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AGREEMENT

BETWEEN THE

BOARDMAN TOWNSHIP TRUSTEES

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), AFL-CIO, LOCAL 1176

March 1, 2011 – February 28, 2014

SERB Case Number:

Case No. 2010-MED-08-0978

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ARTICLE 1
PREAMBLE

Section 1. This Agreement is entered into between Boardman Township, hereinafter referred to as the "Township" or "Employer," and Local 1176, International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union." It sets forth the terms and conditions of employment established between the parties for Firefighters who are employed by the Township and are included in the bargaining unit represented by the Union.

ARTICLE 2
RECOGNITION

Section 1. Inclusion. The Township recognizes the Union, IAFF Local 1176, as the sole and exclusive collective bargaining agent for all sworn employees of the Township Fire Department with respect to wages, hours and other terms and conditions of employment.

Section 2. Exclusion. The Chief of the Boardman Township Fire Department shall be excluded from the bargaining unit.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Management Rights. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy that 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;

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

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

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

8. Effectively manage the work force;

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

ARTICLE 4
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. Unless otherwise expressly provided for in this contract, bargaining unit members shall retain all rights reserved to them under civil service law and state statutes. The parties agree that to the extent that they have bargained over a subject addressed in Ohio Civil Service Law and reached agreement, it is the intent of the parties that such subject shall be governed by the parties' agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the Boardman Township Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists, are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC.

ARTICLE 5
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter at least ten (10) calendar days prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement. The Union may grieve the reasonableness of any new or revised work rule.

ARTICLE 6
MID-TERM BARGAINING

Section 1. Mid-Term Bargaining. If the Township is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate with the Union concerning such change. If the parties reach impasse, and the Employer implements the change, the Union may grieve the reasonableness of the Employer's action.

ARTICLE 7
NON-DISCRIMINATION

Section 1. Union Affiliation. The parties agree that they shall not discriminate against, interfere with, or unfairly restrict any employee of the fire department because of his membership or non-membership in the Union, or because of his participation or non-participation in the Union.

Section 2. Gender Neutral. All references in this Agreement to the male gender shall be construed to be equally applicable to females and all contract language shall be considered gender neutral.

ARTICLE 8
UNION DUES DEDUCTION/FAIR SHARE FEE

Section 1. Membership. All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union. Those employees not electing to hold membership in the Union shall remit a fair share fee.

Section 2. Dues Deduction. The Employer, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law.

The Employer will deduct back Union dues upon obtaining an employee's signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Union no later than thirty (30) days following the end of the first pay period of each month. The Union shall indemnify the Employer against any and all claims or demands against it arising out of these deductions.

Section 3. Fair Share Fees. All employees in the bargaining unit shall either become and remain members of the Union or be required to pay a fair share fee in accordance with Ohio Revised Code, Section 4117.09(C). The Union shall indemnify the Employer against any and all claims or demands against it arising out of this deduction.

Section 4. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 5. Notice of Increases. The Union will provide the Township with at least two (2) calendar weeks advance notice of any increase in dues, fees, or assessments.

Section 6. Township Remittance. The Township's remittance will be deemed correct if the Union does not give written notice within two (2) weeks after remittance is forwarded of its belief, with reasons, that the remittance is incorrect.

Section 7. Indemnification/Hold Harmless. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union agrees to indemnify and hold the Township harmless against any and all claims or forms of liability arising out of its deductions from an employee's pay of Union dues. The Union assumes full responsibility for the disposition of the deductions so made once they have been forwarded by the Township.

ARTICLE 9
DISCIPLINE

Section 1. The parties agree that no employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.

2. Written reprimand.

3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper suspension).

5. Fines (i.e., forfeiture of accrued leave).

6. Reduction in pay or position.

7. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the

Employer, violations of Township or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

In cases involving termination of an employee pursuant to a charge of "dishonesty," the question to be placed before the arbitrator is whether or not, by a preponderance of the evidence, the conduct occurred. The arbitrator shall have no power to modify the termination upon a finding that the "dishonesty" occurred.

Section 4. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 6. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions	twenty-four (24) months

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Confidentiality. The parties agree that disputes meeting the definition of grievance herein shall be resolved in accordance with this Agreement's negotiated grievance procedure. To this extent, the parties agree to keep such proceedings confidential and refrain from commenting on matters that have been referred to this procedure.

Section 2. Definition of Grievance. A grievance is any allegation that there has been a breach, misinterpretation, or misapplication of the terms of this Agreement.

Section 3. Definition of Grievant/Group Grievances. Any member of the bargaining unit may file a grievance. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member believed to be affected shall be affixed to the grievance form.

Section 4. Time Limits. Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of parties at each step. For purposes of this article and related sections, all references to "days" as pertaining to procedural requirements shall mean "calendar days."

All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure.

Section 5. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and should reasonably contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 6. Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 7. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Department Head/Designee. Within fourteen (14) calendar days of the incident giving rise to the grievance or the date on which the incident reasonably should have been discovered, the aggrieved employee shall submit his written grievance to the department head/designee, who shall verify receipt by indicating the date and time of receipt of the grievance and affixing his signature to the grievance form. If the department head/designee is unavailable, the grievance shall be left with the Administrative Assistant. The department head/designee shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. Board/Designee. A grievance unresolved at Step 1 may be submitted by the grievant to the Board/designee within seven (7) calendar days of receipt of the Step 1 answer or the date that the Step 1 answer was due. The Board/designee shall meet with the grievant and a representative of the Union within fourteen (14) calendar days of submission of the grievance to Step 2 to discuss the grievance and attempt to resolve the matter. The Administrator or his designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article.

Section 8. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the Step 2 response or the date on which the Step 2 response was due, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. Within sixty (60) calendar days from the date of the Step 2 response or the date on which the Step 2 response was due, the Union shall request an arbitration list.

Selection of the Arbitrator

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of nine (9) names of Ohio resident, national academy certified arbitrators from AAA or FMCS. Once AAA or FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA or FMCS. Each party may reject up to one (1) list and request another list. The party rejecting the list shall request and pay for the new list.

Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time allotted by AAA or FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective

cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision that does not draw its essence from the collective bargaining agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Arbitrability

The question of substantive arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Arbitration Expenses

The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be paid by the losing party. However, in the event of a split decision as determined by the arbitrator, the expenses shall be determined by the arbitrator. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness.

Section 9. Settlement/Withdrawal of Grievance. Nothing contained herein shall be construed as limiting the right of any employee having a complaint or problem to discuss the matter informally with any member of the Fire Department staff and have the grievance adjusted without intervention and/or consultation of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

Section 10. Copies. The Union President shall be entitled to copies of all written depositions made at any level of the grievance procedure. Copies of all papers pertaining to a grievance shall be furnished to all parties of the grievance.

Section 11. No Reprisals. No reprisals will be taken against any member of the bargaining unit for filing or participating in the processing of a grievance.

ARTICLE 11
REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local

rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

Section 2. Whenever the Employer determines there to be a lack of funds, lack of work, or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. The Employer itself shall determine whether or not a lack of funds exists, which means that there is a current or projected deficiency of funding to maintain current or sustain projected levels of staffing and operations. The Employer is not required to transfer money between funds in order to offset any current or projected deficiencies.

Section 3. Procedure. When the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, it shall occur by seniority regardless of classification. The member with the least amount of seniority within the bargaining unit shall be reduced first. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 23 of this Agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for three (3) years. If it is found necessary to recreate or reestablish a position in the Fire Department within three (3) years from the date of its abolishment, the Employer shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. Recall Conditions/Prerequisites. An employee who is recalled after a reduction shall not be required to serve any probationary period. However, re-hired employees after more than one (1) year of layoff will not qualify for minimum manning coverage nor be eligible for overtime until an equipment and vehicle re-familiarization process and current skills evaluation process, as determined by the Fire Chief and/or his designee, are satisfactorily completed by the re-hired employee. Criteria for satisfactory completion of these processes shall be determined, reviewed, and approved or not approved by the Fire Chief and/or his designee, prior to the re-hired employee return to minimum manning coverage and overtime availability.

ARTICLE 12
LABOR MANAGEMENT COMMITTEE

Section 1. There shall be a Labor/Management committee consisting of two (2) to six (6) Union representatives and two (2) to six (6) Employer representatives. The Committee shall meet on request of either party, but at least quarterly, and shall have the authority to make recommendations to the Union and the Employer.

Section 2. An agenda will be exchanged at least five (5) calendar days in advance of the scheduled meeting with a list of the matters to be taken up at the meeting. The purpose of the agenda is to provide a general idea of items to be discussed. It does not limit the discussions of additional items of interest by either party. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

A. Notify the Union of changes being considered by the Employer which effect bargaining unit members;

B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Give the Union representatives the opportunity to share the views of their members on topic of interest to both parties; and

F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss in pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Board/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 13
SAFETY & HEALTH

Section 1. Township & Union Cooperation. The Township and Union agree to cooperate to the fullest in matters of safety, health and sanitation, in order to eliminate, as much as possible, accidents, death, injuries, and illness in the fire service.

Section 2. Safety Committee. The Union shall appoint a safety committee for its membership and said committee shall be permitted to meet with the Chief of the Fire Department and representatives of the Employer to discuss safety and health conditions of the Fire Department. The parties agree that they may utilize the labor management committee for addressing health and safety issues.

ARTICLE 14
MINIMUM QUALIFICATIONS FOR EMPLOYMENT

Section 1. First Responder Certification. All members of the bargaining unit shall obtain and maintain certification as an EMS First Responder from the State of Ohio as a condition of ongoing employment with Boardman Township. Each member of the bargaining unit shall renew First Responder Certification in a timely manner so as to not permit a lapse in said certification.

Failure to maintain First Responder Certification status as indicated herein shall be considered a violation of a condition of employment and just cause for disciplinary action. Where such failure is due to a prolonged period of absence due to work related injury, FMLA qualifying event, or administrative error by a third party, the Employer agrees that a reasonable grace period shall be provided in order to allow the bargaining unit member to remedy the situation. Any bargaining unit member failing to reestablish the minimum required certification within a reasonable period shall be subject to discipline as described previously.

Section 2. Licensure Expenses/Training Time. The Employer agrees to provide and pay for any and/or all mandated training costs and associated supplies, including but not limited to, all textbooks, workbooks, supplies and all other fees associated with training for the EMS and First Responder certification held by bargaining unit members. The Employer also agrees to pay overtime at licensure required off-duty training.

ARTICLE 15
VACANCIES/INVOLUNTARY ASSIGNMENTS

Section 1. Duty Station Assignments. The Chief has the authority to assign, transfer, or schedule fire fighters as to shift and station to be worked, including either beginning and/or ending dates associated with said assignments, transfers or scheduling of firefighters as to shift or station.

Section 2. Special Needs Assignments. The Chief retains the right and authority to assign personnel because of special expertise, due to unsuitability, or because special needs of the department make reassignment necessary.

Section 3. Orientation Assignments. The Chief may make orientation assignments to any station for the purpose of familiarizing fire fighters with a station and its equipment.

Section 4. Disciplinary Assignments. The Chief may reassign an employee for disciplinary reasons. If a disciplinary reassignment should occur, bidding may take place only if the Chief determines that there is a~~n~~ permanent opening after such assignment. Where the Chief determines that the assignment is temporary, it shall not exceed ninety (90) days. Employees reassigned for disciplinary reasons are not permitted to bid for a vacancy for a period of two (2) years. This station assignment process is for lateral movement within ranks only, and is in no way intended to alter or replace promotional rights under existing Civil Service laws.

Section 5. Permanent Openings/Vacancies. When a vacancy occurs in a minimum manning position, the parties agree that the bidding process shall be initiated. The Chief shall post a

notice indicating that there is a permanent vacancy to be filled. This notice will be posted for fourteen (14) calendar days.

Section 6. Temporary Vacancies. The Chief shall determine when a temporary opening exists, whether or not it will be filled, and whether or not it will continue to exist. When such a determination is made, the Chief agrees to offer the opportunity to bargaining unit members in accordance with the bidding procedure. The temporary bidding process is strictly construed as a management right, subject to the Employer's complete and total discretion, and it shall not restrict the employer from making re-assignments, for any reason, in order to meet the operational needs of the department.

Section 7. Bidding Procedure. Upon successful completion of his probationary period, any employee of the Fire Department may bid for a permanent or temporary opening during the posting period by making a written request to the Chief.

The most senior man on the department, notifying the Chief of his desire to fill such vacancy, shall be assigned to fill the opening. Except as provided above, all assignments are subject to the right and authority of the Chief to make reassignment.

ARTICLE 16
PROMOTIONAL OPPORTUNITIES

Section 1. Promotional Opportunities. During the term of this collective bargaining agreement, the Township agrees to maintain the following promotional opportunities within the bargaining unit: three (3) Assistant Chiefs, three (3) Captains, and two (2) Lieutenants in the Fire Prevention Bureau. Should a position of Assistant Chief, Captain or Lieutenant-Fire Prevention Bureau become vacant, then the Township agrees to promote within the department in accordance with the applicable Ohio Revised Code sections.

Section 2. Reduction in Force Unaffected. This provision is not intended to prohibit the Township from otherwise laying off persons in the department, if required. The Employer maintains the right to layoff employees for lack of work and/or lack of funds. The parties agree that a vacancy created by a layoff for a lack of funds and/or a lack of work will not be automatically filled. The parties further agree that the language in Section 2 means that the Employer will not abolish the ranking positions enumerated in the preceding paragraph during the term of this agreement.

ARTICLE 17
MAINTENANCE OF STANDARDS

Section 1. Rights, Privileges & Working Conditions. All rights, privileges and working conditions enjoyed by the members at the present time and not addressed in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent of the contracting parties.

ARTICLE 18
UNION ACTIVITY/REPRESENTATION

Section 1. Union Activity. Without prior approval of the Chief/designee, there shall be no formally recognized Union activity on Township time except as provided for in this Agreement. To the extent that informal activity occurs (e.g., reading mail, short discussions, etc.) it shall be permitted provided that it does not interfere with department operations.

Section 2. Non-Interference with Operations. Union officers/representatives shall not interfere with the daily operations in the Fire Department. When they are off duty, they shall be required to obtain prior approval from the Fire Chief or his designee between the hours of 9:00 a.m. and 11:30 a.m. and 1:00 p.m. and 3:00 p.m. before entering the station for Union business. The exception to this shall be a one-on-one conversation with a bargaining unit member with a grievance pending under Article 8 of this Agreement.

Section 3. Union Representatives. The Employer recognizes the right of the Union to select its representatives. The Union shall provide to the Employer with written certification of those employees selected to serve as officers, business agents or members of committees and authorized to represent the Union in matters covered by this Agreement.

Section 4. Meetings. The parties agree that Union officers/representatives shall suffer no loss in pay while attending mutually scheduled meetings during working hours.

Section 5. Use of the Employer's Facilities. The Union shall have the right to hold private Union meetings at the various fire stations. The Union agrees to provide the Chief with a schedule of monthly meetings from time to time, the purpose being to minimize conflict with other scheduled events. The Chief will be notified twenty-four hours in advance of any planned special meetings by the Union to obtain permission to use Township facilities. Permission will not be unreasonably denied.

Section 6. Time Off for Union Officers. Duly elected association delegates or alternates to annual conventions, Union conventions, and/or executive board meetings of the Union who are in the bargaining unit shall be granted time off with pay for the purpose of participating in such convention.

The Township agrees to provide the President of the Union or his designee four (4) working days or ninety-six (96) hours off in odd calendar years and seven working days or one hundred sixty-eight (168) hours in even calendar years with pay to attend such local, state, or international conferences, conventions, and meetings. The Union shall give the Township reasonable notice of such conferences, conventions, or meetings.

ARTICLE 19
BULLETIN BOARDS

Section 1. The Township shall provide a bulletin board at the fire stations for the exclusive use of the members of the bargaining unit.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;
B. notice of Union meetings;
C. Union appointments;
D. notice of Union elections;
E. results of Union elections;
F. reports of standing committees and independent arms of the Union;
G. legislative reports; and
H. commentary, notices, reports related to non-partisan political matters.

All other notice of any kind not covered in "A" through "H" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. personal attacks upon any other member or any other employee;

B. scandalous, scurrilous, or derogatory attacks upon the administration;

C. attacks on and/or favorable comments regarding a candidate for public office in a partisan election.

ARTICLE 20
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Township. The Employer further agrees that material in the personnel file should be job related and/or generated in the course of operations of the Township. Insomuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within three (3) days of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that a Union representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the Union representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Administrator or his designee a written clarification or explanatory memorandum. Such

memorandum shall not contain derogatory or scurrilous matter regarding the Employer or any other employees. Upon examination, the Administrator or his designee shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 4. Expired Disciplinary Records. The parties agree that disciplinary records that are no longer active shall be removed from the regular personnel file and placed in an inactive, dead file. Thereafter, these records shall be disposed of in accordance with the schedule established by the Township Records Commission.

ARTICLE 21
PROBATIONARY PERIOD

Section 1. Initial Hire. There shall be a probationary period of one (1) year for new appointees of the Fire Department. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

ARTICLE 22
EMERGENCY RECALL IN DUTY

Section 1. In case of national, state or local emergencies such as serious fires, common disasters, floods, riots, etc., all employees are subject to immediate action as required and subject to the orders of the Fire Chief and/or the Boardman Township Trustees.

ARTICLE 23
SENIORITY

Section 1. Definition. Seniority shall be determined and computed from the date of appointment to full-time status in the Boardman Fire Department.

Section 2. Seniority is interrupted through voluntary resignation, termination of employment for cause, layoff in excess of thirty-six (36) months, failure to report to work without prior notice to the Employer for three (3) consecutive turns without a justifiable reason.

ARTICLE 24
OVERTIME RIGHTS, BENEFITS, & NON-DISCRIMINATION

Section 1. Rights and Benefits. When an employee is required to work overtime, he shall enjoy all of the rights, benefits and privileges of this agreement for such time that he works the overtime period. Overtime shall be paid to each employee in the employee's bi-weekly paycheck designated as overtime.

Section 2. Fire Company/Non-Discrimination. Bargaining unit members shall not be required to leave the scene of a fire or other emergency while members of the Boardman Volunteer Fire Company remain performing bargaining unit work.

ARTICLE 25
OVERTIME DEFINITIONS

Section 1. Hold Over Time. Hold over time is additional time worked beyond a normal twenty-four (24) hour shift.

Section 2. Call Back Time. Call back time is additional time worked when called back from off duty time, in the event of a serious fire and/or other emergency.

Section 3. Inspector Overtime List. Inspector overtime list is the procedure for calling out Inspectors to work overtime for the Lieutenant - Fire Prevention Bureau.

Section 4. Officer Only Overtime.

A. **Filled By Overtime.** Officer only overtime is overtime that only a Fire Department rank officer can fill. There shall be a minimum requirement that at least one rank officer be on duty at all times. When it occurs that there are no rank officers able to fill the schedule of the day, then either a Captain or an Assistant Chief will be called, from the overtime list, to fill the vacancy. When this Officer Only Overtime provision is utilized, Article 36, "Out of Class Pay," Section 3, shall remain in effect.

B. **Mandatory Holdover and Recall.** If there should occur a time that no officers are available to fill Officer Only Overtime, a Captain or an Assistant Chief will be held over to work a mandatory 12-hour overtime period as follows; in order to fill the first unfilled 12-hour overtime period, the first option is that one of the two ranking officers may volunteer to work the 12-hour overtime period or if no one volunteers to work, then the least senior of the two ranking officers is required to work the first 12-hour overtime period.

In order to fill the second unfilled 12-hour overtime period, a Captain or an Assistant Chief will be recalled early from the shift following the unfilled overtime period as follows; the first option is that one of the two ranking officers may volunteer to work the 12-hour overtime period or if no one volunteers to work, then the least senior of the two ranking officers is required to work the second 12-hour overtime period.

ARTICLE 26
HOURS OF WORK/OVERTIME

Section 1. Suppression Work Day/Schedule/Period. The regular work schedule in the Fire Department shall consist of twenty-four (24) consecutive hours on-duty immediately followed by forty-eight (48) consecutive hours off-duty. For FLSA purposes, a regular work period shall consist of twenty-one (21) days during which each firefighter shall be regularly scheduled to work one hundred sixty-eight (168) on-duty hours.

Section 2. Overtime. Of these regularly scheduled hours, the first one hundred fifty-nine (159) hours shall be compensated at the standard hourly rate and the remaining nine (9) hours or regularly scheduled on-duty hours shall be compensated at the FLSA overtime rate set forth in

Article 26, Section 1, of this Agreement. The nine (9) hours of regularly scheduled overtime shall be referred to as FLSA overtime hours.

A. The Township will compensate each firefighter for on-duty hours worked during each twenty-one (21) day work period in excess of the regularly scheduled one hundred fifty-nine (159) hours at the FLSA overtime rate set forth in Section 1 of Article 26, unless said additional on-duty hours are considered fire suppression overtime, in which case said additional on-duty hours shall be compensated as fire suppression overtime in accordance with Article 26, Section 2.

B. A firefighter shall not be entitled to compensation for FLSA overtime hours when the employee fails to work in excess of one hundred fifty-nine (159) hours during any twenty-one (21) day work period for any reason, including vacation time, sick time, funeral and bereavement leave, injured on duty leave or any other time away from work, except that trading shifts or time off necessary to transfer members from one shift to another, shall not result in a loss of FLSA overtime hours during any twenty-one (21) day work period.

ARTICLE 27
OVERTIME/CALL-OUT PAY

Section 1. Payment of FLSA Overtime. Prior to the beginning of each calendar year, after vacations have been selected in accordance with the terms of this Agreement, each employee shall have the option of declaring whether they will take zero (0), one (1) or two (2) FLSA reduction days which will be selected in accordance with Article 15, Section 15.04(E) of this Agreement. If a firefighter declares that he is taking one (1) FLSA reduction day, the firefighter will not be entitled to any monetary compensation for the first twenty-four (24) hours earned [sixteen (16) hours worked] of FLSA overtime worked during that calendar year. If a firefighter declares that he is taking two (2) FLSA reduction days, the firefighter will not be entitled to any monetary compensation for the first forty-eight (48) hours of FLSA overtime earned [thirty-two (32) hours worked] during that calendar year. Any remaining FLSA overtime hours shall be compensated at the FLSA overtime rate. The FLSA overtime rate shall be one and one-half (1½) times each employee's regular hourly rate. The regular hourly rate shall be calculated by dividing the employee's regular annual salary, as set forth in Article 18, Section 18.01, by two thousand seven hundred fifty-six (2,756) hours. However, if a firefighter earns different rates of pay during a twenty-one (21) day work period, the FLSA overtime rate shall be one and one-half (1½) times the average hourly rate for that firefighter during the twenty-one (21) day work period. FLSA overtime compensation shall be paid in the pay period in which the twenty-one (21) day work period ends. Any FLSA overtime compensation earned shall be paid in the appropriate bi-weekly paychecks and shall not be paid in a separate paycheck.

Section 2. Fire Suppression Overtime. In the event that a need for overtime should occur in the Fire Department or Fire Prevention Bureau because of emergency, sickness, manpower shortage or other unforeseen conditions, the employee and/or employees required to work overtime, shall be paid at the rate of pay of one and one-half (1 1/2) times the hourly rate as determined by dividing the annual salary by 2300 hours. Any employee called out to work shall be guaranteed no less than two (2) hours of overtime; thereafter, overtime worked at any part of

an hour shall be paid for full hour, except for those on call back time for emergency will be paid a minimum of one (1) hour.

Section 3. Overtime List. Two Fire Department Seniority Lists shall be established for overtime, one for Fire Suppression and the other for Fire Prevention Bureau.

Section 4. Travel Time/Holdover. All time traveled between stations shall be deemed time worked up to a maximum of twenty-five (25) minutes. Holdover time shall be paid on the basis of overtime worked, and any part of an hour shall be paid for a full hour.

ARTICLE 28
FIRE PREVENTION-HOURS OF WORK/OVERTIME

Section 1. Work Day/Work Week. The regular workweek for the Lieutenant - Fire Prevention Office shall consist of forty (40) hours. The normal workday shall consist of either five (5) eight (8) consecutive hour days (Option 1), or four (4) ten (10) consecutive hour days (Option 2), to be scheduled Monday through Friday. Members of the Fire Prevention Office shall submit proposed schedules in four (4) week increments, choosing either Option 1 or Option 2 in their entirety. Schedules shall be submitted in advance to the Fire Chief for approval, on the first of each month, indicating the schedules for the following month.

Section 2. Overtime Defined. All work and duty performed beyond the number of hours in the normal workday or the normal workweek shall be classified as overtime, with the exception of the final two (2) hours of a four (4) day, ten (10) consecutive hour shift (Option 2).

Section 3. Requested Days Off. No two (2) members of the Fire Prevention Office may choose the same day off when working an Option 2 schedule. When scheduling vacation, not more than one member of the Fire Prevention Office may schedule vacation time off at the same time.

Section 4. Overtime Rate. Any Lieutenant - Fire Prevention Bureau employee required to work overtime as defined in Section 2 of this article shall be compensated for said overtime at a rate of one and one-half (1 1/2) times the employee's hourly rate, as determined by dividing the employee's annual salary by 2080 hours.

Section 5. Temporary Transfer To Fire Suppression. The Fire Chief may, at his option, choose to temporarily transfer one Lieutenant – Fire Prevention Bureau employee to fire suppression for the months of June, July, and August each year for the duration of this collective bargaining agreement. The Fire Chief may designate the transfer period as the entire three (3) months or for some period of time less than three (3) months. Such employee shall work the contractually agreed hours of work for a fire suppression employee. Overtime for such employee shall be as contractually agreed for a fire suppression employee working twenty-four (24) hours on duty and off for forty-eight (48) hours. Thirty (30) days notice must be given to the employee before the transfer period. The Fire Chief will designate to which shift the employee will be transferred. Once transferred to a shift, the Fire Chief is not permitted to transfer the employee to a different shift for the duration of such temporary transfer. The vacation time chosen for the

employee must be documented prior to the transfer. Vacation time chosen prior to the transfer period may be taken as documented. If vacation days/hours are changed after the transfer to fire suppression, the employee must abide by the contractual language limiting two (2) employees on vacation at the same time. The transferred employee is entitled to the same benefits as a fire suppression employee (i.e., holiday and FLSA benefits). Overtime, holiday, and FLSA rates of pay shall be the same as the rate the employee is entitled based on his current seniority status as a fire suppression employee.

The method for the temporary transfer will be as follows: any of the current Lieutenant/Fire Prevention Officers may bid for such transfer with the most senior employee in the Fire Prevention Bureau making such bid being awarded the transfer. If no employee bids for or volunteers for transfer to fire suppression, then the Fire Prevention Bureau employee with the least seniority shall be transferred by the Fire Chief to fire suppression for the specified time period.

To calculate vacation time conversion, the percentage of vacation taken while in fire suppression shall be calculated. The same percentage of vacation time shall be deducted from vacation time earned in fire prevention.

ARTICLE 29
CALL-OUT/FIRE PREVENTION OFFICER

Section 1. Procedure. The procedure for calling out inspectors (fire prevention officers), on temporary assignment shall be the same as for the Fire Suppression List, with hours being recorded and accumulated indefinitely. The most senior person who meets the minimum qualifications described herein will be called first. If the senior person fails to answer or turns down the call, the next senior, qualified person will be called until someone accepts the overtime opportunity. The person called will be paid at the rate of pay by the hour of the position of inspector or his regular hourly rate, whichever is greater. In the event that the regular inspector is on vacation and requests to work on the inspector's overtime, this is permissible. This section of the contract will apply whether or not additional Fire Prevention Officers are added. The Inspector's Overtime List will be handled strictly from the Chief's Office. Any problems will be directed to the Chief.

Section 2. Qualifications for Eligibility. In order to be eligible for call out the bargaining unit member must have completed Fire Prevention Officer's training and be certified by the State of Ohio as a Fire Prevention Officer. Additionally, in order to continue to remain eligible, the bargaining unit member must maintain minimum training standards so as to perform his duties as efficiently and as effectively as possible. Minimum standards shall include fifteen (15) hours of on-the-job training experience per calendar year (January 1 through December 31) with a full-time fire inspector.

Section 3. FPO Training. On-the-job training will be paid at the current rate of pay of the fire inspector; anyone holding a higher rank will be paid at their current rate of pay. Firefighters are permitted to deduct five (5) hours, from the total of fifteen (15) hours of on-the-job training required, by voluntarily participating in educational and training opportunities that are specifically related to fire prevention services. Such educational and training opportunities shall be approved by the Fire Chief prior to voluntary attendance, and firefighters engaging in these

approved educational and training opportunities for the purpose of deducting five (5) hours shall provide evidence and/or certification of such voluntary activities.

If by August 1 of each calendar year a firefighter has obtained at least ten (10) hours of on-the-job training, including voluntary schooling or training, five (5) hours of overtime may be made available to each member to complete the full requirement of fifteen (15) hours. Firefighters may not deny opportunities for on-the-job training while on duty, and under no circumstance shall on-the-job training result in reductions of the work force below minimum manning standards. For firefighters approved to attend on-the-job training, the member with the least number of training hours shall be afforded the priority opportunity to train, followed by the member with the next, least number of hours.

On-the-job training experience should include, when in the opinion of the Fire Chief or most senior Fire Prevention Officer the following are made available: final inspections for occupancy permits; fire suppression hood inspections; sprinkler system inspections; and, piping pressure tests. The Fire Chief or most senior Fire Prevention Officer shall have the right to determine additional activities that shall be considered for on-the-job training purposes.

ARTICLE 30
TRADE TIME

Section 1. Bargaining unit members shall be permitted to trade time, subject to the following conditions:

1. The bargaining unit agrees to disregard any other provision of the Agreement, including and without limitation, Articles 25 & 27, "Hours of Work," Article 42, "Holidays," and Article 31, "Wages and Salaries" in relation to the substituting of time or trading of shifts by employees.

2. The bargaining unit and Township agree that employees may agree solely at their option to substitute for one another during regularly scheduled of hours of work, providing the employees involved meet the minimum qualifications for the positions being filled.

3. The bargaining unit also agrees that the work performed by the substituting employee will be excluded by the Township in the calculation of hours worked for that employee.

4. The bargaining unit agrees that where one (1) employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

5. The bargaining unit agrees to waive any overtime that would be caused by the substituted time.

6. The bargaining unit recognizes and agrees that the Township is not required and will not keep record of the hours of the substituted work.

7. The bargaining unit understands and agrees that the substituted time is a voluntary agreement between the two employees.

8. The bargaining unit understands and agrees that when employees substitute for one another they do so at their own risk and that the Township will not be responsible for any time not repaid.

ARTICLE 31
MINIMUM MANNING

Section 1. Reversion of Management Rights. If it becomes necessary to invoke the call-out procedures set forth in this article more than five (5) times in any calendar year, the practice may be reviewed by the Employer and discontinued if it deems such action necessary.

Section 2. Manning Requirements. Minimum manning, as required by this article, will be considered to exist when either an outlying fire station has less than two (2) men on duty or when the main station has less than five (5) men on duty for a period in excess of two (2) hours. At such times, men will be called out under this article to provide manpower as described herein:

Section 3. Manning Call-Out List. A Fire Department seniority list for manning overtime will be established, and bargaining unit members may choose to be omitted from the list. Twice annually, during the first week in November and the first week of May, bargaining unit members not on the list may choose to add their name to the list by notifying the Chief and the President of the Union. Notice should be given thirty (30) days prior to the opening of the list.

Section 4. Manning Call-Out Procedure. When a manpower shortage occurs, the Captain or senior blue shirt at Station No. 1 will call off-duty employees on the overtime list in department seniority rotation and least amount of overtime hours. Only those off duty employees not on leave of absence or sick leave shall be eligible to fill the vacancy.

The person called must be capable of filling the vacancy. When a member agrees to work the overtime, he shall report to work within forty-five (45) minutes of receiving the call to work. The officer in charge shall be notified of the time of the member's arrival.

Overtime may be offered in two segments, with the first man who accepts being offered the option of working all the available time or working one-half the available time. If overtime available is less than eight (8) hours or after 10:00 p.m., the available man who accepts must work all of the overtime. The officer in charge shall be notified immediately of any intent to fill a vacancy with a split shift.

ARTICLE 32
WAGES AND SALARIES

Section 1. Base Salaries and Wages. The following represents the annual base percentage increases for bargaining unit members for the duration of this agreement. The actual wage rates are attached and appended to the parties' agreement as Appendix "A." Bargaining unit members wage rates will remain unchanged for the duration of the Agreement.

Section 2. Uniform Pay Rate. A uniform pay rate for monetary items other than regular wages and salaries shall be established by dividing the annual salary by 2300 hours. This uniform rate

shall be applied to vacation payback, sick leave payback, overtime rate and holiday rate. (Vacation days: Each day is 24 hours x hour rate vacation pay back.)

Section 3. Fair Labor Standards Act Pay Rate. The rate for payment of reduction hours (FLSA) is 2,756 hours.

Section 4. Bi-Weekly Rate. The bi-weekly rate shall be established by dividing the annual salary by twenty-six (26) equal pays. This bi-weekly rate shall not be brought up as an issue by the Township in further negotiations to change it from twenty-six (26) equal pays.

ARTICLE 33
HOSPITALIZATION, SURGICAL, & MEDICAL INSURANCE

Section 1. Hospitalization Coverage. The Township shall provide all full-time employees of the fire department with hospitalization, surgical, and major medical benefits.

Section 2. Contribution Rates. The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan.

	Employer	Employee	Total Base Contribution
Single Contribution	$388.38	$43.15	$431.53
EE/Child(ren) Contribution	$739.30	$82.14	$821.44
EE/Spouse Contribution	$872.41	$96.94	$969.35
Family Contribution	$1,129.27	$125.48	$1,254.75

Section 3. Cost Increases/Decreases in Subsequent Plan Years. In any given plan year, should the plan cost exceed the total base contribution amounts set forth above, the Employer shall contribute the first thirty dollars ($30.00) of the increase and the employee shall contribute the next twenty dollars ($20.00) of the increase, and the parties shall share any amount in excess of the initial fifty dollars ($50.00) on a 60/40 basis with the Employer assuming sixty percent (60%) of the cost and the employee paying forty percent (40%) of the cost.

The total contribution and obligations for both the employee and Employer will be adjusted according to the actual costs resulting from the above formula for each successive plan year, and then utilized to establish the parties' obligations for subsequent years. If the costs for the plan are decreased in any given year, then the premium contribution shares of the Employer and employee will be reduced by the amount of the savings on a sixty percent (60%) Employer/forty percent (40%) employee basis until reaching the base contribution amounts listed above. If the costs are reduced below the original base figures above, the employee will be credited on a dollar for dollar basis with those savings, up to the maximum base employee contribution. Savings beyond that amount are attributed to the base Employer share.

Section 4. Coverage Election/Participation. Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction in accordance with the township practice. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue

coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 5. Insurance Committee. The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, if created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, the Administrator/designee, and the Township Clerk/designee.

The insurance committee shall have the authority to make program coverage changes, alter benefit levels, and/or increase/decrease employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

Section 6. Life Insurance. All full-time employees of the Fire Department shall receive a $25,000.00 life insurance policy with premiums to be paid by the Township. Equal amounts of insurance may be purchased by the employees and the beneficiary will be designated by the employee. If the Township shall so arrange, employees shall be permitted to buy $15,000.00 of coverage at the employee's cost to be paid to the Township through check-off.

Section 7. Retirement Life Insurance. Should an employee retire with twenty (20) years or more of service, the employee shall receive from the Township a paid up life insurance policy for two thousand dollars ($2,000.00).

Section 8. Non-Use Bonus. Any employee who does not use his or her hospitalization coverage during a year, eye and dental coverage not included, shall receive a one hundred dollar ($100.00) bonus.

Section 9. Any employee who uncovers an error in any of his or her hospitalization bills shall receive, in cash, twenty-five percent (25%) of the amount recovered by the Township by reason of the mistake.

Section 10. Insurance Waiver.

A. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical) as described in this article for a (12) twelve month period will be awarded a bonus in an amount equal to fifty (50) percent of the established premium under which the employee would have been or is covered by the employer. Employees must make such waiver request in writing prior to November 1st of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.

B. Newly hired employees as of April 1, 1997, must make request for waiver of insurance within fifteen (15) days of hire, and will receive said bonus within ninety (90) days after insurance coverage is waived. The bonus of 50% will then be awarded and prorated, based upon the number of full months remaining in that year. Examples: 11 months =

11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc.

C. Newly hired employees must provide proof of insurance to the employer before choosing to waive the employer's current policy. If any employee who has exercised this option desires at a later date to return to the employer's current coverage, such request shall be made in writing and in accordance with the requirements of the employer's health and medical insurance provider/carrier. Upon choosing this option, the employee shall be required to produce evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical insurance provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

Section 11. Loss of Benefits.

A. Individual and family coverage terminates on the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work when under the provisions of a Leave Without Pay, individual and family coverage terminates on the actual day in which the employee resigns. All employees that are subject to the provisions of this section shall be entitled to receive continuing medical coverage as provided by law.

B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued at Township cost during such layoff up to a maximum of six (6) months from the end of the month that was last worked. If a layoff employee has not returned to work at the end of such period, individual and family medical coverage terminates subject to the "continuation" and "conversion" provided under the terms of the existing policy and as provided by law.

C. If an employee ceases work because of a non-occupational disability, defined herein as a non- work-related or on-the-job illness or injury that caused the disability, individual and family medical insurance will be continued to be paid by the Township during absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked after exhaustion of accumulated sick days. Thereafter, continuation of benefits shall be as provided by law.

D. If an employee ceases work because of an occupational disability, defined herein as a work-related illness or on-the-job injury that caused the disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstances beyond the end of the month for which statutory compensation payments terminate. Thereafter, continuation of benefits shall be as provided by law.

E. If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

ARTICLE 34
CLOTHING ALLOWANCE

Section 1. Clothing Allowance. All full-time employees of the Fire Department shall receive an annual clothing allowance during the life of this contract as follows:

	Blue Shirt	Officer
For the duration of the Agreement	$525.00	$550.00

The payment to such employees shall be within the first or second pay period of April each year.

Section 2. Turn-Out/Protective Gear. Protective gear shall be furnished by the Township as needed.

Section 3. Promoted Officer. A newly promoted officer (Assistant Chief, Captain or Lieutenant-Fire Prevention Bureau) shall be issued all required clothing for that position, even if it exceeds his annual allowance for that year.

Section 4. New Hire Allowance & Initial Issue. Clothing allowance for all Fire Department new hires, which will constitute the first two years clothing allowance, shall be paid totally by the Township. The Fire Chief shall see that all new hires will have the following (these items are the initial issue):

1. (1) Class A Uniform (coat & pants)
2. (1) Dress Hat
3. (1) Pair Dress Pants
4. (1) Belt
5. (1) Dress Shirt
6. (1) Tie
7. (1) Pair Shoes or Boots
8. (6) Pair Socks
9. (1) Winter Coat
10. (1) Hat Badge
11. (1) Shirt Badge
12. (1) Name Tag
13. (4) Pair Work Pants
14. (4) T-Shirts
15. (6) Golf Shirts
16. (1) Light Weight Jacket: all current employees shall be provided a lightweight jacket as initial issue.

ARTICLE 35
ATTENDANCE INCENTIVE

Section 1. Definition. Any time off other than bereavement leave shall mean no perfect attendance.

Section 2. Incentive Awards. Each full-time employee subject to this agreement shall be paid a one hundred fifty dollar ($150.00) three (3) month incentive award. The three (3) month incentive award shall be calculated for each consecutive three (3) month period (December-February) (March-May) (June-August) (September-November). The incentive award shall be paid on or about December 1 of each year.

Section 3. Duty-Related Absences & Leave. Employees absent from work due to vacation, holiday, military leave, attendance at seminars, training functions, or other duly-related absences from normal work schedule, or permitted Union functions, shall not be considered as absent from work for the purpose of this benefit.

Section 4. Day of Injury Credit. Any employee injured on duty shall receive credit for perfect attendance for the time lost on the day of injury. All other I.O.D. days shall count against perfect attendance. A Me-Too in I.O.D. is given to the Union if it is negotiated in the Road or Police contract for not counting against perfect attendance.

ARTICLE 36
OUT OF CLASS PAY

Section 1. The trade of shifts between a firefighter and a Captain shall not under any circumstance result in the payment of a Captain's pay to any firefighter as a result of a temporary vacancy caused by any trade of shifts.

Section 2. Captain for Assistant Chief. When a temporary vacancy occurs in the Fire Department rank of Assistant Chief due to leave of absence, sick leave, or for other reason, a Captain shall be appointed by the Fire Chief to perform the duties and functions of that rank. Such employee required to accept the duties and responsibilities of Assistant Chief shall be paid only for hours worked in the higher rank for said temporary assignment.

Section 3. Fire Fighters for Captain. When a temporary vacancy occurs in the rank of Captain in the Fire Department, a senior man on the turn on duty will be assigned to fill such vacancy and shall be paid only for hours worked in the higher rank for said temporary assignment. The definition of a "senior man" in this situation shall be any firefighter who meets the same minimum standards as required to apply for promotion to the position of Captain as outlined in the Civil Service Rules and Regulations or, specifically, must have two years of seniority in the Boardman Fire Department. If there are firefighters who meet this standard on duty, and if no one wishes to fill this position, the junior firefighter meeting this standard will fill the vacancy. If no one meets this minimum standard, then it shall be determined that no one is qualified to fill the temporary vacancy in the position of Captain, and the position resulting from such a temporary vacancy shall remain unfilled. If a Captain comes out for overtime, he shall be paid the Captain's rate of pay and not the senior firefighter rate. Any firefighter assigned to work as temporary Captain shall work at #1 Station.

ARTICLE 37
MINIMUM PERFORMANCE/SKILLS STANDARDS

Section 1. All bargaining unit members agree to perform an annual minimum performance standards (MPS) test. Bargaining unit members that successfully complete the MPS test shall

receive an annual four hundred dollar ($400.00) performance bonus. Payment for successful completion of the MPS test will be distributed in November of each year, including year one of the agreement.

Section 2. MPS Testing will be performed according to a schedule agreed to by the parties. If any bargaining unit member is off, it shall be made up on their second shift back falling on a week day.

Section 3. The Fire Chief shall conduct the MPS test. All members shall have three (3) attempts to perform each task. If after three (3) attempts a member's performance is unsatisfactory or incomplete, a new date at least two (2) weeks, but not more than four (4) weeks, after the initial date will be scheduled. The second test date shall be attended by the bargaining unit member, a Union official, the Fire Chief, and the Administrator/designee. The member in question shall be given three (3) more attempts at the task in question. If, after three (3) more attempts the member is unable to complete the task within the established parameters, the Employer reserves the right to place said member on sick leave or disability leave until such time that said member can perform all tasks of the MPS test.

Section 4. The following tasks comprise the MPS Test:

A. Task A: Donning of air pack, which consists of donning an air pack and face piece. There shall be a reasonable time limit on Task A.

B. Task B: Basic aerial truck scenario, which consists of setting the brake, extending the stabilizing devices, and safely extending the aerial ladder to its maximum height. There shall be a reasonable time limit on Task B.

C. Task C: Basic fire ground scenario, which consists of setting the airbrake of the pumper and transferring it to pump, exiting the truck, establishing a water supply from a fire hydrant, pulling a 200' pre-connect attack line, returning to the pump and charging said hand line. There shall be a reasonable time limit on Task C.

D. Task D: Basic Driving Proficiency, which consists of safely operating each fire department pumper and aerial devices over Boardman Township streets and roads.

E. Task E: Basic Pump Setting Proficiency, which consists of setting the brakes, changing the PTO from Road to Pump, exit the vehicle, and demonstrate the ability to deliver a pressurized stream. There shall be a reasonable time limit on Task E.

F. Task F: Ladder raise, consisting of approaching and removing a roof ladder. Using a one man ladder, carry and raise onto a wall within a reasonable distance, ascend to and touch the top rung, descend and return said ladder to its place on the pumper. There shall be a reasonable time limit on Task F.

ARTICLE 38
PENSION

Section 1. Employee Contributions Tax-Deferred. The Township agrees to continue the procedure under existing state law that allows the employee's contributions to Ohio Police & Fire Pension Fund to be tax deferred.

ARTICLE 39
SICK LEAVE

Section 1. Accrual. All full-time employees of the Fire Department shall earn sick leave at the rate of four and six tenths (4.6) hours per eighty (80) hours of service and may accumulate unlimited hours. Each employee will be charged by hours of sick leave for each hour of absence from previously scheduled work. Sick leave shall also accumulate for all overtime hours worked. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such time and in such amounts as provided in this Agreement.

Section 2. Usage. Upon the approval of the Employer, sick leave shall be granted to members for absence from regularly scheduled hours of employment for the following reasons:

A. Sickness, illness or injury of the member;
B. Pregnancy of the member;
C. Exposure to contagious disease that can be communicated to other persons;
D. Sickness, illness or injury to a member of the immediate family of the member.

Once an employee reports off citing one of the approved uses of sick leave, vacation time may not be substituted for that sick leave at a later date.

Section 3. Documentation. The Fire Chief may require a doctor's excuse from any employee stating the nature of the illness for any absence requiring medical attention in excess of two (2) consecutive scheduled working days. If no medical attention was required, the employee shall sign a verification slip stating the exact use of sick leave.

Section 4. Sick Leave Transfer. An employee who transfers to the Employer from another public agency after June 1, 2007, shall not be allowed to transfer the unused balance of his accumulated sick leave to Boardman Township.

Section 5. Sick Leave Conversion. For those employees hired prior to April 1, 2007, at the time of an employee's death, retirement, or separation from service, provided that the employee has fifteen (15) years of service with the Township, the employee shall be paid in cash forty-five percent (45%) of the total of all the employee's accumulated unused sick leave. Payment shall be based on the rate of pay as determined by dividing the annual salary by 2300 hours at the time of death, retirement or separation from service. Also from forty-five percent (45%) to seventy-five percent (75%) of the total, the employee shall be paid one-half (1/2) the prevailing Federal Minimum Wage at time of buy back.

For those employees hired after April 1, 2007, at the time of an employee's death, retirement, or separation from service, provided that the employee has fifteen (15) years of service with the

Township, the employee shall be paid in cash twenty-five percent (25%) of the total of all the employee's accumulated unused sick leave, not to exceed two hundred forty (240) hours. Payment for all sick leave conversion, including the buyback option, shall be based on the rate of pay as determined by dividing the annual salary by 2756 hours at the time of death, retirement, or separation from service.

Section 6. Sick Time Buy Back Option. All employees who have at least three hundred (300) hours of banked sick time accumulated are eligible to participate in a sick leave buy back option. Eligible employees shall be permitted to sell back sick time hours they have not used, on a form provided by the employer, on a 2:1 ratio.

Example: Employee chooses to purchase 150 hours:

150 hours / 2 = 75. 75 hours X the employee's current hourly rate of pay = amount received

1. Minimum of three hundred (300) accumulated hours must remain in the bank upon execution of a buy back option.

2. Buy back options shall not exceed a maximum of the one hundred fifty (150) hours accumulated in the previous twelve (12) month period.

3. Buy back options and related hours of payment are not subject to the Ohio Police and Fire Pension Fund for either the employer or employee.

4. For employees who are eligible and have exercised this buy back option, payments shall be provided in either the first or second regular payroll period following the request.

5. Requests for exercising a buy back option may only be utilized one time per employee in a calendar year.

ARTICLE 40
VACATION

Section 1. Suppression Accrual. Fire suppression employees hired on or after October 1, 2010, shall receive vacation days after complete years of service as follows:

Years of Service	Annual Vacation	Days/Hours
Less than one (1) year	None	None
1-7 years	2 weeks	5 days /120 hours
8-14 years	3 weeks	7 days / 168 hours
15-24 years	4 weeks	10 days / 240 hours
25 years or more	5 weeks	12 days / 288 hours

Fire suppression employees hired before October 1, 2010, shall receive vacation days after complete years of service as follows:

Years of Service/Days	Years of Service/Days	Years of Service/Days
1 year - 5 days	12 years - 10 days	22 years - 15 days
3 years - 6 days	14 years - 11 days	24 years - 16 days
6 years - 7 days	16 years - 12 days	26 years - 17 days
8 years - 8 days	18 years - 13 days	28 years - 18 days
10 years - 9 days	20 years - 14 days	30 years - 19 days

* For the purpose of determining an employee's number of vacation days, each employee shall be entitled to count active military service.

All non-probationary employees who are entitled to additional vacation time after anniversary dates can take the time off any time during the same calendar year. Any employee terminating employment for any reason prior to his anniversary date will be docked any time off advanced to him unearned, in his terminal pay.

Section 2. Vacation Selection. Selection of vacations on each turn will be on the basis of fire department seniority, with the exception that the Assistant Chief on each shift must select all his vacation prior to any other employees on his shift beginning their vacation selection process. The Assistant Chief must choose his vacation in a timely manner so as to allow adequate time for the remainder of the employees on his shift to pick their vacations prior to the end of the year.

Section 3. Vacation Year. The vacation year for members of the bargaining unit shall begin January 1 and conclude December 31 of the same calendar year.

Section 4. Shifts to Pick or Trade. In the selection of vacation days and FLSA days, employees may take up to one (1) full shift to pick. Employees shall select full weeks of vacation first, followed by single remaining vacation days. FLSA days may only be scheduled after the shift's vacation time has been scheduled.

A. **Two Selections Per Shift Only.** Employees may make no more than two (2) selections per shift. Three (3) or more selections during one (1) pick shall not be allowed. For example, an employee may choose to take one (1), two (2), three (3) etc. consecutive weeks, and then may select vacation at a different time of the year also choosing one (1), two (2), or three (3) etc. consecutive weeks.

   The selection process may proceed to a second round of selections and a third, etc. following the two (2) selections per shift guidelines.

B. **No More Than Two Employees on Vacation or FLSA Day at the Same Time.** An employee may choose to schedule the same vacation or FLSA days as another employee, provided there are no more than two employees, regardless of rank, off on any combination of vacation or FLSA days at the same time. In the event an employee bids

to or is transferred to another shift, he shall be entitled to have the same number of selected days off as he had selected when on his original shift.

All employees other than the Assistant Chief may choose to take vacation without consideration for when the Assistant Chief has chosen vacation provided there are only two employees scheduled off at the same time.

The Assistant Chief and Captain may not schedule vacation days at the same time.

C. **Single Vacation Days.** If, after all employees have selected full vacation weeks, some employees have a single day of vacation remaining, these selections shall be made in order of fire department seniority on each turn. No more than two (2) picks per shift will be made under any circumstances.

D. **FLSA Day Selection.** FLSA days are selected after all vacation days have been selected. FLSA days are selected according to fire department seniority on each turn, regardless of rank.

If, after the vacation and FLSA day selection process is complete, a previously chosen day, week, or weeks is/are vacated, the right to select such time shall go to the next senior employee on the turn.

E. **Split Vacation Week.** Once the vacation and FLSA day selection process is complete, employees may choose to vacate a week and choose another week, or split a vacation week into days. Under this provision, a vacation day that is selected may be taken in the same manner as an FLSA day (in order of fire department seniority on each turn, regardless of rank). The employee may select this day in conjunction with another employees scheduled on vacation or FLSA day on the same day.

Employees shall be permitted to trade vacations and other days off between employees on the same turn, upon prior written request signed by both parties.

No shift may be reduced below the 9-person minimum manning level and cause overtime due to vacation or FLSA day pick.

Section 5. Use of Sick Leave in Lieu of Vacation. An employee who is on I.O.D. leave, or who is on sick leave for the shift immediately prior to his scheduled vacation time, shall be permitted to use sick leave rather than his scheduled vacation, provided he has not yet started his scheduled vacation. An employee cannot use sick leave for immediate family in place of vacation. If carry-over vacation is requested and approved, it must be taken within the first ninety (90) days of the next year.

Section 6. Vacation Accrual: Lieutenant/Fire Prevention Bureau. The vacation plan for Lieutenant-Fire Prevention Bureau personnel hired on or after October 1, 2010, shall be after complete years of service as follows:

Years of Service	Annual Vacation	Days/Hours
Less than one (1) year	None	None
1-7 years	2 weeks	10 days / 80 hours
8-14 years	3 weeks	15 days / 120 hours
15-24 years	4 weeks	20 days / 160 hours
25 years or more	5 weeks	25 days / 200 hours

The vacation plan for Lieutenant - Prevention Bureau personnel hired before October 1, 2010, shall be after complete years of service as follows:

Years of Service/Days	Years of Service/Days	Years of Service/Days
1 year - 10 days	16 years - 24 days	26 years - 33 days
6 years - 15 days	18 years – 25 days	28 years - 36 days
9 years - 18 days	20 years - 27 days	30 years - 40 days
12 years - 20 days	22 years - 29 days	
14 years - 22 days	24 years - 30 days	

ARTICLE 41
HOLIDAYS

Section 1. Hours of Pay. All bargaining unit employees, upon completion of six (6) months employment, shall receive eight (8) hours of holiday pay. All members working eight (8) hours of a holiday shall receive an additional four (4) hours of holiday pay, plus pay for all hours worked. All members working sixteen (16) hours of a holiday shall receive an additional eight (8) hours of holiday pay, plus pay for all hours worked. Any employee working more than one holiday increment, midnight to 8:00 a.m. or 8:00 a.m. to midnight, will only be entitled to one holiday increment per holiday, the highest one earned.

Section 2. Dates. Holidays shall be as set forth in the Ohio Revised Code; and shall be celebrated on the actual date of the holiday; for example, January 1 shall be celebrated as a holiday on the day it actually falls and not a following Monday. These holidays are:

A. First day of January;
B. Third Monday of January;
C. Third Monday of February;
D. Last Monday of May;
E. Fourth day of July;
F. First Monday of September;
G. Second Monday of October;
H. Eleventh day of November;
I. Thanksgiving Day;
J. Day after Thanksgiving;
K. Twenty-fifth day of December.

Section 3. Holiday Work Pay Rate. Holiday pay shall be computed on the basis of 2300 hours, all eleven (11) holidays at one and one-half (1 1/2) times.

ARTICLE 42
BEREAVEMENT LEAVE

Section 1. Amount. Suppression personnel shall be granted a maximum of two (2) working days of leave with pay for death in the immediate family. Fire Prevention personnel shall be granted a maximum of three (3) working days of leave with pay for death in the immediate family. If death occurs on a duty-day the day will not be counted.

If there is a death of the mother, father, child, brother, sister, mother-in-law or father-in-law and the employee is required to attend the funeral 200 miles or more out of town, then the leave of absence shall be expanded to three (3) full working days for Suppression personnel, and five (5) working days for Fire Prevention personnel. Bereavement leave shall not be charged against sick leave.

Section 2. Immediate Family Defined. The definition of immediate family shall include the employee's spouse, parent, parent-in-law, step-parent, child, step-child, brother, half-brother, sister, half-sister, grandparents, grandparents-in-law, grandchild, brother-in-law, sister-in-law, or any other relative living in the employee's home.

Section 3. Other Bereavement Leave. In the event of the death of an aunt, uncle, niece, nephew or cousin, the employee may attend the funeral and be granted at least eight (8) hours leave for such purposes. Such leave shall be charged as sick leave.

ARTICLE 43
MILITARY LEAVE

Section 1. All full-time employees shall be granted a leave of absence for military service. The difference in pay between what the employee would have received as regular pay and his pay for active military service, if less, shall be paid by the Township. Military duty shall not be charged to sick leave, earned days off or vacation time.

ARTICLE 44
JURY DUTY

Section 1. Compensation. All full-time employees shall be granted a leave of absence with pay, minus any compensation received as jury pay, for jury service on regularly scheduled duty days.

Section 2. Procedure. The Township will release the employee from Fire Department duty eight (8) hours prior to the time indicated on his jury summons. After the Court has released them from that day's jury duty, employees shall return to work if they have not been assigned to a case. Once an employee is assigned to a case that is continued into a scheduled Fire Department workday, he shall not be required to return to Fire Department duty during the time he is assigned to that case.

ARTICLE 45
FAMILY MEDICAL LEAVE ACT (FMLA)

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and as set forth herein. Any leave taken by an employee for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the function of his or her job.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family Medical Leave Act shall not be reduced to comply with the FMLA. No employee shall lost seniority during the period of time that is attributable to the Family Medical Leave Act. An employee shall not be required to use paid leave benefits provided in this labor agreement prior to the use of unpaid leave.

ARTICLE 46
INJURED ON DUTY

Section 1. Intent and Purpose. The intent and purpose of the injury on duty leave policy herein is for the Township to assist employees with work-related injuries in obtaining the necessary maintenance and care during the short period of time following the work-related injury.

Section 2. Injured on Duty Leave. All members shall be entitled to forty-eight (48) working days of injury leave with salary continuation and benefits at 100% during every two-year period of employment for a service-connected injury or disability sustained during the performance of duties. All employees on injured on duty leave must have their physician complete a short medical report form every sixteen (16) days which verifies the status of the employee as related to the need for injured on-duty pay. Employees are required to turn in said short medical report form to the Fire Chief in order to receive injured on duty pay every two weeks in advance of, and in accordance with, the payroll process. The Township may require a physical by an impartial physician if the bargaining unit member is off work for more than sixteen (16) calendar days and the finding of the impartial physician shall be binding on both the union member and the Township with regard to continuing I.O.D. payments. For each successive sixteen (16) days another physical may be required with the same restrictions as to continuing injured on duty payments. The Township will pay all charges for Township-required physicals.

Section 3. Requests for Extension. Requests for extending this forty-eight (48) day injury leave period due to extenuating medical circumstances may be made by the injured employee, his designee and/or his physician upon written request. , and decided by an impartial physician as described in Section 2. The employee's written request must indicate the length of the extension requested and supporting rationale. Nothing in this contract provision shall prohibit the injured employee the right to present related medical information to support a request for extension of the forty-eight (48) day injury leave period.

Section 4. Right to File Worker's Compensation Claim. Nothing in this contract provision whatsoever shall be construed to impair, prohibit or discourage the right of an employee to file a workers' compensation claim under the laws of Ohio.

Section 5. Additional Claims Within Two-Year Period. Any additional claims in a two-year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Fire Chief who may grant an exception to this article and permit an additional claim in a two (2) year period. The Chief shall respond with all due diligence to requests for additional claims made under this contract provision, and shall consult with an employee's physician(s) prior to making a determination to grant and/or deny an exception to this article by permitting an additional claim.

Section 6. Stop Work. Whenever a member is required to stop working because of a service-connected injury or disability, said member shall be paid for the remaining hours of that workday and such time shall not be charged to leave of any kind.

Section 7. Light Duty. If a member on injury leave and/or worker's compensation is determined to be capable of performing light duty, the Employer may reasonably require that member to return from injury leave or worker's compensation to perform light duty. Such light duty shall be temporary and transitional in nature, and may include job modifications and/or assignments to permit rehabilitation so the member can return to his/her regular job. Light duty jobs and/or assignments, and length of such temporary/transitional assignments therein, shall be determined by the Employer.

Modified/light duty assignments may be approved for a total of 180 consecutive days. Requests for extending light duty assignments due to extenuating medical circumstances may be made by the injured employee or his/her designee upon written request in increments of sixty (60) days, not to exceed an additional 180 days. The employee's written request must indicate the length of the extension requested and supporting rationale. Nothing in this contract provision shall prohibit the injured employee the right to present related medical information to support a request for extension of a light duty assignment.

An understanding of light duty job assignments as related to a member's limitations shall be determined through consultation with the Employer, the member, and his/her treating physician's certification on his/her physical or mental capacity and limitations if a member of the unit claims he/she can perform light duty work and/or assignments. All medical releases to work in light duty jobs and/or assignments which are provided by physicians must clearly define the work restrictions in objective terms of what the employee may or may not physically perform in a light duty job assignment which has been determined by the Employer. Failure to provide a treating

physician's statement as to the specific modified/light duty performance capabilities of a member will result in that member not being placed on light duty immediately, but requiring the member to utilize applicable leave benefits until such documentation is provided to the Fire Chief or his/her designee.

Section 8. Application for Worker's Compensation. In implementing the above provisions of this Agreement as they relate to injured on duty payments, the parties agree that the Township is to be reimbursed for any workers' compensation benefits paid over the same period in which salary continuation was paid pursuant to 5 Ohio Administrative Code Section 4123:5-20 or any amendment thereof in implementing sections 1 – 10 of this Article.

Section 9. Worker's Compensation Code. The parties agree to follow the administrative procedures established by the Ohio Bureau of Worker's Compensation set out at 5 Ohio Administrative Code 4123:5-20 or any amendment thereof in implementing sections 1 - 5 of this Article.

Section 10. Hospitalization Coverage. A member who is on injured on duty leave or workers' compensation status shall have full medical/hospitalization coverage maintained by the Township for a period of one (1) year after injury. Employees injured on duty shall also be entitled to full hospitalization coverage for fifteen (15) months for one injury occurrence in their career. All other occurrences shall be maintained for twelve (12) months, with the exception of burn injuries that shall be maintained for twenty-four (24) months. Burn injuries are not limited to a one (1) injury occurrence.

Section 11. Use of Sick Leave, Vacation or Accumulated Time. When an employee is out of injured on duty leave or is otherwise away from his employment by reason of extended illness, the employee may request that the Township shall make the employee's pension contributions to the Ohio Police and Fire Pension Fund, as long as the employee is on active pay status (i.e., use of accumulated sick time, unused vacation or accumulated time). Per State law, the Township and employees are not permitted to make such contributions after the employee has exhausted his available accumulated sick leave, unused vacation, or accumulated time and is not on active payroll status. In the event that employees have exhausted all accumulated time as described, and pension contributions are/were not provided to the Ohio Police and Fire Pension Fund for any period of time by either the Township or employee, employees in this situation may purchase service credit for the employee portion of lost service time/credit in accordance with requirements of ORC 742.221.

ARTICLE 47
DRUG AND ALCOHOL TESTING POLICY

Section 1. Drug & Alcohol Testing Policy. The parties agree that members of the bargaining unit shall be subject to the Employer's Drug and Alcohol Testing Policy. The parties further acknowledge that in addition to individualized, reasonable suspicion testing, bargaining unit members, by virtue of the safety-sensitive functions that they perform, shall be subject to the random testing component of the policy. The Employer's Drug and Alcohol Testing Policy is attached and incorporated into this Agreement as Appendix B.

ARTICLE 48
SEVERABILITY & HEADINGS

Section 1. Severability. If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. Should such an event take place, the parties agree to meet and discuss an acceptable replacement for the invalidated provision. Should the parties be unable to reach agreement, either party may file a notice to negotiate over the invalidated provision.

Section 2. Headings. Headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

ARTICLE 49
TERMS OF AGREEMENT AND TERMINATION

Section 1. Contract Dates. This Agreement shall be effective on the 1st day of March 2011, and shall remain in full force and effect until and through the 28th day of February 2014.

Section 2. Renewability & Negotiations. It shall automatically be renewed from year to year, unless either party notifies the other of its desire to terminate this Agreement and to begin to negotiate respecting the terms of a new Agreement. Said notice shall be in writing and presented at least 60 days prior to February 28, 2014. The parties shall commence negotiations no later than December 28, 2013.

SIGNATURE PAGE

Signed and dated at Boardman, Ohio, on this 15th day of March, 2011.

For Boardman Township

Brad Calhoun, Trustee

Thomas Costello, Trustee

Larry Moliterno, Trustee

Jason Loree, Township Administrator

Jim Dorman, Fire Chief

Michael D. Esposito, Chief Negotiator
Clemans, Nelson & Associates, Inc.

For the Union

Harry Wolfe, President IAFF Local 1176

Jim Hoover, Vice-President IAFF Local 1176

Scott Murray, Secretary IAFF Local 1176

Joe Romeo, Trustee IAFF Local 1176

Tom Roberts, Treasurer IAFF Local 1176

Attorney Dennis Haines, Union Counsel

APPENDIX A
WAGE SCHEDULE

The following pay schedule will be effective for bargaining unit members hired or promoted after January 1, 2011, effective until March 31, 2014:

Effective January 1, 2011	Hourly Rate	2300 Rate	Bi-Weekly Rate	Annual Salary
Assistant Chief (After 3 years in rank)	$24.89	$29.82	$2,638.27	$68,594.93
Assistant Chief (After 2 years in rank)	$24.64	$29.53	$2,611.88	$67,908.98
Assistant Chief (After 1 year in rank)	$24.39	$29.23	$2,585.50	$67,223.03
Assistant Chief (Entry)	$24.14	$28.93	$2,559.12	$66,537.08
Captain (After 3 years in rank)	$22.64	$27.13	$2,399.94	$62,398.52
Captain (After 2 years in rank)	$22.41	$26.86	$2,375.94	$61,774.53
Captain (After 1 year in rank)	$22.19	$26.59	$2,351.94	$61,150.55
Captain (Entry)	$21.96	$26.32	$2,327.94	$60,526.56
Lieutenant-FPO[1] (After 3 years in rank)	$27.56		$2,204.63	$57,320.42
Lieutenant-FPO (After 2 years in rank)	$27.27		$2,181.90	$56,729.37
Lieutenant-FPO (After 1 year in rank)	$27.00		$2,159.86	$56,156.34
Lieutenant-FPO (Entry)	$26.72		$2,137.82	$55,583.32
Fire Fighter- Step 14 (After 22 years)	$20.79	$24.91	$2,203.74	$57,297.24
Fire Fighter- Step 13 (After 21 years)	$18.50	$22.17	$1,961.00	$50,986.00
Fire Fighter- Step 12 (After 20 Years)	$16.82	$20.15	$1,782.92	$46,355.92
Fire Fighter- Step 11 (After 18 years)	$16.16	$19.36	$1,712.96	$44,536.96
Fire Fighter- Step 10 (After 16 years)	$15.41	$18.47	$1,633.46	$42,469.96
Fire Fighter- Step 9 (After 14 Years)	$14.15	$16.96	$1,500.00	$39,000.00
Fire Fighter- Step 8 (After 12 Years)	$13.43	$16.09	$1,423.08	$37,000.00

[1] For a Lieutenant-FPO Position that is transferred to serve in the suppression division, the below rates shall apply during the time of transfer:

Classification	Hourly Rate	2300 Rate	Bi-Weekly Rate	Annual Salary
Lieutenant- FPO (After 3 years in rank)	$20.80	$24.92	$2,204.63	$57,320.42
Lieutenant-FPO (After 2 years in rank)	$20.58	$24.66	$2,181.90	$56,729.37
Lieutenant-FPO (After 1 year in rank)	$20.38	$24.42	$2,159.86	$56,156.34
Lieutenant-FPO (Entry)	$20.17	$24.17	$2,137.82	$55,583.32

APPENDIX A
WAGE SCHEDULE (Continued)

Effective January 1, 2011	Hourly Rate	2300 Rate	Bi-Weekly Rate	Annual Salary
Fire Fighter- Step 7 (After 10 years)	$12.88	$15.43	$1,365.38	$35,500.00
Fire Fighter- Step 6 (After 8 year)	$12.34	$14.78	$1,307.69	$34,000.00
Fire Fighter- Step 5 (After 6 years)	$11.79	$14.13	$1,250.00	$32,500.00
Fire Fighter- Step 4 (After 4 years)	$11.25	$13.48	$1,192.31	$31,000.00
Fire Fighter- Step 3 (After 3 years)	$10.34	$12.39	$1,096.15	$28,500.00
Fire Fighter- Step 2 (After 2 Years)	$9.80	$11.74	$1,038.46	$27,000.00
Fire Fighter- Step 1 (After 1 Year)	$9.25	$11.09	$980.77	$25,500.00
Fire Fighter- Entry	$8.71	$10.43	$923.08	$24,000.00

APPENDIX B
BOARDMAN TOWNSHIP
DRUG AND ALCOHOL TESTING PROGRAM

A. Purpose: Notice

1. The Employer has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence, illegal drug use, or drug and alcohol abuse.

2. Liability could be found against the Employer and the employee if the Employer fails to address and ensure that employees can perform their duties without endangering themselves or the public.

3. There is sufficient evidence to conclude that use of illegal drugs, the misuse of drug and drug, or alcohol dependence seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics by employees is a crime in this jurisdiction and clearly unacceptable.

4. Further, the magnitude of harm and risk are increased where employees carrying out safety sensitive functions are impaired. Thus, those personnel occupying safety-sensitive positions are subject to greater scrutiny for the use of illegal drugs or the abuse of drugs or alcohol.

B. Definitions

1. "Employee" means all personnel employed by the Employer. "Safety-sensitive employee" means those personnel occupying positions where the essential functions of the position involve the discharge of duties fraught with risks of injury to others such that a momentary lapse of attention can have disastrous consequences.

2. "Safety sensitive functions" means all time an employee is at work or required to be in readiness for work.

3. "Reasonable suspicion" means an apparent state of facts, circumstances, or information which exists from an inquiry by the supervisor or from a creditable source which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of or using drugs/narcotics.

C. General Rules

1. Employees shall not take any narcotics or dangerous substances unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use

of drugs by an employee, whether at or outside Township employment, shall not be tolerated.

2. All property belonging to the Employer is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, Employer-owned vehicles, desks, containers, files and storage lockers.

3. Employees who have reasonable basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.

4. Failure to comply with the intent or provisions of this section may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow the regulations prescribed in this section shall result in immediate relief from duty pending disposition of any administrative personnel action.

D. Policy - Drug Testing and Alcohol Testing

Pre-Employment Testing

All prospective appointees for any safety-sensitive position will be routinely tested for drug or narcotic usage. The testing procedure and safeguards set forth in this section shall be followed. Applicants testing positive for drugs or refusing a drug test shall not be hired.

Return to Work From Layoff Testing

Employees returning to work from layoff after one (1) year shall be tested for drug or narcotic use at the time of recall.

Reasonable Suspicion Testing

Reasonable suspicion drug and/or alcohol testing will be required if a supervisor or management person has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs using illegal drugs, or had a substance abuse problem. Employees to be tested under reasonable suspicion shall be driven to the test site by a supervisor.

A supervisor who orders a drug or alcohol test when there is a reasonable suspicion of the use of alcohol or any drug or narcotic shall forward a report containing the facts and circumstances directly to the department head. The employee shall be verbally advised of any applicable reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.

APPENDIX B
BOARDMAN TOWNSHIP
DRUG AND ALCOHOL TESTING PROGRAM (Continued)

Post-Accident Testing

Post-accident testing for drugs and alcohol will be required after accidents occurring while an employee is carrying out safety sensitive functions in the following circumstances:

Any accident involving a fatality; any moving vehicle accident in which the employee driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or any moving vehicle accident in which: the employee driver is cited and off-site medical treatment is required for any drivers or passengers.

Random Testing

Up to five percent (5%) of all safety-sensitive employees may be randomly tested for alcohol per year and twenty percent (20%) may be randomly tested for drugs per year.

All safety-sensitive employees will be included in a computer-based random selection pool and names of employees selected for testing shall be returned to the random pool after testing to insure that each employee's chances of being selected are the same.

Return to Duty Testing and Follow-up Testing

Any employee who tests positive on a drug or alcohol test must be evaluated, treated and must successfully complete a drug or alcohol treatment program and be given a return to duty test with passing results as a condition for returning to duty. The alcohol test result must be less than 0.04 BAC, and the controlled substance test must be negative. After testing positive for drugs and returning to duty, the employee will be subject to random urinalysis at any time for a two (2) year period

Alcohol Testing Procedures

Alcohol tests shall be by breathalizer (EBT) administered by a certified Breath Alcohol Technician (BAT). A breath alcohol content (BAC) of 0.04 shall be considered a positive test.

The test shall take place at a location that assures privacy and denies access to unauthorized individuals. The employee will provide photo ID and has the right to request ID of the BAT. A copy of the result will be provided to the employee.

A confirmation test will be required of any result showing an alcohol concentration level of 0.04 or greater. Positive test results shall be immediately transmitted to an employer representative in a confidential manner.

An employee testing 0.04 or above shall be removed from duty for no less than twenty-four (24) hours. If an employee testing 0.04 or above was driven to a testing site by a supervisor, the supervisor shall drive the employee home after testing or the employee may choose to contact a family member or other individual to drive him/her home. If the employee drove himself/herself, the employee will remain at the test site until a supervisor arrives to drive the employee home. The employee shall be responsible to make arrangements for his vehicle left at work or the testing site.

Drug Testing Procedure

Drug testing shall be by urinalysis for the presence of metabolites of cannabinoids (marijuana), cocaine, opiates, amphetamines, methamphetamine, oyxcodone (oxycotin), propoxyphene, benzodiazepines, barbiturates, methylenedioxmethyl amphetamine (Ecstasy) and phencyclidine;) (PCP). A "split sample" method of collection will be used. The primary specimen shall be subject to an instant testing method. The foregoing drugs test positive at the following thresholds:

Drug	Initial Screening	Confirmation
Cannabinoids (marijuana)	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Methamphetamine	1,000 ng/ml	500 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml
Opiates	2,000 ng/ml	2,000 ng/ml
Oyxcodone (oxycotin)	100 ng/ml	100 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Barbiturates	200 ng/ml	300 ng/ml
Methylenedioxmethylamphetamine (Ecstasy)	500 ng/ml	500 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

In the event that the primary specimen tests positive, a confirmatory test will be performed. The confirmatory test shall be performed by a DHHS certified laboratory. An employee may request a re-test within seventy-two (72) hours of being informed of a positive result and may have the re-test performed at a different DHHS certified laboratory at the employee's cost.

Urine collection for controlled substances shall be at a collection site which shall have in place sufficient security measures to ensure that no unauthorized personnel handle specimens or gain access to the laboratory process or to the area where records are stored, and shall use chain of custody procedures and chain of custody forms. The date, time,

and purpose of handling or transfer and every individual in the chain of custody shall be identified and documented.

Specimen collection shall occur in a private setting and procedures shall be used that do not demean, embarrass, or cause physical discomfort to the employee. The collection site technician shall be of the same sex as the employee to be tested. The employee will provide photo ID.

A tamper-proof seal shall be used on the containers and they shall be labeled with the date and the employee's identifying number, and shall be initialed by the employee. The employee shall also be required to sign a certification on the custody and control form that the sample is his.

The laboratory shall report test results in a manner ensuring confidentiality to the employer's Medical Review Officer (MRO).

The MRO shall report only that the test was positive or negative, and if positive, for which drugs. However, the MRO may reveal the quantitational test results to the employer, the employee or decision maker in a lawsuit, grievance, or by other proceedings initiated by or on behalf of the employee and arising from a verified positive drug test.

The MRO will contact the employee directly, where possible, for a medical interview prior to verifying a test result as positive.

Any employee shall upon written request have access to any records relating to his or her drug test.

Refusal to Test

An employee's refusal will be considered as a positive test and subject him to discipline under part (C) of the discipline section of this program. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result.

Any person refusing to take a pre-employment test will not be hired. An employee refusing to take a return to duty test cannot be returned to duty.

APPENDIX B
BOARDMAN TOWNSHIP
DRUG AND ALCOHOL TESTING PROGRAM (Continued)

Required Evaluation and Treatment

No covered employee known to be using drugs, or known to have tested positive for drugs, shall be permitted to perform or continue to perform safety-sensitive functions.

Any covered employee found to have engaged in prohibited drug or alcohol use shall be informed of available resources to evaluate and resolve problems with the misuse of alcohol and drugs and provided with a list of substance abuse professionals and counseling and treatment programs.

The covered employee must be evaluated by a substance abuse professional (SAP) to determine what assistance, if any, the employee needs; must follow any rehabilitation program prescribed; must be evaluated to determine that he has properly followed said rehabilitation program; and, after a determination that he has successfully complied with an education and/or treatment program, must pass a return to duty alcohol or drug test.

Discipline

A. Employees who have tested positive on a drug and/or alcohol test shall be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed fourteen (14) calendar days for the first offense. Thereafter, for a period of two years, the employee shall be subject to random urinalysis at any time.

B. Covered employee who tests positive, for a second time, on an above-defined drug and alcohol test, will be subject to immediate termination.

C. Refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination.

Costs

The cost of an employee requesting retest of a urinalysis sample and the cost of an alcohol or drug rehabilitation program (including testing while in a rehabilitation program) required under this policy after a positive drug or alcohol test result shall be the responsibility of the employee.

An employee who tests positive on a drug or alcohol test, and who cannot return to work pending a negative re-test or completion of a drug or alcohol rehabilitation program, will be required to use accrued paid vacation or personal leave, accrued paid sick or medical leave, or unpaid leave pursuant to the Employer's Family Medical Leave Act Policies and Procedures.

SIDE LETTER #1
JOINT PETITION TO TOWNSHIP RECORDS COMMISSION

Section 1. The parties recognize that disciplinary records, even if expired, represent public records under the Ohio Revised Code, and as such, are subject to the records retention schedule adopted by the Township Records Commission.

Section 2. At the conclusion of negotiations, the parties agree that they shall jointly petition the Township Records Commission to adopt a record retention schedule for expired disciplinary records consistent with the parties' negotiated agreement. The parties recognize that the Records Commission is not bound by their negotiated agreement, and has the sole authority to determine whether or not it wishes to adopt a records retention schedule consistent with this Agreement.

SIDE LETTER #2
WAGES

The following wage rates will be in effect for the duration of this agreement for those employees hired prior to October 1, 2010, and remaining in their current job classification as of January 1, 2011:

Classification	Hourly Rate	2300 Rate	Bi-Weekly Rate	Annual Salary
Assistant Chief	$24.89	$29.82	$2,638.27	$68,594.93
Captain	$22.64	$27.13	$2,399.94	$62,398.52
Lieutenant – FPO[2]	$27.56		$2,204.63	$57,320.42
Fire Fighter (After 6 years)	$20.79	$24.91	$2,203.94	$57,302.39
Fire Fighter (After 5 years)	$18.50	$22.17	$1,961.16	$50,990.15
Fire Fighter (After 4 Years)	$16.82	$20.16	$1,782.97	$46,357.32
Fire Fighter (After 3 Years)	$16.16	$19.36	$1,712.81	$44,533.13
Fire Fighter (After 2 years)	$15.14	$18.14	$1,604.79	$41,724.48
Fire Fighter (After 1 year)	$14.15	$16.96	$1,500.10	$39,002.69
Fire Fighter (Entry)	$13.00	$15.57	$1,377.60	$35,817.61

If promoted, an employee will be subject to the wage schedule set forth in Appendix A; however, any employee hired prior to October 1, 2010, and promoted to Fire Prevention Officer will be paid at the Fire Prevention Officer Lieutenant (after three [3] years) rate.

[2] For a Lieutenant-FPO Position that is transferred to serve in the suppression division, the below rates shall apply during the time of transfer:

Classification	Hourly Rate	2300 Rate	Bi-Weekly Rate	Annual Salary
Lieutenant – FPO	$20.80	$24.92	$2,204.63	$57,320.42

SIDE LETTER #3
FISCAL EMERGENCY DECLARATION RE-OPENER

If the Township is placed in fiscal emergency as defined and administered by statute either by declaration of or a result of the scheduled fiscal analysis from the Local Government Services Section of the State of Ohio Auditor's Office, the Employer may file a Notice to Negotiate with the State Employment Relations Board in order to re-open negotiations solely and exclusively over Article 31 of the Collective Bargaining Agreement relating to minimum manning. The parties agree that under no circumstances shall this side letter be construed against or as a limitation upon the Employer's rights contained anywhere else in the Agreement or those specifically given in Article 31, Minimum Manning, Section 1.