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# Agreement

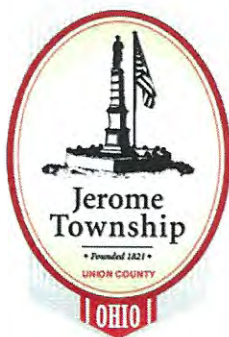
Between

**The International Firefighters Association  
Local 3555**

and

**Jerome Township, Union County Ohio**

**January 1, 2021 – December 31, 2023**



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## **ARTICLE 1 AGREEMENT**

This agreement is made between the Jerome Township Trustees, hereinafter referred to as the "Township", and the International Association of Fire Fighters Local #3555, hereinafter referred to as the "Union".

## **ARTICLE 2 RECOGNITION**

The Township hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time uniformed employees of the Division of Fire.

## **ARTICLE 3 NONDISCRIMINATION**

Neither party will discriminate against any employee based on age, sex, sexual orientation, marital status, race, color, religion, national origin, political affiliation, union activity, or membership or non-membership in the union.

## **ARTICLE 4 DUES DEDUCTION**

The Township agrees to deduct, once each pay, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The Township shall remit the total amount of deductions each month to the Secretary-Treasurer of the Union, as provided by the Ohio Revised Code 4117.09, Section B, paragraph 2.

Any employee who is not a member of the Union shall, upon the effective date of this Agreement or sixty (60) days following the beginning of his employment with the Township, whichever date is later, pay a monthly fair share fee to the Union. One half (1/2) of the fair share fee shall be deducted once each pay and remitted each month to the Union by the Township.

## **ARTICLE 5 MANAGEMENT RIGHTS**

Except as limited by this agreement, the Township's management rights include, but are not limited to, the right to:

1. 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, overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.
10. The Township and The Union shall commence negotiations beginning no sooner than October 1<sup>st</sup> and no later than October 15<sup>th</sup> of the last year of the contract

## **ARTICLE 6 NO STRIKE / NO LOCKOUT**

It is understood and agreed that the services performed by employees covered by this Agreement are essential to the public health safety and welfare; the Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, slowdown, or other action at any time which will interrupt or interfere with the operation of the Fire Division for the duration of this agreement. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown, or other action at any time which will interrupt or interfere with the operation of the Fire Division. In the event of a violation of this article, the Union agrees to take affirmative steps with the employee(s) concerned such as letters, bulletins, telegrams, employee meetings and public denouncement of any violations to bring about an immediate resumption of normal work. The Township agrees that it will not engage in any lockout of employees covered by this agreement.

**ARTICLE 7**  
**HOURS OF WORK/OVERTIME**

Fifty-six (56) Hour Work Week Personnel:

1. The normal work schedule for the member shall be arranged by the Township so that the Member shall regularly work a twenty-four (24) hour shift followed by forty-eight (48) hours off duty.
2. Members working the scheduled fifty-six (56) hour work week (twenty-four (24) hour shifts shall be paid one and one-half ( $1 \frac{1}{2}$ ) times the regular rate for every hour worked over one hundred six (106) in a fourteen (14) day work period.
3. Members working the scheduled forty (40) hour work week shall be paid one and one-half ( $1 \frac{1}{2}$ ) times the regular rate for every hour worked over 40 in seven (7) day work period.
4. All hours, (vacation, compensatory time, sick leave, etc.) shall be counted as hours worked.
5. Employees called in to work at a time disconnected from their regularly scheduled hours of work shall be paid a minimum of three (3) hours. These hours shall be paid at  $1 \frac{1}{2}$  times the employees pay rate.
6. Employees forced to work overtime on a recognized holiday (article 17) shall be entitled to two times the employees' hourly rate.

**ARTICLE 8  
RATES OF PAY**

**Firefighter**

	Step A	Step B	Step C
	56 / 40	56 / 40	56 / 40

**2021**

Hourly	\$17.33 / \$24.91	\$19.76 / \$28.41	\$25.18 / \$36.20
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**Firefighter**

	Step A	Step B	Step C
	56 / 40	56 / 40	56 / 40

**2022**

Hourly	\$18.02 / \$25.91	\$20.55 / \$29.55	\$26.19 / \$37.65
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**Firefighter**

	Step A	Step B	Step C
	56 / 40	56 / 40	56 / 40

**2023**

Hourly	\$18.83 / \$27.07	\$21.47 / \$30.88	\$27.37 / \$39.35
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**Lieutenant**

Step A	Step B	Step C
56 / 40	56 / 40	56 / 40

**2021**

**Hourly** \$27.75 / \$39.88

**Lieutenant**

Step A	Step B	Step C
56 / 40	56 / 40	56 / 40

**2022**

**Hourly** \$28.86 / \$41.47

**Lieutenant**

Step A	Step B	Step C
56 / 40	56 / 40	56 / 40

**2023**

**Hourly** \$30.16 / \$43.34

**Battalion Chief**

Step A	Step B	Step C
56 / 40	56 / 40	56 / 40

**2021**

**Hourly** \$31.08/ \$44.66

**Battalion Chief**

Step A	Step B	Step C
56 / 40	56 / 40	56 / 40

**2022**

**Hourly** \$32.32/ \$46.45

**Battalion Chief**

Step A	Step B	Step C
56 / 40	56 / 40	56 / 40

**2023**

**Hourly** \$33.78/ \$48.54

Original appointment to any position shall be at Step A. The appointee may be started at Step B or Step C at the discretion of the Fire Chief, advancement from initial Step to maximum Step shall be by successive one-year increases. Whenever a member has completed one year of satisfactory service in any pay step of applicable pay grade, the employee shall advance to the next higher step in his pay grade. The compensation to employees shall be paid on the first Wednesday following the end of the 2 weeks' pay cycle and shall be made by direct deposit. Overtime shall be paid on the check of the pay period in which it was earned.

Paramedic Incentive: Members who possess a current State of Ohio Paramedic certification shall be paid \$0.67 per hour.

## **ARTICLE 9 PENSION PICKUP**

The Township agrees to "pick-up" that portion of the Member contribution to the Police and Firefighters Disability and Pension Fund (the "Fund") which is equal to four percent (4%) of the Member's earned compensation.

The provisions of this proposed pension "pick-up" plan shall apply uniformly to all Members and no Member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The Township would, in reporting and making remittance to the Fund, report that each Member's contribution has been made as provided by statute.

The sums proposed to be paid hereunder by the Township on behalf of the member (i.e. 4% of the Member's earned compensation) are not to be considered additional salary or wages and are not to be treated as increased compensation. For purposes of computing the Member's earnings or basis of the Member's contribution to the Fund, the amount paid by the Township on behalf of the Member as such Member's statutory obligation is intended to be and would be considered as having been paid by the Member in fulfillment, whether in whole or in part, as the case may be, of the Member's statutory obligation.

The parties further agree that a Member's salary for purposes of (1) determining the contribution base for contributions to the Fund and (2) determining any sick leave, severance, vacation, disability pay and/or any other benefits which are determined by reference to the Member's rate of pay shall consist of only the Member's cash salary as set forth in Article X, Section 1, of the Agreement, without regard to the amount of contribution to the Fund paid by the Township in lieu of payment by the Member pursuant to the provisions hereof.

## **ARTICLE 10 LONGEVITY**

As compensation for years of service to the Township, employees shall be entitled to additional compensation based upon years of completed service. Compensation of \$500.00 shall begin after the completion of the fifth (5) year and increase by \$100.00 for each additional completed year of service to a maximum \$2,000 per year.

This compensation shall be paid the second pay of the month after the employee's anniversary.

## **ARTICLE 11 WORKING OUT OF CLASS**

Any Firefighter who works out of class, for at least four (4) hours, for a unit officer who is off duty and/or out of the district and unable to respond, shall receive either overtime or compensation for an acting officer role. The compensation shall be one-half (½) hour of time for each four (4) hours for out of class work. The time will only be given for shifts of four (4) hours and shall be at a 1 to 1 rate. No shifts less than four (4) hours will be compensated for.

## **ARTICLE 12 EDUCATION AND TRAINING**

Any training (omitting college course work) that is required by the Fire Division shall be paid for by the Township. The Township may at its discretion sponsor an employee at a non-required school or class. If required or Department sponsored training takes place during employees off duty time, employee shall be compensated at a rate equal to one and one-half (1½) times their regular rate. The Township shall also allow an employee to attend non-required, non-sponsored training. The employee may utilize twenty-four (24) hours of training leave to attend such schools; any time required past the twenty-four (24) hours shall be at the employee's expense.

## **ARTICLE 13 TUITION REIMBURSEMENT**

The Township may reimburse up to the yearly maximum nontaxable amount allowed by the IRS of a Members tuition, books and fee costs undertaken by a Member. Post-graduate course work may qualify for this reimbursement provision.

The written approval of the Fire Chief shall be required prior to the enrollment of the Member in the class. Each quarter or semester, after successfully completing/passing ("C" or higher) the class for which prior approval had been secured, a Member can seek reimbursement for tuition costs incurred. The Fire Chief may require satisfactory proof of the successful completion.

Should a Member who has received reimbursement(s) under this Article become separated from service with the Township, he will be obligated to reimburse the Township for all monies received hereunder during the two (2) years immediately preceding the separation. The Township is authorized to withdraw or withhold tuition reimbursements owed from any current or final paycheck.

The Township will make a diligent effort to provide ample funding for the tuition reimbursement program based on revenue, fiscal health of the Fire Division and participation.

## ARTICLE 14 INSURANCE

The Township shall continue to provide health insurance coverage for each employee, with benefits being no less than those that are in effect on January 1, 2018. All employees will pay a flat amount of their insurance premiums based on their coverage. The Township shall also provide each employee with fifty thousand dollars of life insurance at no cost to the employee. The Township agrees to meet and negotiate with the Union if insurance coverage or carrier will be changing during this contract.

Health, Vision and Dental		Vision and Dental only	
Employee	\$ 27.00 per pay	Employee	\$ 2.00 per pay
EE and Spouse EE and Child EE and Children	\$ 46.00 per pay	Employee and Family	\$ 4.00 per pay
Family	\$ 64.00 per pay		

## ARTICLE 15 UNIFORMS

Each employee shall receive seven hundred dollars (\$700.00) each year for uniform allowance. This allowance shall not be paid directly to the employee but shall be an amount that each employee shall be able to charge for uniforms from departmental approved companies. Specific uniforms and charging terms shall be addressed in the departmental SOP's. The department shall provide and maintain all firefighting gear as listed below.

### **All Firefighting gear:**

Boots	Gloves	Suspenders	Bunker Pants	Bunker Coat	Webbing
Flashlight	Hood	Helmet			

## **ARTICLE 16 VACATION**

All employees shall earn vacation time as follows:

	<u>56-Hour</u>	<u>40-Hour</u>
0-3 yrs	3.7 hours per pay	2.6 hours per pay
4-8 yrs	6.5 hours per pay	4.6 hours per pay
9-13 yrs	9.2 hours per pay	6.4 hours per pay
14-18 yrs	10.1 hours per pay	7.1 hours per pay
19 & over	12 hours per pay	8.4 hours per pay

Employees with a vacation bank exceeding 400-hours on December 10 of each year shall be paid for any unused vacation hours above the 400-hour limit. Employees are encouraged to use accrued vacation hours in lieu of buyout. Vacation time shall be used in increments of four (4) hours. For employees with previous government service, those years of previous service shall be used in figuring the accrual of vacation time. Previous service shall be used only in figuring the amount of time off and not in seniority of scheduling time off. Employees may be paid at a 1:1 rate for all hours over the current year's allowable carryover hours. If a member dies while employed with the township in paid status, any accrued but unused compensatory time to the Member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the member at the time of death.

## **ARTICLE 17 HOLIDAY TIME**

All employees shall receive eighty (88) hours of Holiday time per year. Holiday time will be accrued eight (8) hours per day for eleven (11) holidays: New Year's Day, Martin Luther King Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Patriots day, Veterans Day, Thanksgiving Day, and Christmas Day. Holiday Time will be accrued after the holiday. Holiday time used shall be in increments of eight (8) hours. Holiday time not used shall be paid for at the regular fifty-six (56) hour rate the first pay deposit in December. If a member dies while employed with the township in paid status, any accrued but unused compensatory time to the Member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the member at the time of death.

## **ARTICLE 18**

### **COMPENSATORY TIME OFF**

All employees shall have the opportunity to receive compensatory time off in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. No employee shall accumulate more than one hundred twenty (120) hours of compensatory time. After an employee reaches one hundred twenty (120) hours of accumulated compensatory time, overtime payment must be taken for overtime worked. Employees shall be able to carry over seventy-two (72) hours of compensatory time to the following year. At least three (3) hours of compensatory time must be used per occurrence and must be approved by management. Employees shall be paid at a 1 to 1 rate for all hours over the 72 hour carryover, not to exceed 48 hours, the first pay of December. If a member dies while employed with the township in paid status, any accrued but unused compensatory time to the Member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the member at the time of death.

## **ARTICLE 19**

### **TRADE SHIFTS**

A Member is permitted to trade or substitute time with another Member with prior written approval of the Member's shift supervisor. Both the Members volunteering to trade time must evidence their consent, in writing, prior to the substitution. The original scheduled shift of each Member shall be considered hours worked for purposes of overtime compensation. Should a Member agree to substitute for another Member, and should the substituting Member call in sick, the substituting Member shall have his accrued sick leave deducted to cover the absence.

## **ARTICLE 20**

### **FUNERAL LEAVE**

Each employee shall be entitled to forty-eight (48) (56-hour employees), 36 hours (40-hour employee) hours of Funeral leave with pay. Such leave will be granted for a death in the employee's family, which includes spouse, child, sibling, parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, step-child, spouse's grandparent, brother-in-law, sister-in-law, aunt, uncle, stepbrother, stepsister, half-brother, half-sister, or grandchild. Any Member will be permitted to apply for funeral leave due to the death of "Person of Significance" in the members life. This leave will be granted at the sole discretion of the Fire Chief. In the event a funeral is held outside the State of Ohio, the employee will be entitled to seventy-two (72) (48 hours for 40 employee) hours of funeral leave. Funeral leave shall start the first full working day after the death. Any additional time off shall be approved by the Fire Chief and, if approved shall be deducted from the employee's accumulated sick leave.

## **ARTICLE 21 SICK LEAVE, PERSONAL TIME**

All 56-hour employees shall accumulate sick leave at the rate of 11 hours per pay, 40 hours employees shall earn 7.7 hours per pay. Sick leave used is at the rate of one (1) to one (1). All employees with previous government service may carry over the amount of sick leave in their bank from their previous employer not to exceed the maximum amount allowed by Jerome Township Division of Fire. Any employee who calls off duty the day prior to, the day of or the day following a recognized holiday shall forfeit the members earned holiday time for that holiday. Members on extended approved sick, injury or family leave shall not forfeit holiday time. Upon retirement or resignation, the employee shall be paid at the rate of one (1) hour of pay for each four (4) hours to a maximum of 1,000 paid hour ( $4,000/4 = 1000$ ) of accumulated and unused sick leave. If a member dies while employed with the township in paid status, any accrued but unused sick leave to the Member's credit shall be paid, at a rate of 1 hour pay for each 4 hours of accumulated time, in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the member at the time of death.

All employees shall have forty-eight (48) hours (56-hour employee), 16 Hours (40-hour employee) of Personal time available to them per year. Any unused personal time shall not be carried over to the next year.

## **ARTICLE 22 INJURY LEAVE**

Any employee injured during the performance of his duty is entitled to receive his regular salary during his period of disability. Such period of disability shall not exceed one hundred- and eighty-day (180) calendar days after which revaluation will take place and an additional one hundred and eighty days may be granted. The employee shall notify his supervisor immediately (48 hours) if injury leave is to be requested. The Fire Chief may require medical statements from the attending physician regarding the treatment and expected date of recovery. Before returning to work, the employee must obtain a statement from the physician to certify that the employee is able to return to work. Any employee requesting injury leave shall fill out appropriate injury paperwork as well as filing for Workers' Compensation. Any benefits received by the employee from Workers' Compensation shall be turned over to the Township. If an injury is disputed by the Township the employee may utilize any leave owed to him until a decision can be reached. If said decision is in favor of the employee any leave used shall be credited back to the employee.

## **ARTICLE 23 UNION TIME**

The Local is entitled to a total of one hundred forty-four (144) hours off for a two (2) year period to perform Local functions including, but not limited to, the investigation and processing of grievances, negotiations and preparation therefore, attendance at regular and special meetings, conventions, seminars, conferences, and other Union activities and may include travel time. The Local President shall approve all Union Time Off and provide notice to management.

## **ARTICLE 24 JURY DUTY**

A Member, while serving upon a jury in any court of record, will be paid such Member's regular salary for the time actually served. Upon receipt of payment from jury service, the member shall submit jury duty fees to the Fire Chief who will then deposit said funds with the township clerk. Time so served shall be deemed active and continuous service for all purposes.

## **ARTICLE 25 LAYOFF AND RECALL**

### **Notification to Union.**

In case the layoff of Members is anticipated, the Township shall notify the Union of the impending layoff. The Township and the Union shall meet to discuss possible alternatives.

### **Layoff Notice.**

Affected Members shall receive notice thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the rationale for the layoff and whether the layoff is to be of a permanent nature (i.e., expected to be of more than one year's duration).

### **Layoff Order.**

The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of Members in a particular rank are necessary, such Members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior up to the number of Members that are to be laid off. A Member in a higher rank with more Departmental seniority may displace a less senior Member in the next lower rank, and in succeeding lower ranks, until the youngest Member(s) in point of service are laid off. In all cases, Members who bump into a lower classification (and/or rank) carrying a lesser salary than that previously held shall only be entitled to the salary established for that particular classification (and/or rank) into which the Member bumps. In all cases of layoffs, part time personnel will be laid off first before any full-time members are laid off.

### **Recall List.**

Members who are laid off shall be placed on a recall list for a period of five (5) 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 and the work in the job classification to which they are recalled without further training or certification. A member must notify the chief of any change in address or phone number to be considered on the recall list.

**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 by the Member. It shall remain the Member's obligation to notify the Township of any changes of address. In order to preserve rights to reinstatement, the Members must notify the Fire Chief in writing of the intention to return to duty with the Jerome Township Fire Department. The notification of the intention to return to work must be received by the Fire Chief no later than twenty-one (21) days after the Notice of Recall is sent to the Member.

**Effect of Recall.**

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 service credit for 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 service, provided that no Member shall be entitled to return to such Member's former rank, shift and/or unit. If, during the five (5) year duration of the recall list, a Member is recalled to a rank lower than that previously held at the time of the layoff, then should the Member's former rank be reestablished and become available during the five (5) year duration of the recall list, such Member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one Member who previously held such rank, then the appointment shall be based upon seniority in that rank; provided, however, that ties in seniority within a rank will be broken based upon total seniority in the Jerome Township Fire Department. In all cases, a Member's right to appointment to any rank shall expire upon the expiration of the 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 Fire Department.

**Seniority.**

For purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous active service as a sworn, regular, full-time Firefighter/Paramedic, Lieutenant/Paramedic and/or Battalion Chief/Paramedic appointed pursuant to Ohio Revised Code 505.38 in the Jerome Township Division of Fire. Once continuous service is broken, a Member loses all previously accumulated seniority. Continuous service shall be deemed broken when a Member resigns, retires, is discharged or fails to timely return to work after an approved leave of absence. Ties in seniority with other Members shall be resolved by listing Members' last names in alphabetical order beginning with the letter "A".

**ARTICLE 26**  
**DRUG FREE WORKPLACE**

1. The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with the high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other employees and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all Members to report for work in a condition to perform their duties; and to expect Members to comply with all federal, state and local alcohol and drug laws. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on members during work hours will not be tolerated. Any violation of the following or the refusal to comply with it may result in discipline, up to and including discharge.
  - A. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances.
  - B. The use, sale, transfer or possession of alcohol while on the job is prohibited.
  - C. Members are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to members taking prescription or over-the-counter medication that may cause impairment unless such medications are disclosed to the Fire Chief or supervisor prior to beginning work and the Member is permitted to begin work notwithstanding the taking of such medications. Members who are determined to be unfit may be released from duty and sent home.
  - D. Off the job use of alcohol which could adversely affect a Member's job performance or which could jeopardize the safety of other employees, the public, or township facilities, or where such activities adversely affect the public trust in the ability of the Township to carry out its responsibilities, is also prohibited.
  - E. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance and attendance are affected will not be tolerated. Members who have a substance abuse problem should contact their physician, a drug abuse counselor, or other qualified person, or if they so choose, they may contact their supervisor and/or Union.
2. Upon reasonable suspicion that a Member has used or is under the influence of illicit drugs or controlled substances or has used or is under the influence of alcohol on the job, the Member SHALL be ordered to undergo a screening test(s). Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom

indicating the Member in question has used or is under the influence of illicit drugs or controlled substances or has used or is under the influence of alcohol on the job. Reasonable suspicion is conclusively presumed to exist in the event of a motor vehicle accident resulting in serious property damage or personal injury. If the test(s) is positive, indicating that the Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a confirmatory test. A positive result from an alcohol test means the detection at levels in excess of the threshold levels set forth in Ohio Revised Code Sections 4522.19(A) and (B), respectively. The Fire Chief may place a Member on administrative leave without the loss of pay before the time the confirmatory test results are complete. Screening and confirmatory tests shall be made only by persons or institutions qualified to administer such a test. A Member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such Member's supervisor in advance of assuming the Member's duties. The Township shall have the right to promulgate such other and/or additional procedures, not inconsistent with the provisions contained within the Article, with respect to sample collection, chain of custody procedures and the like.

3. If the screening and confirmatory tests are positive, the Township may discipline the Member as outlined in the BWC Drug Free Workplace Policy. Furthermore, a Member who refuses to submit to any ordered test shall be deemed insubordinate and shall be subject to disciplinary action up to and including discharge.
4. A member who notifies the Department of such a member's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. A Member participating in such a program will be allowed reasonable use of such a Member's accrued but unused sick leave and/or vacation leave for absences due to actual participation. If no such leave time is available, the member may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. A Member approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program at the Townships expense. While participating in such a program, the Member shall be required to authorize the release of sufficient information so as to enable the Fire Chief and/or Board of Trustees to determine that the Member is actively participating in and/or has completed such program. Upon completion of the program, a Member shall be retested in order to determine that the Member is no longer abusing any prohibited substance. If the retest demonstrates the Member is no longer abusing any prohibited substance, the Member may be returned to an available position for which the Member qualifies. Furthermore, the Member shall be subject to periodic retesting for drugs and alcohol upon such Member's return for a period of one (1) year. A Member shall be subject to disciplinary action up to and including discharge if the Member: (1) refuses to take a screening of confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within one (1) year after the Member's return to work upon completion of an approved counseling and rehabilitation program.

5. Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable state and federal law.
6. The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the Fire Chief and for any counseling and rehabilitation program.
7. The parties understand that The Bureau of Workers' Compensation ("BWC") may provide incentives to those employers implementing a Drug-Free Workplace Program. The Union agrees to work with the Township to mutually develop changes to this section that will allow for/or comply with any BWC programs or incentives.

## **ARTICLE 27 HEALTH AND FITNESS PROGRAM**

The Township and Local agree that a fitness and health program would be of much benefit to both parties. The Township and local agree to collectively work toward a comprehensive fitness and health program that will be agreed upon in this contract. Once the fitness and health program is mutually agreed upon it will be added by a memorandum of understanding.

## **ARTICLE 28 GRIEVANCE PROCEDURE**

The Township and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

### **Definitions:**

**GRIEVANCE:** A grievance is a written claim or dispute based upon the interpretation, meaning or application of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action.

**DISCIPLINARY ACTION:** For purposes of this Agreement, disciplinary action is any reduction in pay or position (except voluntary), removal, suspension, disciplinary transfer, written reprimand or verbal reprimand.

A grievance may be initiated by any employee or the President of Local No. 3555, IAFF, or his designee, on behalf of bargaining unit members. The grievance must be presented within ten (10) calendar days of the date on which the grievant became aware or should have become aware (but in no event to exceed thirty (30) calendar days of the occurrence unless concealed) of the occurrence or it will be considered not to have existed.

A grievance may be initiated at any step of this Grievance Procedure if the Fire Chief and the Union President mutually agree, in writing, to waive prior steps.

The time limits prescribed in the following steps in this section may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. It is understood and intended that these time limits will be adhered to by both parties unless so extended in writing, and each party recognizes that its failure to meet such time limits, should such failure become a pattern, may justify an arbitrator in treating such time limits as only directive in a subsequent proceeding where the other party has failed to meet a time limit. Furthermore, failure to answer a grievance at any step within the prescribed time limits shall be considered a denial of the grievance, and it shall automatically proceed to the next step. (This automatic appeal shall not be used as an excuse not to answer a grievance.)

Step 1: The grievance shall be first submitted to the immediate supervisor in writing on the designated grievance form mutually developed by the Township and the Union. The immediate supervisor shall give his/her answer to the aggrieved within ten (10) calendar days from the date of its submission. Nothing herein shall preclude oral presentation, discussion, and resolution of disputes.

Step 2: If the answer in Step 1 is not satisfactory to the Union, the grievance may then be submitted in writing on the designated grievance form to the Fire Chief. Such an appeal shall be filed within ten (10) calendar days of the receipt of the answer to Step 1. Upon receipt of the grievance, the Chief or his designee shall, within six (6) calendar days, meet with the employee and/or the President of the Union or his designee in an attempt to resolve the grievance. Within six (6) calendar days of such meeting, the Chief shall deliver his answer, in writing, to the employee and/or the President of the Union or his designated representative.

Step 3: If the answer in Step 2 is not satisfactory to the Union, the grievance may be presented to the Chairman of the Board of Trustees within ten (10) calendar days. Upon receipt of the grievance, the Chairman or his designee and the Fiscal Officer if grievance relates to articles six (6) through nineteen (19) shall, within ten (10) calendar days, meet with the employee and/or the President of the Union or his designee in an attempt to resolve the grievance. Within ten (10) calendar days of such meeting, the Chairman or his designee shall deliver his answer, in writing, to the employee and the President of the Union or his designated representative.

Step 4: If the answer in Step 3 is not satisfactory to the Union, the grievance may be submitted to arbitration.

(a) Any grievance which is not resolved through a grievance procedure may be submitted to arbitration upon the request of the Union; such request to be made, in writing, to the Township within thirty (30) calendar days of the Union's receipt of the Township's answer to Step 3 of the above grievance procedure.

(b) Simultaneously with the submission of the request for arbitration to the Township, the Union shall request that the Federal Mediation and Conciliation Service submit a panel of seven (7) names to the Union and the Township, from which a single arbitrator shall be selected. Upon receipt of that panel, the parties will meet within five (5) calendar days to select the arbitrator by

alternately striking names from such panel until one name remains, that person to be appointed as arbitrator for purposes of the specific grievance involved. The first party to strike a name in the selection process shall be determined by a flip of a coin.

(c) The arbitrator, in rendering his decision, shall state which provisions, if any, of the Contract were violated; the arbitrator shall not add to or subtract from the terms of this Contract.

(d) All proceedings under this Section shall commence and be carried to a conclusion as expeditiously as possible.

(e) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator, hearing room expense (if any), the costs of a reporter and transcript (if mutually requested), and the incidental expenses of arbitration mutually agreed to in advance, shall be borne by the losing party of such arbitration. The arbitrator shall identify the losing party.

(f) The decision of the arbitrator shall be final and binding upon the parties hereto. The decision shall be rendered within thirty (30) calendar days following close of hearing. Where post hearing briefs are filed, the hearing shall be considered closed upon the arbitrator's receipt of such briefs.

In each Step of the grievance procedure outlined in this Article certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other persons not specifically designated 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 designated to attend that such additional representatives or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

The Township and the Union shall develop a Grievance Form. Such forms will be supplied by the Employer. The Grievance Form will be made available to the grievance representatives. The Grievance Form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the Form shall be dated.

**ARTICLE 29**  
**RIGHT TO RENEGOTIATE**

The Union and The Township agree in the event of financial hardship to the Fire Division budget the two parties will meet to resolve any financial deficiencies.

**ARTICLE 30**  
**SAVINGS CLAUSE**

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this agreement shall remain in full force and effect.

**ARTICLE 31**  
**PROBATIONARY 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 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 recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such termination in a court or any other tribunal or body. The probationary period may be extended six months, at the discretion of the Fire Chief.

**ARTICLE 32  
DURATION OF AGREEMENT**

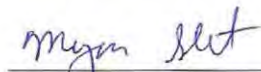
This Agreement is in full force from January 1, 2021 through December 31, 2023, Signed and dated this date: December 29, 2020.

Signed and dated in Jerome Township, Ohio this 29th day of December 2020


For the Township of Jerome

  
\_\_\_\_\_  
Joseph Craft

  
\_\_\_\_\_  
Charles Lovejoy

  
\_\_\_\_\_  
Megan Sloat


For the I.A.F.F. Local 3555

  
\_\_\_\_\_  
Derek Hess, President

  
\_\_\_\_\_  
Vince Converse, Vice President

  
\_\_\_\_\_  
Chris Stricker, Secretary

Attest:

  
\_\_\_\_\_  
Robert Caldwell, Fiscal Officer