11/16/2022
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42414

AGREEMENT

BETWEEN

DEERFIELD TOWNSHIP, WARREN COUNTY

AND

DEERFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #4286

SERB CASE NUMBER
2022-MED-05-0551

Effective: January 1, 2023
through December 31, 2025

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ARTICLE 1
AGREEMENT

This agreement is entered into by and between Deerfield Township Board of Trustees hereinafter referred to as "the Township or the Employee' and Deerfield Professional Firefighters Union, International Association of Firefighters Local #4286, hereinafter referred to as "the Union or the Employee(s)". It is the purpose of this agreement to achieve and maintain harmonious relations between the Township 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 conditions of employment not excluded by law.

ARTICLE 2
RECOGNITION/CLASSIFICATION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees in the bargaining unit recognized in SERB Case No 2004-MED-04-0432 consisting of all full-time Firefighters, Lieutenants, Captains, and Fire Inspectors employed by the Employer with respect to wages, hours, benefits, and other terms and conditions of employment.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1

The Employer reserves all the customary rights, privileges or authority of management except as modified by the express terms of this Agreement, including, but not limited to the following:

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

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations and to reorganize, discontinue or enlarge any operation as deemed appropriate;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted and to choose and introduce new and/or improved equipment facilities and work methods;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the size and number of employees, and the adequacy of the workforce, the number of shifts required, and abolish positions for lack of work, lack of funds, and/or reorganization;

G. To schedule overtime as well as to determine the amount required;

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

I. Effectively manage the workforce;

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

ARTICLE 4
DUES DEDUCTION

Section 4.1

Monthly Deduction

Upon presentation of a written deduction authorization, the Employer shall, once each month for each Member, cause the deduction of the monthly dues, initiation fees and assessments of Local 4286 Members covered by this Agreement based upon the most recent roster provided by the Union as set forth below. The Union shall present the Employer with a roster setting forth a list of names for whom deductions are authorized as soon as possible after the effective date of this Agreement. The roster shall not include any employee who withdraws from Union membership and revokes his/her written deduction authorization. Any changes in the most recent roster provided the Employer by the Union shall be given to the Employer at least seven (7) days prior to the payroll from which the monthly dues are to be deducted. The Employer agrees to furnish the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month pursuant to the signed authorizations.

Section 4.2

Union Indemnification.

Local agrees that it shall indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by the Employer relative to the Employer's agreements under this Article.

Section 4.3

Termination of Deduction.

The Employer shall be relieved from making such individual dues deductions upon a Member's (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; and (5) written revocation of the check-off authorization by a Member not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

Section 4.4

FORM OF AUTHORIZATION FOR PAYROLL DEDUCTION

NAME_____

RANK_____

DEPARTMENT FIRE

I hereby authorize the Employer (Deerfield Township) to deduct the sum of $_____ from my wages once each month for dues in IAFF Local 4286, effective_____.

It is my understanding that this Authorization can only be revoked by submission in writing to the Employer not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

I also hereby authorize the Employer (Deerfield Township) to accept and honor the written request of IAFF Local 4286 signed by the Union President and Treasurer, to increase or decrease the amount of dues withheld from my wages.

MEMBER_____

WITNESS_____

On Behalf Of:

_____	_____
Deerfield Township	Deerfield Professional Firefighters IAFF Local 4286

ARTICLE 5
UNION BUSINESS

Section 5.1

Non-employee representatives of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein without prior approval. Upon arrival, the Union representative shall identify himself to the Station Officer, who will notify the on-duty Deputy Chiefof his arrival.

Section 5.2

The Employer shall recognize five (5) employees, designated by the employees of the Local, to act as Union representatives for the purposes of representation as outlined under this Agreement.

Section 5.3

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification by the union President.

Section 5.4

Rules governing the activity of Union representatives are as follows:

a. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

b. The representative shall process all grievances during non-working hours, if possible. When processing of grievances must be done during working hours, the time allocated for such processing will be scheduled by the Chief or Deputy Chief. The representative shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property. In each and every instance where such time is required, only one (1) on duty Union representative may be assigned to the grievance to investigate, present and process the grievance on the Employer's property at any given time.

c. The Union employee official shall cease unauthorized activities immediately upon the request of the Fire Chief or Township Administrator.

Section 5.5

The Employer agrees to allow Union bulletin boards measuring 3' x 4' for the purpose of allowing the Union to post notices relating to the affairs of the members of the bargaining unit. All materials posted must be distributed from Union E-Board Members. Station Captains will oversee content posted on boards, subject to the approval of the Fire Chief or his designee. No obscene, immoral,

political, or controversial matter may be posted. The board will be kept neat and orderly. One (1) bulletin board will be allowed in each fire station.

Section 5.6

The Union shall be allowed to conduct union meetings on Deerfield Township property only with the prior approval of the Fire Chief or his designee. Employees on duty shall be permitted to be in attendance at such meetings with approval of the on-duty Deputy Chief. Designated employee representatives are permitted to attend labor management meeting on duty (crew members must remain available to respond, if needed).

No such meetings may be scheduled or held which will interfere with regular or special meetings of the Board of Trustees, the Zoning Commission, the Board of Zoning Appeals, or any other department of Deerfield Township. In the event that a Union meeting is scheduled and a conflict later develops, the Administrator may move the Union meeting to a mutually agreeable alternate site.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1

Neither the Employer, its agents, agencies, nor officials, nor the Union or its agents, or officers shall discriminate against any employee on the basis of age, sex, marital status, race, color, creed, national origin, handicap, political or union affiliation.

Section 6.2

Whenever the male pronoun or adjective is used in this Agreement, it shall be construed to include male and female, unless otherwise indicated.

ARTICLE 7
PERSONNEL FILES

Section 7.1

Public Access

If, under the Public Records Act, a non-Employee makes a request to inspect an Employee's personnel records, the Employee will be notified of any such request.

Section 7.2

Records of Disciplinary Actions

Records of disciplinary action shall cease to have force and effect according to the following schedule, provided that there is no intervening disciplinary action taken during that time period:

Verbal warning/counseling	-	12 months
Written Reprimand	-	12 months
Suspension	-	24 months
Demotion	-	permanent
Discharge	-	permanent

The foregoing time period shall be measured from the date of the disciplinary action. In the event that there is an intervening disciplinary action taken prior to the expiration of any of the foregoing time periods, the record of the applicable disciplinary action shall continue to have force and effect according to the foregoing schedule based upon the above set forth time periods beginning with the date of such intervening disciplinary action.

Section 7.3

Each employee within the Union shall, upon request, be permitted access to his personnel records, copies of all injury report forms, and Workers' Compensation forms pertaining to his own employment, provided that this access does not interfere with the discharge of his or her duty or the duties of the Personnel Department. The complete employee file will be available by conclusion of the next business day. The employee will be granted one (1) copy of the employee's individual personnel file documents.

Section 7.4

If an employee feels that any material in personnel file is untrue and/or derogatory the employee shall have the right for a period limited to thirty (30) days after such receipt or review of his file to answer or respond to such material in writing and such answer or response will be made part of those files. Should an employee leave the employment of the Township and sign a waiver of

information for any future employer, the information that is released shall include the employee's response to any material that he deemed untrue and/or derogatory.

Section 7.5

Copies of any material placed in the employee's personnel file shall be forwarded to the employee.

ARTICLE 8
PROBATIONARY EMPLOYEES

Section 8.1

New Employees

All new hire employees shall serve an initial probationary period of six (6) months from the date of hire. An employee serving an initial probationary period may be disciplined or discharged at any time and shall have no right to appeal or grieve the termination.

Section 8.2

Promoted Employees

Any Employee who has successfully completed his/her initial probationary period and is promoted into another bargaining unit position which is higher in pay, shall serve a six (6) month probationary period in the new position. If the new employee's performance is unsatisfactory in the new position, he/she shall be returned to his/her former position or the next available position for which he is qualified.

ARTICLE 9
WORK RULES AND POLICIES

Section 9.1

The Union recognizes that the Employer has the right to promulgate reasonable rules and regulations so long as the establishment or enforcement does not violate this Agreement or Ohio Revised Code Chapter 4117. The Union may make recommendations to the Employer with respect to such matters through the Labor Management Committee.

Section 9.2

The Employer will not make changes in rules or regulations which, if violated, might result in disciplinary actions without first posting such changes or additions on the bulletin board ten (10) consecutive days before the effective date of the change. This requirement may be waived in the event of an emergency with mutual consent. An emergency, for the purpose of this Article, shall be any circumstance in which the safety of members of the Department or community may be endangered by delay in implementation of the change.

Section 9.3

When the employer updates Standard Procedural Guidelines (SPG's), the entire article will be replaced with corresponding date documentation to provide clarity on changes for current rules, policies, and procedures in effect. Replaced articles shall be archived for future retrieval, as may be necessary from time to time. Access to SPG's shall be maintained from all Township facilities. A printed complete copy of all SPG, Chiefs Directives, and other like policies and procedures shall be maintained at each Fire Station for viewing.

ARTICLE 10
EDUCATION REQUIREMENTS/INCENTIVES

Section 10.1

Training Requirements10.1.1 Bargaining unit employees are required to maintain any and all certifications which they possessed, maintained, or obtained at the time of hire or at any time thereafter, until such time as the Fire Chief or his designee allows the employee to no longer carry that certification.

10.1.2 The employer may require additional training as a condition of employment where, as a result of any employee's yearly evaluation, there is a deficiency in performance; or, where an employee is disciplined for poor performance and the employer determines that additional training is required in order to remedy the employee's performance.

Section 10.2

Mandatory Continuing Education

10.2.1 The Employee shall complete the necessary continuing education and refresher courses to maintain current and/or required certifications as set forth by the fire department for all Employees covered under this agreement.

10.2.2 The Township shall pay for all courses as required by the Township and/or the State of Ohio as a requisite to maintain required certification for employment by Deerfield Township. Payment for all courses which must be approved in advance shall be made by the Township at the discretion of the Administrator by either reimbursement or advancement.

10.2.3 If attendance in the mandatory course is outside the employees regular work schedule, the employee shall be paid for his time at his applicable rate of pay.

Section 10.3

Other Approved Courses

10.3.1 In the event that an employee desires to take a course which is not required by the Township and/or the State of Ohio as a requisite to maintain required certification by Deerfield Township but which the employee believes will benefit his/her ability to perform required work, in order to obtain tuition assistance, the employee must, in advance, obtain written approval by the Township which shall be at the discretion of the Administrator. In the event that such approval is obtained, payment for any such courses shall be at the discretion of the Administrator by either reimbursement or advancement as set forth above.

10.3.2 To encourage professional development of its employees, the Township may pay expenses for employees to attend schools, conferences, seminars, workshops, and vocational or college courses. All requests for training and course/s of study must be approved by the applicable Department Head and the Board of Trustees.

10.3.2.1 Employees who participate in the plan are generally expected to stay under the Township's employ 'year-for-year/up to two years (maximum' that their tuition is paid. In the case that the Employees leave their employment with the township prior to fulfilling the 'year-for-year/up to two years' commitment, measured from the later of completion of or Township payment for the course, they will be expected to reimburse the Township for the entire amount of tuition paid on their behalf for all courses attempted.

10.3.2.2 The course work pursued must be related to the Fire Science or Emergency Medical service field or be a required course leading to a formal degree. To be eligible for reimbursement under this section, the college or university must be accredited by an accrediting agency or association recognized by the U.S. Department of Education or the Council of Higher Education Accreditation (CHEA).

10.3.2.3 All approved tuition payments and/or reimbursement agreements will be reduced to writing and fully executed by all interested parties prior to presentation to the Board of Trustees for approval.

10.3.2.4 Generally, all tuition and lab fees incurred in taking the course/s will be paid or reimbursed by the Township at one-hundred percent (100%), assuming that the Employee receives a passing grade in the course/s. In the event a passing grade is not earned, the Township will reimburse the Employee zero percent (0%) of tuition of the course/s, or, in the case where payment was made directly to the educational provider in advance, the Employee must reimburse the Township for all monies paid in taking the course/s

10.3.2.5 Materials such as, but not limited to, textbooks, tools, supplies, lab materials, lodging, transportation, parking, meals, etc. are non-reimbursable expenses that are solely the responsibility of the Employee, and will not be paid by the Township in any case.

10.3.2.6 Not more than six (6) bargaining unit members may participate in the tuition payment/reimbursement plan at any given time.

10.3.2.7 The maximum reimbursement is limited to the undergraduate in-state tuition charged by the University of Cincinnati Main Campus as of December 1 of each year.

Section 10.4

In the event of financial stress or layoffs, the Article may be suspended in part or in whole by determination of the Township Administrator in consult with the Fire Chief.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 11.2

All grievances must be in writing and must contain the following information to be considered:

11.2.1 The grievant's name and signature;

11.2.2 Grievant's classification;

11.2.3 Date grievance occurred;

11.2.4 Date grievance filed;

11.2.5 Description of the facts giving rise to the grievance;

11.2.6 Articles and Sections of the Agreement alleged to have been violated; and

11.2.7 Remedy sought.

Where a group of employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one (1) grievance. Only one (1) employee will be required for processing the combined grievances.

Section 11.3

All grievances must be presented at the proper step and time in progression in order to be considered at the subsequent step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Where the Employer's representative fails to respond in a timely fashion, the employee may advance the grievance to the next step of the procedure. During the period for filing of a written grievance, the parties are encouraged to verbally settle the grievance. The following are implementation steps and procedures for processing grievances:

Step 1: Written reprimands may be grieved to the Fire Chief within fourteen (14) calendar days of the date on which the facts or circumstances giving rise to the grievance were or should reasonably have been discovered, the grievant and/or his/her representative shall present the written grievance. The Fire Chief shall meet with the grievant and steward no more than nine (9) calendar days from the receipt of the grievance, and shall issue a written response within three (3) calendar days following the meeting.

Step 2: If the grievance remains unresolved following Step 1, or if the discipline is a suspension without pay, demotion, or termination, the grievant and/or his/her representative and his

steward, or Local President, shall present the grievance to the Township Administrator with fourteen (14) calendar days of the date on which the facts or circumstances giving rise to the grievance were or should reasonably have been discovered. The Administrator shall conduct a hearing within five (5) business days of receipt of the grievance and shall issue a written response within five (5) business days of the hearing.

Step 3: If the grievance is a suspension without pay, demotion, or termination and remains unresolved following Step 2, the employee and his steward, or Local President, shall present the grievance to the Board of Trustees within five (5) business days from the Step 2 response. The grievance shall be heard in Executive Session at the next regularly scheduled meeting of the Board of Trustees after receipt of the grievance. Following such executive session, the Board of Trustees shall take formal action with respect to the grievance as part of a public hearing.

Step 4: Arbitration. A grievance unresolved in Step 3 may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty (20) calendar days from the date of the final answer at Step 3 is received, the Union shall notify the Employer of its intent to seek arbitration over the unresolved matter. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty (20) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

A. The representatives of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from Ohio. The cost, if any, of obtaining a list of arbitrators shall be split equally by the parties. The order of who will first strike shall be determined by a flip of a coin. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the list and request from FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in the Agreement. He may not modify or amend the Agreement.

B. The question of arbitrability of a grievance must be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator in all matters shall be final and binding on the IAFF, Local 4286, on all Bargaining Unit Employees, and the Township, and

no appeal to the Court of Common Pleas, other than applications authorized under ORC Chapter 2711 will be permitted. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

D. The reasonable fees and expenses of the Arbitrator shall be borne by the losing party. In the event that the Arbitrator's decision fails to grant the requested award of either party in its entirety, the award will be deemed a "split decision," and the reasonable fees and expenses of the Arbitrator shall be shared equally. The costs of any proofs produced at the direction of the Arbitrator, if any, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

Section 11.4

When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the hearing of any such grievance, the appropriate Union steward will be notified of his/her right to be present at the hearing.

Section 11.5

The Union shall use a grievance form, which shall provide the information outlined in Section 11.2. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms. Grievance forms may be sent electronically by email, by either the Township or the employee/Union; the time and date stamp on the email will account for the date the grievance was filed.

Section 11.6

Time limits set forth in this Article may be waived by mutual, written agreement.

ARTICLE 12
SENIORITY

Section 12.1

Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent, full-time employee in the service of the Township within the Department.

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reported for work full-time. In the event that two or more employees are hired on the same date, seniority shall be based upon the process scores of the employees hired on the same date, with the greater seniority awarded to the employee or employees with the higher process scores in accordance with current practice as of the date of this Agreement. Notwithstanding the foregoing, in the event that any of the employees hired on the same date are in different classifications, the employee in the higher classification shall be considered to have the greater seniority regardless of process score.

Section 12.2

The following situations shall not constitute a break in continuous service:

1. Absence while on approved sick leave, family and medical leave, or disability leave;

2. Military leave; and

3. A layoff of twenty-four (24) months or less.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;

2. Retirement;

3. Layoff of more than twenty-four (24) months;

4. Failure to return to work within ten (10) calendar days of a recall from layoff;

5. Failure to return to work at the expiration of a leave of absence;

6. A quit or resignation; and

7. Transfer to a position outside the bargaining unit (in this case, seniority is frozen. If the employee returns to the bargaining unit, their seniority commences where it left off).

During an approved personal or professional leave (educational leave), seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employee's seniority will be adjusted to reflect the period of absence.

Section 12.3

Seniority within rank is based upon date of promotion.

ARTICLE 13
DISCIPLINE

Section 13.1

The Employer may take disciplinary action against any employee in the bargaining unit only for just and sufficient cause. Grounds for discipline include violations of established standards of conduct, and commission or omission of any act or offense which any reasonable person should know to be wrong, inappropriate, or so egregious that discipline or discharge is likely to occur.

Section 13.2

Forms of disciplinary action, but not necessarily the order of discipline are:

- Verbal warning and counseling of employee
- Written reprimand (may include remediation);
- Suspension without pay;
- Demotion in pay and position; and
- Discharge.

Discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, any prior discipline, and the number of hours in an employee's work schedule. Disciplinary penalties shall be appropriate to the offense, and as such the forms of discipline listed in the Section do not necessarily represent a systematic order to be followed in all instances.

Section 13.3

Written Reprimands

13.3.1 Written reprimands may be imposed by the Fire Chief, Deputy Chiefs, Captains, Lieutenants, or acting officers (station officers) regardless of pay status. They may be grieved through the grievance procedure, up to and including the Township Administrator, but, notwithstanding anything to the contrary in this Collective Bargaining Agreement, are not subject to appeal to arbitration pursuant to the Grievance Procedure.

13.3.2 Written reprimands shall be given to employee within 6 days of an Officer or Acting Officer's knowledge and/or final investigation of event causing discipline to be imposed on an employee.

Section 13.4

13.4.1 No employee shall be recommended to the Board of Trustees for demotion, dismissal, or suspension without the Township Administrator first conducting a pre-disciplinary hearing with the employee.

In special cases, the employee may be suspended with pay pending a meeting, but such meeting must be he held promptly. On suspension, the suspended employee may request a hearing to be held by the close of the next workday. The Union President or Steward shall have the right to attend such meeting subject to the disciplined employee's desire.

13.4.2 Notification of the investigation will be made by email to an employee being investigated within 24 hours of the commencement of an investigation. All documents, statements, reports pertinent to the investigation will be furnished to the employee at least 48 hours prior to any meetings with the Administrator and/or Board of Trustees.

13.4.3 At the pre-disciplinary hearing, the Township Administrator will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Failure to respond and/or failure to respond truthfully may subject the employee to further discipline up to and including dismissal. All demotions, dismissals, and suspensions without pay must be approved by the Board of Trustees in an open meeting.

ARTICLE 14
JURY DUTY

14.1. In the event an employee is summoned for jury duty the employee shall receive pay for the time lost from work due to jury duty. The pay shall be at the employee's normal hourly rate.

14.2. When the employee is released from jury duty during a normal work day for the employee, the employee shall report to work for the remainder of his tour of duty.

14.3. In order to receive any such payment, an employee must notify the Township within 48 hours of the receipt of the jury summons and also present a written statement from the court of the jury duty performed and the payments received by such employee. The employee must sign over to the Township all court payments received for jury duty.

14.4. If time off would create a special hardship for the Employer the Township will assist the employee in providing the court with the information necessary to request a release from jury duty.

ARTICLE 15
WORK RELATED LEGAL APPEARANCES

Section 15.1

Each employee required to appear in court resulting from their duties or to give affidavits, provide statements to Police or other investigators, observe line-ups or engage in any other type of legal appearance pertaining to their employment with the Township, at a time outside their regular work schedule, shall be compensated at the applicable rate of pay for the greater of a four (4) hour minimum or actual time involved in the appearance.

Section 15.2

Employees are required to provide notification to the employer at the earliest, reasonable time so that shift coverage may be secured.

ARTICLE 16
UNIFORMS AND EQUIPMENT

Section 16.1

16.1.1 At the time of employment, a forty eight (48) hour employee will receive the following items, provided by the employer at no cost to the employee:

Personal Protective Equipment (PPE) All Equipment to be NFPA approved:

- One (1) turnout coat
- One (1) pair of turnout pants equipped with class 2 harness
- One (1) set of suspenders
- One (1 helmet
- One (1) set of NFPA approved firefighting boots
- Two (2) NFPA protective hoods replaced annually
- Two (2) pair of NFPA approved firefighting gloves
- Two (2) pair of leather work gloves
- One (1) pair of safety glasses
- One (1) Petzl Exo or a mutually agreed upon NFPA 1983 compliant personal escape system.

Uniforms:

- Four (4) pair of work pants
- Three (3) short sleeve, work shirts and one (1) long sleeve dress shirt or four (4) short sleeve work shirts.
- Six (6) departmental t-shirts
- Two (2) pair of department shorts
- Two (2) department sweatshirts (job shirts)
- One (1) uniform badge
- One (1) name plate
- Uniform Belt
- Any other service or rank designations needed for the uniform as determined by the Employer

16.1.2 At the time of employment, a forty (40) hour employee, or modified 48-hour employee, will receive the following items, provided by the employer at no cost to the employee:

Personnel Protective Equipment

- The same as issued to forty eight (48) hour employees.

Uniforms:

- The same as issued to forty eight (48) hour employees with the addition of the following.
- One (1) short sleeve work shirt (color depending on division assignment)
- One (1) work pants

16.1.3 Class A Uniforms will be issued to all personnel at the conclusion of probation.

16.1.4 The Employer will replace uniforms as needed but not more than two complete uniforms in one calendar year. Employees shall submit items needing repair/replacement to the employer for examination. Additional uniform replacement will be considered when extraordinary circumstances are present.

Section 16.2

16.2.1 The Employer shall not provide a dry cleaning service for uniforms. Employees shall be allowed to wash his/her uniforms at the station, at no cost to the Employee.

16.2.2 The Employer shall issue each Employee one (1) NFPA approved Self-Contained Breathing Apparatus (SCBA) face piece. The employee shall be fit tested annually and the SCBA face piece shall be properly fitted or replaced.

(a) The Employee agrees to maintain, clean and care for the SCBA mask as department policies dictate.

(b) The Employer agrees to provide a protective case or bag for the SCBA mask for each Employee at the time of issue.

(c) The Employer agrees to annually fit test employees for SCBA face pieces. It shall be the employee's responsibility to make arrangements for the completion of the annual SCBA face piece fit test upon notice from the Employer during a specified testing period that testing is then available and that the employee should make arrangements for such annual fit test.

(d) The Employer agrees to perform the regular and proper manufactures testing on the SCBA and related equipment.

Section 16.3

Employees will be permitted to purchase work shoes/work boots for up to $250.00. Upon proof of purchase, the employee will be reimbursed the cost of the purchase within 30 days of submittal, or employee may submit a purchase request to Quartermaster for employer to purchase from approved vendors. Boots will be replaced by submitting items needing repair/replacement to the employer for examination.

ARTICLE 17
SICK LEAVE

17.1 Employees shall be credited sick leave for each calendar month of service as follows: twelve (12) hours for forty-eight (48) hour employees and ten (10) hours for forty (40) hour employees. The hours of sick leave shall be credited to each employee on the first payroll of each month after their first month of employment. Sick leave shall continue to accrue until employee leaves employment with the Township. Newly-hired bargaining unit members shall be credited with a "bank" of twenty-four (24) hours.

17.2 Employees shall be charged for sick leave usage on an hour-by-hour basis.

17.3 Sick leave credit may be used for:

a. Illness, injury or exposure to a contagious or communicable disease.

b. Sickness or disability in the immediate family where the presence of the employee is reasonably necessary. For the purpose of this section, immediate family shall be defined as the employee's spouse, children, step-children, parents, brother, sister, mother-in-law, father-in-law, or any family member living in the employees household.

c. The Fire Chief or his designee, at their sole discretion, may grant sick leave for other family members when requested by the employee.

17.4 Any forty-eight (48) hour employee in active work status, shall be entitled to two (2) twenty-four (24) hour periods for personal leave days, per calendar year. Any forty (40) hour employee shall be entitled to three (3) eight (8) hour periods for personal days, per calendar year. Personal leave hours can be used in half-hour increments.

a. Personal leave days off must be requested at least 24 hours in advance. In emergency cases, personal leave may be granted with the approval of supervision up to and including the Deputy Chief. Approval may be subject to manpower and departmental needs.

b. Personal leave utilized in this manner shall be deducted from the employee's sick balance.

c. Personal time is subject to Article 23.1.4.d.

17.5 Nothing in this Agreement is intended to limit a member's rights under the FMLA. The Employer reserves the right to require a member to use paid leave concurrently with FMLA leave for any absence which qualifies and has been designated for family medical leave under the Act.

17.6 On retirement employees shall be paid their current rate of pay for accumulated sick leave hours up to five hundred seventy six (576) hours for forty-eight (48) hour employees, or up to four hundred eighty (480) hours for forty (40) hour employees.

17.6.1 On non-retirement, separation of employment that is not from employee termination, the employee may elect to transfer the sick time balance to a new employer, or instead be paid the current rate of pay for accumulated sick leave hours up to five hundred seventy six (576) hours for forty-eight (48) hour employees, up to four hundred eighty (480) hours for forty (40) hour employees.

17.7 If an employee is terminated by the Employer for just cause, which is upheld through the appeals process, the employee is not eligible for payment of sick time pay unless the employee provides the Township with a written release and covenant not to sue (on a form provided by and satisfactory to the Township), which releases the Township from all claims arising from his employment and the termination of his employment. In such a case, the former employee shall be paid the current rate of pay for accumulated sick leave hours up to five hundred seventy six (576) hours for forty-eight (48) hour employees, up to four hundred eighty (480) hours for forty (40) hour employees.

ARTICLE 18
BEREAVEMENT LEAVE

Section 18.1 **Immediate Family**

18.1.1 Leave with pay for participation in funeral services or arrangements shall be granted by the chief or his designee to an employee when a death in the immediate family occurs. Immediate family for this article shall include the employee's parents, spouse, child, step children, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother-in-law, niece, or nephew. The time off shall not be charged to accumulated sick leave.

18.1.2 Extent of Benefit: Two (2) tours of duty will be granted for 48 hour employees, three (3) tours (limited to 24 hours) will be granted for 40 hour employees for the death of an immediate family member as defined above

Section 18.2 **Extended Family**

18.2.1 Leave with pay for participation in funeral services or arrangements shall be granted by the Chief or his designee to an employee when a death of a relative who is not an immediate family member as defined in 18.1 or who is any other person with whom your relationship was similar to that of an immediate family member such as a close family friend, foster child, or significant other.

18.2.2 Extent of Benefit: Leave shall be one half tours (12 hours) for 48 hour employees. One tour (limited to 10 hours) for 40 hour employees. Time off shall not be charged to accumulated sick leave.

Section 18.3

18.3.1 Additional bereavement leave of up to two (2) tours may be granted upon request with the approval of the Chief or his designee. Bereavement leave in excess of Section 18.2 of this article shall be charged against accumulated sick leave.

18.3.2 If the death of a family member occurs while the employee is on duty, the bereavement leave shall also be granted for the remainder of that tour of duty.

18.3.3 The Township reserves the right to verify requests for bereavement leave.

ARTICLE 19
INJURED ON DUTY LEAVE

In addition to sick leave as provided by this Agreement, in the event an employee is injured or contracts an illness on the job, and is unable to perform his regular assigned duties, the Employer shall agree to the following Wage Continuation Agreement as injury leave compensation:

It is agreed that Deerfield Township (Employer) shall pay_____(employee) his regular wages for a period not to exceed six (6) months, beginning_____. Such payment shall be in lieu of any workers compensation lost time benefits. Such payment shall terminate prior to the six (6) month period upon any of the following conditions:

1. the employee is released by his treating physician to return to work;
2. the employee performs work for another employer;
3. the employee fails to accept an approved "light/modified duty" assignment;
4. the employee fails to appear for any Employer required medical exam;
5. the employee is terminated from employment;
6. the employee attempts to collect worker's compensation lost time benefits; or
7. the employee's claim is determined to be fraudulent.

If the employee is unable to return to work at the end of six (6) months, injury leave may be extended with reviews every three (3) months. If at any time it is determined the employee is not able to return to work, injury leave may be suspended and the employee agrees to file for disability.

In consideration for the above payment, the employee agrees that he will refrain from filing a claim, and/or withdraw any pending claim to collect worker's compensation lost time benefits with the Ohio Bureau of Worker's Compensation. Any claim from medical benefits will remain the responsibility of the Bureau of Worker's Compensation. The employee agrees that he will work cooperatively with the Employer, the Employer's Management Care Organization, and the employee's treating physician to return to work as soon as possible. Such cooperation shall include, but shall not be limited to, the employee signing any requested medical release, submitting to any Employer required physical examination, and providing to the employer any written information from his treating physician regarding any restrictions that would prevent the employee from performing his regularly assigned duties. The employee further agrees that he shall return to work in a "light/modified duty" capacity if such assignment is offered by the Employer and is approved by his treating physician.

The Employer and employee agree that in the event the employee is unable to return to work at the termination of injury leave, the employee may file for lost time benefits with the Ohio Bureau of Worker's Compensation, or will be paid through the use of his accumulated sick leave and/or vacation leave.

ARTICLE 20
LIMITED OR RESTRICTED DUTY

Section 20.1

In the event an employee is absent from duty due to a disabling illness or injury of a temporary nature that prevents him/her from performing his/her normal duties, that employee may be returned to work to perform restricted duty for a temporary period of time. Restricted duty assignments are made solely at the discretion of the Fire Chief or his designee as to the availability of a restricted duty position and the ability of the employee to perform the work.

The Fire Chief, or his designee, shall render a decision on a light duty request within five (5) business days of receipt of a written request.

Section 20.2

Employees on limited or restricted duty will work 40 hours per week. The hourly rate of pay for a forty-eight (48) hour employee on limited or restricted duty will be adjusted to the 40 hour rate of pay as listed in the appendix of the CBA. Employees on limited or restricted duty are not eligible for overtime.

Section 20.3

Employees who receive an unfit for duty letter during their annual physical shall be placed on Limited duty until after their hearing outlined in Article 41. The employee will remain on limited duty for up to 90 days and then must utilize accrued leave to remain in active pay status.

Section 20.4

Any employee who is unfit for duty, for any reason, shall only be entitled to use any accrued leave for a period of six (6) months. The employee will be required to submit to medical exams as requested by the employer, paid for by the employer, during this period. Upon completion of the 6-month period or use of accrued leave, whichever comes first, the employee will receive a fit-for-duty evaluation. If in the determination of the treating physician, the employee is making progress and will be able to return to full duty at some point, the employee may use any remaining accrued time. Once all accrued time is exhausted if the employee is still deemed to be unfit for duty, the employee will be placed in an unpaid status. At this time, a decision will be made by the treating physician, in consultation with the employee's physician, the Administrator, and Fire Chief if the employee shall remain in the employ of the Township. If the decision is made to recommend separation from employment, the employee will be given the opportunity to apply for a disability pension or submit a voluntary resignation.

ARTICLE 21
TRADES

Section 21.1

Employees of equal classification shall be permitted to trade shifts as long as it does not affect the ability of the Fire Rescue division to deliver service as determined by the on-duty supervisor, with the authorization of the on-duty supervisor, which must be obtained at least twenty-four (24) hours in advance.

Section 21.2

Trades shall be the sole responsibility of the Employees involved. The Township shall not be responsible for any payments, including wages, to any employee who works any hours as a result of a trade. The time worked during a trade shall not be counted as hours worked toward calculating overtime.

Section 21.3

Employees may not trade for more than three (3) consecutive twenty-four (24) hour shifts.

Section 21.4

An employee who agrees to work a shift for another employee, as verified through appropriate documentation, shall be the party responsible for the shift hours, including circumstances involving their subsequent illness; the employee who has properly secured trade coverage is not required to fill the original shift hours.

ARTICLE 22
HOLIDAYS

Section 22.1

Forty-eight (48) Hour Employees

There are no designated holidays for forty-eight (48) Hour employees except as set forth in Section 22.3 for the specific purpose set forth in Section 22.3. Employees shall receive holiday equivalency hours as set forth below.

22.1.1 Forty-eight (48) hour employees shall be credited with ninety-six (96) hours of holiday time on January 1 of each year of the contract. Notwithstanding the foregoing, in the event that a forty-eight (48) hour employee terminates employment for any reason prior to December 31, the credit for that portion of the year after the employee terminates shall be lost and the employee shall not be entitled to any holiday pay therefore.

22.1.2 Such time may be taken in exchange for work time with approval of the Fire Chief. 48-hour employees must schedule Holiday hours no less than 72 hours in advance. Provided, however, the designated holidays set forth in Section 22.3 are not required to be scheduled by February 1 of each year and, provide further, that such holidays may be scheduled before time is credited pursuant to Section 22.1.1 of this Article.

a. Use of Holiday Time is subject to Article 23.1.4.d.

22.1.3 Unused holiday time may not be carried beyond the end of the calendar year in which it was earned. In the event an employee has any unused Holiday time at the end of a calendar year, he/she shall be paid only for such time as could not have been scheduled by the employee during the calendar year through the exercise of reasonable diligence as a result of the employee's absence from work for a substantial period due to illness or injury. Any such pay shall be at the employee's current hourly rate.

Section 22.2

Forty (40) Hour Employees.

22.2.1 Employees working a forty (40) hour week will receive the holidays as per the Township Handbook in effect on the date of execution of this agreement for non-bargaining unit employees and shall receive those days off with pay.

22.2.2 Forty (40) hour employees required to work on one of the Township observed holidays shall receive one and one-half (1 %) times their regular rate of pay for all hours worked in addition to the holiday pay.

22.2.3 Holiday pay will be given while an employee is on sick leave or vacation, in which case the employee's absence will not be charged to his sick leave or vacation time.

22.2.4 Holiday pay will not be given while an employee is on leave of absence.

22.2.5 If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed on the following Monday. For payroll purposes, the actual day the Township observes the Holiday shall be the day utilized as the Holiday worked (noting that Columbus Day will be observed the day after Thanksgiving, beginning in 2007).

Section 22.3

During each year of this Agreement, a forty-eight (48) hour employee who works on any of the designated holidays set forth below shall receive an additional one-half (1/2) the employee's hourly rate of pay for all hours worked on any of such designated holidays.

- New Year's Day	**- Martin Luther King Jr. Day**
- Presidents Day	**-Good Friday (observed on Easter)**
- Memorial Day	**- Juneteenth**
- Independence Day	**- Labor Day**
- Veteran's Day	**- Thanksgiving Day**
- Christmas Eve	**- Christmas Day**

ARTICLE 23
VACATION

Section 23.1

After completion of a six (6) month probationary period, forty eight (48) hour employees shall be credited with forty-eight (48) hours of vacation time, forty (40) hour employees shall be credited with forty (40) hours vacation time. In addition to the vacation earned during probation, the employee shall receive additional, pro-rated vacation on their anniversary date, equal to the portion of the year between their probationary completion date and January 1, as outlined in the attached charts for 40-hour and 48-hour employees.

23.1.2 On January 1st of each year following, vacation time shall be credited at the following rates:

Years of Full- Time Service	Forty Eight (48) hour Employee	Forty (40) hour Employee
After 6 months or completion of probationary period	48 hours	40 hours
After 1 year	48 additional hours	40 additional hours
2-5 years	96 hours	80 hours
6-10 years	144 hours	120 hours
11-15 years	192 hours	144 hours
16 – 20 years	216 hours	160 hours
20+ years	240 hours	200 hours

In the event an employee has any unused vacation time at the end of a calendar year, the vacation may be carried over and/or paid out, with a maximum of 96 hours paid, and 96 hours carried over, for a total maximum hours of 192 hours. Any such carry over must be used in the following year. Payout will be calculated at the rate of pay in effect as of December of the year the payout is requested.

23.1.3 For purposes of calculating vacation credit, years of full-time service with the State of Ohio; an Ohio City; an Ohio Village; an Ohio County; or an Ohio Township shall be credited at the rate of one year of service for each year worked. Earned vacation time will be credited to the employee at their one year anniversary.

23.1.4 The scheduling of vacation/holiday time for each calendar year will be in order of seniority to be completed no later than December 1 of each year and shall be completed according to the following procedure:

A. Beginning November 1 of the prior year, full-time employees will have one opportunity to schedule any or all of their vacation/holiday time off (a maximum of five (5) tours) the first time through the seniority list. The days must be taken consecutively.

B. Prior to December 1, full-time employees may sign up any or all of their time the second time through the seniority list. This time may be taken consecutively or individually;

C. After the second pass through the seniority list, vacation time may be scheduled on a first in line, first in time basis. Requests must be submitted to the Fire Chief or his designee at least 72 hours in advance.

D. It is understood and agreed that no more than one (1) Officer and 1 Firefighter or that two (2) Firefighters may select the same day or dates for vacation without the permission of the Fire Chief which shall be granted based upon his sole discretion as to the Township's ability to maintain an adequate staff to supply necessary fire protection services.

E. Deputy Chiefs will approve requests as soon as prudently possible to lessen the impact of scheduling.

ARTICLE 24
HOURS OF WORK

Section 24.1

48-hour Employees

24.1.1 The standard work day for 48 hour employees covered under this Agreement, to include Firefighters, Lieutenants, and Captains assigned to suppression or operations, shall be twenty-four (24) hours. This shall be known as the employees "tour of duty." The standard work period for employees covered under this Agreement shall consist of a forty-eight (48) hour average work week within a twenty-eight (28) day working period. The employees' standard number of hours worked annually will be two thousand four hundred ninety-six (2,496). The employee's base pay will be averaged so that it is equal between the two pay periods in each 28-day cycle. The overtime threshold is 212 hours every four weeks.

24.1.2 The tour of duty shall commence at 0600 hours and continue through to 0600 the following day, followed by forty-eight (48) hours off duty.

24.1.3 Forty-eight (48) hour employees covered under this Agreement shall be entitled to one (1) Hourly Reduction Day known as a "Kelly Day" every (3) weeks. A Kelly Day shall be one twenty-four (24) hour shift that falls on the same day of the week. The Kelly Day is one (1) tour of duty scheduled as off time without pay. If an employee works any part of his Kelly Day, he shall be subject to overtime as outlined in the Overtime article.

Section 24.2

Kelly Day Selection

24.1.4 After January 2014 available Kelly Days will be selected within the employees assigned Unit Day as they become available by seniority per the "Full-Time Seniority In Rank" appendix of CBA.

Section 24.2

40-hour Employees

24.2.1 Forty (40) hour employees covered under this Agreement shall work either eight (8) or ten (10) hours per day, as established by mutual agreement with the Union and the Employer with thirty (30) days notice. The standard work week for the employee will be forty (40) hours. The employees' standard number of hours worked annually will be two thousand eighty (2080). The overtime threshold is 40 hours every week.

ARTICLE 25
OVERTIME

Section 25.1

Overtime

25.1.1 Employees shall be entitled to overtime pay only as required by the Fair Labor Standards Act.

25.1.2 In calculating overtime pay, the hourly rate for a "tour of duty" employee shall be calculated by dividing their annual salary by 2496 hours. The hourly rate for "Forty Hour" employees shall be calculated by dividing their annual salary by 2080 hours.

25.1.3 With respect to "tour of duty" employees, overtime will be calculated on a twenty-eight (28) day work period. Overtime will be paid for hours worked as required by the Fair Labor Standards Act in excess of 212 hours during the twenty-eight (28) day period. The appropriate amount of overtime compensation (that is, one-half time for the hours worked in excess of 212 hours for the applicable four (4) week period) will be paid, in addition to regular hourly pay, on the next regularly scheduled pay day for the two week pay cycle in which the last day of the twenty-eight (28) day work period falls. Accrued time off will not be counted against hours worked towards the 212 hour threshold. The exception to this is the first 48 hours of sick time in a one year period for 48 hour employees and the first 40 hours of sick time for 40 hour employees. *For example only, if the regular pay period begins August l and ends August 27, and the last day of the four- week overtime work period is August 27, the amount of overtime compensation due for the four-week overtime work period ending August 27 shall be paid on September 2, namely the regularly scheduled pay day for the two-week cycle beginning August 14 and ending August 27.*

25.1.4 With respect to "Forty Hour" employees, overtime will be calculated along with regular pay for the same pay period and will be paid on the regular pay day applicable to that pay period in which it was earned.

Section 25.2

Overtime Seniority/Eligibility List

The purpose of this Section 25.2 is to equalize overtime opportunities as much as reasonably possible. In the event that any employee believes that the employer has failed to offer him/her overtime contrary to the procedures set forth below, the employee shall advise the employer in writing of that overtime issue, and, if the employer agrees that error has been made, the employer shall have a reasonable time to equalize the overtime opportunity for the employee. Notwithstanding anything to the contrary in this Agreement, the employee shall not be eligible to file a grievance and the employee shall not be entitled to overtime pay, based upon any error by the employer in following the procedures set forth below until and unless the employer has failed to offer the employee an overtime opportunity within a reasonable period of time.

25.2.1 The Fire Chief or his designee shall maintain an overtime list. This list shall indicate, the number of overtime hours worked for calendar year, and date / number of hours worked for each overtime award for each employee. Hours worked as permitted extra hours, AOR, training, and specialty team hours by all bargaining unit members, are excluded from inclusion on the overtime list. Except in cases of emergency as determined by the Chief or his designee, and except in cases of hold- over overtime, an email / text message shall be sent to all bargaining unit members for offers of overtime. This page will be sent daily by the on-duty Deputy Chiefand will indicate any available shift for the next 96 hour period. Employees will have one hour to contact the on-duty Deputy Chiefif they are interested in the available shift(s). After one hour, the shift(s) will be awarded to the employee with the least amount of hours awarded in the calendar year. Overtime will be awarded as soon as possible barring any emergency or high priority project they may be working on.

25.2.2 Probationary employees shall be added to the overtime call out list and will be given one hour greater than the highest person on the list. If multiple employees are hired together, they will be placed on this list in order of reverse seniority based upon test score.

25.2.3 This overtime call out list shall remain current and accessible on the computer system to bargaining unit members. The overtime call out list will reset on January 1st of each year and will be listed based upon seniority.

25.2.4 Overtime will be offered in 12 hour increments.

25.2.5 A separate list will be maintained for Mandatory call-ins and will be utilized when staffing falls below the level established by the Fire Chief or his designee. Shifts below established minimums will be offered to all personnel, if no one elects to work such shifts the employee on the top of the mandatory call in list will be mandated to work. Mandatory overtime shifts will be filled 84 hours in advance. Every attempt will be made to give the mandated employee 84 hours of advanced notice. The list for mandatory call-ins will be in reverse seniority.

25.2.6 The Mandatory call-in list will not reset annually. The mandatory call-in list will be accessible to all employees on the computer system.

25.2.7 Employees will not be eligible for mandatory call-in if they were on their Kelly-Day or paid leave for their shifts prior to or immediately after the mandate date.

25.2.8 All employees must submit at least two contact numbers where they can be reached off-duty. These numbers in addition to the address for their place of residence must be kept current.

Section 25.3

Permitted Extra Hours:

25.3.1 Employees shall have the opportunity to secure two additional 12-hour shifts, or one 24-hour shift, at the beginning of for each 28 day FLSA cycle, beyond the opportunities where notification of overtime is sent at least 84-hours in advance. FLSA Cycles will be indicated on the Fire Department Schedule. The 12-hour or 24 hour shift(s) shall only be picked up when full-time or part-time opening are available on the operational schedule. Scheduling voids for full-time employees on training, injury, or disciplinary leave are not available to be filled.

ARTICLE 26
WAGES

For the 2023 calendar year the **48-hour** base rate will increase by the following percentages:

Captain: 1.5%
Lieutenant: 3%
FF/Paramedic: 5%

2023		Annual	Hourly	Overtime
Captain	1.5%	$91,852.80	$ 36.80	$ 55.20
Lieutenant	3%	$83,191.68	$ 33.33	$ 50.00
FF/Paramedic	5%	$74,555.52	$ 29.87	$ 44.81

For the 2024 calendar year the **48-hour** base rate will increase by the following:

Captain: 1.5%
Lieutenant: 3%
FF/Paramedic: 4%

2024		Annual	Hourly	Overtime
Captain	1.5%	$93,225.60	$ 37.35	$ 56.03
Lieutenant	3%	$85,687.68	$ 34.33	$ 51.50
FF/Paramedic	4%	$77,525.76	$ 31.06	$ 46.59

For the 2025 calendar year the **48-hour** base rate will increase by the following:

Captain: 1.5%
Lieutenant: 2.5%
FF/Paramedic: 3%

2025		Annual	Hourly	Overtime
Captain	1.5%	$94,623.36	$37.91	$56.87
Lieutenant	2.5%	$87,834.24	$35.19	$52.79
FF/Paramedic	3%	$79,847.04	$31.99	$47.99

For the 2023 calendar year the **40-hour** base rate will increase to the following:

Captain: 1.5%
Lieutenant: 3%
FF/Paramedic: 5%

2023		**Annual**	**Hourly**	**Overtime**
Captain	1.5%	$91,852.80	$ 44.16	$ 66.24
Lieutenant	3%	$83,191.68	$ 40.00	$ 60.00
FF/Paramedic	5%	$74,555.52	$ 35.84	$ 53.76

For the 2024 calendar year the **40-hour** base rate will increase to the following:

Captain: 1.5%
Lieutenant: 3%
FF/Paramedic: 4%

2024		**Annual**	**Hourly**	**Overtime**
Captain	1.5%	$93,225.60	$ 44.82	$ 67.23
Lieutenant	3%	$85,687.68	$ 41.19	$ 61.79
FF/Paramedic	4%	$77,525.76	$ 37.27	$ 55.91

For the 2025 calendar year the **40-hour** base rate will increase to the following:

Captain: 1.5%
Lieutenant: 2.5%
FF/Paramedic: 3%

2025		**Annual**	**Hourly**	**Overtime**
Captain	1.5%	$94,623.36	$ 45.49	$ 68.24
Lieutenant	2.5%	$87,834.24	$ 42.23	$ 63.35
FF/Paramedic	3%	$79,847.04	$ 38.39	$ 57.59

ARTICLE 27
CALL IN PAY/HOLDOVER PAY

Section 27.1

Any employee called into work at a time outside of his regularly scheduled shift shall be paid the greater of 1) the actual time worked of 2) the minimum of two (2) hours, at the applicable rate of pay.

Section 27.2

If the employee is held over past the end of his regular shift by a supervisor, he shall receive compensation for actual time worked in fifteen (15) minute increments.

ARTICLE 28
RETIREMENT AWARDS - SEPARATION PAY

Section 28.1

Wages

Upon termination of employment for any reason, an employee shall receive payment for all wages earned but unpaid.

Section 28.2

Vacation Pay

Upon termination of employment for any reason, an employee shall receive accumulated vacation pay limited as per Vacation Pay article included within this Agreement.

Section 28.3

Sick Time Pay

Upon termination of employment for any reason, an employee shall receive accrued earned but unused sick time pay limited as per the Sick Leave article included within this Agreement.

Section 28.4

Holiday Pay

Upon termination of employment for any reason, an employee shall only receive pay for holiday credits remaining subject to any credit deducted as set forth in the Holiday Pay article included in this Agreement.

Section 28.5

The time paid shall be paid in full to the employee in one lump sum after termination.

Section 28.6

An employee who retires (as opposed to an employee who separates employment with the Township) shall be awarded their duty helmet and badge and Class A uniform upon retirement, at no cost to the retiring employee. The Union agrees to purchase a badge for the retired bargaining unit member displaying their rank upon retirement with “Retired” on the badge. The retired employee agrees to wear their Class A uniform in “Good Faith.”

ARTICLE 29
PENSION

Section 29.1

The Township shall pay the employer contributions to the Ohio Police and Fire Pension Fund at no cost or deduction to the employee.

Section 29.2

All pension payments deducted and made shall be posted on the employee's pay check stub and W2 form.

ARTICLE 30
INSURANCE

Section 30.1

Major Medical, Hospitalization, Dental, Optical insurance shall be provided for employees under the same levels and in the same amounts carried by the Township in general for its employees, as such levels and amounts shall change from time to time. With respect to Major Medical and Hospitalization Insurance, the employer currently maintains a high deductible health plan (HDHP) and an optional Preferred Provider Organization (PPO) plan. Once the annual medical deductible amount is met, the plan is responsible for payment of eligible expenses as stated in the current Plan Description provided by the Insurance Carrier.

The Employer will pay the cost of the current coverage, subject to the following:

1. The total cost of the insurance shall be defined as the sum of the following:

    a. The total cost of premiums paid by the Township for medical, dental, and optical coverage.
    b. The fifty percent (50%) of the plan deductible contributed to a High Deductible Health Plan (HDHP), paid by the Township.
    c. The fifty percent (50%) of the plan deductible contributable to a HDHP, paid by the employee.
    d. One hundred percent (100%) of the premium for a Preferred Provider Organization (PPO) medical plan, excluding all other costs associated with the plan.

2. Cost sharing shall be administered as follows:

    a. A maximum of twenty percent (20%) of the total cost of the insurance as defined in Article 30.1, Subsection 1. shall be paid by the employee.
    b. The Township shall pay the difference.
    c. Any additional fees, co-pays, co-insurance, deductibles, out-of-pocket costs in excess of the deductible, or other costs of coverage incurred outside of the definition of "total cost of the insurance" in Article 30.1, Subsection 1., shall be the responsibility of the employee.
    d. For PPO participants, the 80/20% cost sharing will apply solely to the cost of premiums, and NOT any fees, co-pays, co-insurance, deductible, out-of-pocket costs in excess of the deductible, or additional costs of coverage.

Section 30.2

The Township shall provide the Union with an up-to-date copy of all insurance policies covering bargaining unit employees. The choice of insurance carrier(s) shall be solely in the discretion of the Employer.

Section 30.3

The employer shall provide a Life Insurance policy to each employee in the amount of $50,000.

Section 30.4

Fire Department employees shall be covered along with other employees of Deerfield Township by its umbrella liability policy.

ARTICLE 31
DEATH BENEFIT

Section 31.1

In the event a bargaining unit member dies, his beneficiary shall be paid as set forth below with respect to the benefits set forth below at the employee's current hourly rate of pay at the time of the employee's death.

Accrued and unused earned vacation time, limited as per Vacation article contained herein.

Accrued and unused earned holiday time, limited as per Holidays article contained herein.

Accrued and unused earned sick time limited to the maximum allowable hours, as per the Sick Leave article contained herein.

Section 31.2

The time shall be paid in full to the beneficiary in one lump sum, on one check with no deductions, unless deductions are required by law.

Section 31.3

The employee's family shall also be presented with the employee's badge and helmet and Class A uniform at no cost to the family.

ARTICLE 32
LEAVES OF ABSENCE

Section 32.1

Military Leave

32.1.1 Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State of Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed a total of twenty-two (22) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components provided for herein will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will cover the official period of the emergency.

32.1.2 Employees on military leave as provided for herein shall be paid the difference between their military service pay and their regular pay from the Employer for the duration of their military service, not to exceed the time limits provided for in Section 32.1 of this Article.

32.1.3 Upon completion of any military leave provided for herein, the employee shall provide the Employer with proper military orders or documents to substantiate the length of time actually spent in the service of the military unit in which the employee is a member.

32.1.4 An employee on approved military leave will suffer no loss or reduction in bargaining unit or Township seniority.

Section 32.2

Unpaid Medical Leaves of Absence

32.2.1 Family medical leaves shall be granted in accordance with the federally mandated Family and Medical Leave Act of 1993 as amended.

32.2.2 In addition to the provisions of the Family and Medical Leave Act, employees may be granted a disability leave of absence without pay. A physically or mentally incapacitated employee who has completed his/her probationary period may request a disability leave of absence without pay. A disability leave of absence without pay for a period not to exceed six (6) months may be granted when such disability continues beyond the use of all accumulated sick and/or vacation leave, or beyond the period of a personal leave of absence without pay for medical reasons, provided that the employee furnishes the Employer with satisfactory

medical proof of such disability, along with his/her written request for disability leave of absence without pay, and the Employee is:

A. Hospitalized or institutionalized;

B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at such hospital or institution;

C. Declared incapacitated for the performance of his duties by a licensed medical practitioner.

It is the employee's responsibility to request a disability leave of absence without pay as such leave is not granted automatically when an employee's sick and/or vacation leave is exhausted.

32.2.3 When an employee is ready to return to work from a personal leave of absence without pay for medical purposes or from a disability leave of absence without pay, he/she shall furnish a statement by his/her attending licensed medical practitioner to certify that the employee is able to return to work. The Employer may request that the employee submit to examination by a licensed medical practitioner selected and paid for by the Employer before an employee is permitted to return to work from such leave. Employees who are released by the physician(s) provided for in this Section shall be assigned to a work schedule as soon as practicable following such release(s).

Section 32.3

Rules for Unpaid Leaves

32.3.1 The authorization of any unpaid leave of absence as provided for in this article is a matter of the administrative discretion of the Employer. The Employer will decide in each individual case if an unpaid leave of absence is to be granted.

32.3.2 The employee shall notify the Employer as far in advance as possible of his/her intention to request any unpaid leave of absence.

32.3.3 An employee may return to work before the scheduled expiration of any unpaid leave of absence.

ARTICLE 33
SAFETY AND HEALTH

Section 33.1

It is agreed that safety must be a prime concern and responsibility of both parties. The Township accepts the responsibility to provide safe working conditions, equipment, staffing, vehicles and working methods for all employees. Township employees agree to perform their duties in a safe manner following all applicable rules and procedures.

Section 33.2

Each on-duty Deputy Chiefshall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal pending inspection by a command officer or mechanic. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Fire Chief or his designee. Replacement for damaged safety equipment and apparel, as determined by the Chief or his designee, shall be ordered as soon as practical upon notification of needed equipment. The Employer and the Union agree that an employee shall not be disciplined for refusing to use defective equipment, which would, if used, present a real and present danger of the physical safety of the employee, his fellow workers, or the general public. It is understood that this Article does not apply to safety hazards which are inherent in the nature of fire work.

Section 33.3

33.3.1 The Township will make available an inoculation for prevention of Hepatitis-Type A, an inoculation for prevention of Hepatitis-Type B, annual flu shot, and/or other inoculations of this nature that may be required by law or determined to be needed by the Fire Department Medical Director of the Fire Chief.

33.3.2 It is understood that PSA screenings and tetanus inoculations are already covered by Township health insurance, and will not be provided in conjunction with annual, required firefighter physicals. Colon cancer screenings and tests are also currently covered by Township-provided health insurance. Employees retain the prerogative to refuse these tests and screenings during their required, annual firefighter physical(s).

ARTICLE 34
LAYOFF AND RECALL

Section 34.1

When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. In the event of layoff, temporary employees shall be laid off first, then non-promotional probationary employees shall be laid off second, any employees with less than 3 year's seniority will be laid off third, and all other part –time employees will be laid off fourth before any permanent full-time employees are laid off.

Section 34.2

Employees with the least seniority within the classification affected by a layoff shall be laid off first. The affected employee may then elect to bump the least senior employee in the next lower classification providing they can perform the job without training.

Section 34.3

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall.

Section 34.4

Notice of recall shall be sent to the employee by certified mail. The Employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 34.5

The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the employer of their intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report to duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing by the parties.

Section 34.6

Employees who are recalled retain seniority for the time worked prior to layoff, but do not accumulate seniority during the period of layoff unless the layoff is less than ninety (90) days.

Section 34.7

In the event of a layoff/reduction in force in those full-time positions excluded from the Bargaining Unit, the laid off individuals cannot displace Bargaining Unit employees.

ARTICLE 35
DRUG/ALCOHOL TESTING

Section 35.1

Drug/alcohol testing of employees, who are not subject to the Department of Transportation, Federal Highway Administration rules on a Controlled Substances and Alcohol Use and Testing may include random testing and may be conducted upon reasonable suspicion. The procedures for testing shall be the same as for those employees covered by the above mentioned rules, including the right of the employee to request confirmatory testing of a split sample by the same laboratory or by second certified laboratory. If a drug confirmation test is positive, the employee may have the split sample retested by a DHHS certified laboratory. This request shall be presented within forty-eight (48) hours upon being notified of a positive result.

In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanction as set forth in this Article. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 35.2

Reasonable suspicion shall be based on specific, current, describable observations concerning the appearance, behavior, speech, or body odors of the employee made during or immediately preceding the employee's work shift.

Section 35.3

Random testing shall be conducted by Bethesda Hospital Group. The random test selection will be done by the testing laboratory, performed at a maximum four (4) times throughout the year and consist of a maximum of ten percent (10)) of the number of Deerfield Township Fire Department employees. Selection for said testing shall be made by independent computerized probability sampling and each Deerfield Township Fire Department employee shall have an equal chance of being tested each time selections are made. Deerfield Township agrees to meet and confer with the International Association of Firefighters Local 4286 prior to changing from Bethesda Hospital Group to another independent testing laboratory.

Section 35.4

If after the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is: 1) covered by the employee's health insurance; 2) if no insurance coverage, the recovery program will be at the employee's expense. An employee who participates in a rehabilitation or detoxification program may be allowed to use accrued paid leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. A confirmed positive test will result in the employee being temporarily

relieved from duty without pay pending completion of disciplinary hearings. Any leave of absence for rehabilitation or detoxification may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

Within sixty (60) days of entering the treatment program, or upon completion, the employee must provide satisfactory medical evidence that he/she has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended by the Township Administrator based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions may result in disciplinary action. Accrued sick leave and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Any employee who has returned to work is subject to retesting, and if he/she fails the retest, shall be suspended without pay until the conclusion of the disciplinary process in this Agreement.

Section 35.5

If at any time an employee believes he is developing a tendency towards drug or alcohol abuse, he may avail himself of the Employee Assistance Program without fear of punitive action.

ARTICLE 36
STRIKE AND LOCKOUT

Section 36.1

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this agreement. The Township, its officials, and representatives are bound to observe the provisions of this Agreement. The Union, its officers, and members are bound to observe the provisions of this Agreement.

Section 36.2

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. There shall be no strikes, work stoppages, or interruption or impending of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

2. There shall be no lockouts.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 37.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Deerfield Township Trustees, Warren County Emergency Management Agency (Warren County EMA), the Director of Homeland Security, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 37.2

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 38
LABOR/MANAGEMENT COMMITTEE

Section 38.1

In the interest of sound labor/management relations, and for the purpose of addressing important issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. Attendance will be limited to four (4) Union members and five (5) members of management. At least one (1) meeting a year, the Township Administrator will be in attendance.

Section 38.2

The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

A. Discuss the administration of this Agreement.

B. Notify the Union of the changes made by the Township which may affect bargaining unit members.

C. Disseminate general information of interest to the parties.

D. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

E. Discuss ways to improve efficiency and work performance.

F. Consider and discuss training, safe work practices, and methods, equipment, tools and facilities.

Section 38.3

Written responses promised by either party shall be submitted to the other party within ten (10) calendar days after such meeting.

ARTICLE 39
MISCELLANEOUS PROVISIONS

Section 39.1

Workers Compensation

The Employer shall provide all employees with Ohio Bureau of Workers Compensation Insurance, and further agrees to make every effort to adhere to the Ohio Bureau of Workers Compensation rules and regulations for Firefighting.

Section 39.2

Residency

There shall be no residency requirements or restrictions for bargaining unit employees.

Section 39.3

Outside Employment

A bargaining unit member may be permitted to secure outside employment provided, and as long as, it does not interfere with his or her duties and responsibilities to the Employer, and provided that such member first obtains written consent from the Employer which shall not be unreasonably withheld. Provided, further, that such consent may be withdrawn in writing by the Employer at any time in the event that the Employer reasonably determines that such outside employment is interfering with the member's ability to satisfactorily perform his or her duties or responsibilities.

Section 39.4

Printing of Contract

The Township will provide at the Township's expense, the Union with an electronic format "read only" copy of this agreement.

Section 39.5

Use of Personal Vehicle

During the course of the work day or in order to attend training the Township shall provide the employee with a departmental vehicle for travel. In the event that a departmental vehicle is unavailable and the employee(s) elects to use their own personal vehicle, the Township shall pay the employee mileage for the vehicle use at the current established IRS mileage rate. Upon receiving a satisfactory mileage reimbursement request from the employee, it shall be submitted to the Clerk for reimbursement within a reasonable period of time.

ARTICLE 40
WORKING OUT OF CLASSIFICATION

When an employee works out of his classification for two (2) hours or more in the position of an officer in a higher classification, he shall be paid at the applicable hourly rate per hours worked in the higher classification.

ARTICLE 41
PHYSICAL FITNESS

Section 41.1

Both parties to this agreement understand the importance of physical fitness and agree to implement a Physical Fitness Training program, which shall also include an element of a medical examination. The Employer and the Union have met to negotiate a plan.

Section 41.2

Both parties agree that the physical fitness plan for Deerfield Township Fire Rescue shall consist of one (1) part:

a. **Medical Physical** shall be conducted annually by a department physician. The records of the physical shall remain confidential and in the procession of the physician conducting such physical. The physician shall provide a report to the Employer declaring only if the employee is fit for duty, fit for duty withrestriction or unfit for duty.

If the employee is declared fit for duty with restrictions or unfit for duty a hearing shall be conducted to determine a corrective course of action in order for the employee to receive a fit for duty.

The hearing shall be attended by the employee, the physician, the Fire Chief or Deputy Chief, the Township Administrator or his designee, and a union representative. The purpose of the hearing will be to establish a corrective measure plan for the employee to return to duty without restriction after receiving a fit for duty from the physician.

Section 41.3

No Physical Fitness program shall be instituted or modified until such program is reduced to a written agreement between the Union and the Employer.

ARTICLE 42
SUCCESSOR AGREEMENT

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 43
DURATION

Section 43.1

This agreement shall be effective at midnight, January 1, 2020, and shall remain in full force and effect until 11:59:59 P.M. the 31st day of December, 2022. It shall automatically be renewed from year to year thereafter, unless terminated as provided herein.

Section 43.2

If, after the expiration date, either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date.

ARTICLE 44
SAVINGS CLAUSE

If any provision of this Agreement, or application of such provision, shall be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequent enacted state or federal legislation, the parties shall meet within thirty (30) days after a request by either party to determine the extent of any contractual changes that must be made. The remaining portions or parts of this Agreement remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 16th day of August, 2022.

FOR DEERFIELD TOWNSHIP

Lelle Lutts Hedding
President, Board of Trustees

Kristin Malhotra
Vice President, Board of Trustees

Julie Seitz
Trustee

Eric Reiners
Township Administrator

FOR THE IAFF, LOCAL 4286

Matthew Young
President, IAFF Local 4286

Bradford Crowthers
Vice President, IAFF Local 4286

Matthew Hannigan
Treasurer, IAFF Local 4286

Ryan Haines
Secretary, IAFF Local 4286

APPROVED AS TO FORM

Benjamin J. Yoder, Township Law Director

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