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AGREEMENT BETWEEN  
PIERCE TOWNSHIP, OHIO AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4979  
2012-REP-11-0134  
EFFECTIVE:  
DECEMBER 26, 2021 THROUGH DECEMBER 21, 2024

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## **Article 1 - Preamble**

THIS AGREEMENT IS EFFECTIVE DECEMBER 26, 2021 THROUGH DECEMBER 21, 2024.

The following Contract by and between the Pierce Twp, Ohio hereinafter referred to as the Employer, and Local 4979, International Association of Firefighters hereinafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 4117.09(A) in the Ohio Collective Bargaining Law. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other term and conditions of employment.

## **Article 2 - Recognition**

Section 1. Bargaining Rights. The Employer recognizes the Union as the sole and exclusive representative of all employees as hereinafter defined.

Section 2. The Employer hereby recognizes the IAFF, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all full-time Firefighters, Lieutenants, and Captains within the Pierce Township Fire Department of as certified by the State Employment Relations Board in Case Number 2012- REP-11-0134.

Section 3. The Chief, Assistant Chief, all Seasonal and all part-time employees of the Fire Department are specifically excluded from the bargaining unit.

All reference to firefighters and officers in the agreement shall include both sexes; wherever the male gender is used it shall be construed to include male and female employees.

Section 4. Subjects for Bargaining: The Union has sole and exclusive bargaining rights under this agreement with respect to those mandatory subjects of bargaining defined under ORC 4117.

### **Article 3 - Consideration**

Section 1. Nondiscrimination: The parties agree that their respective policies will not violate the rights or discriminate against any employee covered by this Contract because of sex, creed, color, age, national origin, political affiliation, or in the application or interpretations of the provisions of the Contract.

Section 2. No department supervisor or representative of the Township shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

Section 3. It is the general purpose of this Agreement to promote the mutual interests of the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise; to establish proper standards of wages, hours and other conditions of employment which will provide and maintain a sound economic basis for the delivery of public services; to provide for the operation of the services delivered by the Township under methods which will ensure economic and efficient operation. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## **Article 4 - Management Rights**

Section 1. IAFF Local 4979 recognizes the rights of the Employer and the Chief of Fire Division to operate and manage its affairs in all respects, in accordance with its responsibilities and the powers or authority which the Employer has not abridged, delegated or modified by this Contract and such powers or authority are retained by the Employer.

Section 2. These management rights include, but are not limited to the following:

- A. To utilize personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the Employees of the Fire Division.
- C. To hire, schedule, promote, transfer, assign, train or retrain Employees in positions within the Fire Division.
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the Employees for just cause.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the shift schedules, days and starting and quitting times for the Fire Division.
- G. To determine the mission of the Employer and the methods and means, necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the performance of services.
- H. The Employer has the right to schedule overtime as required in the manner most advantageous to the Employer and consistent with the requirements of municipal employment in the public interest.

- I. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the Employee.
- J. The Employer retains the right to establish reasonable rules, regulations, and rules of conduct. Rules, regulations, and rules of conduct which are specifically cited by provisions of this contract may not be changed without negotiations and agreement of IAFF Local 4979. Any change that constitutes a change in the Hours, Wages or terms and conditions of employment must be bargained with the local prior to implementation.
- K. The above rights of Management are not all inclusive but indicate the type of matter or rights which belong to and are inherent to Management. Any of the rights, powers, or authority the Employer had prior to the signing of this Contract are retained by the Employer, except those abridged, delegated, or modified by this Contract.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement, as outlined in ORC 4117.08.



## **Article 5 - Payroll Deductions**

Section 1: Union Dues. Upon the written authorization of the employee, the Employer agrees to deduct bi weekly from the wages of each employee the sum certified as Union dues, and direct deposit the sum to the Union bank account. Account information is to be provided by the union. Such authorization must be forwarded to the Finance Director within thirty (30) days prior to the effective date. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Payroll deductions will not be implemented or modified without a written authorization. Employees desiring to withdraw their payroll deduction authorization will notify the Employer and the Union in writing.

Section 2: House Fund. Each member of the Pierce Township Fire Department shall, in addition to any other deductions, have an amount verified to the Finance Department by the employee association deducted from his or her bi-weekly pay. This money shall be directly deposited in to the House Fund account.

## **Article 6 - Seniority**

Section 1. The original seniority list shall be established by the employee's appointment to the Pierce Twp Fire Department as set in appendix B. After the original seniority list is established, those added shall be added to the end of the seniority list based on their hire date of full-time employment with the Pierce Twp Fire Department.

Section 2. The Chief will establish seniority list by date of original appointment to full time employment with Pierce Township. The list shall be updated as needed. A copy of each list shall be distributed to the Secretary of the Union on the date of posting.

Section 3. Seniority shall govern the dispensing of all privileges provided by and listed as governed by seniority in this agreement. Any new privilege that arises during the life of this agreement shall be referred to the Labor/ Management Committee for determination of the applicability of seniority prior to the granting of the privilege.

Section 4. When the annual transfer list is being prepared, the most senior officers and most senior firefighters shall contact the Chief and request their preference for shift and station assignment. The chief is under no obligation to grant such request, if at the sole discretion of the chief, such request interferes with the operation of the fire department.

Section 5. Should it become necessary for the chief to transfer an employee to a different shift, the employee shall be afforded a thirty (30) day notice prior to being transferred.

## **Article 7: Probationary Employees**

Section 1. Each new employee shall be required to serve a probationary period of twelve (12) months. The probationary period shall begin upon the employee's first day of full-time employment and conclude after twelve (12) months of service with the Township. A newly hired probationary employee may be terminated during his probationary period with or without cause and shall have no right of appeal to arbitration and/or civil service under this Agreement.

Probation may be extended for a minimum of 30 days up to a maximum of 180 days with the agreement of the union.

## **Article 8: IAFF Representation**

Section 1. Non-employee representative(s) of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances, attending meetings or attending contract negotiations.

Section 2. At the sole discretion of the officer in charge, Members shall have the right to engage in union activity while at work. So long as the activity does not interfere with the member's duties as an employee.

- A. Union members shall have the right to vote on officers, tentative contract agreements, fact-finders reports and any other general union business while on duty.
- B. Union members shall have the right to attend monthly membership meetings, executive board meetings and committee meetings of the local while on duty. So long as it doesn't interfere with the employees' duties. Members shall only attend if the meeting is at the station in which they are assigned. Members on duty and assigned to a different station shall be allowed to participate in the meeting via any electronic format. Members who are assigned to the shift officer in charge and staffing levels permit, shall be able to attend meetings regardless of where they are stationed.

Section 3. No employee shall be recognized by the Employer as an IAFF representative until the IAFF has presented the Employer with written notification of the person's selection as an IAFF representative.

Section 4. Rules governing the activity of IAFF representatives are as follows:

- A. The IAFF agrees that no official of the IAFF, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF business during

working hours except to the extent specifically authorized herein or approved by the Fire Chief or their designee.

- B. The representatives shall be permitted reasonable time to investigate, resent, and process formal grievances on the Employer's property without the loss of pay or accumulated benefit during their regular working hours. The representative shall make all reasonable efforts, however, to process all grievances during non-working hours.

Section 5. An IAFF employee representative who is off duty during, and participates at, a scheduled meeting between the Employer and the IAFF to negotiate a new collective bargaining agreement shall receive no compensation for actual hours spent at the meeting. Members shall not be able to attend negotiation sessions while on duty, unless approved by the township.

Section 6. The employer recognizes the IAFF's exclusive right to manage its affairs and the Union retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Ohio and the United States.

Section 7. At each station, the Local shall be permitted to maintain a union bulletin board to contain union information, updates and events. The location as size of the bulletin board will be agreed upon, and the cost of the board and maintenance will be covered by the Local.

## **Article 9 - Union Business Leave**

Section 1. A pool of voluntary time donated by the bargaining Unit members from their accrued vacation or compensatory time balances shall be established to compensate members for time spent on union business on an hour for hour basis. Time spent on Union business during working hours shall be considered as hours worked, but shall not be calculated at the overtime rate. The maximum amount of accumulated hours in the Union pool shall not exceed ninety-six (96) hours which represents four (4) working tours. Union business includes participation in conventions, pension business, and educational conferences, handling of grievances and to attend to the normal operating functions of the Union. There shall be a maximum of one (1) Employee on any such leave on any one tour. Accrued union business leave does not expire until it is utilized.

Section 2. Employees of the bargaining unit shall be relieved of duty and permitted to engage in contract negotiations while on duty at no loss in pay, provided their participation does not interfere in current duty requirements.

## **Article 10 - Grievance Procedure / Arbitration**

### PARAGRAPH A.

Section 1. A grievance is defined as a specific violation of a term of this Contract, or disciplinary action taken against an employee. Each written grievance must state the Article of the contract where the violation has occurred, a statement as to why the employee or group of employees feel they have been grieved and the remedy requested to settle the grievance.

Section 2. Any step in the grievance procedure outlined below may be skipped on any grievance by mutual consent. In the absence of such mutual consent at any step where a response is not forthcoming within the specified time limits, the grievance will be presumed accepted by the employer and the remedy sought awarded to the aggrieved. In such a case as the grievant does not agree with the employer's response, the grievant must present his grievance to the next step in the grievance procedure in order to obtain further consideration. A copy of all grievances and all responses will be forwarded to the President of IAFF 4979.

Section 3. The term calendar days in this agreement are intended to be business days. Excluding Saturday, Sunday, Employer recognized holidays and the day before and after Employer recognized holidays. Time limits shall start the day after the grievant received the response. Email shall be considered an accepted form written responses in this agreement.

Section 4. The union shall form a grievance committee. The union shall provide the chief with a current list of committee members. The purpose of the committee is to assist the grieved and the employer with a grievance issue prior to the grievance being filed at step one (1). Neither the grieved nor the employer is under any obligation to address the grievance in this format. If the employee elects to address the grievance through the committee format, he/she must inform the Chief of this decision within five (5) calendar days following the date of occurrence or when the employee or Union should have knowledge of the occurrence

or of the facts upon which the grievance is based. If the employee elects to address the grievance through the committee format, the parties agree that all time requirements to file a grievance at step one (1) shall start after the committee, employer and grievant meet. If the employee does not elect to address the grievance through the committee format, or does not inform the Chief of his/her intention to address the grievance through the committee format within the five (5) calendar day time requirement, the time requirements in step one (1) shall take effect.

Step 1. The employee or group of employees shall present their grievance in writing to his or their supervisor at the time the events upon which the grievance is based occurred for his disposition. This must be done within fourteen (14) calendar days following the date of occurrence or when the employee or the Union should have had knowledge of the occurrence of the facts upon which the grievance is based. The grievant may, if he or they so desire, be accompanied by a member of the IAFF 4979 Grievance Committee of their choosing at all steps.

The supervisor shall reply in writing to the aggrieved within ten (10) calendar days. If the aggrieved employee or employees do not agree with the response in step one, the aggrieved shall move to the second step of the procedure within ten (10) calendar days after receipt of the decision rendered in this step.

Step 2. The grievance, together with all correspondence, shall be submitted to the Chief. The Chief shall investigate and schedule a grievance meeting within five (5) calendar days. The meeting shall take place no later than fifteen (15) days after receipt of the grievance. The Chief shall give his answer to the Union and the aggrieved in writing within ten (10) calendar days after termination of such grievance meeting. Both, the Union and/or its representatives and Management shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. Any witness shall be able to provide testimony regarding the event or events



surrounding the grievance without repercussion to himself or any other employee.

Step 3. The grievance shall be presented to the Township Administrator or his designee no later than ten (10) calendar days after the receipt of an unacceptable decision rendered at Step 2. A meeting shall be scheduled within five (5) calendar days after the filing of the grievance at Step 3. The decision of the Township Administrator or his designee shall be given within ten (10) calendar days of said meeting.

Step 4. The grievance shall be presented to the Township Trustees no later than ten (10) calendar days after the receipt of an unacceptable decision rendered at Step 3. A meeting shall be scheduled within five (5) calendar days after the filing of the grievance at Step 4. The decision of the Township Trustees shall be given within ten (10) calendar days of said meeting. If the aggrieved employee does not notify the Township Trustees through the President of the IAFF of his dissatisfaction with the decision rendered, the grievance shall be considered resolved.

Step 5. Failure to resolve any grievance processed through Step 4 will result in the grievance being referred to an Arbitrator, provided written notice for the same is made by the IAFF President within Fifteen (15) calendar days after the receipt of the decision of the Township Administrator or his designee. In the event that the IAFF President or his designee should fail to serve such written notice on the agency from which the Arbitrator is to be provided and the Township Administrator or his designee, the grievance shall be considered settled. The arbitrator shall be chosen from a listing provided by the Federal Mediation and Conciliation Service (FMCS) or **American Arbitration Association**. The listing may be requested by the IAFF and/or the Employer.

#### PARAGRAPH B.

Section 1. The arbitral forum here established is intended to timely resolve disputes between the parties only over the interpretation or application of the

matters which are specifically covered in this Contract and which are not excluded from arbitration.

Section 2. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Contract or addendum to this Contract nor to rule on any matter except while this Contract is in full force and effect between the parties. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case the grievance will be denied.

Section 3. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

Section 4. If the arbitration upholds the grievance as set forth by the Union and grants the remedy sought by the Union, the Employer shall bear the expenses of the arbitrator, including any legal fees incurred by the aggrieved during the arbitration process. If the arbitrator denies the grievance, the Union shall bear the expense of the arbitrator. In all other circumstances, the expense of the arbitrator shall be shared equally by the parties and the Employer shall pay half the cost of any legal fees incurred by the aggrieved during the arbitration process. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.

Section 5. The Arbitrator's decision shall be final and binding on the IAFF, on all Bargaining Unit Employees, and on the Employer.

Section 6. IAFF representation at steps one and two of the grievance procedure shall be limited to the designated representative and the aggrieved Employee. The IAFF President and/or Legal Counsel may accompany the grievant and the designated representative at Steps 3 and 4. By mutual agreement additional persons may be designated to attend.

Section 7. Decisions made at any level below that of the Chief shall not be

interpreted as setting a precedent, and the Chief reserves the right to take official action without prejudice, based on his own findings in each grievance.

Section 8. The Employer is authorized to pay grievance settlements. In the event the award is to the union or a bargaining unit employee, the township shall pay all legal fees incurred by the local or the bargaining unit member.

Section 9. By mutual written agreement of the parties, time limits as set forth in the grievance procedure may be extended.

Section 10. Class grievances may be initiated by IAFF Local 4979 at Step 3 of the grievance procedure, subject to the time limits of Step 1.

Section 11. The grievance form will be subject to approval by both the IAFF and the Employer. The form shall be made available electronically by both parties.

## **Article 11 - Discipline and Discharge**

Section 1. No employee shall be disciplined or discharged without just cause. The township must inform the employee of their right to union representation in writing prior to any meetings or questioning that may result in discipline.

Section 2. During the first twelve (12) months of their employment with the Fire Department, all employees are considered to be probationary employees,

Section 3. Any employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty, conviction of criminal charges, misfeasance, malfeasance, nonfeasance, discourteous treatment of the public, failure to pay just debts, violation of the Pierce Township Fire Department Rules, Regulations, general or special orders, and any other failure of good behavior, or an accumulation of minor infractions

Section 4. Discipline shall be accomplished in a constructive, progressive manner, so as to rehabilitate and correct an offender. Discipline is not intended to be punitive in nature.

Section 5. The types of disciplinary actions that may be taken will include documented warning, documented verbal, written reprimand, suspension without pay, and demotion in rank or dismissal/termination. The type of disciplinary action taken shall be consistent with the severity of conduct and whether it is a repeat offense.

Section 6. No employee shall be disciplined without first meeting with their immediate supervisor. No employee shall be demoted, or dismissed without the Chief first meeting with the employee. In special cases, such as an employee's gross misconduct which conduct (a) endangers the health and safety of any Township employee, citizen or visitor to the Township or (b) subjects the Township to civil or criminal liability of any form, or (c) the Chief or Board of Trustees feel could prevent the Township from providing services to the

Township, or if the employee is repeatedly absent from scheduled duty without authorization, the employee may be suspended with pay pending a meeting, but such meeting must be held promptly. On suspension, the suspended employee may request a hearing to be held by the close of the next succeeding workday. The Union President or designee shall have the right to attend such meeting subject to the disciplined employee's desires. Any such meeting shall, at the request of the employee, be continued to permit his Union President or designee to attend or in severe cases the meeting shall be scheduled to allow the locals IAFF representative to attend.

A. Discipline above that of a written reprimand requires that:

1. Written notice be given to the employee of the charges against him and the evidence upon which they are based within ten (10) working days of management's knowledge of the alleged incident.
2. A hearing before the Fire Chief and a neutral and detached administrator, who was not involved in any of the events giving rise to the suspension, shall be held within ten (10) working days of the notice provided in paragraph one of this subsection. This administrator shall be appointed by the township administrator or their designated representative. The employee shall be afforded, at the hearing, a fair opportunity to be heard in opposition to the charges against him including the right to question witnesses.
3. The employee has a right to have with him two (2) IAFF representatives of his choosing.
4. Following the hearing, the neutral administrator shall issue a written decision setting forth his/her findings and issuing the discipline imposed, if any.
5. The employee shall be informed of the neutral administrator's decision and the reasons for it in writing within ten (10) working days of the hearing.
6. The employee may waive the pre-suspension hearing. If the employee grieves

the suspension without pay, such grievance will proceed directly to Step 3 of the grievance procedure in Article Ten (10) of this agreement.

## **Article 12- Hours of Work and Overtime**

Section 1. The average workweek for all bargaining Unit Members is forty-eight (48) hours. The standard work period for all bargaining unit Employees shall consist of an average during a calendar year of ninety-six (96) hours per fourteen (14) day work period.

Section 2. So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local government fire department Employees, the Employer shall pay overtime in accordance with the provisions of the Act, this Article and the existing rules and regulations of the Pierce Township Fire Department. There shall be no pyramiding of overtime rates.

Section 3. For purposes of this Agreement, a standard workday or tour-of-duty for a ninety-six (96) hour Employee shall be defined as a twenty-four (24) continuous hour period, beginning with a starting time of 0600 hours (6:00 a.m.), followed by a forty-eight (48) continuous hour period off-time. A work period or cycle of fourteen (14) days is herewith adopted pursuant to section 207(k) of the FLSA.

Section 4. The normal work schedule for those not working a 24/48 schedule is a forty (40) hour workweek, which will usually consist of eight (8) continuous hours per day. The seven (7) day work period shall consist of five (5) eight (8) hour days followed by two (2) days off or four ten (10) hour days followed by three (3) days off.

Section 5. When there is a change from Eastern Standard Time to daylight savings time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

Section 6. Changes in an individual Employee's work cycle or days worked caused

by a permanent or temporary shift re-assignment and/or duty re-assignment shall not be considered a schedule change as provided for in this Article.

Section 7. An Employee assigned on twenty-four (24) hour shifts is to be paid an equal amount of base pay each pay period based on the Employee's annual projected compensation. The Parties recognize that hours of work under the normal tours-of-duty will fluctuate from week-to-week, and the fixed amount paid each two weeks represents straight-pay for whatever hours the Employee is called upon to work in a two-week period. The fixed pay is compensation for the normally-scheduled hours worked each two weeks, whatever their number. Since straight-time is already compensated in the bi-weekly pay, the half-time (1/2) method of calculating overtime compensation, for each fourteen (14) day work period, shall be utilized in accordance with 29 C.F.R. 778.114.

Section 8. Overtime

- A. Hours worked outside of the Employee's normally scheduled shift shall be compensated at one and one-half times (1.5x) their normal rate of pay, provided the total hours worked exceeds 96 hours per pay period. Sick time does not count as hours worked. The assignment, approval, documentation, compensation, and other matters regarding overtime, or hours worked beyond the regular work schedule, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, procedures, and regulations as determined by the Employer, except as otherwise required by federal wage and hour law, rules, and regulations.



- B. Call-Back Pay: notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-back time shall be paid for actual hours worked at the applicable overtime rate from the time of reporting but shall receive no less than two (2) hours pay as set forth in this Article.

For purposes of scheduling and appointing overtime the Employer will strive to maintain no less than one (1) full-time officer and one (1) full-time firefighter on duty. When scheduling overtime Bargaining Unit Members shall have first right of refusal before offering overtime to Non-Bargaining Unit personnel.

- C. Employees may trade shifts with another Employee during scheduled hours if prior approval is received from the Fire Chief or his Designee. Once the request for a trade has been submitted the Chief or the Chief's designee, the approval or denial of such trade shall be processed and the employee notified within 72 hours. After 72 hours, the trade shall be considered as approved. Any denial of trade time shall be accompanied by a *bona fide* reason as to why the trade was denied. The substituting Employee shall be excluded from receiving any overtime payments under the FLSA for hours of work. Only for bona-fide operational purposes shall a requested trade be denied. It is the responsibility of the Employee entering into the shift trade to track and hold accountability for the trade.
- D. Bargaining unit Employees above the rank of firefighter may attend bi-monthly staff meetings on their own time. Any meeting lasting over three (3) hours the Employee shall be compensated at one and a half times their regular rate of pay.
- E. Employees may elect to take all or any part of overtime hours in the form of compensatory time or cash payment according to the FLSA. Employees may accrue up to a maximum of four hundred (400) hours of compensatory time. Any balance of compensatory time earned in excess

of four hundred (400) hours shall be paid to the Employee in the next regular paycheck. Utilization of compensatory time off must be scheduled in advance with the chief at least 72 hours prior to the requested time off. Twice a year, on dates set by the Township, the Employee shall have the ability to cash out any or all accrued Compensatory Time.

Section 9. Nothing in this Article shall preclude the Employer from implementing any emergency schedule changes or assignments as determined in the sole discretion of the Department, in accordance with Article 4 - Management Rights.

- A. In cases of emergency declared by the President of the United State, the Congress of the United State, the Governor of the State of Ohio, the Ohio General Assembly, the Clermont County Sheriff, or the Pierce Township Board of Trustees, the following conditions of this Agreement may be temporarily suspended by the Employer:
  - 1. Time limits for the processing of grievances; and
  - 2. All work rule and/or agreements and practices relating to the assignment of Employees.
- B. Upon the termination of the emergency, if a valid grievance exists, it shall be processed in accordance with the provisions outlined in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

Section 10. In an effort to reduce the FLSA overtime liability to the Employer and to reduce the hourly work week to a more manageable level, the adoption of a Kelly Day shall be implemented as follows:

- A. Pursuant to 29 CFR 553.23, the Parties agree that a Compensatory Time Off policy for "FLSA Overtime" is adopted in lieu of overtime payments in cash for normally scheduled tours. This policy is established to address the maximum of one ninety-six (96) hours to be worked in a fourteen (14) day work period. It is the objective of the Parties that each Employee will work an average of forty-eight (48) hours per week, which

equates to one hundred six (106) hours in a fourteen (14) day work period. To address this situation, each Employee on a twenty-four (24) hour workday shall be entitled to compensatory time off on a regularly scheduled workday every twenty-one (21) day work periods. This compensatory time off shall be in the form of a twenty-four (24) hour work reduction day, and for purposes of convenience only shall be called a Kelly Day Off.

- B. Each Employee on a twenty-four (24) hour workday shall be entitled to a Kelly Day on a regularly scheduled workday in every twenty-one (21) day work periods. A Kelly Day shall consist of twenty-four contiguous hours of time off.
- C. Assignment of Kelly Days will as set in Appendix C of this agreement. When a Kelly Day becomes available, Employees shall be able to select vacated Kelley Days in the order of most senior to least senior.
- D. An Employee transferred from one shift to another shall have the ability to choose an open Kelly Day on the Employee's new shift.
- E. In the event of an Employee being mandated, Employee's shall have the ability to work their Kelly Day given that a shift is open.

Section 11. No Employee shall be mandated, ordered to work, during periods of vacation leave or the two days before or two days after their Kelly Day. Employees who are mandated to work by the chief or designee shall be compensated at their regular rate of pay, subject to the provision for overtime for total hours worked. The order of which an Employee is mandated shall be in a rotating order starting with the least senior to most senior Employee, with the only exception listed in this section.

- A. Should an employee be mandated to work, and the employee or immediate family member has a medical procedure or appointment, that employee shall be exempt from mandation and the mandation shall be given to the next employee on the mandation list. During this exemption from a mandation, the employee must provide a doctor's note within 72 hours.

- B. In the event there is an open shift on the schedule and an employee is to be mandated, the employee will be given 24 hours' notice. All employees are aware that open shifts can occur due to illness or injury, in the event an employee calls off sick/injured prior to their shift, employees may be mandated without 24 hours' notice.
- C. When an employee calls off prior to their scheduled shift and the time of call is after 10 p.m., mandations will be given to the employee highest on the mandation list that is currently working their scheduled tour as long as they are not exempt by conditions listed above. Call offs prior to 10 p.m. will mandate the employee highest on the mandation list.
- D. When an employee is off due to trading shifts with another employee, that employee will be exempt from mandations 48 hours and 48 hours after their shift trade.

## **Article 13-Layoff and Recall**

### Section 1. Layoff:

In the event the Employer determines that a layoff of Pierce Township Fire Department Employees is necessary due to lack of funds, lack of work or the abolishment of a position, the following procedures shall be followed:

- A. The Employer shall send notification to the Union indicating the need for the reduction of personnel. The Parties shall meet within 72 hours to negotiate the effects of a lay-off, to consider alternative proposals or plans. Should the Employer determine that need for a reduction in personnel still exists following the effects bargaining, the Employer shall send notice to the employees giving a thirty (30) day notification of the impending lay-off.
- B. Pierce Township Fire Department employees will be laid off in the inverse order of their seniority (i.e., least senior Employees being laid off first). Any lay-off shall proceed in the following order:
  1. Seasonal, temporary and casual employees;
  2. all part-time employees;
  3. full-time employees.
- C. In the event a bargaining unit member is laid off, he may, solely at the employee's discretion, receive full payment or partial payment for all accrued vacation, sick and/or compensatory time, as provided in this Agreement. The employee may choose to keep a balance of accrued time in escrow until the recall list in Section 2 expires or until the employee is called back to work. Any accrued leave in escrow and not paid to the employee at the time of lay off, shall be paid to the employee as a final check when the recall list expires. Should the employee be called back to work the accrued leave in escrow shall be placed back in the employee's appropriate bank(s).

Section 2. Recall:

In the event of a layoff, the Employer shall maintain an active "recall list" for a period not to exceed twenty-four (24) months. Whenever a vacancy occurs in a position for which laid off Employees are qualified, such Employees shall be recalled in accordance with their seniority in the reverse order that they were laid off, in accordance with the following provisions;

- A. Notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union. The Employer 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 employee.
  
- B. The recalled employee shall have five (5) calendar days following the date of the receipt of the recall notice to notify the Employer of his intention to return to work and shall return to work on the date and time specified in the notice unless a different date and/or time is agreed to by the Employer.
  
- C. No new employees shall be hired in the District until all full-time employees who are laid off have been given the opportunity to return to work.

## **Article 14 - Personnel File**

Section 1. Each Employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer and the inspection must be in the presence of the Employer. Appointments shall be scheduled during the regular working hours of the Township's administrative staff. An Employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any Employee may request, and will be given, copies of any documents in his/her official personnel file.

Section 2. The Union employees shall be afforded access to personnel files and records for the purpose of representation, grievance processing or other Union business. Such access shall be by scheduled appointment.

Section 3. If an unfavorable statement or notation is in the official personnel file, the Employee shall have the right to place a statement of rebuttal or explanation in the file. The Employer shall notify, and provide copies of all documents of a disciplinary or negative nature that are added to the Employees file. No anonymous material of any type shall be included in the Employee's official personnel file. The Employer shall maintain only one (1) personnel file for each Employee which shall be managed by, and under the control of, the Township Fiscal Office.

Section 4. Any record of discipline filed as a documented warning, documented verbal or written reprimands shall cease to have force and effect for disciplinary purposes one (1) year from the date of issuance and shall be moved to an inactive file kept by the employer, providing no intervening discipline has occurred during the twelve month period following the disciplinary action. Any record of disciplinary actions involving suspensions without pay or reductions in classification or rank shall cease to have force and effect for disciplinary purposes two (2) years from the date of issuance and shall be moved to an inactive file kept by the employer providing no intervening

discipline has occurred during the twenty-four (24) month period following the disciplinary action.

The retention periods established above may be extended by a period equal to the Employees leaves of fourteen consecutive days or longer, except for approved periods of vacation.

Section 5. Any Record of disciplinary action must contain the signature of the Employer representative and of the affected Employee indicating only that he/she has seen the document.



## **Article 15 - Filling of Vacancies**

In the event a full-time bargaining unit member's position becomes available due to retirement, resignation, termination, promotion(s), or transfers, if a current hiring list for the Township is not present, the Township will exert best efforts to administer and complete a process for the purpose of hiring a new full time bargaining unit member. This process will be completed in no more than one hundred and twenty (120) days from the time the position becomes available. If a current hiring list is available, the Township will fill the vacancy no more than thirty (30) days from the time the position becomes available.

## **Article 16 – Holidays**

Section 1. The following are recognized as holidays under this Agreement:

- A. New Year's Day - January 1<sup>st</sup>
- B. Martin Luther King's Birthday -3rd Monday in January
- C. President's Day - 3rd Monday in February
- D. Memorial Day-Last Monday in May
- E. Independence Day - July 4<sup>th</sup>
- F. Juneteenth – June 19<sup>th</sup>
- G. Labor Day - 1<sup>st</sup> Monday in September
- H. Veterans Day - November 11<sup>th</sup>
- I. Thanksgiving Day - 4th Thursday in November
- J. Day after Thanksgiving Day
- K. Day preceding Christmas Day - December 24<sup>th</sup>
- L. Christmas Day - December 25<sup>th</sup>

Section 2. Forty (40) hour Career Fire Division Employees shall be entitled to be absent from duty without loss of compensation on the holidays identified as set forth in this policy. Floating holidays shall be scheduled by the Employee based on seniority. Should a forty-hour Career Fire Division Employee be called in to work on a listed holiday, the forty-hour Career Fire Division Employee shall be compensated at one and one half (1 1/2) his regularly scheduled rate of pay for each hour worked. Holidays that fall on Saturday will be observed on the previous Friday; holidays that fall on Sunday will be observed on the following Monday.

Section 3. 24/48 shift Employees who are required to work holidays on a regular basis shall be compensated by crediting each Employee with four (4) floating holidays at the beginning of each calendar year. For a career Employee hired during a calendar year, the number of floating holidays will be prorated on the basis of the number of holidays occurring after the Employees first scheduled day of work. Holiday leave shall be taken in one (1) hour increments.

Any balance of unused or unscheduled time as of December 1 shall be paid to the

Employee the first paycheck in December.

Section 4. Employees working a 24 hour on 48 hour off schedule covered by this Policy and who are scheduled and required to work on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve and Christmas day or the day in which the township board of trustees observes the Holidays for Employees working a 40 hour schedule, will be paid their current regular pay plus Holiday pay of one (1) times their hourly rate for actual hours worked on the Holiday, payable the next regular pay period following the Holiday. Employees who work Labor Day and/or the day after Thanksgiving will be compensated at 1.5 times their regular rate of pay, and Employees shall not be permitted to use vacation or a floating holiday on the holidays listed in this section. However, Employees who work Martin Luther King Day, President's Day, Juneteenth, and/or Veteran's Day may schedule these days as vacation days, subject to other provisions regarding staffing and scheduling in effect.

In order to receive holiday pay, an Employee must work their scheduled shift the day before and their scheduled shift after the holiday, unless their absence from work is due to illness or injury, in which event a physician's statement will be required, or the Employee is granted time off by the Fire Chief or his designee for vacation, Kelly day, or other approved leave. Holiday pay shall start at 0600 on the day of the holiday and continue for 24 consecutive hours.

Section 5. Should a 24/48 scheduled fire division Employee resign, retire, or be separated from employment prior to the end of the calendar year, the Township shall either pay the Employee for any unused holiday leave or withhold from the last pay due said Employee pay for any holiday for which the member was compensated but that occurs after his resignation, retirement, or separation. Employees on unpaid leave of absence, or other non-pay status, are not eligible for holiday pay during their leave period. For the purpose of payout in this article, an Employee shall earn one (1) floating holiday every three (3) months.

**Article 17 -Vacations**

Section 1. Eligibility and Accrual: The following provisions shall apply to the accrual of vacation leave for all Career Fire Division Employees.

Section 2. Vacation Accrual for Employees Working Forty (40) Hour Work Weeks.

<u>Uninterrupted Service</u>	<u>Vacation</u>
After 1 year but less than 5 years	80 hours/year
After 5 years but less than 15 years	120 hours/year
After 15 years, but less than 25 years	160 hours/year
After 25 years of service	200 hours/year

Section 3. Vacation Accrual for Career Three-Platoon Members.

The Fire Division vacation accrual rates identified below only apply to Career Employees working a three platoon 24/48-hour work schedule. These Fire Division Employees will be considered full-time Employees.

<u>Uninterrupted Service</u>	<u>Vacation</u>
After 1 year but less than 5 years	96 hours/year
After 5 years but less than 14 years	144 hours/year
After 15 years, but less than 25 years	192 hours/year
After 25 years of service	240 hours/year

Section 4. Vacation Scheduling and Approval:

- A. Vacation scheduling is subject to the Fire chief and the operational needs of the department/division.

- B. Vacation requests shall initially be submitted in writing to the Fire Chief or designee on or before the first day of December, but not earlier than the first day of November, of the preceding calendar year. Vacation and leave requests shall be awarded based on unit seniority and availability.
- C. Leave requests submitted in writing to the Fire chief after the month of December of the preceding calendar year shall be awarded based upon the date and time the request was received (First come first serve basis).
- D. The Fire chief shall make every attempt to grant all requested vacation, however, vacation requests may be denied where such requests may result in inadequate staffing levels. Once approved vacation may only be rescinded by the Employee.
- E. Vacation leave is to be taken in minimum units of 1-hour increments.
- F. A Fire Division member shall only use vacation time which he or she has already earned.
- G. Employees may incorporate Kelly days and Holiday Leave time in conjunction with vacation leave requests.
- H. Any holidays that occur during a vacation period are not counted as vacation time for forty (40) hour Employees.
- I. After the initial vacation and leave scheduling requests pursuant to B. above, subsequent requests submitted after the first day of December for time off for vacation shall be scheduled based upon the date such request is made, and not on a seniority basis. Any such request submitted on or before the 15<sup>th</sup> day of each month will be approved or denied on or before the 25<sup>th</sup> of that month, and if the Chief or designee does not address the request with an approval or denial, then such request will be deemed as approved, subject to other provisions regarding staffing and scheduling in effect.

Section 5. A. Vacation-Accruals

Up to ninety-six (96) hours of accrued vacation may be carried over from one year to the next, except no employee shall have any more than ninety-six (96) hours of accumulated vacation carried over from year to year.

B. Payment for Unused Vacation Leave:

An Employee who has been employed by the Township for a period of at least one (1) year and who resigns, retires, goes on disability, or dies is entitled to compensation at his or her current rate of pay for any earned but unused vacation leave to his or her credit at the time of separation, provided that the following has occurred:

1. The Employee has successfully passed the probationary period.
2. The Employee is not dismissed for cause.
3. The Employee gave at least 2 weeks' notice of resignation.
4. The Employee has returned all Township property and completed an exit interview.
5. The Employee will be compensated for:

Unused vacation accrued at their monthly rate for the months worked during the calendar year that the Employee terminates employment. Employee will not be reimbursed for vacation time that was credited the first pay period of that year in advance of what would have been accrued monthly for the months actually worked.

C. Vacation Time-Calendar Year

Vacation time calculation will begin on the first day of January of every year rather than calculated on date of hire or anniversary date.

## **Article 18 – Sick Leave**

Section 1. Accrual: Full-time bargaining unit Employees shall accrue sick leave at the rate of ten hours for each completed month in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave. An Employee may accumulate up to a maximum accrual of one thousand six hundred (1,600) hours.

### Section 2. Utilization:

- A. An Employee may request sick leave for absences resulting from illness as described below, provided they follow the policy herein. Sick leave may be requested for the following reasons:
1. Illness or injury of the Employee, a member of his or her immediate family, or a member of the Employee's household, where his or her attendance is reasonably necessary.
  2. Exposure of Employee, a member of his or her immediate family, or a member of the Employee's household to a contagious disease which would have the potential of jeopardizing the health of the Employee or the health of others.
  3. Medical, dental, or optical examinations or treatment of an Employee, a member of his or her immediate family, or a member of the Employee's household.
  4. Pregnancy, childbirth, and/or related medical conditions.
  5. Any other reason that would fulfill the requirements of the Family and Medical Leave Act (FLMA). The FMLA entitlement will run concurrently with the utilization of sick leave.

For the purposes of this policy, "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, stepchild, foster child, legal guardian or other person who stands in the place of a parent with the approval of the Fire Chief.

- B. The Township maintains the right to investigate any Employee's absence.

Any Employee who is suspected of abusing sick leave may be required to furnish proof of illness as evidence by a physician's statement, or other satisfactory written statements of the Employee as required by the Fire Chief or designee. All absences of three (3) or more consecutive twenty-four (24) hour shifts or five (5) twenty-four (24) hour shifts in a calendar year may require a physician's excuse. Where an Employee is off for an extended period of time for a bona fide illness or injury to themselves or an immediate family member that has been documented by medical records, such illness or injury shall not count towards an Employee's five (5) twenty-four (24) hour shifts in a year.

- C. Any Employee requesting sick leave must inform his or her supervisor no later than one (1) hour prior to the start of the Employees shift. The Employee must give a satisfactory reason for his or her sick leave.
- D. Vacation leave and compensatory time (if applicable) may be used for sick leave purposes at the Employee's request and with the approval of the Fire Chief. Employees who are unable to return to work after exhausting all paid leave may apply for an unpaid leave of absence or may be eligible for unpaid Family Medical Leave, provided the Employee has no accumulated sick leave.
- E. Medical/dental appointments are excusable absences and are valid reasons for use of earned sick leave. Employees are expected to schedule medical and dental appointments on their off days. When such appointment must be scheduled on the Employee's shift, they are expected to request only as much time as is needed to attend the scheduled appointment, including reasonable travel time.
- F. Any Employee returning from sick leave may be required, prior to returning to work, to submit a physician's certification of the Employee's ability to perform the essential functions of the position. The Township reserves the right to require an Employee to remain on sick leave until such time as the Employee is fully released to perform all of his/her essential functions. Return to limited or light duty will be permitted only upon the recommendation from the Fire Chief.



- G. Employees absent on sick leave shall be paid at their regular hourly, daily, or bi-weekly rate as when they were working.
- H. If sick leave is denied and as a result the Employee has been overpaid, such overpayment shall be deducted from the Employee's next pay check, and the Employee's sick leave balance shall be restored.
- I. An Employee fraudulently obtaining sick leave, abusing sick leave, or falsifying sick leave records, shall be subject to disciplinary action up to discharge.

**Section 3. Payment Upon Separation:**

An Employee who retires from employment with the township may redeem up to one thousand six hundred (1,600) hours of accumulated sick time at the time of separation at a rate of four (4) accumulated sick leave days in exchange for one (1) day of pay at the Employee's rate of regular pay at the time of his/her separation so long as the Employee has been employed with the Township for ten continuous years.

**Article 19 – Occupational Injury Leave (O.I.L.)**

Section 1. Any Employee unable to work because of a job-related disabling condition shall be entitled to a leave of absence at his/her regular rate of pay for up one thousand four hundred forty (1440) hours which he/she is medically certified as being unable to work. An absence of over 1440 hours shall be charged to the Employee's sick time. During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the Employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such a leave of absence. Employees on injury leave under this Article, shall be placed on a forty (40) hour week schedule.

Section 2. Simultaneous with the request for injury leave, the Employee shall also make application under the Worker's Compensation Law of Ohio

Section 3. The Fire Chief, or his designee, has the right to review the physical and/or mental/emotional status of an injured Employee every thirty (30) calendar days of absence in order to determine the Employee's ability to return to work.

Section 4. In cases where injury leave is necessary, the Fire Chief may provide for a light duty work policy, which will attempt to place divisional personnel, who are unable to perform in their normal capacity, in positions with light or reduced duties. Employees shall accept assignment to a light duty position if released by the Employee's treating physician to perform light duties. Any time a 24-hour employee is on light duty he/she will be treated as a forty (40) hour employee for purposes of this Contract and will be entitled to holiday time in accordance with Article 16, Section 2, and will therefore no longer receive floating holiday days until he or she returns to a shift schedule. If a shift employee observes a holiday while on light duty, he/she will not be entitled to floating holiday time for the holiday observed.

## **Article 20 – Promotions**

Section 1. The following procedure shall govern promotions within the Pierce Twp. Fire Department: All examinations shall be impartial and shall relate to those positions which are being tested for. The examination process will fairly test and evaluate the candidate for each rank to discharge the duties of the position to be tested for.

Section 2. All promotional examinations shall consist of a written test and an assessment center with the following scoring standards:

- Written Examination: 50 % of total score.
- Assessment center: 50 % of total score.
- In addition to the base score achieved on the promotional examination, members

shall be awarded credits for seniority: two points added to score for each full year of full-time employment with Pierce Township., with a maximum of ten (10) points.

- Deductions in points shall be subtracted from the base score: two (2) points shall be deducted for each disciplinary occurrence within the last (1) year.

Section 3. Written exam: The Chief will establish a list of source material for each position being tested for, not to exceed five source materials. The material to be used on the promotional test shall be listed in the announcement.

Section 4. The assessment center shall be administered and graded by a three (3) member panel consisting of fire chiefs, retired or former Fire Chiefs, chief officers, retired or former Chief Officers from area departments. Questions shall be in keeping with knowledge and requirements for the rank being considered. It shall be up to the township to select the panel. No members of the Pierce Twp. Fire Department shall serve on the panel.

Section 5. Announcements for promotional examinations shall be posted in each fire station and sent to each members township email thirty (30) days prior to the closing date for applications. Applications received after the closing date will not be considered.

Section 6. All applicants will be notified of their final score and their relative standing.

Section 7. Promotions shall be made in rank order from the top of the promotional standing list. When that there is a vacancy in the classification to be promoted, there shall be an appointment to the position from any one (1) of the top three (3) from the promotional list. The appointment shall be made by the fire chief at his or her discretion. When a position is filled, the next most senior person who meets the qualifications shall be added to the list of three. The promotional list shall expire upon completion of the process and appointment of promoted individual(s), unless otherwise noted in the promotional announcement posting.

Section 8. A promoted employee shall serve a probationary period of twelve (12) months.

## **Article 21 – Leaves of Absence**

Section 1. Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence upon completing and submitting a Fire Department leave form:

A. Disability Leave

A physically or mentally incapacitated Employee may request a disability leave.

A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond the accumulated sick leave rights provided the Employee furnishes satisfactory medical proof of such a disability along with his/her written request and is:

1. Hospitalized or institutionalized; or
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared temporarily incapacitated for the performance of the duties of his/her position by a licensed physician. It is the Employee's responsibility to request a disability leave since such disability leave is not granted automatically when the Employee's sick leave has expired.
4. Disability leave under this section will run concurrently with Family and Medical Leave act leaves and Occupational Injury Leaves under Article 19.

In order to maintain re-employment rights, the Employee must request to return prior to the conclusion of the disability leave. When an Employee is ready to return to work, he/she shall furnish a statement by a physician releasing the Employee as able to return to duty. Replacements for workers on disability leave are employed pursuant to C (3) of this Section.

B. Employer Required Disability Leave

The Employer may require an Employee to be examined by a licensed physician specializing in the field of potential disability (or an occupational physician), selected by the Employer, at the Employer's expense. The examination criteria utilized for the Employees' Disability evaluation shall be in compliance with the U.S. Department of Labor standards for firefighting and the Disability requirement threshold for the Ohio Police & Fire Pension Fund. An Employee found to be unable to physically perform the substantial duties of his/her position may be placed on Disability Leave as described in Paragraph A above. Should the Disability be found to have a causal relationship, due to and arising out of the Employees employment with the Municipality, the Employee shall be placed immediately on Occupational Injury Leave in accordance with Article 19 of this Agreement.

C. Leave of Absence

The Employer may grant a leave of absence to any Employee for personal reasons of the Employee. Such a leave may not be renewed or extended beyond six (6) months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the Employee is to be returned to the position formally occupied when leave was granted.
4. An Employee may return to work before the scheduled expiration of leave if requested by the Employee and agreed to by the Employer.
5. The Employee shall not receive seniority time for the period of leave.

D. Benefits While on Leave

No benefits shall be accrued by an Employee granted an unpaid leave of absence, except that health insurance may continue to be available at the Employee's option pursuant to the terms and conditions of COBRA, except in the case of Sections A, B, and E hereof, in which those cases Health Insurance shall continue as currently provided for in this Agreement.

E. Family and Medical Leave

Family and Medical Leave will be administered pursuant to the Family and Medical Leave Act, as amended.

Section 2. Leave With Pay: Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full leave without loss of pay or benefit where an Employee is summoned for any jury duty or subpoenaed as a witness if the Employee is subpoenaed for work related reasons (within the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation paid by the court for such duty shall be reimbursed to the Employer. Such duty that is performed totally outside of normal working hours shall be compensated in accordance with the provisions of Article 12 of this Agreement. An Employee released from jury or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them by any court or other adjudicatory body, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings or Grievance Arbitration hearings. The Employer will not pay Employees who appear in court for criminal or civil cases when the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile,

etc. Employees who are absent because of a court appearance regarding a personal matter may use personal time, vacation or other approved leave.

B. Military Leave

The Employer neither refuses nor terminates an Employee because of membership in the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, the Armed Services of the United States or their auxiliaries, nor does the employer prevent any prospective or current Employee from performing any military service such Employee may be called upon to perform, by proper authority. A full time Employee shall be granted a military leave of absence in accordance with the provisions of the Ohio Revised Code including Sec.5923.05. A full time Employee shall be granted a leave of absence to be inducted into or otherwise enter military duty. If not accepted for, or upon completion of such duty, such Employee shall be reinstated to his or her former position without loss of seniority or reduction in pay. When military service is carried out at the option of the Employee, the employer will grant the Employee a military leave of absence without pay.

C. Funeral Leave

1. Any Bargaining Unit Member assigned on the forty (40) hour work week may be granted up to three days of sick leave as bereavement leave in the event of a death of an Employee's immediate family. For the purpose of this section, immediate family is defined as the spouse, parent, son or daughter, brother or sister, grandparent, grandchild, stepchild, stepparent, legal guardian, mother or father-in-law, or other person who stands in place of the Employee's parent.
2. Funeral leave of one day may be granted when a death occurs to any other relative or friend of an Employee upon prior written approval of the Fire Chief or Designee. Funeral leave under this section shall be charged to the sick leave balance of the Employee.



3. Bargaining Unit Members assigned on twenty-four (24) hour shifts shall be paid his or her regular pay for one (1) twenty-four (24) hour work shift in the event of the death of his or her immediate family as described in section (1) above. Members may be granted additional time off, up to two (2) additional twenty-four (24) hour shifts, as approved by the Chief or designee, if needed for bereavement, and such additional time shall be charged to the employee's accrued sick time. If the death of an immediate family member happens while the Employee is on shift the Employee shall be permitted to leave work with the remainder of his or her shift charged to sick leave with no loss in pay to the Employee.
4. In circumstances of unusual distance of travel or extreme weather conditions, or extenuating circumstances, the Fire Chief may at his or her sole discretion, grant up to an additional one (1) day of sick leave with pay for the Employee to travel to the funeral of a relative in the immediate family as listed in section (3) above.
5. Employees shall be exempt from any overtime while off on leave for a funeral.

## **Article 22 - Education and Tuition**

Section 1. Employees may be granted training leave to attend courses in the Fire, EMS, any other Technical Skill or administrative courses related to the fire service. Requests for leave will be judged on the basis of job performance and the Department work load and are subject to the approval of the Chief. Such leave may not be granted if the course is offered during an Employee's regular non-duty hours.

Section 2. Employees required by the Employer to attend educational or instructional courses shall be paid their regular rate of pay for the hours spent in attendance and such time shall be considered time worked.

Section 3. The existing policies regarding laws, mileage, and/or per diem for courses offered outside the Township shall remain in full force and effect for the duration of the Agreement.

Section 4. Fire fighters who are required to attend educational or instructional courses during their regularly scheduled days off shall be paid overtime or accumulate comp time for actual time spent attending such courses.

Section 5. Any certification and or training required by the Employer shall be paid for by the employer. Time off shall be granted to attend such courses. Appropriate time off shall be at the discretion of the Chief for continuing education to retain such certification. There shall be no discipline or discharge against any Employee who fails to retain required certification because they were not granted time off under this Article.

Section 6. The Employer will reimburse all Employees for any cost incurred for books, fees, and tuition upon successful completion of courses related to the fire service area and for all courses necessary to complete degrees in fire service areas.

Reimbursement shall be subject to the Township policy. However, the township shall cover the cost of no more than one course per te1m per employee. Reimbursement for books is subject to pre-approval of the Chief.

Section 7. All Employees must register their intent to pursue continuing college courses in writing during the budget planning process for the intended year of attending such training. This is to ensure the availability of budgeted funds. If the Employee does not notify the chief or designee the reimbursement may not be approved if funds are not available.

## **Article 23 – Drug and Alcohol Testing**

Section 1. The Board supports The Drug-Free Work Place Act of 1988; therefore, the Board maintains a zero-tolerance policy on the use of alcohol and illegal drugs and/or the abuse of legal or drugs in the workplace. The Township prohibits the manufacturing, distribution, possession, and use of alcohol, illegal drugs, controlled substances, drug paraphernalia or any combination thereof, on any Township premises or work site, including, but not limited to, Township vehicles or private vehicles parked on Township property. For purposes of this section, "work site" is defined as the site for the performance of work done in connection with employment by the Township. Employees using legally-prescribed drugs must do so only in accordance with physician orders. The use of tobacco products, including, but not limited to, cigarettes, cigars, snuff, dip, chewing tobacco and any other tobacco product is prohibited on work sites and on Township premises, including in Township-owned motor vehicles, except in designated outdoor areas.

A. The Board designates the Township Administrator, who may in turn appoint a designee, as the Township Drug and Alcohol Program Coordinator (DAPC). The DAPC will plan, implement, administer, coordinate, and evaluate the Board's Drug-Free Workplace Policy, including any testing and education programs developed or coordinated for Township employees.

1. The DAPC is responsible for coordination of the Board's compliance with provisions of the Federal Drug-free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and any other federal or state laws or regulations requiring substance abuse testing.
2. The DAPC is responsible for tracking statistics generated by the program, maintaining confidentiality of testing records according to state and federal requirements, and generating reports to various state and federal agencies as required. The Board will be notified

of all positive tests and any developing trends or patterns when identified.

Section 2. All employees are encouraged to make use of the available resources for treatment for alcohol misuse and drug abuse problems following the guidelines set forth in the Board policy and procedures manual. The cost of any rehabilitation services or treatment will be paid for directly by the employee or the employee's insurance provider.

Employees who make self-referrals (i.e., no management intervention or positive test results) will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program. The twelve-week (12) entitlement from the FMLA will also be applied to this time off.

Section 3. Reasonable Suspicion Testing - Employees suspected of alcohol or substance abuse may be subject to testing. The DAPC and designated supervisors will be trained to address the abuse of alcohol or other drugs by employees, to recognize facts that give rise to reasonable suspicion, and the proper procedures for documenting a finding of reasonable suspicion.

- A. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol and/or other drugs.
  - 1. Facts or circumstances leading to reasonable suspicion may include, but are not limited to, direct observation of the use of alcohol or drugs, slurred speech, disorientation, and abnormal conduct or behavior.
  - 2. Such reasonable suspicion is developed immediately before, during, or immediately after the employee performs his or her job duties.

3. Employees involved in motor vehicle accidents while on duty, job-related accidents or incidents, or who engage in unsafe on-duty or job-related activities that pose a danger to themselves, to others, or to the overall operation of the Township may be subject to reasonable suspicion testing. Test results gathered by law enforcement officers while conducting a motor vehicle accident investigation may be used in place of reasonable suspicion testing.
- B. Whenever possible, reasonable suspicion testing should be based on documentation and concurrence by two trained employees.
1. A trained supervisor who has made a determination of a reasonable suspicion that an employee is under the influence of alcohol or any other drugs may compel that employee to submit to a drug or alcohol test to confirm the reasonable suspicion.
  2. Testing shall be done at a facility certified under National Drug Abuse standards. Employees ordered to be tested must do so immediately and will be escorted by the DAPC or trained supervisor to the testing facility. Upon test completion, the tested employee will then be escorted to the employee's place of residence. A tested employee shall not report to work until instructed to do so by the employee's Department Head.
  3. Employees must cooperate with all testing procedures. An employee who is suspected of being under the influence of alcohol or other drugs and who refuses to cooperate with all testing procedures, who fails to provide an adequate specimen outside of a medical condition which physically prevents the employee from providing a sufficient specimen, or who impedes the testing process in any manner will be considered to have refused to test and will be disciplined accordingly.
  4. Employees must comply with all requirements of the testing process. An employee who attempts to alter or substitute the

specimen provided for drug testing shall be deemed to have refused to take the drug test and shall be subject to the same disciplinary actions as required for refusing to submit to a properly ordered test.

- C. The trained supervisor making the reasonable suspicion determination will prepare a report of the incident giving rise to the suspicion of drug and/or alcohol use in accordance with the following guidelines:
  - 1. The report will include a chronologically-ordered description of the behaviors and mannerisms the employee exhibited leading to the reasonable suspicion.
  - 2. This report will be forwarded to the DAPC within twenty-four (24) hours after the test is conducted or refusal is recorded.

Section 4: Employees who test positive for alcohol or another prohibited substance will be given a meaningful opportunity to offer an explanation or submit medical documentation of legally- prescribed medications or exposure to toxic substances which may explain a positive test result. Such information shall be reviewed by a qualified licensed physician, who will provide a determination as to the validity of the positive test result. The DAPC shall be provided an explanation of positive test results **only** by the physician.

Section 5: Appeal of Drug Test Results - Employees who have a positive drug test result may request a retest of the original specimen. The facility performing such retest shall be certified under National Drug Abuse standards. Any such retest shall be at the expense of the employee. The employee will not be required to pay for the test prior to the test being conducted.

- A. An employee may be found to have used illegal drugs on the basis of any appropriate evidence including, but not limited to:
  - 1. Direct observation;

2. Evidence obtained from a workplace-related arrest or criminal conviction;
3. A verified positive test result;
4. An employee's voluntary admission; or
5. Refusal to take a test mandated by this policy.

Any employee who reports for duty in an altered or impaired condition due to alcohol or substance abuse will be subject to disciplinary action up to and including termination.



## **Article 24 - Successor Agreement**

Section 1. Should Pierce Township expand the Fire or EMS coverage through annexation, contract or merging the local shall have the right to open any pertinent section of the contract.

## **Article 25 - Labor Management Committee**

Section 1. There shall be a Labor-Management Committee consisting of Two (2) representatives of the Union and two (2) representatives of the Township. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems within the department.

Section 2. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times the parties feel a meeting would be beneficial. If either party feels that a legitimate health and or safety issue arises the parties shall attempt to schedule a meeting within 24 hours to discuss the issue and possible solutions.

Section 3. The Chairmanship of the Committee shall be rotated amongst the members annually. The members shall, in advance of a meeting, provide the Meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

Section 4. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.

## **Article 26 -Equipment and Uniforms**

Section 1. When an Employee is hired or promoted all uniforms required of Employees in the performance of their duties shall be furnished without cost to the Employees by the Employer and maintained in good, safe condition.

Section 2. The Employer shall maintain personal protective equipment (PPE) and all uniforms of the Employees. PPE shall be NFPA Compliant. PPE will be replaced by the Employer as it becomes worn or damaged. Employees may submit a request to the Fire Chief at any time for replacement as needed for any PPE item. The Chief shall have final say regarding any such replacement. Items to be supplied by the Employer:

PPE: Fire Helmet, Turnout Coat, Turnout Pants with suspenders, Pair of Turnout Boots, Structural Fire Fighting Gloves, Nomex Hood, work gloves, work jacket and work boots.

Section 3: A new employee hired by Pierce Township Fire Department will be provided the following items at no cost to the employee:

Uniform item: One complete Class A uniform (long sleeve shirt, short sleeve shirt, trousers, dress coat, hat with badge, leather belt with buckle and dress shoes). Class A uniforms will be issued upon completion of the employee's probationary period, and will be replaced, no more than once every five years, at no cost to the employee, should they become damaged, worn or unfitting. Sufficient Work Uniforms shall include 3 work trousers, 2 short sleeve duty shirts, 2 long sleeve duty shirts, a pair of uniform boots or shoes, Velcro belt, ANSI class three waterproof coat, 3 t-shirts, 2 uniform sweat shirts, Metal uniform badge and metal engraved name plate. All Members may wear a removable patch on their Class B uniforms, located on their lower right sleeve or cuff, with the designation "L-4979."

Section 4. Each Employee shall receive a uniform allowance of \$ 400.00 per year. Clothing allowance shall be allotted for each Employee to use and all orders are to be

submitted to the designated quartermaster. The timing of purchase or acquisition of items shall be determined by the Chief or the Chief's designee taking into account pricing, quantity and availability of items throughout each year.

Section 5. Whenever the uniform, of the Employee is damaged or stolen while performing those duties he/she shall be reimbursed for the full amount of the loss suffered.

Section 6. Any personal items damaged or destroyed while performing their duties with the Pierce Township Fire Department shall be replaced or repaired by the employer at no cost to the Employee up to two hundred dollars (\$200). To be eligible for such reimbursement the damage must have been done while the Employee is engaged in a bona fide fire or EMS activity with the department.

Section 7. The Employer will make available at each station a sufficient washing machine, dryer, and sufficient facilities so that Employees can launder uniforms, bathing towels, bed linens, etc. After washing structural firefighting gear, Employees shall run a disinfection cycle prior to washing any uniforms or station linen.

Section 8. The Employer shall purchase required structural firefighting gear for all Employees. Structural firefighting gear will be repaired as needed and replaced in accordance with NFPA 1500 and NFPA 1971. Structural firefighting gear shall be cleaned and maintained in accordance with Ohio Administrative Code 4123: 1-21-02.

**Article 27 - Wages and Other Compensation**

Section 1. Effective on the 1st day of the first full pay period of each full year of this Agreement, the wage levels for all bargaining unit Employees shall be as indicated in Appendix A to this Agreement. The Chief, in his/her sole discretion, will determine the step at which a lateral entry will begin. No lateral entry may begin at the top step. Those hired under the lateral entry will advance to the next succeeding step on their anniversary dates of hire. Laterally transferred employees will be subject to a one-year probationary period, effective from their date of hire. During this time, vacation leave will be limited to 48-hours, regardless of service credit. The Fire Chief, in his/her sole discretion, may reduce the one-year probation based upon the qualifications and years of service of the employee. The effective date for new wage levels in 2021 will correspond to the pay date in 2021 which is closest to December 26, 2021.

Section 2. The term "length of service" shall be defined as completed months of uninterrupted continuous service as a full-time Employee with the Pierce Township Fire Department in the rank of career Firefighter or above.

Section 3. Maintaining Certification Employees who are certified as an EMT-B, EMT-I, EMT-P, Firefighter II, and/or Fire Safety Inspector, must maintain these certifications. If the Employer paid for other certifications, the Employee shall maintain such certification at the Employer's option and expense.

Section 4. Eligible Employees shall participate in the Ohio Police & Fire Pension Fund. The mandatory Employee contributions required to be paid under Section 742.31 of the Ohio Revised Code shall be withheld by the Employer through a payroll deduction and forwarded on behalf of the Employee to the Ohio Police & Fire Pension Fund.

Section 5. Employees who remain employed by the Township full time for a consecutive

5 years will receive a yearly service credit payment of \$250.00 annually; employees who remain employed by the Township full time for a consecutive 10 years or more will receive a yearly service credit payment of \$500.00 annually; employees who remain employed by the Township full time for a consecutive 15 years or more will receive a yearly service credit payment of \$1,000 annually; employees who remain employed by the Township for a consecutive 20 years or more will receive a yearly service credit payment of \$1,500 annually. Service credit payments shall be issued on the same date as the first regularly scheduled pay day of December each year, and are subject to normal tax withholding and Ohio Police and Fire Pension Fund contributions.

## **Article 28 - Deferred Compensation**

Section 1. The Employer shall make available during the term of this Agreement the opportunity for all Employees to participate through payroll deduction in a "deferred compensation plan" (Section 401K, Section 457, or other federally-approved deferred-savings plan).

Section 2. In addition to any township offered plan, a plan available for participation shall be the OAPFF 457 Plan. Nothing in this Article shall prevent the Employer from offering additional plans for the Employees' investment option.

Section 3. Any fees and/or other charges associated with the administration of the plan will be the responsibility of the participating Employee. The Parties agree that there will be no fee and/or charge from the Employer for the deduction and transfer of Employee funds to the participating plan.

## **Article 29 - Medical Insurance**

Section 1. Fulltime bargaining unit members are eligible for the same health, vision and dental insurance coverage under the same terms that the Township provides to other full-time Employees and officials that are not covered by collective bargaining agreements, including the amount of Employee contribution for such health care coverage. The Township shall select the insurance carrier or carriers and may change carriers from time to time in the Township's sole discretion.

Section 2. All full-time bargaining unit members are authorized to participate on a voluntary basis in any and all Wellness Inducement Programs that may be offered by the Township and receive incentives as applicable. Any insurance premium discounts offered by the Township to other classified, non-exempt Employees as part of any wellness inducement program will be provided to all bargaining unit members while on duty.

Section 3. The Employer shall provide term life insurance and accidental death and dismemberment coverage on each Employee in an amount of \$50,000, payable to the spouse of the Employee, the designated beneficiary, or the Employee's estate.



### **Article 30 – Savings Clause**

Section 1. If any provision of this agreement, or the application of such provision should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted State or Federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of the new laws will be discussed. The remaining parts or portions of this agreement shall remain in full force and effect.

**Article 31 - Duration**

This Agreement becomes effective as of December 26, 2021, and shall remain in full force until December 21, 2024. It shall be automatically extended for successive negotiations per applicable provision of the Ohio Revised Code.

## APPENDIX A – WAGES

### Section 1: Wage Rates for Firefighter/EMT Bargaining Unit Employees

A. Retroactive to the closest pay period to December 26, 2021, rates of pay for Firefighter/EMT bargaining unit employees shall be as follows:

	Step 1 (0-3 Years)	Step 2 (4-6 Years)	Step 3 (7+ Years)
Hourly	\$16.86	\$18.60	\$20.53
Annual	\$42,085.31	\$46,434.23	\$51,232.56

A. Effective to the closest pay period (before or after) to December 24, 2022, rates of pay for Firefighter/EMT bargaining unit employees shall increase by 3% and shall be as follows:

	Step 1 (0-3 Years)	Step 2 (4-6 Years)	Step 3 (7+ Years)
Hourly	\$17.37	\$19.16	\$21.14
Annual	\$43,347.87	\$47,827.26	\$52,769.54

B. Effective to the closest pay period (before or after) to December 23, 2023, rates of pay for Firefighter/EMT bargaining unit employees shall increase by 3% and shall be as follows:

	Step 1 (0-3 Years)	Step 2 (4-6 Years)	Step 3 (7+ Years)
Hourly	\$17.89	\$19.74	\$21.78
Annual	\$44,648.30	\$49,262.08	\$54,352.63

### Section 2: Wage Rates for Firefighter/Paramedic Bargaining Unit Employees

A. Retroactive to the closest pay period to December 26, 2021, rates of pay for Firefighter/Paramedic bargaining unit employees shall be as follows:

	Step 1 (0-3 Years)	Step 2 (4-6 Years)	Step 3 (7+ Years)
Hourly	\$20.82	\$22.97	\$25.34
Annual	\$51,957.48	\$57,326.56	\$63,250.46

B. Effective to the closest pay period (before or after) December 24, 2022, rates of pay for Firefighter/Paramedic bargaining unit employees shall increase by 3% and shall be as follows:

	Step 1 (0-3 Years)	Step 2 (4-6 Years)	Step 3 (7+ Years)
Hourly	\$21.44	\$23.66	\$26.10
Annual	\$53,516.20	\$59,046.36	\$65,147.97

C. Effective to the closest pay period (before or after) December 23, 2023, rates of pay for Firefighter/Paramedic bargaining unit employees shall increase by 3% and shall be as follows:

	Step 1 (0-3 Years)	Step 2 (4-6 Years)	Step 3 (7+ Years)
Hourly	\$22.08	\$24.37	\$26.88
Annual	\$55,121.69	\$60,187.75	\$67,102.42

### Section 3: Officer Wage Rates

A. The rate of pay for a Lieutenant with the Pierce Township Fire Department shall be seven percent (7%) higher than a top step Pierce Township Firefighter/Paramedic.

	2022	2023	2024
Hourly	\$27.11	\$27.92	\$28.76
Annual	\$67,677.99	\$69,708.33	\$71,799.58

B. The rate of a pay for a Captain with the Pierce Township Fire Department shall be eight percent (8%) higher than a Lieutenant with the Pierce Township Fire Department

	2022	2023	2024
Hourly	\$29.28	\$30.16	\$31.06
Annual	\$73,092.23	\$75,285.00	\$77,543.55

**Signature Page**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal this 24 day of March, 2022.

On Behalf of the Pierce Township  
Board of Trustees

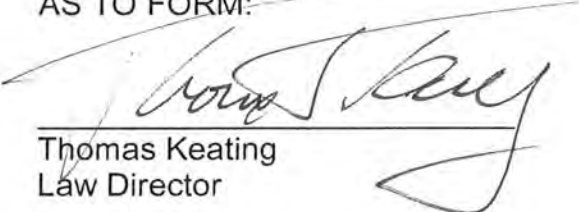
International Association of Firefighters  
Local 4979

  
\_\_\_\_\_  
Township Administrator  
Loretta Rokey

  
\_\_\_\_\_  
Employee Representative

  
\_\_\_\_\_  
Employee Representative

AS TO FORM:

  
\_\_\_\_\_  
Thomas Keating  
Law Director