.

SECTION 3. LIABILITY COVERAGE. Except as otherwise hereinafter provided, the Township shall continue to provide professional liability coverage at its present level, at no cost to the Members. Notwithstanding the foregoing, in the event applicable law, rule or regulation requires the Township to reduce or change the type of its present liability coverage, then the Township shall provide professional liability coverage at such reduced amount or changed type at no cost to the Members. Furthermore, the Township may, if permitted

by applicable law, rule, or regulation, delete all or any portion of such coverage if a Member is protected in a similar manner against loss, liability claims and suits resulting from actions undertaken within the scope of a Member's employment with the Township.

SECTION 4. CHANGE OF CARRIERS. The Township retains the right to change insurance carriers or self-insure for all or any portion of the insurance coverage(s) provided by the Township, provided that the benefits are comparable to the benefits that were in effect December 31, 2019. The Township shall inform the Union prior to a change in carrier or undertaking self-insurance. The Union will be permitted to submit proposals to the Township for comparable coverage and to discuss possible changes in the current insurance program, provided that such proposals and discussions shall be deemed advisory only and not binding upon the Township.

SECTION 5. LACK OF COVERAGE. The failure of any insurance carrier(s) to provide any benefit and/or to carry any coverage for which it has currently contracted shall result in no liability to the Township. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Township, Union, Member, or beneficiary of any Member.

SECTION 6. AVAILABILITY OF GROUP COVERAGE. Group coverage for all insurance shall be available to new Members at such time as provided in the applicable insurance policies and/or plan documents maintained by the Township.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS

SECTION 1. EDUCATIONAL BANK. The Township will credit \$3,000.00 annually into an Educational Bank for the each Member. Members will submit proposals to an Education Panel for approval. The panel will consist of one (1) full-time firefighter, one (1) full-time Lieutenant, the Assistant Fire Chief, and the Fire Chief. Members earning an "A" or "B" will be reimbursed 100% of the amount approved by the Education Panel. Members earning a "C" will be reimbursed at 75% of the amount approved. Members earning a "D", "E", or "F" will not be reimbursed from the Educational Bank.

SECTION 2. ANNUAL FITNESS INCENTIVE. Each Member shall be afforded the opportunity to participate in the Annual Fitness Incentive Program. The Program shall consist of a two-part air management test that will take place on the participating Members' duty days. The test will be conducted twice each year, in May and October, as scheduled by the Fire Chief. Participating Firefighters shall be tested by Lieutenants, and participating Lieutenants shall be tested by the Chief.

The two parts of the test shall be:

- 1) Members are required to don full turnout gear and SCBA, and be breathing through SCBA within one-hundred and five (105) seconds.
- 2) Members are required to complete two rounds of the air management drill (as in effect on January 1, 2019) within ten (10) minutes.

Members who successfully pass the two-part test in both May and October shall receive an incentive of 1.5% of the member's annual base wage (less any applicable withholding) per assessment, which shall be paid by separate check issued in the first pay of June for the May assessment and the first pay in November for the October assessment each calendar year.

SECTION 3. STATE OF OHIO FIRE/EMS INSTRUCTOR CERTIFICATION INCENTIVE. Every Member with at least five (5) years active service in the bargaining unit shall be eligible to receive an incentive for maintaining State certification as an EMS and/or Fire training instructor. For Members who elect to obtain an initial instructor's certification, the Township shall pay the cost of tuition and supplies that are required for such certification courses, and shall provide such Members with paid time off from duty, when necessary, to attend the certification courses. The Township shall not be required to provide paid time off from work or pay any costs associated with a Member's recertification as an EMS or Fire training instructor.

Members who hold certification as an EMS or Fire training instructor shall receive an incentive of \$1000 (less any applicable withholding), which shall be paid by separate check issued at the same time as the first regular pay issued in December of each calendar year. The amount of this incentive shall be prorated based upon the number of months that a Member is currently certified as an instructor during each calendar year.

SECTION 4. COLUMBUS STATE CREDITS. Members may use Columbus State credits for courses inside and outside Degree-related curricula and will submit proposals to the Education Panel for approval, as outlined in Section 1.

SECTION 5. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings, practices or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.

SECTION 6. ADJUSTMENT OF BENEFITS. In the event a Member is reassigned to a forty (40) hour work week, then all remaining unused holiday time, vacation time, and sick leave standing to the credit of the Member in the calendar year in which the reassignment occurs shall be downwardly adjusted by a factor of .714 in such manner so as to reflect the changed work hours to which the Member has been assigned. Likewise, a Member who, after working a work week other than a fifty-six (56) hour work week, is reassigned and working the fifty-six (56) hour work week, shall have the remaining unused holiday, vacation and sick time to the Member's credit upwardly adjusted by a factor of 1.4 in the manner outlined above.

SECTION 7. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio and more particularly Ohio Revised Code Chapter 4117.

SECTION 8. CAPTIONS. The captions of the several sections and subsections of this Agreement are not part of the context thereof, and are only guides or labels to assist in locating or reading the several provisions thereof and shall be ignored in construing it.

SECTION 9. VARIATIONS IN PRONOUNS. Each pronoun shall include any gender or number thereof as the identity of its antecedent may require.

SECTION 10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

SECTION 11. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 12. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of all parties hereto.

SECTION 13. DURATION. This Agreement shall be effective January 1, 2020 and shall continue in full force and effect until December 31, 2022. Either party may initiate negotiations for a successor agreement by submitting a written request to negotiate to the other party no sooner than 120 days before this Agreement expires. Such negotiations shall be conducted in accordance with the provisions of Ohio Revised Code Section 4117.14.

ARTICLE XXIV - DEFINITIONS

Various terms used in this Agreement shall have the meanings and interpretations set forth below:

A. Active Service shall mean the time during which a Member is employed by the Township on a full-time basis as a sworn, regular, full-time firefighter appointed pursuant to Ohio Revised Code Section 505.38, and is paid, or entitled to payment, for the performance of duties for the Township, including that time during which a Member is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled non-working days, vacation, holidays, and approved leaves of absence with pay.

B. Anniversary date shall mean the first day following the first 365 days of continuous active service by a Member and, if applicable, on the same date of each calendar year thereafter.

C. Automatic deduction (and/or words of similar effect as used in Article III, Section 2; Article XVII, Section 3; Article XVII, Section 5; and Article XIX, Section 1.) shall mean that the amount(s) referred to therein may be automatically deducted by the Township from any amounts otherwise owed to a Member, and that such a deduction is automatic and does not require the authorization of the Member. The Township may (but is not required to) require a Member to sign an authorization in favor of the Township reflecting the deduction(s). Furthermore, if a monthly deduction is provided for, but not made, in a particular month, the Township may make the deduction in a subsequent month.

D. Board and/or Board of Trustees shall mean the Board of Trustees of Clinton Township, Franklin County, Ohio.

E. Break in service shall mean that period of time commencing on the date on which a Member is not entitled to payment for the performance of duties for the Township (unless the Member is on approved non-pay injury leave) and that the Member's employment with the Township deemed to have terminated.

F. Continuous active service shall mean that consecutive period during which the Member is in active service with the Township.

G. Emergency overtime situation shall mean the time required to be covered as a result of the absence of a Member from his regularly scheduled shift with less than seventy-two (72) hours notification to the Township; provided, however, that only the first such calendar day so taken shall be deemed to be an emergency overtime situation. To illustrate, if a Member becomes seriously ill and calls in sick with less than seventy-two (72) hours notification, only the first day of sick leave would be an emergency overtime situation, and not any subsequent days of sick leave. To further illustrate if weather conditions would suddenly require Members to work several days in a row, only the first day so worked would be an emergency overtime situation, provided, of course, that the situation arose without prior notification of at least seventy-two (72) hours.

H. The Fire Chief and/or his designee shall mean the individual designated as holding the rank of Fire Chief in the Clinton Township Fire Department and/or that individual so designated by either the Fire Chief or the Board as being authorized to act in the absence of the Fire Chief.

I. Hours worked shall mean those hours actually worked by a Member as a sworn, regular, full-time firefighter of Clinton Township, provided that such hours are scheduled with and approved by the Township. The term "hours worked" is further intended to clarify that overtime payments are based solely on hours worked while in paid status within a particular work period.

J. Immediate family shall mean a Member's spouse, children, parents, parents-in-law, sisters, brothers, step-parents, step-siblings, step-children, and half-siblings.

K. Insubordination shall mean the failure to follow the order or direction of a proper person, the flouting of authority of any superior officer by obvious disrespect, or the continuation of a course of conduct by a Member after being informed that such conduct constitutes insubordination.

L. Paid status shall include work hours as well as all hours in paid status while on the following leaves, if paid and approved: military leave, funeral leave, jury duty leave, holiday leave, vacation leave, training leave, union leave, and injury leave during the 21-day work period that the injury actually occurs in, but specifically excluding sick leave and injury leave other than that within the 21-day work period that the injury actually occurs in.

M. Part-time personnel shall mean those persons authorized and paid by the Township to perform the duties of a firefighter but who are not employed by the Township on a full-time basis as sworn, regular, full-time firefighters appointed pursuant to Ohio Revised Code Section 505.38.

N. Permanent appointment shall mean a Member employed by the Township on a full-time basis as a sworn, regular, full-time firefighter appointed pursuant to Ohio Revised Code Section 505.38. Regular hourly rate shall mean that figure obtained by reducing a Member's annual base salary and the EMS Incentive as stated in Article XIV, Section 5 to the equivalent hourly rate of pay as provided by the Fair Labor Standards Act and the regulations promulgated thereunder, provided that the regular hourly rate of pay shall not include payments for time not worked, including, but not limited to,

vacation pay, sick pay, funeral leave, jury leave, bonuses, holiday pay, overtime premium pay, fringe benefit costs, uniform allowances, and the like.

P. Retirement shall mean the date a Member qualifies for and receives full retirement benefits under Ohio Revised Code Chapter 742.

Q. Seniority shall mean a Member's continuous active service with the Clinton Township Fire Department as sworn, regular, full-time Member appointed pursuant to Ohio Revised Code Section 505.38, to be computed from the Member's last date of such appointment. A Member shall lose his seniority for reasons of retirement; resignation; discharge without the discharge being reversed through proper procedures; or layoff in excess of three (3) years.

R. Township shall mean Clinton Township, Franklin County, Ohio or, where applicable and unless otherwise provided or designated by the Board, that body authorized to act on behalf of the Township. The term "Township or its designee" shall also be defined in accordance with the foregoing.

S. Volunteer Personnel shall mean those persons authorized but not paid by the Township to perform the duties of a firefighter and who are not employed by the Township on a full-time basis as sworn, regular, full-time firefighters appointed pursuant to Ohio Revised Code Section 505.38.

T. Work period shall mean that period of time as may, from time to time, be established by the Board for purposes of computing overtime compensation.

IN TESTIMONY WHEREOF, the authorized representatives of the parties have signed this Agreement on or as of this 5 day of February, 2020.

CLINTON TOWNSHIP,
FRANKLIN COUNTY, OHIO

By Jane Cera
Jane Cera, Trustee

By Carl Reardon
Carl Reardon, Trustee

By Aliena Sword
Aliena Sword, Trustee

CLINTON TOWNSHIP FIREFIGHTERS
I.A.F.F. LOCAL 1800

By Kurt Dietz
Kurt Dietz, President

By Bryan Childs
Bryan Childs, Sec/Treasurer

CERTIFIED AND APPROVED:

Deb Steele
Deb Steele, Township Fiscal Officer

ATTACHMENT A

**CLINTON TOWNSHIP
PAYROLL DUES DEDUCTION FORM**

The undersigned hereby authorizes the Clerk/Fiscal Officer of Clinton Township, Franklin County, Ohio to deduct from the undersigned's wages, regular Union membership dues (as well as initiation fees and/or assessments) in the amount certified to the Township by the Treasurer of the International Association of Fire Fighters, Local 1800.

The undersigned understands and agrees that the Township will be relieved from making such deduction by the undersigned's:

1. termination of employment;
2. transfer to a job other than one covered by a bargaining unit;
3. layoff from work;
4. unpaid leave of absence;
5. written revocation of this authorization;
6. resignation from the Union;
7. lack of sufficient wages.

Signature of Member-Employee

Date

**ATTACHMENT B
GRIEVANCE FORM**

STEP ONE

- I. Required Information:
1. Name of Grievant: _____ Rank _____
 2. Date grievance was first discussed with supervisor _____
 3. Name of supervisor with whom discussed _____
 4. Date presented in writing _____
 5. Date, time, and location of grievance _____

 6. Description of incident giving rise to the grievance and Article and Section violated (use back if needed)

 7. Remedy requested _____

 8. Signature of Grievant _____

STEP TWO

- II. Lieutenant Response:
1. Received by _____ Date received _____
 2. Lieutenant's response _____

 3. Date response submitted to Grievant _____
 4. Signature of Lieutenant _____ Date _____

STEP THREE

- III. Fire Chief Response:
1. Received by _____ Date received _____
 2. Fire Chief's (or designee's) response _____

 3. Date response submitted to Grievant _____
 4. Signature of Fire Chief _____ Date _____

STEP FOUR

- IV. Trustees' Response:
1. Received by _____ Date received _____
 2. Trustees' response _____

 3. Date response submitted to Grievant _____
 3. Signature of Chairperson (or designee)
_____ Date _____