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**AGREEMENT**  
**BETWEEN**  
**BAINBRIDGE TOWNSHIP (GEAUGA COUNTY)**  
**(FIRE DEPARTMENT)**  
**AND**  
**BAINBRIDGE FIRE COMPANY**

**Effective January 1, 2021 through December 31, 2022**

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## **AGREEMENT**

This Agreement is made and entered into by and between Bainbridge Township (Geauga County), hereinafter referred to as "Township" or "Employer," and the Bainbridge Fire Company, hereinafter referred to as "Union."

### **ARTICLE 1** **PURPOSE**

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide a harmonious relationship for the effective and efficient operation of the Township government, and to establish an orderly procedure for the resolution of differences between the Township and the members of the bargaining unit.

### **ARTICLE 2** **RECOGNITION**

**Section 1.** For the duration of this Agreement, the Township recognizes the Union as the sole and exclusive collective bargaining representative for the following described unit of employees as certified on, January 4, 2014 in S.E.R.B. Case No. 13-REP-10-0101: All regular part-time employees of the Fire Department holding the rank of Firefighter/EMT, Firefighter/Paramedic, Lieutenant and Captain, excluding the Chief, Assistant Chief(s), Fire Department Clerical Staff, and all other employees of the Fire Department.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the Township reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, including the right to determine and fulfill the mission of the Fire Department, to determine staffing policy, and in all other respects plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. It is further recognized that the Township has the right to:

- A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Township and of the Fire Department, standards of service, overall budget, utilization of technology and organizational structure;
- B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance, including attendance policies and disciplinary policies;
- C. Determine the size, composition, structure, and adequacy of the workforce;

- D. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;
- E. Hire, evaluate, assign work, transfer, schedule, supervise, direct, promote, demote, layoff, or retain employees, and to discipline, suspend and discharge employees for cause;
- F. Allocate work among employees, divisions, or departments, and determine work methods and responsibilities;
- G. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- I. Determine and introduce new and/or improved equipment, methods, and facilities;
- J. Determine the financial Policies of the Township and of the Fire Department, including the exclusive right to allocate and expend all funds of the Township;
- K. Train or retrain employees as appropriate, and to establish the education and training requirements for the Fire Department and Fire Department employees;
- L. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed;
- M. Reorganize, restructure or consolidate the Township's Fire Department operations with the fire department of any other Township, city or municipality, on a multi-entity, regional or other basis, subject, however, to the Union's right to engage in effects bargaining with respect to any such decision.
- N. Determine the Fire Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- O. Implement drug and alcohol testing policies; and
- P. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

**Section 2.** Notwithstanding §4117.08 of the Ohio Revised Code, and except as otherwise set forth herein, the Township is not required to bargain with the Union with respect to its exercise of any of the rights set forth in this Article or under Ohio Revised Code §4117.08(C). The Union also specifically agrees that the Township is not required to bargain on subjects reserved to the management direction of the Township under this Article or Ohio Revised Code §4117.08(C)

even to the extent that such subjects may affect wages, hours, or terms and conditions of employment, although the Township will bargain with the Union over the effects on employee wages, hours, terms and conditions of employment of any such decisions, and the continuation, modification, or deletion of an existing provision of this Agreement. The Township will otherwise comply with Ohio Revised Code Chapter 4117.

**Section 3.** Nothing contained in this Article shall be construed as affecting the respective rights and authority of the Township and of the Fire Chief, as set forth under the Ohio Revised Code.

**Section 4.** If the Township decides to convert to a full-time Fire Department and establish full-time Fire Fighter positions and to implement full-time work schedules for a designated number of employees, it will provide the Union with 60 days' advance notice prior to implementing that decision. The parties will thereafter meet to discuss the effects of the full-time schedules on bargaining unit employees.

#### **Subcontracting**

**Section 5.** The Township may continue to contract out work and services based on business and operational needs, and also shall have the right to subcontract services where the Township's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service. Notwithstanding the above the Township shall not contract out Fire Department operations without first negotiating with the Union over the effects of such contracting. In such event, the Township agrees to notify the Union prior to entering into such subcontract.

#### **ARTICLE 4** **DUES DEDUCTION**

**Section 1.** Each employee who is a member of the Union on the effective date of this Agreement, or who later becomes a member of the Union, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members or a fair share fee in accordance with the provisions of Ohio Revised Code §4117.09(C), for the period from such effective date of this Agreement until the termination of this Agreement.

**Section 2.** The Township shall deduct from the wages payable to any employee, and pay to the Union, the amount of monies which that employee has authorized the Township to deduct by a written assignment and authorization, including but not limited to initiation fees, re-initiation fees or reinstatement fees, membership dues including delinquent dues; supplemental dues, service fees, uniform assessment or any amount owed to the Union. The Township agrees to notify the Union whenever any employee shall revoke a written assignment and authorization previously delivered to the Township. The Township shall deduct from the first pay of each month monies which the employee has authorized the Township to deduct for the current month and promptly remit the same to the Union. The Township shall send with said deductions a summary and breakdown of said deductions on forms as provided to the Township by the Union. The Township's obligation to make deductions under this section shall terminate automatically



upon termination of employment or upon transfer to a job classification outside the bargaining unit.

**Section 3.** The Union agrees that it will indemnify and hold the Township harmless from any and all liabilities, claims, responsibility, damages, or suits which may arise out of any action taken or not taken by the Township in accordance with the terms of this Article or in reliance upon the authorization mentioned herein. However, nothing in this section shall be interpreted as barring the Union from enforcing its rights under the grievance procedure.

## **ARTICLE 5** **NON-DISCRIMINATION**

**Section 1.** The parties agree that neither the Township nor the Union shall discriminate against any individual on the basis of his membership or non-membership, or participation or non-participation in Union matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, color, creed, age, sex, sexual orientation, military status, veteran status, genetic information, national origin, or disability. The male pronoun or adjective, where used herein in this Agreement, refers to the female also, unless otherwise indicated.

**Section 2.** The grievance procedure set forth at Article Nine shall not be deemed to constitute a waiver of an individual employee's rights, if any, to a judicial forum for claims alleging such discrimination under antidiscrimination statutes. However, an employee who pursues a discrimination claim in a judicial forum shall automatically have waived and forfeited the right to pursue a claim for discrimination under this article through the grievance procedure.

## **ARTICLE 6** **BULLETIN BOARD**

The Township shall furnish adequate bulletin board space in the Fire Department for use by the Union. Such bulletin board space shall be used only for posting notices of reasonable size bearing the written approval of the Union and shall be solely for Union business and recreational and social activities of the Union. There shall be no notices or other writings posted which contain anything political, religious, controversial, or critical of the Township or any other institution, or any employee or other persons. Upon the request of the Township or the Fire Chief, the Union shall immediately remove any material posted in violation of this Article.

## **ARTICLE 7** **HOURS OF WORK AND OVERTIME**

### **Hours of Work**

**Section 1.** Pursuant to O.R.C. 505.60 and consistent with current practice, each employee covered under this Agreement is a part-time Township employee (in accordance with the Township's Personnel Policy Manual) who has been hired with the expectation that the employee will work not more than One Thousand Five Hundred (1500) hours in any calendar year, and less than thirty (30) hours per work week, on average. For purposes of this Article, an

employee's work hours shall include all hours for which an Employee is paid, or entitled to be paid under this Agreement or otherwise by law.

**Section 2.** The employees covered under this Agreement are not to be considered full-time employees within the meaning of Section 4980H(c)(4) of the Internal Revenue Code and the guidance issued thereunder, because each such employee is expected to work less than 30 hours per week, on average, each calendar year. The Township will assess employees' average weekly hours of work through the use of the "look-back measurement method," as defined by Treasury Regulation Section 54.4980H-3(d) and the guidance issued thereunder. Each employee shall be scheduled to work less than 30 hours per week, on average each calendar year.

**Section 3.** The Township shall determine work periods and employee work schedules, which may be subject to change with reasonable notice provided to employees.

**Section 4.** The normal work shifts shall be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m., although the Township reserves the right to determine the shift starting and ending times.

**Section 5.** Each employee will work no less than 180 hours of scheduled time per four-month period (trimesters). The trimesters will be broken out as follows:

1<sup>st</sup> Trimester: January, February, March, and April

2<sup>nd</sup> Trimester: May, June, July, and August

3<sup>rd</sup> Trimester: September, October, November and December

This requirement may be waived by the Chief of the Fire Department for good cause and cases such as sick leave or vacation from an employee's regular job.

**Section 6.** The provisions of this Article shall not be construed as a guarantee of any specified number of hours of work per day or per work period.

### **Overtime**

**Section 7.** Employees shall be compensated at one and one-half (1½) times the regular rate of pay for all hours actually worked in excess of 106 hours in a 14 day work period. Employees may trade shifts so long as shift coverage and paramedic staffing are maintained. It is further understood that shift trading will not incur overtime.

**Section 8.** The Township retains the sole discretion to determine the need for overtime work and to schedule overtime. All overtime work must be authorized by the Fire Chief or the Chief's designee in advance of the overtime being worked, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Fire Chief or his designee for confirmation that such an emergency existed and authorization of the overtime work. The Township will make reasonable attempts to fairly distribute overtime opportunities.

**Section 9.** There shall be no pyramiding of overtime or premium pay under the terms of this Agreement, and under no circumstances shall more than one basis of calculating overtime be used for the same hours.

**Section 10.** Time spent attending required training or meetings shall be considered time worked for purposes of calculating overtime.

### **Call Outs**

**Section 11.** When an employee is requested, for additional manpower purpose, to work during times outside of scheduled work hours that are not contiguous to his regularly scheduled work time, he shall be guaranteed a minimum of two (2) hours pay at his straight time rate of pay. When an employee voluntarily responds to the station following a radio page, he shall be paid for time actually worked, and this minimum guarantee will not apply. This section does not apply to hours worked during training.

### **Court Time**

**Section 12.** An employee who is required to appear in court for cases relating to official Fire Department activities shall be paid on a straight time basis for all such hours. However, any such hours shall be added to all other hours worked for the purpose of calculating overtime.

### **Off-Site Training**

**Section 13.** Members attending hands-on, job-related fire or rescue training will be paid their regular rate for such training. Members may attend up to forty (40) hours of such rescue training per year, subject to the needs of the organization and the approval of the Chief. The Chief may authorize additional paid training as needed.

## **ARTICLE 8** **HOLIDAYS**

**Section 1.** An employee working on a Holiday, as defined below, shall be paid at one and one-half (1½) times their regular rate of pay. A Holiday begins at 6:00 am on the day of the Holiday, and ends at 6:00 am the following day. Holidays include:

New Year's Day	First day of January
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	As observed on a national basis
Easter Day	As observed on a national basis
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	Twenty-fourth day of December
Christmas Day	Twenty-fifth day of December



**Section 2.** Each employee will be required to schedule a minimum of two (2) twelve-hour Holiday shifts during each calendar year. Holidays will be chosen in two rounds of picks, in order of seniority, prior to and independent of the normal staffing selection. Members must satisfy their obligation to schedule holidays prior to scheduling normal shifts. No member shall schedule a second holiday until all members have scheduled at least one holiday. Scheduling of Holidays shall commence on December 1<sup>st</sup> for the following year.

**Section 3.** Members may trade or give away holiday shifts to other members. The member accepting the shift is obligated to work the shift once the trade is scheduled. Trading or giving away holiday shifts shall be denied if it results in overtime.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment and resolution of grievances is desirable in the interest of sound relations between employees, the Union and the Township. The procedures specified in this Article provide the exclusive system for a fair, expeditious, and orderly adjustment of grievances of bargaining unit employees. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

**Section 2.** A grievance is any dispute or difference between the Township and the Union or between the Township and an employee, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement. This grievance procedure shall not preclude discussions between employees and the Fire Chief or his designee, or the Assistant Fire Chief regarding workplace issues.

**Section 3.** The following procedures shall apply to all grievances rising under this Agreement:

**Step 1:** A grievance must be presented in writing to an Assistant Fire Chief, within seven (7) working days of the occurrence. The Assistant Fire Chief shall have seven (7) days following such presentation to submit a written response.

**Step 2:** If the grievance is not settled at Step 1, the grievant may appeal in writing to the Fire Chief within seven (7) working days after receipt of the Step 1 answer. The Fire Chief shall answer in writing within seven (7) working days after receipt of the written appeal.

**Step 3:** If the grievance is not satisfactorily settled at Step 2, the Union may file, within thirty (30) calendar days after the Township's Step 2 answer was issued, an appeal to the Township's Board of Trustees. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Board of Trustees or its designated representative shall answer the grievance in writing within 30 calendar days following receipt of that appeal. A grievance

regarding a termination decision may be appealed directly to Step 3 of the Grievance procedure, and such grievances must be filed within 30 calendar days following the effective date of the termination.

Step 4: If the grievance is not resolved at Step 3, then the Union, upon written notice to the Board of Trustees not later than ten (10) working days after the Township answer in Step 3, may submit the grievance to arbitration. If the Township and the Union cannot agree upon an impartial arbitrator, the Union may request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Services ("FMCS") and the parties shall thereafter choose an arbitrator by alternate strikes. Either party may reject one panel provided by FMCS and request a second panel. Order of striking shall be determined by a coin flip

### Arbitration

**Section 4.** The arbitrator shall not have the authority to add to, subtract from, amend or modify in any way the terms of this Agreement, or to establish new terms or conditions under this Agreement, or to make any award that is contrary to law. Under no circumstances shall the Arbitrator consider past practices prior to the execution of this initial Agreement to be binding on the Township or the Union although past practice may be relied on by the Arbitrator as evidence of the intent of either party.

**Section 5.** The parties shall split the arbitrator's fees and the cost of a court reporter. All expenses relating to calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party who requests such witnesses or depositions.

**Section 6.** Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of that particular grievance.

**Section 7.** The procedures set forth in this Article shall be the exclusive method of redressing grievances between the parties and the decision of the arbitrator shall be final and binding upon the Township, the Union and all employees. Any grievance resolved at Step 1 or Step 2 shall be deemed settled on a non-precedent setting basis with respect to grievances of a like nature. The parties also may mutually agree in writing that a particular settlement or resolution shall be on a non-precedent setting basis.

**Section 8.** A bargaining unit member requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena.

**Section 9.** The parties shall have the right to require the arbitrator to render his decision within thirty (30) days of the submission of briefs by the parties, which time may be extended by mutual agreement of the parties.

**Section 10.** 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 non-arbitrable or beyond

the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before a different arbitrator.

**Section 11.** All grievances should contain all the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was first discussed with the Fire Chief
4. Date grievance was filed in writing
5. Date and Time grievance occurred
6. The location where the grievance occurred
7. A description of the incident-giving rise to the grievance
8. Specific articles and sections of the Agreement violated
9. Desired remedy to resolve the grievance

#### **Time Limitations**

**Section 12.** To be considered valid, a grievance must be filed in writing within seven (7) working days of the occurrence of the alleged violation of the Agreement. As used in this Article, a "working day" shall mean Monday through Friday, excluding any Holidays in which the Township office is closed for business. A grievance which is not timely filed under this provision shall be void. Any grievance not answered by the employer within the stipulated limits shall be considered denied and may be advanced by the employee or the Union to the next step in the grievance procedure. Where a grievance is not appealed by the Union to the next higher step within the prescribed time limit, the grievance shall be barred from further proceedings. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time limit in which to answer it or appeal it to the next step. The parties may mutually agree to escalate the grievance to any step in order to promote the expeditious resolution of any grievance.

**Section 13.** The Union shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

**Section 14.** Any dispute which either directly or indirectly involves the interpretation or application of the plans covering medical benefits, disability benefits, retirement benefits, or death benefits, shall not be arbitrable. However, the provisions of the appeal processes under such benefit plans shall be available.

#### **ARTICLE 10** **NO STRIKE/NO LOCKOUT**

**Section 1.** The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee, instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind with any operations of the Township, including the

operations of the Fire Department. Furthermore, all lawful orders of superior officers shall, at all times, be followed and complied with immediately.

**Section 2.** The Union shall, at all times, cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event that any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference with any operations of the Township or of the Fire Department is prohibited and is not in any way sanctioned, condoned or approved by the Union. Furthermore, the Union shall immediately advise all members to return to work at once.

**Section 3.** Any employee who violates this Article shall be subject to discipline, including possible discharge. The Township shall have the right to impose a different type of discipline for violations of this Article, based on the nature and extent of the respective employee's planning and participation in the work interruption at issue. Any employee disciplined for violation of this Article shall have access to the grievance and arbitration procedure set forth in Article 7.

**Section 4.** The Township shall not lock out any employees for the duration of this Agreement.

## **ARTICLE 11** **SENIORITY**

**Section 1.** Seniority shall mean the uninterrupted length of continuous service with the Township, from the employee's most recent date of hire.

**Section 2.** All newly hired employees shall be considered to be on probation for a period of one (1) year from the date of hire by the Township. An employee shall have no seniority during his Probationary Period, but upon completion of his Probationary Period, seniority shall be retroactive to his date of hire or re-hire, as applicable. An employee may be terminated for any lawful reason during the Probationary Period and such discharge shall not be subject to the grievance procedure. The discharge or retention of a probationary employee shall be at sole discretion of the Township. If an employee's seniority is broken or terminated (as set forth in Section 4) and he is later rehired, he shall be considered to be a new employee and subject to the provisions of this Section. Successful completion of the probationary period does not necessarily mean continued employment unless the employee meets all the requirements of the job.

**Section 3.** An authorized leave of absence does not constitute a break in service, except as provided in Section 4(c). Seniority shall continue to accumulate during the term of the leave, provided that the employee complies with the provisions of this Agreement governing his leave of absence, and that the employee is reinstated following the leave.



**Section 4.** Seniority shall be terminated for the following reasons:

- A. Voluntarily quit or resignation;
- B. Discharge for cause (unless the employee is subsequently reinstated to his position due to a determination by a proper authority that the discharge was without just cause);
- C. Involuntary layoff or leave of absence exceeding twelve (12) months;
- D. Absent without notice for three (3) consecutive work days;
- E. Failure to report to work when recalled from layoff within three (3) calendar days from the date on which the Township sends or delivers the employee a notice to report to work (to the last known address as shown on the Township's records).
- F. Failure to report to work within three (3) working days following the termination of any excused leave of absence unless such time is extended in writing by the Township.

**Section 5.** If more than one (1) employee has the same seniority date, seniority shall be determined by the lowest (best) score on the pre-employment physical agility test.

**Section 6.** Bargaining unit members who are reinstated or re-employed from layoff within one (1) year of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for the time spent on layoff.

**Section 7.** An employee transferred or promoted to a position outside the bargaining unit may be returned by the Township to the bargaining unit at any time with full accrued seniority.

## **ARTICLE 12** **LAYOFF AND RECALL**

**Section 1.** If the Township decides in its sole discretion to reduce the work force, layoffs and recalls from layoffs shall be based on seniority within the affected rank ("Rank Seniority"), in accordance with the provision set forth in this Article. Rank Seniority shall mean length of continuous service in a rank.

**Section 2.** Whenever layoffs become necessary, temporary and probationary employees shall be laid off first.

**Section 3.** In implementing layoffs within a particular rank, the Township will layoff employees in inverse order of Rank Seniority.

**Section 4.** In recalling employees within a particular pay grade following a layoff, the Township shall recall employees in order of Rank Seniority.



**Section 5.** An employee who is laid off shall be eligible for recall from layoff for a period of twelve (12) months.

**Section 6.** Notice of recall shall be sent to the employee's last known address listed on the Township's records and shall be sent by certified mail or delivered. An employee who does not report to work within three (3) calendar days from the date the Township sends or delivers to the employee a recall notice shall be considered to have resigned his position.

**Section 7.** The Township shall give the Union and the affected employees seven (7) days advance notice of any layoff.

**Section 8.** In the event of a layoff, any affected member of the promoted ranks shall be permitted to bump to the next lowest rank. Rank seniority shall be used to determine which member of the affected rank will be permitted to bump to the next lowest rank.

## **ARTICLE 13** **LEAVES OF ABSENCE**

### **Unpaid Personal Leave**

**Section 1.** The Township may, in its sole discretion, grant a leave of absence without pay to any employee for a maximum duration of six (6) months for legitimate personal reasons. Such leave shall be considered and decided on a case-by-case basis. Employees must advise the Township sixty (60) days prior to commencement of the desired leave, except in the case of an emergency which precludes such advance notice. Upon completion of such leave, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may return to work before the scheduled expiration of the leave if requested by the employee and agreed to by the Township.

### **Unpaid Medical Leave (Non-FMLA)**

**Section 2.** Reasonable requests for unpaid leaves of absence for medical reasons that do not qualify under the Family and Medical Leave Act of 1993 (FMLA) and continuation of unpaid medical leaves following exhaustion of paid disability or unpaid FMLA Leave will be granted under the terms and conditions set forth herein. The Township reserves the right to require the employee, or any person acting on the employee's behalf, to furnish competent medical evidence from a doctor chosen by the Township substantiating the need for a requested medical leave of absence or a continuation thereof, and the right to require the employee to submit to an examination by a third physician in the event of a conflict of opinion between the employee's and the Township's physician. The employee also must obtain a release from his physician before returning to work.

### **FMLA Leave**

**Section 3.** The Township and Union shall fully comply with all of the obligations imposed by and may fully exercise all of the respective rights conferred upon each under the FMLA. Unpaid FMLA Leave shall run concurrently with paid disability, Sick Leave and Workers'

Compensation leave, to the extent permitted under Federal and State law. Group health insurance will be continued during the period of qualifying FMLA Leave consistent with Federal and State law. An employee must exhaust all accrued leave time, however designated (vacation, Sick Leave, paid disability), before taking FMLA Leave for the employee's own serious health condition, or to care for a family member with a serious health condition. For other types of FMLA leave, an employee must exhaust all accrued leave time, except for accrued Sick Leave.

**Section 4.** An employee on an authorized leave shall continue to accrue seniority during the leave only for the applicable period of time set forth in Article 10, Section 4, and shall accrue PERS service credits consistent with applicable law.

**Section 5.** If an employee on an authorized leave takes employment elsewhere during the term of such leave (including self-employment or operating a family business), without the written consent of the Township, the employee shall automatically terminate all seniority rights with the Township and shall be terminated immediately upon the commencement of said employment. All reasonable requests for written consent of the Township to engage in employment elsewhere during the term of such leave shall be granted.

**Section 6.** Failure to return to work at the expiration of an authorized leave constitutes grounds for termination.

**Section 7.** Falsification of the reasons for a requested leave or the reasons for any continuation thereof, constitutes grounds for termination.

#### **Military Leave**

**Section 8.** Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services or Ohio organized militia in accordance with applicable Federal and State law, including but not limited to O.R.C. §5923.05. Employees may use any available paid time off during a military leave.

#### **Bereavement Leave**

**Section 9.** When a death occurs in the immediate family of an employee, the employee shall be granted unpaid Bereavement Leave, on request, for up to three (3) working days (or for such fewer days as the employee may be absent from work) immediately following a death. For purposes of this Section, immediate family shall include the employee's spouse, parent, sibling, step-parent, step-sibling, parent in-law, sibling in-law, child, step-child, or any blood relative for whom the employee has a custodial responsibility.

**Section 10.** When a death occurs in the extended family of an employee, the employee shall be granted unpaid Bereavement Leave, on request, for two (2) working days. For purposes of this section, extended family shall include the employee's grandparent, aunt or uncle.

**Section 11.** Arrangements for Bereavement Leave are to be made with the Chief or Assistant Chief.

**ARTICLE 14**  
**EMPLOYEE RIGHTS**

**Section 1.** An employee has the right to have a Union representative present at all disciplinary interrogations, upon request of the employee.

**Section 2.** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or to participate in an investigation, he shall be advised that his refusal to answer such questions or to participate in such investigation will be the basis of such a charge.

**Section 3.** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

**Section 4.** An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 5.** Employees shall have the right to review their personnel files. Upon request, the employee's personnel file shall be made available for review within 7 days of such request.

**Section 6.** If the Township intends to use a civilian complaint as the basis for disciplinary action, both the employee who is subject of any such complaint and the Union shall be provided a copy of the complaint in advance of any pre-disciplinary hearing. Unsigned and/or anonymous complaints may not be used as the basis for discipline.

**ARTICLE 15**  
**UNION REPRESENTATION**

**Section 1.** The Township recognizes the Union's right to designate a total of two (2) Union Representatives. The Union shall notify the Township in writing of the employees designated as Union Representatives.

**Section 2.** Union Representatives shall have authority to investigate and present grievances to the designated Township representatives in accordance with the provisions of this Agreement.

**Section 3.** Grievance meetings normally shall be scheduled outside normal working hours. Union Representatives and employees shall not be paid for any time spent in grievance meetings with the Township that occur outside their normal working hours. Representatives shall be paid for time in grievance meetings with the Township and other joint meetings only if the Township agrees to schedule such meetings during the Representative's regular working hours.

**Section 4.** Union Representatives shall investigate grievances and conduct other Union business during non-work hours. However, in emergency circumstances, the Fire Chief or his designee may grant Union Representatives a reasonable opportunity to investigate grievances during working hours without a loss in pay.

**Section 5.** The Union shall keep the Township currently informed of their respective, duly authorized representatives, including grievance committee representatives. The Union will send a list to the Fire Chief and the Township Fiscal Officer of all officers and representatives in the Union as changes occur. The Township will send a list of its duly authorized representatives to the Union as changes occur.

**Section 6.** An employee who is the subject of an investigation of any nature shall be afforded his constitutional rights as required by law, including Miranda and Garrity rights.

**ARTICLE 16**  
**PAY GRADES AND OTHER COMPENSATION**

**Section 1.** The pay grades, ranks and hourly wage rates for on duty hours for employees covered by this Agreement shall be as follows:

Classification	Effective the first full pay period following ratification (2.75%)	Effective the first full pay period following January 1, 2022 (2.75%)
FF/EMT – P Grade A	<b>\$26.14</b>	<b>\$26.73</b>
FF/EMT – P Grade B	<b>\$25.16</b>	<b>\$25.73</b>
FF/EMT – P Grade C	<b>\$23.03</b>	<b>\$23.54</b>
FF/EMT – Advanced	<b>\$22.34</b>	<b>\$22.84</b>
FF/EMT – B Grade A	<b>\$21.27</b>	<b>\$21.75</b>
FF/EMT – B Grade B	<b>\$19.75</b>	<b>\$20.19</b>
FF/EMT – B Grade C	<b>\$18.80</b>	<b>\$19.23</b>

**Section 2.** To provide for pay differential in the Fire Department between the Officer Ranks, Lieutenants will be compensated \$1.25 per hour above Firefighter in the corresponding classification and Pay Grade “A” for their EMS provider level, and Captains will be compensated \$1.25 per hour above Lieutenants in the corresponding classification and Pay Grade “A”.

**Section 3.** The hourly wage rate for all non-duty hours (i.e., training, community education, call outs) for employees covered by this Agreement shall be as set forth in Section 1.

**Section 4.** Employees will be required to serve the following minimum time in each respective rank and pay grade before being eligible for advancement to a higher rank and pay grade:

EMT - P Grade A:	12 months and 500 hour minimum
EMT - P Grade B:	12 months and 500 hour minimum
EMT - P Grade C:	12 months and 500 hour minimum
EMT - Advanced:	
EMT - B Grade A:	12 months and 500 hour minimum
EMT - B Grade B:	12 months and 500 hour minimum
EMT - B Grade C:	12 months and 500 hour minimum

Advancement to a higher rank and pay grade shall be based upon the recommendation of the Fire Chief, satisfactory performance, and approval of the Trustees. For members who have met the minimum time in service requirements, advancements in pay grade will not be denied absent a reasonable, job-related basis for denial.

**Section 5.** Grade changes for all employees will take effect at the beginning of the next regular pay period following promotion.

**Section 6.** Beginning January 1, 2019, any firefighter (full or part-time) who desires to serve as an OIC must complete the Bainbridge Fire Department OIC training program, the 40-hour online portion of Blue Card, and pass a written test covering the duties and responsibilities of the OIC with a minimum score of 80%. All OIC's will be required to retest annually. Part-time personnel will only serve as an OIC when no promoted officer or OIC qualified full-time firefighter is available.

## **ARTICLE 17** **UNIFORM ALLOWANCE**

**Section 1.** Effective on the indicated dates, each part-time employee shall receive an annual uniform allowance in the following amount:

<u>Date</u>	<u>Amount</u>
First full pay period following May 1, 2021	\$600.00
First full pay period following May 1, 2022	\$600.00

**Section 2.** The Township will provide each newly hired employee a \$450.00 credit to be used to purchase a required uniform, as designated by the Chief. At the completion of an employee's Probationary Period, the Township will provide the employee one Class A uniform.

## **ARTICLE 18** **EXPENSE REIMBURSEMENT**

When using a personal vehicle, employees shall be reimbursed for actual miles driven, measured from the Town Hall, at the IRS approved rate. Employees shall receive reimbursement for other



expenses incurred while traveling on official Township business in accordance with Township policy, provided such travel has been authorized in writing by the Chief or his designee.

**ARTICLE 19**  
**SAVINGS CLAUSE**

**Section 1.** Should any provision of this Agreement be invalidated by operation of law or be declared invalid by any tribunal or court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

**Section 2.** Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

**ARTICLE 20**  
**DURATION**

This Agreement shall remain in full force and effect from January 1, 2021 until December 31, 2022, and thereafter from year-to-year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other and filed with SERB no less than 60 days prior to the expiration of this Agreement as provided in Section 4117.14 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates set forth below.

**BAINBRIDGE FIRE COMPANY**

By: [Signature] 3/1/21  
Date  
By: [Signature] 3/1/21  
Date  
By: [Signature] 3/1/21  
Date

**BAINBRIDGE TOWNSHIP  
BOARD OF TRUSTEES**

By: [Signature] 3/22/21  
Lorrie Benza, Trustee Date  
By: [Signature] 3/22/21  
Jeff Markley, Trustee Date  
By: [Signature] 3-23-21  
Kristina O'Brien, Trustee Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BAINBRIDGE TOWNSHIP (GEAUGA COUNTY) AND BAINBRIDGE FIRE  
COMPANY**

This Memorandum of Agreement ("Agreement") sets forth the agreements and understandings between Bainbridge Township (Geauga County) ("Township") and the Bainbridge Fire Company ("Union") regarding the additional, one-time uniform allowance payment for employees covered by the Collective Bargaining Agreement between the Township and the Union effective January 1, 2021 through December 31, 2022 ("2021-2022 Part-Time Firefighter CBA").

**Statement of Agreement**

1. This Agreement shall be effective from January 1, 2021 through December 31, 2022.
2. Due to the extraordinary impact of the COVID-19 pandemic on the bargaining unit, all employees covered by the 2021-2022 Part-Time Firefighter CBA entitled to the uniform allowance to be paid the first full pay period following May 1, 2021 pursuant to Article 17, Section 1 shall receive an additional, one-time uniform allowance payment of \$150.00 to be paid the first full pay period following May 1, 2021.

IN WITNESS WHEREOF, the undersigned representatives of the Township and the Union have caused this Agreement to be executed by their duly authorized representatives.

Bainbridge Association of Professional  
Firefighters

By: [Signature] 3/1/21  
Date

By: [Signature] 3/1/21  
Date

By: [Signature] 3/1/21  
Date

Bainbridge Township  
(Geauga County)

By: [Signature] 3/22/21  
Date

By: [Signature] 3/22/21  
Date

By: [Signature] 3/23/21  
Date

## **MEMORANDUM OF UNDERSTANDING**

This memorandum confirms that during negotiations for the CBA commencing January 2018, The Bainbridge Fire Company and Bainbridge Township reached agreements on the following terms:

1. Through December 31st, 2018, members will continue to serve as acting officers-in-charge (OIC) and receive \$1.00 per hour stipend when there is no Lieutenant or Captain assigned to the shift, and they are the most senior member of all part and full-time staff on duty.
2. Part-time members will no longer receive a stipend to act as OIC on and after December 31<sup>st</sup>, 2018, provided that:
  - A. A full-time employee is present and filling such a role, and;
  - B. The full-time acting OIC has completed the distance learning portion of the "Blue Card" incident command course, and a test designated by the Chief.
3. The Union understands and agrees that after 1 July 2018, even if members are no longer shift OIC, they may still be responsible for supervising company operations, directing rescues, and commanding incidents as necessary and appropriate.
4. If the Township adds promoted position to the full-time roster during the 2018-19 CBA, part-time Lieutenants and Captains will not be reduced in rank unless for just cause.

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For Bainbridge Township, Chief LouAnn Metz

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For the Fire Company, President Matthew Scharfenberg