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AGREEMENT
BETWEEN
JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO
AND
JEFFERSON TOWNSHIP IAFF LOCAL NO. 4038
January 1, 2012 – December 31, 2014

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ARTICLE 1 - AGREEMENT

Section 1. Agreement. This is an Agreement entered into by and between the Township of Jefferson, Franklin County, Ohio (the "Township") and the Jefferson Township Professional Firefighters Association (AFL-CIO) IAFF Local No. 4038 (the "Union").

Section 2. Purpose. This Agreement is made for the purposes of promoting cooperation and harmonious relations among the Township, the Union, management and the bargaining unit members represented by the Union and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, and terms and conditions of the members' employment.

Section 3. Sanctity of Agreement. Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 4. Legal References. This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Ohio Revised Code Chapter 4117. Should any part of this Agreement be held invalid or temporarily restrained, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

Section 5. Consolidation of Services, Mergers and Regionalization. The parties agree that for the length of this Agreement only, the Township will not form a joint fire district, merger or otherwise consolidate services with another governmental entity. This Section shall expire and be of no further effect after December 31, 2014.

ARTICLE 2 - RECOGNITION

Section 1. Recognition. The Township, for only so long as it remains a "public employer" (as that term is defined in Ohio Revised Code Chapter 4117, recognizes the Union as the sole and exclusive representative for all members included in the bargaining unit as described in Section 2 of this Article for the purpose of collective bargaining in matters affecting wages, hours, terms and other conditions of employment and for other matters as may be defined by this Agreement.

Section 2. Bargaining Unit. There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full-time Members employed in the Jefferson Township Fire Department (the "Department") by the Township in the classifications of Firefighters, Lieutenants, Captains, Emergency Medical Technicians-Basic/Advanced and Emergency Medical Technician-Paramedics (hereinafter sometimes referred to singularly as "Member" and collectively as "Members").

Section 3. Exclusions. The classifications of Fire Chief and Battalion Chief shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal members who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117.

ARTICLE 3 - TERMS OF EMPLOYMENT

Section 1. Qualifications For and Conditions of Employment. The parties recognize and agree that Members are employed in the capacities of and are required to function as both fully trained and certified firefighters and paramedics. As a condition of continued employment with the Township, each Member shall obtain, possess and maintain the minimum qualifications as established below:

- A. A current and valid State of Ohio certification as a Firefighter Level II;
- B. A current and valid State of Ohio certification as an Emergency Medical Technician-Paramedic (i.e., "Paramedic");
- C. A current hazardous materials first responder training;
- D. A current and valid Ohio driver's license and Certificate of Defensive Driving; and
- E. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time firefighters and/or paramedics by federal or state law, rule or regulation.

Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a Member's Ohio driver's license the Township reserves the right to examine the licensing status and driving record of a Member, and the Members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

Section 2. Loss of Certifications and/or Licenses. Except as otherwise provide in Section 3, below, a Member who, for any reason whatsoever, fails to obtain or maintain the minimum qualifications for the Member's position as set forth in Section 1, above (i.e., current and valid Ohio driver's license, firefighter certification, paramedic certification), shall constitute a failure to maintain the minimum qualifications for the Member's position, and may be grounds for and result in the immediate termination of the Member's employment with the Township.

Section 3. Temporary Loss of Licenses or Certifications. The temporary loss of a required license or certification shall not constitute a failure to maintain minimum qualifications under this Article. For purposes of this Article, the temporary loss of a required license or certification shall be a loss of such license or certification for a period of thirty (30) days or less. A loss of a required license or certification for a period of more than thirty (30) days shall constitute a failure to maintain the minimum qualifications for the Member's position.

ARTICLE 4 - NON-DISCRIMINATION

Section 1. Township Pledge. The Township agrees not to interfere with the rights of bargaining unit Members to become Members of the Union, and the Township shall not discriminate, interfere with, restrain or coerce any Member because of Union membership or because of any legal Member activity performed in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or is not in violation with law, rule or regulation.

Section 2. Union Pledge. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all Members of the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with the rights of Members to refrain or resign from membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any Member exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 5 - UNION SECURITY

Section 1. Dues Deduction. The Township agrees to deduct regular Union membership dues, as certified by the Union to the Township pursuant to Ohio Revised Code Section 4117. The Township shall deduct regular Union membership dues each pay period from the pay of an employee in the Union eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The Township shall not be obligated to make any of the foregoing deductions from the pay of any Member who, during the particular month involved, shall have failed to receive sufficient wages to make all other required deductions. If a deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Township Fiscal Officer. (A copy of the Payroll Deduction Form is attached as Attachment A.) The Township agrees to furnish to the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a notice of any change in the number of Members for whom deductions were made. Nothing herein shall prohibit Members covered by this Agreement from submitting dues directly to the Union.

Section 2. Fair Share Fee. Each person who is a bargaining unit Member on the date of this Agreement or who becomes a Member during its term shall maintain membership in the Union for the duration of the Agreement or, in lieu thereof, pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09(C) of the Ohio Revised Code. Such fair share fee shall be deducted by the Township from the earnings of such non-member each pay period, and paid to the Union in accordance with this Article. The Treasurer of the Union shall certify to the Township the amount which constitutes said fair share fee, which amount shall not exceed the dues and financial obligations uniformly required by Members of the Union, as well as the name(s) of the non-member for whom such a deduction is to be made and the date the deduction(s) is to commence. The fair share fee shall be subject to a Union rebate procedure meeting all requirements of State and Federal law.

Section 3. Processing. The Township shall be relieved from making an individual "check-off" of dues deductions upon a Member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) unpaid leave of absence; (4) layoff from work; (5) failure to timely submit and/or revoke the check-off authorization by a Member; (6) a Member's lack of sufficient funds; or (7) resignation by the Member from the Union. The Township Fiscal Officer or designee shall notify the Treasurer of the Union in writing, within three (3) business days of any revocation of dues by an employee. The rate at which dues and/or fair share fees are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union by December 15th, stating the rate of deduction for the coming calendar year. Any changes in the rate at which dues and/or fair share fees are to be deducted, other than the annual adjustment identified above, shall be certified to the Township Fiscal Officer by the Treasurer of the Union at least thirty (30) days prior to the implementation date. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and/or fair share fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties further agree that neither the Members nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the deduction would normally be made by deducting the proper amount.

ARTICLE 5 - UNION SECURITY – CONT.

Section 4. Union Indemnification. The Union hereby agrees that it will indemnify and hold the Township, its Board of Trustees, Township Fiscal Officer and its officials, officers, agents and Members, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, costs or any other form of liability and/or expense, including the defense thereof, which arises out of or is in any way connected with any deduction (whether for dues, fair share fees or the like) made or required to be made by the Township under this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. Bargaining Unit Meetings. The Union may, upon at least seven (7) days prior notification to and with the approval of the Fire Chief, be permitted to hold meetings for Members in the firehouse or at such other location as the Fire Chief may designate. Unless otherwise approved by the Fire Chief, only one (1) meeting not normally exceeding two (2) hours in duration may be held each calendar month, and no meeting shall begin prior to 7:00 P.M. of any day. Members on duty may attend these meetings, provided that normal Departmental operations are not interfered with or disrupted. In addition, no official of the Union, its Members or its representatives shall interfere with, interrupt or disrupt the normal work duties of other Members or the operations of the Township and/or Department. Any disruptive activity shall immediately cease upon the request of the Fire Chief or designee. It is intended that Township and/or Department operations shall not be interfered with or disrupted by the use of this provision.

Section 6. Union Activity. Prior to conducting authorized, protected Union activity, the Union Representative shall notify the immediate supervisor or the Fire Chief if a supervisor is not available. Union activity shall not interfere with or interrupt normal Fire Department operations and shall cease upon the request of the supervisor. Permission to conduct Union activity shall not be unreasonably withheld.

Section 7. Bulletin Board. The Union will be permitted to place and maintain one (1) bulletin board at such location at the Township firehouse as may be approved by the Fire Chief. Bulletins and materials germane to the Union's function as exclusive representative of the bargaining unit are the only materials that may be posted on this board. It is also understood that no material may be posted on the board which contains personal attacks upon any other Member; scandalous, scurrilous or derogatory attacks upon the administration or other non-member employees of the Board of Trustees; or attacks on and/or favorable comments regarding a candidate for Township office.

Section 8. IAFF Charter. A suitable location that is mutually agreeable to the Township and the Union shall be identified for the display of Local 4038's National IAFF charter. All costs associated with the display shall be the sole responsibility of the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 1. Retention of Management Rights. The Union recognizes the right and authority of the Township to administer the business of the Township, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Township (including, in certain instances, the Fire Chief) has and will retain the full and exclusive right and responsibility to manage the operations of the Department, to direct the work force, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage and direct its Members, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among Members;
- B. To manage and determine the location, type and number of physical facilities, equipment, and programs, and to determine the work to be performed;
- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve Members from duty due to layoff or job abolishment;
- E. To determine and otherwise arrange the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Township's operations; and
- K. To determine and implement necessary actions in emergency situations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and, then only to the extent so limited, and actions and/or decisions by the Township relating to the foregoing shall not be grievable or otherwise subject to challenge in any court or other tribunal.

ARTICLE 6 - MANAGEMENT RIGHTS – CONT.

Section 2. Work Rules. The Union recognizes and agrees that the Township has the right and authority to promulgate, revise and/or enforce rules and regulations governing the operations of the Department and the conduct of Department personnel. While the Union may make recommendations to the Township with respect to such matters, it is, however, understood and agreed that the Township has the sole and exclusive right and authority to promulgate, revise and/or enforce all and any portions of any Department manuals including, but not limited to, the work rules, regulations, policies, procedures and directives, and any recommendations made by the Union shall be deemed advisory only, and not binding upon the Township. Work rules will be applied uniformly, taking into consideration the surrounding circumstances.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is an allegation by a qualified person that there has been a breach of an express provision of this Agreement, including the challenge of a removal, disciplinary reduction in pay and/or rank, suspension, or other disciplinary action a Member may feel is arbitrary or capricious or lacking just cause.

Section 2. Qualifications. A grievance may be initiated by an aggrieved Member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Member on behalf of such Member and group of Members who are affected by the same act or condition giving rise to the grievance in the same or similar manner. A Member has the right to present grievances and have them adjusted without the representation of the Union, as long as the adjustment is consistent with the terms of this Agreement. Should a Member choose to waive Union representation, he/she must do so in writing. The waiver of Union representation does not exclude the Union President, or Union representative, from observing the proceedings.

Section 3. Jurisdiction.

- A. This procedure shall be the sole and exclusive remedy for grievances.
- B. All grievances shall be processed at the proper sequential Step in order to be considered at any subsequent Step. Any grievance which is not processed by the grievant within the time limits or the manner provided shall be considered resolved in favor of management.
- C. A grievant may withdraw a grievance at any point by submitting a written statement to that effect, or by failing to pursue the grievance within the time requirements at any Step in the grievance process. It is the intention of the Township and Union that all time limits in the grievance process be met. To the end of encouraging thoughtful responses at each Step, the time limits at any Step may be extended upon mutual written agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limits specified, advance the grievance to the next sequential Step within the applicable time frame.
- D. Grievances involving discipline (suspension, reduction in pay, removal, or discharge) shall be initiated at Step 4 of the grievance procedure.

ARTICLE 7 - GRIEVANCE PROCEDURE – CONT.

- E. All grievances shall contain the following information in order to be considered and must be filed using the grievance form, copy of which is attached hereto as Attachment B:
 - 1. A short and plain statement of the nature of the grievance;
 - 2. The facts giving rise to the grievance;
 - 3. The Articles and Sections of the Agreement allegedly violated;
 - 4. The relief being sought; and
 - 5. The date the grievance occurred; and
 - 6. The date the grievance was submitted.

- F. Any grievance originating from a level above Step One may be submitted directly to the Step from which it originates.

- G. For the purpose of computing the response time at all Steps, the term "day" shall mean (and include) all calendar days. When an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall not run until the end of the next day which is not a Saturday, Sunday, or holiday.

- H. Once a Member or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, the Member and the Union are thereafter precluded from seeking a remedy under this procedure. Similarly, a Member or the Union electing to pursue a claim through this grievance procedure shall thereafter be precluded from pursuing such claim through a legal or administrative forum. This section shall not apply to unfair labor practice charges involving matters before the State Employment Relations Board.

- I. At any step of this grievance procedure, the grievant may be represented by a representative of the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE – CONT.

Section 4. Grievance Steps. The following are the implementation Steps and procedures for the handling of grievances:

A. Step One.

1. The grievance shall be submitted in writing to the immediate unit supervisor (which will be a Battalion Chief) within a reasonable time not to exceed seven (7) days, excluding weekends and holidays, following the date of occurrence or date when such dispute should have been reasonably discovered. The supervisor on duty at the time of submission shall sign and date the Grievance Form on the date of the supervisor's receipt of it.
2. Within seven days after receipt of the grievance, the supervisor shall affix a written response to the grievance, date and sign the response, and return it to the grievant. The supervisor may retain a copy for his file.

B. Step Two.

1. Should the grievant not be satisfied with the answer in Step One, within seven (7) days after receipt of the response in Step One, he may appeal the grievance to this Step Two by delivering a copy of the grievance, along with the written responses at the prior Steps and any other pertinent documents, to the Fire Chief.
2. Within seven (7) days after receipt of the grievance, the Fire Chief shall submit to the grievant his/her written response to the grievance. The Fire Chief may retain a copy for his/her file.

C. Step Three.

1. Should the grievant not be satisfied with the answer at Step Two, within seven (7) days after receipt of the response in Step Two, he may appeal the grievance to this Step Three by delivering a copy of the grievance, containing the written response at the prior Steps and any other pertinent documents, to the Township Administrator. (If this position does not exist or is vacant, the grievant shall proceed from Step Three to Step Four.)
2. Within fourteen (14) days after receipt of the grievance the Township Administrator shall submit to the grievant the Administrator's written response to the grievance. The Administrator may retain a copy for his file.

ARTICLE 7 - GRIEVANCE PROCEDURE – CONT.

D. Step Four.

1. If the grievant is dissatisfied with the response at the previous Step, he may process the grievance to the Board of Trustees by delivering a copy of the grievance, the written responses at the prior Steps, and any other pertinent documents, to the Board of Trustees or its designee within seven (7) days after receiving the Step Four reply.
2. The Board shall have thirty (30) days in which to schedule a meeting with the grievant, if the Board deems such a meeting necessary. Within fourteen (14) days after the meeting, or if no meeting is held, within thirty (30) days after the Board's receipt of the grievance, the Board or its representative shall submit to the grievant a written response to the grievance.
3. Should the grievant not be satisfied with the Board's response to the grievance at Step Four, the grievant shall notify the Union President, or his designee, of the grievant's desire to proceed to Step Five of the Grievance Procedure. The IAFF has the sole right to decide whether to proceed with a grievance at this Step. Within thirty (30) calendar days from the date of the receipt of the final answer on a grievance from Step 4, the IAFF shall notify the Township in writing of its intent to seek arbitration over the unresolved matter to the Citizens' Conciliation Council ("CCC") or final and binding arbitration utilizing Arbitration Mediation Service ("AMS"). A request to proceed with the grievance at Step 5 may be withdrawn at any time before the actual hearing. Any cancellation fee due shall be paid by the party or parties canceling the hearing. In the event the grievance is not referred to Step 5 within the time limit prescribed, the grievance will be considered resolved based upon the Step 4 reply.

E. Citizens' Conciliation Council.

1. Upon receipt of a request for the CCC, the Township and the Union (or their designees) shall, within seven (7) days following the Board's receipt of the request, meet for purposes of selecting a three (3) member CCC in accordance with the procedures contained herein.

ARTICLE 7 - GRIEVANCE PROCEDURE – CONT.

2. The CCC shall be composed of three (3) residents of the Township. The Board shall select one (1) member, the Union shall select one (1) member and the two (2) members so selected shall select the third (3rd) member who shall chair the CCC. No member of the CCC shall be related by blood or marriage to any bargaining unit Member, the Fire Chief, Board of Trustees, Township Administrator or the Township Fiscal Officer, nor may any such member be a then current employee of the Township, or associated with the Fire Administration, Township Administration, Township Trustees or their families, the IAFF or any of its affiliates. In the event a CCC member fails to accept and/or complete his or her service as a member of the CCC, then the Township or Union that initially appointed such member shall have the right to appoint a replacement.
3. The CCC shall conduct a fair and impartial hearing on the grievance, administer oaths and take evidence (both oral and written) from all parties. The CCC shall not be bound by any formal rules of evidence and may ask questions of any party or witness. The hearing shall be conducted at a time mutually convenient to the CCC members and the parties, but no later than forty-five (45) days after appointment to the panel. The CCC may postpone and/or adjourn a hearing on its own initiative or at the request of a party. Unless otherwise agreed between the parties, the CCC shall hold the hearing at the Township general offices. Prior to and following the hearing, either party may submit to the CCC and the opposing party a written brief summarizing the unresolved issue(s), the party's rationale for its position and the requested remedy. Briefs must be submitted within fourteen (14) days of the conclusion of the hearing. It is the responsibility of each party to secure the attendance of its own witnesses at the hearing.
4. The CCC shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The CCC shall issue a decision within thirty (30) days of receipt of briefs. The decision shall be made by a majority vote. The decision shall be in writing and must be signed by a majority of the CCC panel. A copy of the signed decision shall be delivered to each party. The CCC may, if available, utilize clerical support through the offices of the Board of Trustees. The CCC shall cause the proceeding to be tape recorded. The hearing may be recorded by a court reporter, with this fee to be paid by the party requesting the same. Either party may separately tape record the proceeding. The CCC shall conduct the proceedings in private.

ARTICLE 7 - GRIEVANCE PROCEDURE – CONT.

5. The CCC shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The CCC shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The CCC shall expressly confine the decision to the precise issues submitted for conciliation and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The CCC shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. The CCC shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the CCC shall limit any retroactive settlement to no earlier than twenty-one (21) calendar days prior to the date the grievance was presented in writing by the grievant in Step One of the grievance procedure (taking into consideration the provisions of Section 3 (G) of this Article). The question of justifiability of a grievance may be raised by either party before or during the conciliation hearing of the grievance, on the grounds that the matter is nonjusticiable or beyond the CCC's jurisdiction. Accordingly, the first question to be placed before the CCC will be whether or not the alleged grievance is justiciable. If the CCC determines the grievance is within the purview of justiciability, the alleged grievance will be heard on its merits before the CCC and, if practicable, on the same day that the question of justiciability is finally decided by the CCC.
6. Unless otherwise agreed between the Township and Union, the CCC members shall be paid, as a form of reimbursement, the fee of \$150 per member per hearing. Payment of this fee may be split equally between the parties, or borne solely by the losing party. The CCC members in their decision shall determine how the fee shall be paid. The expense of any witness shall be borne, if at all, by the party calling the witness. The Township shall not be responsible for or incur any expense, whether overtime or otherwise, as a result of this Article, for persons called to testify or serve as a witness on behalf of the grievant and/or Union.

F. Arbitration Mediation Service.

1. Upon receipt of a request for Arbitration, the Township and the Union (or their designees) shall, within seven (7) days following the Board's receipt of the request send appropriate notification to AMS. A request to proceed with arbitration may be withdrawn at any time before the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party or parties canceling the arbitration. In the event the grievance is not referred to the arbitration within the time limit prescribed, the grievance will be considered resolved based upon the decision in Step 4.

ARTICLE 7 - GRIEVANCE PROCEDURE – CONT.

2. The arbitrator shall be a mutually-agreed upon neutral third-party selected according to AMS rule, requiring appointment from a panel. The arbitrator shall reside within one hundred fifty (150) miles of the Fire Department Station. The arbitration shall be conducted in accordance with AMS Labor Arbitration rules.
3. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement.
4. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Township. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
5. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Township and the Union. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be split equally by the parties, provided that each party requests a transcript of proceedings or a copy thereof. Any bargaining unit Member whose attendance is required by the Township for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally-scheduled working hours on the day of the hearing.
6. The decision of the arbitrator shall be final and binding upon the Union, the Member and the Township.

ARTICLE 8 - PROBATIONARY PERIODS

Section 1. Probationary Period. Except as otherwise herein below provided in Sections 2 and 3, hereof, upon appointment, each Member will be required to successfully complete a one (1) year (i.e. 365 day) probationary period. The probationary period will begin on the first day for which a Member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., a probationary Member may be terminated at any time during this probationary period at will and without just cause and shall have no grievance rights over such removal, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body.

Section 2. Mandatory Extension of Probationary Period. The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a Member's probationary period beyond the term set forth in Section 1 of this Article in those cases in which a probationary member has not obtained and/or maintained the minimum qualifications for such Member's position. In the event of such mandatory extension, the affected Member shall continue as a probationary member for such time or times as directed by the Board of Trustees. During a mandatorily extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause, and the affected Member shall have no recourse to the grievance procedure concerning probationary termination, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body.

Section 3. Optional Extension of Probationary Period. The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a Member's promotional probationary period beyond the term set forth in Section 1 of this Article for an additional period not to exceed one (1) year. In the event of such an extension, the affected Member shall continue as a probationary Member for such time as determined by the Board of Trustees (not to exceed one (1) year). Any subsequent extensions of a Member's probationary period beyond the first extension of the Member's probationary period shall only be done upon the written approval of the Union and the affected member. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause, and the affected Member shall have no recourse to the grievance procedure concerning probationary termination, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body. The provisions of this Section 3 do not limit or otherwise apply to the provisions of Section 2, above, in that the Board of Trustees has the right to impose a mandatory extension of a Member's probationary period for such time or times as the Board may determine under Section 2.

Section 4. Promotional Probationary Period. A newly promoted Member shall be required to successfully complete a one (1) year promotional probationary period in the Member's newly appointed position. The probationary period for a newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member subject to a promotional probationary period may, at the sole and absolute discretion of the Board of Trustees and upon recommendation of the Fire Chief, be returned to the Member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

ARTICLE 8 - PROBATIONARY PERIODS – CONT.

Section 5. Extension of Promotional Probationary Period. The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a Member's probationary period beyond the term set forth in Section 4 of this Article for an additional period not to exceed one (1) year. In the event of such extension, the affected Member shall continue as a probationary Member for such time as determined by the Board of Trustees (not to exceed one (1) year). Any extensions of a Member's probationary period beyond first one (1) year extension shall only be done upon the written approval of the Union and the affected Member. During an extended promotional probationary period, the affected Member may be returned to the Member's former rank and salary with full credit for service during the extended promotional period. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or other tribunal.

ARTICLE 9 - ASSIGNMENTS AND TRANSFERS

Section 1. Position Changes. In the event that the Fire Chief determines that a need exists to temporarily and/or permanently transfer a Member from one shift and/or unit to another, from one assignment to another, and/or from one position to another, then the Fire Chief may transfer the Member to that shift, unit, assignment and/or position.

Section 2. Vacancy Announcement. Whenever a vacancy occurs in an assignment, and such vacancy is going to be filled by the Fire Chief, an announcement of the existence of such vacancy shall be posted for ten (10) calendar days. Members desiring a change of assignment may make a written request (electronic mail submission shall suffice) through the chain of command requesting such change for the assignment to the Fire Chief. When a vacancy occurs in any Fire Department assignment, the assignment to the vacant position(s) shall be made on the basis of rank, seniority, skill, ability, and work performance of a Member. The decision of the Fire Chief on assignment or the filling of a vacant position shall not be grievable.

Section 3. Notice of Schedule Change. When a Member is to be permanently transferred from their assigned unit to another unit day, the Member shall be given at least thirty (30) days notice of such in writing, except in extraordinary circumstances, wherein the Fire Chief will give notification in as far advance as possible.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 1. No Strike. The Union recognizes that Members are prohibited by state law from engaging in any strike. In recognition of this prohibition, neither the Union nor any Member shall at any time engage in, call, authorize or ratify any strike. No Member shall refuse to cross any picket line when such action would prevent or impede the performance of the Member's employment duties. The Township shall not at any time engage in a lockout.

ARTICLE 11 - WAIVER IN CASE OF EMERGENCY

Section 1. Waiver. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Franklin County Commissioners, the Jefferson Township Trustees, or the Fire Chief, resulting from acts of God, civil disorder or otherwise, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management, the Union, or a Member to reply on grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of Members.

Section 2. Termination. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

ARTICLE 12 - SAFETY

Section 1. Safe Equipment and Practices. The Township and the Union mutually recognize their obligation to maintain a safe working environment. To this end, they agree to identify unsafe working practices, equipment, conditions or work areas, using the Joint Safety and Health Committee and to forward identified problems with a plan for corrective action to the Fire Chief and Board of Trustees.

Section 2. Joint Safety and Health Committee. There shall be a Joint Health and Safety Committee composed of not more than three (3) representatives from each party. The Township representatives shall consist of the Fire Chief and two (2) designees of the Fire Chief. The Union shall name its own representatives. The Joint Committee shall meet quarterly upon the call of either party, and at such other times as the Joint Committee may mutually determine.

Section 3. Mutual Guidelines. The Township and the Union mutually agree to establish guidelines and rules covering outside training, including specifically tower drills, hose testing and other outside non-emergency duties during extreme weather conditions. Where testing and evaluations are necessary during extreme weather conditions, every reasonable precaution will be taken to limit the duration of such testing or evaluation.

ARTICLE 13 - TRADING TIME

Section 1. Substitutions. The Department shall encourage a positive attitude toward approving trades. If a Member, with the prior approval of the Fire Chief or the Chief's designee, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member in the same capacity, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work. No Member shall be permitted to have another Member substitute for him once the Member has submitted a letter of resignation or has otherwise manifested his intention to leave Township employment. Substitutions shall be subject to the following additional criteria:

- A. There shall be no paid substitutions. In other words, substitutions, if approved, shall be limited to Members working in the place of other Members.
- B. Substitutions shall only occur between Members of equal rank. Notwithstanding the foregoing, substitutions may occur between any shift officer (i.e. between any Lieutenant and Battalion Chief), if approved by the Fire Chief or the Chief's designee. In addition, Members who are listed on the current Promotional Eligibility List as being eligible for promotion to the ranks of Lieutenant and Battalion Chief may substitute for any shift officer, with prior written approval of the Fire Chief or the Fire Chief's designee.
- C. Members working a trade shall be limited to not more than two consecutive shifts, including their own regularly scheduled shift and/or any overtime work shifts.
- D. Members requesting time-off through the trading of time shall be responsible for their original shift. When a Member fails to report to duty after having agreed to work for another Member as a part of a trade, regardless of the reason for the absence, the Member originally scheduled to work (i.e. the person requesting the trade) shall be required to repay the Township for the missed shift. The Township will deduct the appropriate amount of time from a Member's vacation and/or compensatory time balance for any missed shift. In the event that a Member's vacation and/or compensatory time balance is insufficient to cover the amount of time missed, a Member will not be paid for those hours and the time will be shown as leave without pay.
- E. Members scheduled to attend Department training shall not be eligible for a trade on the date of the scheduled training.
- F. Trade request that are denied shall be accompanied by a written explanation to the Member and to the Fire Chief as to the reason for the denial.
- G. Members who agree to a trade and fail to report for duty for the traded time shall be barred from obtaining a trade for one (1) year.

ARTICLE 14 - RATES OF PAY

Section 1. Wages.

- A. Effective January 1, 2012, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period January 1, 2012 through December 31, 2012:

Starting Firefighter:

Annual	\$39,979.50
Hourly (56)	\$13.72

Effective the first day commencing after 12 months of continuous active service:

Annual	\$44,449.70
Hourly (56)	\$15.26

Effective the first day commencing after 24 months of continuous active service:

Annual	\$48,909.60
Hourly (56)	\$16.80

Effective the first day commencing after 36 months of continuous active service:

Annual	\$53,369.50
Hourly (56)	\$18.33

Effective the first day commencing after 48 months of continuous active service:

Annual	\$57,850.00
Hourly (56)	\$19.87

Lieutenant (effective on the first day following the effective date of promotion):

Annual	\$63,257.50
Hourly (56)	\$21.72

Captain (effective on the first day following the effective date of promotion):

Annual	\$68,200.00
Hourly (56)	\$23.42

ARTICLE 14 - RATES OF PAY – CONT.

B. Effective January 1, 2013, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period January 1, 2013 through February 28, 2013:

Starting Firefighter:

Annual	\$ 40,379.30
Hourly (56)	\$13.87

Effective the first day commencing after 12 months of continuous active service:

Annual	\$ 44,894.20
Hourly (56)	\$15.42

Effective the first day commencing after 24 months of continuous active service:

Annual	\$ 49,398.70
Hourly (56)	\$16.96

Effective the first day commencing after 36 months of continuous active service:

Annual	\$ 53,903.20
Hourly (56)	\$18.51

Effective the first day commencing after 48 months of continuous active service:

Annual	\$ 58,428.50
Hourly (56)	\$20.06

Lieutenant (effective on the first day following the effective date of promotion):

Annual	\$ 63,890.08
Hourly (56)	\$21.94

Captain (effective on the first day following the effective date of promotion):

Annual	\$ 68,882.00
Hourly (56)	\$23.65

ARTICLE 14 - RATES OF PAY – CONT.

- C. Effective March 1, 2013, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period March 1, 2013 through May 31, 2013:

Starting Firefighter:

Annual	\$ 40,581.20
Hourly (56)	\$13.94

Effective the first day commencing after 12 months of continuous active service:

Annual	\$ 45,118.67
Hourly (56)	\$15.49

Effective the first day commencing after 24 months of continuous active service:

Annual	\$ 49,645.69
Hourly (56)	\$17.05

Effective the first day commencing after 36 months of continuous active service:

Annual	\$ 54,172.72
Hourly (56)	\$18.60

Effective the first day commencing after 48 months of continuous active service:

Annual	\$ 58,720.64
Hourly (56)	\$20.17

Lieutenant (effective on the first day following the effective date of promotion):

Annual	\$ 64,209.53
Hourly (56)	\$22.05

Captain (effective on the first day following the effective date of promotion):

Annual	\$ 69,226.41
Hourly (56)	\$23.77

ARTICLE 14 - RATES OF PAY – CONT.

D. Effective June 1, 2013, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period June 1, 2013 through December 31, 2013:

Starting Firefighter:

Annual	\$ 40,784.11
Hourly (56)	\$14.01

Effective the first day commencing after 12 months of continuous active service:

Annual	\$ 45,344.26
Hourly (56)	\$15.57

Effective the first day commencing after 24 months of continuous active service:

Annual	\$ 49,893.92
Hourly (56)	\$17.14

Effective the first day commencing after 36 months of continuous active service:

Annual	\$ 54,443.58
Hourly (56)	\$18.70

Effective the first day commencing after 48 months of continuous active service:

Annual	\$ 59,014.24
Hourly (56)	\$20.27

Lieutenant (effective on the first day following the effective date of promotion):

Annual	\$64,530.58
Hourly (56)	\$22.16

Captain (effective on the first day following the effective date of promotion):

Annual	\$69,572.54
Hourly (56)	\$23.89

It is specifically understood that Members are paid on the basis of an annual salary payable by dividing the salary by the number of biweekly pay periods occurring during the applicable year. Although there are normally 26 biweekly pay periods in a year, it is understood that in those years containing 27 biweekly pay periods, the annual salary will be divided by and payable over 27 pay periods.

ARTICLE 14 - RATES OF PAY – CONT.

Section 2. Wage Reopener. Any increase in compensation for annual salaries and hourly rates that may be established as the annual wage plan for the period January 1, 2014 through December 31, 2014 shall be based upon adding an additional one (1%) percent to the Member's ending annual salary as set forth above in annual wage plan for the period June 1, 2013 through December 31, 2013.

The parties hereby agree to a "wage re-opener" for the purpose of negotiating a wage adjustment for the 2014 contract year. No other Articles shall be considered "open" for negotiations, unless by mutual agreement of the Township and the union. The parties shall hold the first "re-opener bargaining session" sometime within the first full week of November 2013.

Section 3. Step Advancement. Original appointment at the rank of Firefighter shall be made at the first Step. Advancement from the original appointment to the next succeeding Step shall be made after twelve (12) months of continuous active service. Advancement from the succeeding Step to the remaining Steps shall be by one (1) year intervals of continuous active service. Notwithstanding the foregoing, the Board of Trustees, in their sole and absolute discretion, may upon recommendation from the Fire Chief, make an original appointment at the rank of Firefighter at the second Step. When a Member advances to a higher Step, the increase in salary shall occur on his applicable anniversary date. When a Member is promoted to a higher rank, his pay rate shall be changed to the rate provided for that rank on the first day following the effective date of the Member's promotion.

Section 4. Service Payment. Within thirty (30) days of the signing of this Agreement, Members shall receive, by separate check, a one (1)-time service payment in an amount equal to two (2%) percent of the Member's annual wage as listed in the annual wage plan for the period January 1, 2012 through December 31, 2012, as set forth above, less required deductions.

Section 5. Application Of Pay Rates. The annual salary established in Section 1, above, is based upon a Member's permanent, full-time employment of an average of 56 hours of actual work during a consecutive 168 hour period (meaning an average of 2,912 hours of work per year).

ARTICLE 14 - RATES OF PAY – CONT.

Section 6. Longevity. A qualifying Member shall receive an annual service credit payment based upon the Member's number of uninterrupted and continuous years of active, full-time service as a full-time employee, regardless of rank, with the Jefferson Township Fire Department, which service credit payment will be made in the following manner:

- A. After a Member has completed five (5) years of continuous and uninterrupted active, full-time service, such Member shall be eligible to receive an annual service credit payment in the amount of \$500.00, plus \$50.00 per year for each continuing and uninterrupted year of active, full-time service thereafter up to a maximum of \$1,500 earned per year.

- B. Payment of the annual service credit shall be made in a lump sum in the first full pay period in December. Payment shall be based upon the number of completed years of continuous active service as a full-time employee with the Jefferson Township Fire Department as of the date of payment. There shall be no prorated payments under this provision. Payment to Members shall be by separate check.

ARTICLE 15 - PENSION PICK-UP

The Township will continue to "pick-up" that portion of the Member contribution to the Police and Firefighters Disability and Pension Fund (the "Fund") which is equal to ten percent (10%) of the Member's earned compensation through the fringe benefit method, and the remainder, if any, of the Member contribution to the Fund shall be paid by the Member through the salary reduction method.

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

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

The parties further agree that a Member's salary for purposes of (1) determining the contribution base for contributions to the Fund, and (2) determining any sick leave, severance, vacation, disability pay and any other benefits which are determined by reference to the Member's rate of pay, shall consist of only the Member's cash salary as set forth in Article 14, Section 1, of this Agreement, without regard to the amount of contribution to the Fund paid by the Township in lieu of payment by the Member pursuant to this Article 15.

The parties agree that if this pick-up is disapproved by the Fund, the Internal Revenue Service, or other applicable governmental authority, then the parties will revert to the previous employer/employee method of contributions to the Fund, and this Article 15 may be reopened by either party for the purpose of renegotiating this Article. To exercise this option, a party shall give written notice to the other, by either certified mail or personal delivery, of its desire to renegotiate this Article. In the case of a renegotiation, the parties shall, unless otherwise agreed in writing, follow the time frames and procedures established for "initial negotiations" set forth in Ohio Revised Code 4117.14. It is acknowledged and understood that the Township has made no representations as to the effects of this pension pick-up on any Member's retirement benefits or level of taxable income.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

Section 1. Definitions. The Township may, from time to time, establish the regularly scheduled work hours and work periods for Members. Unless otherwise directed by the Fire Chief, work schedules will ordinarily be arranged so that the normal work schedule of Members averages fifty-six (56) per week. In cases deemed necessary by the Fire Chief, Members shall also work at such other and/or additional times as directed by the Fire Chief. The Township will calculate all work periods in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder.

Section 2. Overtime. The Township may, from time to time, establish a work period in accordance with the FLSA, for Members assigned to work on a three (3) platoon system. Presently, the work period for Members assigned to work on a three (3) platoon system shall be a twenty-eight (28) consecutive day work period. The established work period and the amount and rate of overtime for Members shall be calculated in accordance with the Fair Labor Standards Act. Members working an average fifty-six (56) hour workweek on a three (3)-platoon system will ordinarily be scheduled on a twenty-eight (28) consecutive day work period. This means that during some work periods Members assigned to a three (3) platoon system will be scheduled to work 216 hours (nine 24 hour shifts), and during other work periods members will be scheduled to work 240 hours (ten 24 hour shifts).

Those Members who are scheduled to work and do work 216 hours during a work period shall receive 4 hours of overtime pay at the half-time rate. Members who are scheduled to work and do work 240 hours during a work period shall receive 28 hours of overtime pay at the half-time rate. A Member's regular hourly rate for overtime purposes will be adjusted to reflect the number of scheduled hours during a work period (that is either 216 or 240). Hours worked in excess of the hours required in the alternating work period (216 or 240) shall be compensated for at a rate of time and one-half (1½) the Member's regular hourly rate for the scheduled hours worked in that particular twenty-eight (28) day cycle.

For the purpose of calculating overtime compensation under this Article, such compensation shall be based upon hours actually worked while in paid status. Except as hereinafter modified, the term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the regulations promulgated there under by the Secretary of Labor. The term "paid status" shall include authorized work hours actually worked as well as all hours of approved paid holiday, vacation, compensatory, military, and civil leaves. Notwithstanding anything to the contrary contained herein any Member who is determined to be an Exempt Member under the Fair Labor Standards Act and the regulations promulgated there-under shall not be entitled to overtime compensation. No Member shall be paid for overtime work which has not been authorized by the Fire Chief or designee. In addition, any hours actually worked because of schedules being changed at the request of a Member, trading days at the sole option and by mutual consent of Members and with the prior approval of the Fire Chief, or special duty, shall be excluded from the hours for which the Member is entitled to overtime compensation.

Section 3. No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium pay more than once for the same hours worked.

ARTICLE 16 - HOURS OF WORK AND OVERTIME – CONT.

Section 4. Temporary Work Assignment. If a Member below the rank of Battalion Chief is specifically assigned and designated by the Fire Chief to perform the duties of either a Lieutenant or Battalion Chief for two (2) full consecutive hours, then the Member specifically assigned and designated by the Fire Chief to perform such duties shall be paid an additional \$3.00 per hour for all hours actually worked in the rank of Battalion Chief and an additional \$2.00 per hour for all hours actually worked in the rank of Lieutenant to which the Member was assigned beginning on such first (1st) full hour.

Section 5. Compensatory Time. In lieu of payment for overtime worked, a Member may elect to receive compensatory time off in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Department of Labor. Compensatory time will be credited at the rate of one and one-half (1.5) hours for each overtime hour worked. The maximum amount of compensatory time that can be accumulated is 280 hours for Members on a fifty-six (56) hour work week.

Compensatory time off may be taken at such time or times at the discretion of and as approved by the Fire Chief or the Fire Chief's designee unless the Member's absence unduly disrupts the operations of the Township. In addition, the Fire Chief or the Fire Chief's designee shall have the right, in their sole and absolute discretion, to schedule any Member who has accrued but unused compensatory time, to use or take such compensatory time at specified times (i.e., in lieu of working a regularly scheduled shift).

At the end of each pay period covering the dates overtime was worked, the Member must indicate on his/her time card whether s/he desires to receive compensatory time or over-time pay. Members failing to so indicate will be paid for the over-time. Compensatory time accumulated but not yet credited to a Member's compensatory time bank will not be usable until after the end of that pay period.

A Member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the Member at the time of separation.

ARTICLE 17 - TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement. Members who have completed one (1) year of continuous active service shall be eligible for reimbursement of up to \$750.00 per semester or \$500.00 per quarter, up to a maximum of \$1,500.00 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the Fire Chief and are job related. Job relatedness will be determined by the Fire Chief. Job related courses are considered to be courses that directly improve and enhance a Member's ability to complete his or her current job tasks as determined by the Fire Chief. All courses undertaken must be given by a recognized and accredited educational institution as approved in advance by the Fire Chief. The calendar year upon which the reimbursement is based is the date on which the pre-approved course begins (as opposed to the date the request for reimbursement is submitted). In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

- A. Course Approval. All course work shall be approved in advance by the Fire Chief. The Member's request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the sponsoring institution, the institution's grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the Member. Unless otherwise approved by the Fire Chief, the Member shall make such request at least thirty (30) days before the start of the course of study.
- B. Attendance. Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires a Member's presence on the job (i.e., mandatory classes, training, emergency, overtime or the like) shall take complete and final precedence over any times scheduled for courses.
- C. Financial Assistance. Financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the Member may otherwise be eligible for under this Article.
- D. Sponsoring Institution. No reimbursement shall be provided for correspondence courses, except for correspondence courses approved in advance by the Fire Chief. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the Member's request, both the course and the sponsoring institution shall be subject to the prior approval of the Fire Chief.
- E. Ineligible Fees. No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction.

ARTICLE 17 - TUITION REIMBURSEMENT – CONT.

Section 2. Reimbursement Procedure. Reimbursement will be made within a reasonable period of time after the Member presents to the Fire Chief (a) an official transcript, certificate or grade report confirming successful completion of the course with a grade of “C” or better, “S” (Satisfactory) or “P” (Pass); (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill from the institution. A Member shall present this information within ninety (90) days after completing the pre-approved course.

Section 3. Repayment Of Tuition. If a Member retires, resigns, is discharged or otherwise separates from Township service for any reason whatsoever prior to the completion of two (2) years of continuous active service following the completion of any course work, the Member shall immediately repay the entire amount of the tuition reimbursement paid by the Township for courses taken and completed within the previous two (2) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the Member from any monies otherwise due the Member at the time of separation. If the Township requests, Members shall sign an authorization in favor of the Township reflecting this deduction.

ARTICLE 18 - UNIFORMS & SERVICE RELATED EQUIPMENT

Section 1. Provision Of Uniforms. Upon appointment to the Fire Department, each Member will be provided with an initial issue of the standard uniform, including one (1) Class A uniform at no cost to the Member. The Township will also provide each Member with one set of turn out gear. All protective clothing or protective devices required of Members in the performance of their duties shall be provided and maintained on a continuous basis by the Township. This shall include a full set of turn out gear with helmet and suspenders, flashlight, leather boots, hood, fire gloves, utility gloves, and safety glasses.

Section 2. Standard Issue. Unless otherwise determined by the Fire Chief, the standard uniform issue for Members consists of the following:

- 2 Button Down Shirts
- 2 Golf Shirts
- 4 Tee Shirts
- 2 Job Shirts
- 3 Trousers
- 1 belt,
- 1 Ball Cap or Toboggan
- 1 Winter Coat

All other items of personal clothing shall be at the Member's cost, with the style and type being subject to the approval of the Fire Chief. Additionally, the Township has the right to change the style, type and design of any and all required uniforms, provided that the Township bears the initial cost of such change.

Section 3. Annual Replacement. The Township on an Annual basis shall supply each full-time Member with the following uniform articles on an as needed basis:

- 2 Trousers
- 3 Golf Shirts or Button Down Shirts
- 3 Tee Shirts
- 1 Job Shirt
- 1 belt (every two years)
- 1 Winter Coat (every three years)

Should any of these (shirts, pants, coat) get damaged in the line of duty or during regular working conditions the Township shall replace these items at no cost to the Member.

Section 4. Annual Shoe Allowance. Members will be entitled to an annual shoe allowance in the amount of \$150.00 per calendar year for the purchase of required shoes. For purposes of payment of this allowance, the Township and Union may mutually agree and designate vendors where Members can purchase required shoes. Members shall be responsible for any amounts exceeding \$150.00. Alternatively or in addition, the Township may establish a reimbursement program to reimburse Members for required shoe purchases, up to the \$150.00 per calendar year limitation, upon receipt of the Member's paid invoice.

ARTICLE 18 - UNIFORMS & SERVICE RELATED EQUIPMENT – CONT.

Section 5. Prescriptive Eyewear. Members who wear corrective lenses will be eligible for reimbursement by the Township for specialized eyewear and inserts that provide vision correction compatible with the wearing of a Self-Contained Breathing Apparatus on an annual basis. The Township shall replace specialized eyewear on a as need basis. Members shall, at their own cost, replace those specialized eyewear which are damaged or lost through their neglect.

Section 6. Inspections Of Uniform Parts. Members shall maintain required uniforms in good and acceptable condition. For these purposes, Members shall produce all required uniforms at such time or times as may be directed by the Fire Chief. Members shall also report to their immediate supervisor uniforms which are worn out or damaged in the line of duty. Uniforms shall not be worn off duty unless prior approval of the Fire Chief is obtained, and Members shall, at their own cost, replace those uniform parts which are damaged or lost through their neglect.

Section 7. Separation of Employment. Those Members who voluntarily separate, retire or are disabled after serving ten (10) years or more with Jefferson Township shall be entitled to ownership of their Class “A” uniform including badge and fire helmet with shield. Upon separation, Members shall return to the Department all turn out gear and equipment in good condition, less ordinary wear and tear.

ARTICLE 19 - HOLIDAYS

Section 1. Holidays Recognized. A Member having six months full-time continuous active service prior to the month in which a holiday occurs shall be entitled to eight hours of holiday credit for each of the following legal holidays which shall occur at the following times:

- A. the first day of January, known as New Year's Day;
- B. the third Monday in January, known as Martin Luther King Day;
- C. the third Monday in February, known as Washington-Lincoln Day;
- D. the day designated in the "Act of September 18, 1975", 89 Stat. 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;
- E. the fourth day of July, known as Independence Day;
- F. the first Monday in September, known as Labor Day;
- G. the second Monday in October, known as Columbus Day;
- H. the eleventh day of November, known as Veterans Day;
- I. the fourth Thursday in November, known as Thanksgiving Day; and
- J. the twenty-fifth day of December, known as Christmas Day;

or, if any of the holiday dates are changed or additional holidays added under Ohio Revised Code 511.10, or any future statute of like tenor and effect, then the dates so changed or added.

Section 2. Accrual of Holiday Time. A Member qualifying for holiday time on January 1st shall be credited with the applicable number of holiday credit hours for the holidays listed in Section 1, which time shall accrue on a calendar year basis and be credited on each January 1st. Notwithstanding the foregoing, a Member who first qualifies for holiday time other than on a January 1st shall only be credited for those holidays remaining in that calendar year during which such Member first qualifies for holiday time, with this time to be credited on the first day following the day on which the Member qualifies for holiday time.

Section 3. Use of Holiday Time. The proposed use of holiday time shall be scheduled in advance with and is subject to the prior approval of the Fire Chief or their designee. When holiday time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work. In addition, holiday time shall be scheduled in the same manner provided in Article 20 Section 2 and 3 for the scheduling of vacation time. Notwithstanding the foregoing, the use of holiday time may be denied by the Fire Chief or the Chief's designee in their sole and absolute discretion, if the use and/or scheduling of holiday time will incur an overtime obligation by the Township. Holiday time use may be approved in multiples of one (1) hour.

ARTICLE 19 – HOLIDAYS – CONT.

Section 4. Payment for Unused Holiday Time. Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited. On the last biweekly pay period in November of each calendar year, a qualifying Member shall receive a holiday payment for Holiday time not used during the calendar year in which it is credited, with payment being based upon the Member's regular hourly rate as of that biweekly pay period. In addition, for those Members qualifying for holiday credit on or as of the last biweekly pay period in November of each calendar year, such Members shall receive and be credited with eight (8) hours of holiday credit for the holiday known as Christmas Day which would otherwise fall on December 25 of that calendar year. Upon a separation from employment, unused holiday hours accrued and credited to a Member shall be paid based upon the Member's regular hourly rate at the time of separation of employment from the Township.

Section 5. Repayment of Holiday Time. If a Member is credited with holiday time and subsequently separates from employment of the Township, then all holiday time representing those hours for holidays occurring after such break in service shall be forfeited without compensation or payment. In the event the Member has used all or any portion of such time prior to their break in service, then the time so used shall be deducted from any other monies owed the Member, and each Member hereby authorizes this deduction and shall, upon request of the Township, sign a proper authorization in favor of the Township reflecting this authorization.

ARTICLE 20 - VACATION TIME

Section 1. Accrual Of Vacation Time. Upon a Member's first anniversary date, such Member shall be credited with the applicable number of vacation time hours listed on Attachment C. From and after that Member's anniversary date, Members shall accrue vacation time at the rate listed on Attachment C for each fully completed calendar month in which the member is in active and paid service with the Township.

Section 2. Use Of Vacation Time. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Fire Chief. However and except in cases of emergency as determined by the Fire Chief, Members who have scheduled their vacation prior to the scheduling of a mandatory training session shall not be required to attend that session, provided that such non-attendance shall not relieve a Member from complying with the provisions of Article 3, Section 1, hereof. No leave time shall be scheduled during a period previously set aside for a training session. Vacation time shall be taken in one-quarter (1/4) hour increments. The Fire Chief retains the right to limit the number of Members who may be off at any one time and to change or otherwise cancel vacations and requests for the same. All requests for vacation shall be submitted to the Fire Chief by January 15th of each calendar year. Members are not required to have the amount of accrued vacation time to their credit prior to scheduling their vacation preferences by January 15th. However, in the event that a Member does not have enough vacation time to their credit at the time of the actual vacation, the Township will not be responsible for any costs the Member incurs as a result of canceling their vacation. A Member who fails to schedule his vacation preference on or before January 15th of each calendar year may, subject to the approval of the Fire Chief, schedule his vacation after such time. However, such scheduling shall not result in any change, alteration, or otherwise affect the previously scheduled vacation preference of any other Member. Conflicts between requests will ordinarily be resolved by seniority, except in instances of those Members desiring to take their entire vacation at one time for purposes of taking a trip or engaging in a similar activity, in which case, such purpose may prevail over seniority.

Section 3. Denial and/or Cancellation Of Leave. Notwithstanding anything to the contrary contained herein or elsewhere, in emergency types of situations and those involving unforeseen and/or substantially changed circumstances, the Fire Chief shall have the authority to modify the number of personnel that may be off at any one time, while said situation and/or circumstance exists. Those Members who have had their vacation denied and/or canceled by the Fire Chief as a result of such situation or circumstance will have the ability to carry over the same number of days denied and/or canceled by the Fire Chief into the next following calendar year. In the event a Member has incurred a financial obligation associated with a previously approved vacation, which is subsequently canceled by the Fire Chief or his or her designee, the Township shall reimburse the Member for this cost. The Member shall provide written evidence of the costs to the Fire Chief prior to reimbursement from the Township.

ARTICLE 20 - VACATION TIME – CONT.

Section 4. Carryover of Vacation Time. A Member assigned to a fifty-six (56) hour work week shall be able to carry-over a maximum of up to two hundred forty (240) hours of each year's credited vacation into the following year. Notwithstanding the foregoing, for exceptional circumstances and upon written request to the Township Administrator vacation time accrued which exceeds the maximum carry-over limit may be carried over to the next following calendar year, provided that any vacation so carried over is scheduled and used consecutively with the vacation time credited during that next following calendar year. In order to be eligible for consideration, Members shall file their written requests for vacation carryover to the next following calendar year with the Township Administrator no later than November 1 of the current calendar year. Requests must include reasons the Member was unable to use the vacation time prior to the end of the calendar year.

Section 5. Vacation Payout.

- A. A Member who intends to terminate employment with the Township or who is to be separated from the Township service through layoff will be paid for earned but unused vacation time. Members removed from Township service during a probationary period or pursuant to Ohio Revised Code Sections 505.38 and 733.35 et seq. shall not be entitled to be paid for any earned but unused vacation time.
- B. If a Member dies while in active service with the Township, any earned but unused vacation time shall be paid to the surviving spouse; otherwise, to the estate of the deceased Member.

ARTICLE 21 - SICK LEAVE

Section 1. Sick Leave Accrual. A Member designated to work an average fifty-six (56) hour work week shall accrue sick leave with pay at the rate of fifteen (15) hours for each fully completed calendar month in which the Member is in active and paid service with the Township. A Member shall be eligible to use accumulated sick leave after having six months full-time continuous active service with the Township. Notwithstanding the foregoing, if a Member is absent for two (2) consecutive duty days as a result of the use of sick leave and/or injury leave, the Member shall not accrue any sick leave.

Section 2. Accumulation of Sick Leave. Sick leave may accrue and be accumulated and carried over from year to year; provided, however, that sick leave may only be accumulated up to a maximum amount of two thousand nine hundred twelve (2,912) hours. At the end of each calendar year, any Member having sick leave in excess of the maximum allowable amount (i.e. 2,912 hours) will be paid at the rate of fifty percent (50%) for these excess hours.

Section 3. Use of Sick Leave.

- A. When sick leave is used, it shall be deducted from the Member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave with pay may be granted only upon the approval of the Fire Chief for the following reasons:
1. Sickness of the Member where such sickness renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant Member, where such condition renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the Member's pregnancy.
 2. Injury to the Member where such injury renders the Member incapable of performing the Member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the Member's employment with the Township.
 3. Medical, dental, or optical consultation or treatment of the Member when the same cannot be obtained during off duty time, provided that the Member schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the Member's return to duty, the Fire Chief may require the Member to furnish a certificate from the doctor confirming the Member's attendance at the consultation or treatment.

ARTICLE 21 - SICK LEAVE – CONT.

4. Sickness or injury of a person of the Member's immediate family residing in the Member's household which urgently requires the presence of the Member at home. Once the initial emergency is over, sick leave will not be granted merely because continuing care is desired. Members shall be granted no more than two (2) work days in any calendar year for sickness in the immediate family requiring the presence of the Member at home; provided, however, that in cases of the birth of a Member's child, Members may be granted up to an additional two (2) work days in any such calendar year if needed for such event. The Member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick time.
5. A death in the Member's immediate family. Members shall be entitled to funeral leave with pay of up to forty-eight (48) regularly scheduled consecutive work hours, provided that all of those hours occur in the same week (meaning a consecutive seven day period consisting of Sunday through Saturday, inclusive), for purposes of funeral attendance due to the death of a member of the Member's immediate family as hereinafter defined. Funeral attendance leave pay shall be the Member's regular hourly rate of pay times the number of regularly scheduled work hours so taken by the Member, subject to the limitations stated above. After a Member has exhausted their funeral leave, members are permitted to use sick leave for up to an additional three consecutive duty days for a death in the Member's immediate family. A Member seeking to use leave (i.e. funeral or sick) under this Article is required to notify his/her supervisor immediately upon the Member's decision to use leave for a death in the Member's immediate family. Absent special circumstances, in the event a Member fails to so notify their supervisor, such leave shall be charged as vacation time. A Member may be required to provide documentation, either a letter from the funeral home or a newspaper obituary, to the Fire Chief as verification of the use of leave. Any additional time off may be approved by the Fire Chief in the sole and absolute discretion of the Fire Chief and, if approved shall be deducted from the Member's accumulated sick leave. For the purposes of this Article, the Immediate Family of a Member includes the Member's spouse, ex-spouse with minor child of the Member, child, parent, brother or sister, mother- or father-in-law, son- or daughter-in-law, grandparent/grandchild, brother- or sister-in-law, as well as stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, legal guardian or other person who stands in place of a parent.
6. Quarantine of a Member because of exposure to a contagious disease or chemical spills. The Member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick leave.

ARTICLE 21 - SICK LEAVE – CONT.

7. In the event a Member uses all injury leave time, and is still unable to return to duty, the Member may, with the approval of the Board of Trustees, use any sick leave and vacation time to which the Member is otherwise entitled.
8. The Fire Chief may, from time to time, require a Member to be examined and approved fit for duty by a licensed medical practitioner designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction. In such event, the Fire Chief may place the Member on sick leave or any other form of accrued paid leave or, if none, unpaid leave until a satisfactory medical certificate is received.
9. When sick leave is used, the Member shall notify the Member's immediate supervisor and/or such other person(s) as the Fire Chief may, from time to time, designate, of the Member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency making such notification impossible, occur no later than one (1) hour prior to the start of the Member's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Fire Chief.
10. If a Member's illness or injury results in a Member exhausting such Member's sick leave balance, the Member may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, Members unable to return to full duty may also be subject to removal by the Board.
11. Members failing to comply with any rule or regulation dealing with the use of sick leave (including, but not limited to, those outlined in this Article) may be refused payment for time otherwise taken as sick leave.

Section 4. Payment for Unused Sick Leave. Except as otherwise specifically provided herein, upon a separation of service, other than retirement or death, a Member shall not be entitled to receive any payment for any unused sick leave. A Member who retires and meets the minimum length of service requirements to draw retirement or disability benefits from the Ohio Police and Fireman's Disability and Pension Fund, and who was also in the service of the Township for a period of ten (10) continuous years prior to retirement shall be entitled to redeem accumulated unused sick leave. A Member will be paid for one-half (50%) of the Member's accrued but unused sick leave up to a maximum of 450 hours. (In order to reach this maximum of 450 hours, a Member must have at least 900 accrued but unused hours of sick leave at the time of retirement or disability.) Such redemption shall be at a rate not to exceed fifty percent (50%) of the accumulated but unused sick leave at the time of retirement. Payment shall be based upon the Member's regular fifty-six (56) hour rate of pay at the date of retirement or disability.

ARTICLE 21 - SICK LEAVE – CONT.

Section 5. Verification of Sick Leave. Notwithstanding anything to the contrary contained herein, the Fire Chief, the Board of Trustees or their designee may, from time to time, require evidence as to the adequacy of the reason for any Member's absence during the time for which sick leave is requested, including, but not limited to, a medical certificate from a licensed practitioner of the Member's choosing or, if specified by the Township, a medical certificate from a licensed practitioner designated and paid for by the Township verifying proper use of sick leave pursuant to the provisions hereof. Failure to furnish such a certificate at the time requested shall result in the Member forfeiting, without pay, the sick leave hours so used. Additional certificates may be required in cases of prolonged illness or injury.

Section 6. Abuse of Sick Leave. Falsification of a written request, excuse or any other false statement, as well as any abuse of sick leave, shall be grounds for disciplinary action. A Township representative and/or designee may call upon a Member at such Member's home or other place of confinement or convalescence while the Member is absent from work based upon a claim of sick leave use. A Member suspected of abusing sick leave will be given an opportunity to explain the circumstances of the Member's use of sick leave.

- A. Grounds for suspicion of abuse shall include, but not be limited to, information received by the Township that the Member is, or was, during any day for which sick leave is claimed:
 - 1. Engaging in other employment;
 - 2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
 - 3. Present in a tavern or other place inconsistent with a claim of illness or injury;
 - 4. Using sick leave on a scheduled work day that falls on a holiday. (If a Member uses sick leave on a holiday and furnishes an acceptable physician's medical certificate in accordance with this Article which satisfactorily verifies proper use of sick leave, then that particular absence shall not be deemed grounds for suspicion of abuse.); and
 - 5. Engaging in a pattern of sick leave use.
- B. Actual abuse of sick leave or falsification of either a written signed statement by the Member or a physician's certificate shall also subject a Member to disciplinary action.

ARTICLE 22 - INJURY LEAVE

Section 1. Injury Leave With Pay. All Members working an average fifty-six (56) hour work week may, subject to the approval of the Board of Trustees, be granted injury leave with pay not to exceed twelve (12) weeks (not duty days) for each service-connected injury, provided such injury is reported in writing to the Member's immediate supervisor not more than three (3) calendar days from the date such injury occurs; and further provided that paid injury leave time for each service-connected injury shall not exceed six hundred seventy-two (672) hours for such Members. Injury leave will be charged at the rate of one (1) hour for each work hour absent.

Section 2. Conditions. The term "service connected injuries" is defined as injuries incurred by the actual performance of duties in the performance of a Member's full-time employment with the Township under such circumstances as would cause such injury to be compensable under the Workers' Compensation Law of the State of Ohio. Injuries occurring other than in a Member's scheduled and paid working hours shall be presumed to be non-service connected. If there is a reoccurrence of a previous service connected injury, within one year from the date of the original injury, the Member may be granted injury leave with pay not to exceed the prior unused balance of twelve (12) weeks, provided that such reoccurrence is reported to the Member's immediate supervisor not more than three (3) calendar days after the time such reoccurrence occurs. In addition, a Member may be entitled to an additional twelve (12) weeks of injury leave for a reoccurrence of an existing injury after twelve (12) months from the date the Member has returned to work without restriction; provided however that the Member has not received any injury leave within the preceding twelve months. Any reoccurrence shall be reported to the Member's immediate supervisor not more than three (3) calendar days after the time such reoccurrence occurs. Injury leave may only be granted and/or continued upon the approval of the Board of Trustees and such leave shall not be cumulative. Injury leave shall run concurrently with any FMLA leave.

Section 3. Injury Leave Administration And Reporting.

- A. A report of the cause of all service connected injuries signed by the immediate supervisor and the Fire Chief shall be submitted to the Board as soon as practicable following the date the injury is reported by the Member. The Board may approve or reject the application, and in doing so, may require the Member to be examined by a physician of the Board's selection. Before any Member who has made application for benefits under this Article is entitled to receive any such benefits, he shall first make application for Workers' Compensation benefits or insurance proceeds from any compensation fund or insurance company to which the Township contributes. Pending a decision by the Board, an injured Member may be carried on sick leave and/or vacation leave, which leave shall be restored to the Member's credit upon certification by the Board that injury leave has been approved.

ARTICLE 22 - INJURY LEAVE – CONT.

- B. No Member shall be granted injury leave with pay unless authorized by the Board. The Board may, from time to time and in its sole and absolute discretion, require the Member to submit supporting documentation from the Member's attending physician and/or to be examined by a physician appointed and paid for by the Township, in which case, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. The failure to authorize such release shall be grounds for denial of injury leave. If, at any time, in the judgment of the Trustees, the Board, with justification, believes that the injury is such that the Member is capable of performing his regular duties or restricted duties during the period of convalescence, the Board shall so notify the Member in writing and deny and/or cancel the injury leave with pay. It is recognized and agreed that the Board shall have the right to deny and/or cancel leave even though the Bureau of Workers' Compensation and/or any other firm, individual or agency may approve the Member's claim.
- C. As a condition precedent to the granting of injury leave, a Member shall immediately make appropriate filings for reimbursement from the Workers' Compensation program, or from any other compensation fund or insurance company to which the Township contributes, for any service connected injuries. If directed by the Township, such filing(s) shall include requests for any available compensatory program designated to compensate workers for lost wages. Thereafter, the Member shall endorse over to the Township any benefits received therefrom which extend over the same time period for which the Member was paid injury leave. In furtherance of these provisions and in compliance with the rules and regulations of the Ohio Bureau of Workers' Compensation, a Member shall execute a written agreement reflecting the provisions of this section.
- D. In the event a service connected injury is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the Member shall be charged with all time lost from work against his accumulated sick leave time or, secondarily, against any other forms of accrued paid leave time. If the Member does not have accumulated sick leave and/or any other form of accrued paid leave to cover all or any part of the time off, to and including the date the claim is disallowed, then any monies paid to such Member by the Township as injury leave under this Article shall be repaid by the Member to the Township.
- E. A Member is prohibited from performing any other work for compensation while on injury leave. Also, a Member on injury leave shall make himself/herself available at such time or times as directed by the Fire Chief in order to discuss, in person, work and leave related matters.

ARTICLE 22 - INJURY LEAVE – CONT.

Section 4. Accrual Of Benefits. A Member who is granted injury leave under the terms of this Article shall not accrue or be entitled to any of the following benefits while on injury leave:

- A. Holidays occurring during the use of injury leave shall be deducted from the Member's holiday credit without pay or compensation therefor and, in the event of any deficiency, the Board may, at its option, deduct such holiday time from unused vacation time and/or sick leave; and
- B. If a Member is absent for two (2) consecutive duty days as a result of the use of injury leave, the Member shall not accrue any sick leave while the Member is absent due to the use of injury leave.
- C. A member shall not be entitled to funeral leave while on injury leave.

Once the Member returns to regular duty, then such Member shall thereafter be entitled to the foregoing benefits upon such return only after such Member has actually worked a full and complete work period.

ARTICLE 23 - ASSIGNMENT DURING INJURY LEAVE

Section 1. Light Duty Assignment. Members who are unable, by virtue of injury or illness, whether or not job related, to perform their regularly assigned duties, may, with the written approval of the Member's personal physician, request assignment to a temporary light duty position. This request shall be submitted to the Fire Chief and shall be accompanied by a doctor's statement authorizing the activity. It is not compulsory, nor is it an obligation on the part of the Township, to grant requests for temporary light duty assignments. Accordingly, the Fire Chief, in the Fire Chief's sole and absolute discretion, has the right to grant or disallow the placement of Members on these temporary assignments. Furthermore, the Fire Chief may, from time to time, require a Member to be examined by a physician appointed and paid for by the Township prior to the grant of a temporary light duty assignment request. Nothing contained in this Article shall preclude the Fire Chief from ordering a Member who is otherwise on injury leave to a temporary light duty assignment in the absence of a request for such an assignment.

Section 2. Work Hours. If a Member's request for a light duty assignment is granted, the Fire Chief may, in the Fire Chief's sole and absolute discretion, adjust the Member's work hours during the light duty assignment such that the work hours average a forty (40) or fifty-six (56) work week. Furthermore, the work hours during a light duty assignment may, from time to time, be changed or otherwise revised by the Fire Chief.

ARTICLE 24 - LEAVES OF ABSENCE

Section 1. Jury Duty Leave. A Member summoned to jury duty pursuant to Chapter 2313 of the Revised Code of Ohio, or any future statute of like tenor and effect, shall be granted a leave of absence with pay for actual jury service, provided that such Member gives reasonable notice to the Fire Chief of the receipt of the summons prior to the commencement of such Member's service as a juror.

A Member qualifying for jury duty leave and performing actual jury service shall be paid the difference between the jury duty fees to which such Member is entitled and the Member's regular hourly rate for the number of hours in each regular work day during which the Member is absent due to actual jury service; provided, however, that such Member presents to the Fire Chief a statement certified by the court showing the number of days served on actual jury service and the fees paid therefore.

Section 2. Court Appearance. A Member summoned as a witness for the Township in civil or criminal matters shall be released from duty without loss of pay or benefit to fulfill the obligation of the Township in Court. If the appearance falls on the Members scheduled day off, such time spent as a witness on behalf of the Township shall be compensated at the overtime rate of pay.

Section 3. Military Leave. Except as otherwise specifically provided herein, a Member may be granted a leave of absence without pay to be inducted or otherwise enter military duty. Upon a separation or discharge from military duty under honorable conditions, such Member shall be entitled to those rights and privileges provided in Ohio Revised Code Chapter 5903.03, or any future statute of like tenor and effect.

Members who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to military leave from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of seventeen (17) twenty-four (24) hour days (408 hours) pursuant to Section 5923.05 of the Ohio Revised Code. Additional military leave may be granted by special action of the Board.

Requests for military leave, including a copy of the order or statement from the appropriate military commander as evidence of the Member's duty, shall be submitted to the Board for approval. There is no requirement that the service be in one continuous period of time.

Members who have worked for the Township for at least ninety (90) calendar days will be granted an unpaid leave of absence to be inducted or otherwise enter military service unless they are members of reserve components as specified above.

Members who are members of the Ohio National Guard will be granted military leave for mob, riot, flood, civil defense or other emergencies when so ordered by the Governor to assist civil authorities.

If the emergency service is caused by an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 of the Ohio Revised Code, the Member is entitled, during the period designated in the order or act, to leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

ARTICLE 24 - LEAVES OF ABSENCE – CONT.

- The difference between the Member's gross monthly wage or salary as an employee of the Township and the sum of the Member's gross military pay and allowance received that month; or
- Five hundred dollars (\$500).

No Member shall receive payments under the preceding paragraph if the sum of the Member's gross military pay and allowances received in a pay period exceeds the Member's gross wage or salary as a Township employee for that period.

Members must turn in a training schedule for the year as soon as it is received. Only official orders will be accepted. Memorandum-in-lieu-of orders will not be accepted. The Township will request verification for the file that the individual was in service for the requested dates.

Section 4. Family Medical Leave Act.

- A. General. The FMLA requires employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible Members for certain family and medical reasons. Members are eligible if they have worked for a covered employer for at least one year or for 1,250 hours over the previous twelve (12) months. The typical work year is 2,080 hours and is considered on a rotating 365-day period (not calendar year). Jefferson Township may impose FMLA leave upon Members who meet eligibility criteria for FMLA Leave and have been absent from work on medical related reasons for a period of two (2) consecutive duty days. Jefferson Township requires FMLA eligible Members to exhaust accrued leaves concurrent with FMLA leave before being allowed to be put on FMLA unpaid leave. Paid leave balances will run concurrent with FMLA leave regardless of whether the FMLA leave is voluntary or imposed by Jefferson Township. The FMLA benefit period will be calculated based upon a rolling twelve (12) month period measured from the date the leave commences. Accrued leave balances include, but are not limited to, sick leave, compensatory time, and vacation leave and should be used in that order.
- B. Eligible Leave. In accordance with applicable Federal law, any eligible Member may request a leave of absence without pay for the following reasons: birth of a child; the placement of a child with the Member for adoption or foster care; a serious health condition of the Member's spouse, child, or parent, or a serious health condition that makes the Member unable to perform the essential functions of the Member's position. Jefferson Township has the authority to grant leave to any eligible Member under this policy and the provisions outlined in FMLA. Where a Member requests use of intermittent leave or reduced work hours, he/she must first use accrued leave balances, such as vacation leave and sick leave. Such accrued leave will run concurrent with a Member's twelve (12) weeks of FMLA leave.

ARTICLE 24 - LEAVES OF ABSENCE – CONT.

- C. Advance Notice and Medical Certification. A Member must provide thirty (30) days advance notice when the leave is "foreseeable." Members must provide adequate documentation of the medical facts claimed by the Member as the basis for requesting leave. The Medical Certification must contain a return-to-work date. Failure to return to work on the date given without prior notification by the Member and prior approval by the Fire Chief or designee may result in immediate dismissal. In instances where the leave is not "foreseeable", the Fire Chief or designee may choose to place Members on FMLA leave pending the receipt of the Medical Certification. Cost associated with securing the Medical Certification (if any) shall be reimbursed through the Townships Health Reimbursement Account.
- D. Job Benefits and Protection. For the duration of FMLA leave, Township will maintain a Member's health coverage as outlined in FMLA. Where applicable, a Member will be required to make timely financial payments for premiums or other benefits in advance. A Member will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms per FMLA. A Member using accrued sick leave for more than ten (10) consecutive duty days while on FMLA leave shall not accrue sick leave. Holidays occurring during FMLA leave that are being concurrently used with paid leave will be paid. FMLA does not modify the amount of accrued vacation leave, sick leave or compensatory time balances except as outlined in this Article or the FMLA.

Section 5. Special Leave. In addition to other leaves authorized herein, the Board of Trustees may, in its sole and absolute discretion, authorize special leaves of absence without pay, which exercise of discretion on the part of the Board of Trustees is not subject to challenge, appeal or review. Any leave so granted by the Board shall be subject to such terms and conditions as the Board may, from to time, and in its sole and absolute discretion, determine. Unless otherwise directed by the Board of Trustees, a Member who is absent as a result of the use of an unpaid leave shall not be entitled to receive or accrue any benefits or other forms of compensation while on an unpaid leave status. Accordingly, the following shall occur while a Member is on an unpaid leave:

- A. A Member shall not accrue sick or vacation leave;
- B. A Member shall not be entitled to any Township provided insurance (subject to any available insurance continuation program paid for by the Member);
- C. A Member shall receive no holiday credit for holidays occurring while the Member is on unpaid leave;
- D. For purposes of calculating a Member's vacation, the Member's anniversary date shall be extended for any time spent on an unpaid leave; provided, however, that a break in continuous active service shall occur if a Member is absent while on unpaid leave for 120 hours, whether or not consecutive.

ARTICLE 24 - LEAVES OF ABSENCE – CONT.

Unless otherwise directed by the Board, a Member's unpaid leave of absence shall not exceed the length of time as determined by the Board. It is the Member's responsibility to provide the Fire Chief with written verification of a Member's anticipated return to work date. Any Member who fails to return from an unpaid leave of absence within the length of time as initially determined by Board shall be considered to have voluntarily resigned from employment with the Jefferson Township Fire Department.

ARTICLE 25 - HEALTH CARE COVERAGE

Section 1. Insurance Coverage. A Member shall have the opportunity to apply for health care insurance coverage, dental care insurance and vision insurance in accordance with and subject to the terms and conditions as contained herein and in the insurance policies and/or plans therefor as may be maintained, from time to time, by the Township. In the case of a break in service and unless otherwise required or permitted by law, the Township shall comply with the requirements of applicable law as it relates to the continuation of health care plan benefits. The Board of Trustees may change carriers, plans, coverages and/or levels of coverage upon 30 days advance notice to the Union. The Board shall create an advisory committee of Township Members, officers and employees (which will include at least one Union representative) to investigate coverages available for purposes of making an advisory, nonbinding recommendation to the Board. The Board will consider, but is not bound by, any recommendation prior to determining which carrier, plan, coverage and/or levels of coverage the Board determines to provide.

Section 2. Member Contribution. Members electing to participate in the health care, dental care and vision insurance programs will pay a Members' insurance contribution, on a monthly basis. Members will pay a monthly insurance contribution, in the amount of five percent (5%) of the "insurance cost" associated with the health care, dental care and vision insurance programs chosen by the Member. The Member's payments shall be made through an automatic monthly payroll deduction, and the Township is hereby authorized to automatically make such a deduction from each Member's wages. While this deduction shall not require the authorization of a Member, the Member shall, upon request of the Township, sign an authorization in favor of the Township reflecting this deduction if the Township so desires. Furthermore, if a monthly deduction is not made in or for a particular month, the Township may make the deduction in a subsequent month. The term "insurance cost" shall mean the total amount paid or potentially required to be paid for or on behalf of a Member (and, if applicable, the Member's family) for health, dental and vision premiums and, in the case of a self-funded plan (whether wholly or partially self-funded), the aggregate claim potential, all as calculated by the provider and/or the administrator of such coverage.

Section 3. Health Insurance Opt-out. Pursuant to the cafeteria plan adopted by the Township pursuant to section 125 of the Internal Revenue Code, in the event that a Member (on behalf of both the Member and, if applicable, all eligible dependents) elects not to receive the health care insurance offered by the Township because the Member has health insurance coverage from another source, the Member may elect to receive a monthly cash payment equal to twenty-five percent (25%) of the cost of premiums that would, otherwise, be paid by the Township for benefits for the Member under the current health-insurance plan and/or policy presently being offered by the Township. All Members electing to receive a cash payment in lieu of health insurance shall comply with all the terms and conditions of any cafeteria plan and applicable resolutions adopted by the Township in order to be eligible for participation. In no event shall any payment to a Member pursuant to this Article exceed twenty-five percent of the costs of premiums (on behalf of both the Member and, if applicable, all eligible dependents) that would otherwise be paid by the Township for a Member under an offered policy, plan or contract. No cash payment in lieu of health insurance shall be made unless the Member signs a statement affirming that the Member is covered under another health insurance policy, contract or plan. The Member shall also provide to the Township the name of the employer that sponsors the coverage, the name of the insurance carrier that provides the coverage, an identifying number of the applicable policy, plan or contract and any other information that the Township reasonably determines is relevant.

ARTICLE 26 - CORRECTIVE ACTION

Section 1. Disciplinary Actions. Except as otherwise provided in Article 8, a Member shall not be subject to disciplinary action resulting in reprimand, suspension without pay, reduction in pay and/or rank, or removal except for just cause.

Section 2. Progressive Discipline. For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede suspension without pay, reduction in pay and/or rank, and removal. The commission of multiple minor offenses, whether similar or dissimilar nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline up to and including immediate removal without regard to previous reprimands or discipline. To this end, the Board of Trustees and/or the Fire Chief reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension without pay, a reduction in pay and/or rank, or removal, the Township may place a Member on administrative leave with pay pending a determination on final disciplinary action, if any.

Section 3. Alternative Disciplinary Procedure. In lieu of any procedures established by statute or otherwise, the Board of Trustees may, as an alternative and at its sole option, utilize the following procedure in those cases where there is reason to believe that a Member has committed a serious infraction which may lead to suspension, reduction in pay and/or rank, or removal:

- A. The Board of Trustees and/or its designee shall reduce to writing the basis for the proposed disciplinary action. A true and accurate copy of the charges then existing shall be served upon the Member, either by personal service or by certified mail. A Member may request and the Township shall provide within a reasonable period of time, copies of any documents, written statements, recordings, and reports associated with the incident in question for which the Member is being subjected to discipline/discharge.
- B. Prior to any suspension, demotion or removal, the Board of Trustees shall conduct a hearing on the charges. The Member shall be provided at least ten (10) calendar days' notice of the hearing. Upon request by the Member, a one-time extension of the time and date of the hearing shall be granted. At the hearing (which shall be held in executive session), the Member shall have the right to be represented by a person, or persons of their choosing, to present evidence on his or her behalf and to question adverse witnesses. Pending any hearing, the Board of Trustees and/or the Fire Chief may place the Member on administrative leave with pay.

ARTICLE 26 - CORRECTIVE ACTION – CONT.

- C. For purposes of this alternative disciplinary procedure, the Board of Trustees may administer oaths and, to the extent permitted by law, issue subpoenas or compulsory process to compel the attendance of persons and the production of books and papers before it and the Board may provide, by resolution(s), for the manner and method of exercising and enforcing this provision. The Board or the Member may cause the hearing to be transcribed by a court reporter. The Board may request the Fire Chief and/or such other or additional person(s) to present the charges and any other information or testimony relating thereto.
- D. In the event the Board of Trustees elects to utilize the alternative disciplinary procedure provided for herein, the parties intend the provisions of this alternative procedure to supersede conflicting provisions established by statute or otherwise.
- E. The Board shall issue its decision in the matter within twenty-one (21) days following the conclusion of the hearing. For those members who are in their initial probationary period (newly hired) the Board's decision shall be final and binding.
- F. Nonprobationary Members may elect to appeal a decision of the Board of Trustees in accordance with the grievance provisions of this Agreement.

Section 4. Summary Suspensions. Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35 et seq., in instances involving any type of offense deemed by the Fire Chief to be of a serious or problematic nature, the Fire Chief may, upon the Chief's own initiative and with the agreement of the Member, summarily suspend a Member for up to ten (10) full working days without pay for each such offense. When taking such action, the Fire Chief shall take into account the Rules and Regulations of the Jefferson Township Fire Department (and any recommended penalties for infractions thereof as may be set forth therein) as promulgated, from time to time, by the Board. Prior to imposing such a suspension, the Fire Chief shall:

- A. Meet with the Member in order to provide the Member with an opportunity to explain the conduct in question; and
- B. If the Member agrees to accept the suspension proposed by the Fire Chief, inform the Member in writing of the effective date(s) and duration of such suspension.

ARTICLE 26 - CORRECTIVE ACTION – CONT.

C. In those cases where the Member does not agree to accept a suspension in accordance with the terms previously outlined in this Section, the Member shall have the right to a predisciplinary conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Chief's sole discretion, have the right to designate any other person to conduct the predisciplinary conference. The person conducting the predisciplinary conference (whether the Fire Chief or such other designated person, shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this Section. If a Member desires a predisciplinary conference, the procedure for this conference shall be as follows:

1. Prior to the conference before the Fire Chief or designee, the Member shall be provided a statement of the charges. A Member may request and the Township shall provide within a reasonable period of time copies of any documents, written statements, recordings, and reports associated with the incident in question for which the Member is being subjected to discipline/discharge.

The Member shall also be given at least five (5) calendar days' notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement.

2. At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The Member shall have the right to be represented at the conference by a person, or persons of their choosing, to present evidence and to question adverse witnesses. The Fire Chief, or designee, may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.
3. A decision shall be issued within seven (7) days of the conclusion of the conference. The Member may, elect to appeal the decision (and any resulting suspension) in accordance with the grievance provisions of this Agreement. This appeal shall be perfected by filing a notice of appeal with both the Fire Chief and Board of Trustees within seven (7) days after the decision is issued.
4. If a Member timely perfects an appeal of the decision to the Board of Trustees as provided above, then the suspension without pay shall be stayed pending the decision of the Board of Trustees. Pending any hearing, the Board of Trustees may place the Member on administrative leave with pay. Hearings before the Board of Trustees shall be conducted in accordance with Section 3 of this Article.

ARTICLE 26 - CORRECTIVE ACTION – CONT.

5. A record of suspensions imposed under this Section may be placed directly into the Member's personnel file by the Fire Chief or designee without the need for action on the part of the Board of Trustees.

Section 5. Disciplinary Documentation. A copy of any record of disciplinary action that has been placed in the Member's personnel file shall be provided to the Member at the time of its placement. Unfounded complaints and anonymous charges shall not be placed in the Members personnel file and shall not be used for the purposes of disciplinary action. In the event of no intervening disciplinary action against the affected Member, the following shall apply:

VERBAL REPRIMANDS

(The Township shall only document in written format for the purposes of this rule) shall cease to have force and effect after one (1) year.

WRITTEN REPRIMANDS

Shall cease to have force and effect after two (2) years.

RECORDS OF SUSPENSION

Shall cease to have force and effect after four (4) years.

Any record that has passed its effective date per this Section shall be removed from the Member's personnel file and disposed of in accordance with the Township's Record Retention Policy.

ARTICLE 27 - LAYOFF AND RECALL

Section 1. Notification to Union. In the event the Township determines that a layoff of Members is necessary due to lack of funds, lack of work or the abolishment of a position, the following procedures shall be followed:

- A. The Township shall send notification to the Union indicating the need for the reduction of personnel. The Parties shall meet within 72 hours to negotiate the effects of a lay-off, and to consider alternative proposals or plans. Should the Township determine that need for a reduction in personnel still exists following the effects of bargaining, the Township shall send notice to the Members giving a thirty (30) day notification of the impending lay-off. If a 30-day notice is not possible or practical under the circumstances, the Township shall notify Members of impending lay-off as soon as practicable.

The notice shall be hand delivered or sent via certified mail to the Member and shall contain the following information:

- A. Rationale for layoff or displacement;
- B. The effective date of the layoff or displacement;
- C. A list detailing the Member's seniority in relation to other members of the Bargaining Unit;
- D. A statement advising the Member of his or her responsibility to maintain a current address with the Department; and
- E. A statement advising the Member of his reinstatement rights consistent with this Article.

Section 2. Determinations. The Township after meeting with the Union as outlined in Section 1 of this Article, shall have the right to determine the necessity of a layoff and the right to determine in which classification(s) layoffs will occur. Within each classification affected, Members will be laid off in accordance with their seniority.

Section 3. Order of Displacement. Any layoff shall proceed in the following order and in accordance with this Article:

- A. All part-time employees; and
- B. Full-time Members.

ARTICLE 27 - LAYOFF AND RECALL – CONT.

In the event of a layoff, the youngest Member in point of continuous active service shall be the first laid off and any layoff thereafter shall be by reverse seniority. In the event of a layoff, the incumbent shall displace the next less senior Member in rank, the person thereupon displaced shall displace the next youngest Member in the next lower rank, and the youngest Member in the next lowest rank shall be allowed to displace, and so on until the youngest Member in point of continuous active service has been reached, who shall be then laid off. Furthermore, Members may bump and be bumped in such a manner that Members in higher classifications may bump less senior Members in lower classifications until the least senior Members up to the total number of Members to be laid off are laid off. A laid off or bumped Member who cannot bump another Member will be laid off. In all cases, Members who bump into a lower classification (and/or rank) carrying a lesser salary than that previously held shall only be entitled to the salary established for that particular classification (and/or rank) into which the Member bumps.

Section 4. Recall. Members who are laid off shall be placed on a recall list for a period of two (2) years. If, during the duration of the recall list, there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification beyond normal recertification courses. No new employees shall be hired until the recall list is exhausted.

Section 5. Notice of Recall. Notice of recall shall be sent to the Member by certified mail with a copy sent to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided, in writing, to the Township by the Member.

Section 6. Time Limitation. The recalled Member shall have fourteen (14) days following the date of receipt of the mailing of the recall notice to notify the Township of the Member's intention to return to work and shall have fourteen (14) days following acknowledgment of the intention to return to work, unless a different date for returning to work is otherwise specified in the notice.

Section 7. Recall From Layoff. A Member who is recalled from layoff shall suffer no loss of seniority for the time during which the Member was laid off, provided that the Member is recalled and timely returns to work during the duration of the recall list. However, a Member shall receive no service credit for time spent in layoff. A Member who is recalled from layoff during the duration of the recall list shall return to the Step commensurate with the Member's years of service immediately prior to the layoff, provided that no Member shall be entitled to return to such Member's former rank, classification, shift and/or unit. If, during the two (2) year duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the Member's former rank be reestablished and become available during the two (2) year duration of the recall list, such Member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one Member who previously held such rank, then the appointment shall be based upon seniority. In all cases, a Member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Department.

ARTICLE 27 - LAYOFF AND RECALL – CONT.

Section 8. Seniority. For purposes of this Article and, regardless of Ohio Revised Code Section 9.44, a Member's seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the Jefferson Township Fire Department from the Member's most recent date of appointment. Continuous service shall be deemed broken when a Member resigns, is discharged, fails to timely return to duty after an approved leave of absence, or layoff in excess of two (2) years. Once continuous service is broken, a Member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service. In the event two or more Members have the same seniority following the application of the above listed process, the seniority ranking will be based upon the affected Member's date of birth, with the older Member being the most senior.

Section 9. Payment of accrued leaves. In the event a bargaining unit member is laid off, the Member may, solely at the Member's discretion, receive full payment or partial payment, for all accrued vacation and/or compensatory time, as provided in this Agreement in the Member's final check.

ARTICLE 28 - LABOR RELATIONS MEETINGS

Section 1. Labor Relations Meetings. The Township and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

Section 2. Labor Relations Committee. There is hereby established a Labor Relations Committee which shall consist of not more than five (5) persons appointed by the Board of Trustees and five (5) persons appointed by the Union. The Committee may meet quarterly upon the call of either party and at any other time as the parties may mutually agree.

Section 3. Authority. The Committee's authority shall be limited to discussion, exploration and study of subjects mutually agreed to between the parties. The Committee shall have no authority to bargain for the Union and the Township, or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

ARTICLE 29 - PROMOTIONS

Section 1. Promotions. Promotions to the rank of Lieutenant or Captain will be made by the selection of an eligible and qualified individual governed by the principles of performance, merit and fitness and in accordance with the provisions of this Article. There is, however, no requirement to fill any position unless and until the Board of Trustees first determines that a permanent vacancy exists in that position. If a permanent vacancy is determined to exist in the promoted ranks of Lieutenant or Captain, a notice, as provided below, shall be posted within 30 days of the vacancy. The Fire Chief or designee shall have the right to temporarily assign a Member(s) to a vacant position until a Promotional Eligibility List is established and/or a candidate is selected and approved to fill the position.

Section 2. Promotional Eligibility List. The establishment of a Promotional Eligibility List will begin by the Township posting notice for thirty (30) days seeking applicants for placement on the Promotional Eligibility List. A Promotional Eligibility List ranking candidates for the purposes of promotion will be established from a cumulative score by the Board of Trustees using the following process as provided in this Article.

- A. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant unless such person has served a minimum of five (5) years as a full-time Firefighter with the Jefferson Township Fire Department. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Captain unless such person has served a minimum of five (5) years in the rank of Lieutenant with the Jefferson Township Fire Department.
 1. In the event there are less than five (5) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant, or less than three (3) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Captain, the time in rank requirements may be lowered by one-year intervals until there are at least five (5) qualified and eligible candidates for the rank of Lieutenant, or at least three (3) qualified and eligible candidates for the rank of Captain. In all cases, probationary Members and Members on suspension shall be ineligible to apply for promotional consideration.
 2. If, after lowering the time in rank requirement, there still remains an inadequate number of candidates eligible to make application for promotional consideration, the Township may, in its sole discretion, and using the same qualifications for eligibility as are established herein, waive the employment criteria with the Jefferson Township Fire Department, and permit any non-Member or non-Members to make application for promotional consideration. Notification timeframes (posting of notice) and testing process and procedures shall be the same as for current eligible Members.
- B. Eligible and qualified candidates shall submit a written application to the Fire Chief prior to the close of the thirty (30) day posting.

ARTICLE 29 – PROMOTIONS – CONT.

- C. Once the application period is closed, the Township will review and evaluate applications received from qualified and eligible individuals. Those individuals deemed unqualified and/or ineligible will be notified that they are no longer applicants for placement on the Promotional Eligibility List.
- D. The promotional process will consist of a written test, an assessment center, and an interview. At least forty-five (45) days prior to the commencement of the written test, the Fire Chief shall post a notice containing the names of those Members eligible to participate in the promotional process. The notice shall also contain the source materials from which the promotional process shall be compiled, the date, time and location of the written exam and the scores assigned to each of the three phases of the promotional process. The Fire Chief will list no more than six (6) books as the source material for each promoted position. The Fire Chief will maintain at least one set of the source material and it shall be made available at the Fire Station for use by Members. The source materials shall not be changed within six (6) months prior to any promotional test.
 - 1. The first phase will consist of a written examination. The examination shall be developed, proctored, graded and scored by an independent company or educational institution, as designated by the Fire Chief. The Fire Chief will review and approve the testing materials and methods to be used. Candidates must pass the written examination with a minimum score of seventy percentile (70%) before proceeding to the next two (2) phases.
 - 2. The second phase will consist of an assessment center. The assessment center shall consist of the Ohio Fire Chiefs Association or a minimum of three (3) Fire Chiefs from area Fire Departments (Franklin and/or contiguous counties) which have full-time career firefighters under their command. The purpose of the assessment will be to evaluate and assess the candidates' job experience, abilities and knowledge. The Fire Chief will review and approve the assessment center materials and methods to be used.
 - 3. The third phase will consist of an oral interview with the Board of Trustees and such other persons as the Board may designate.
- E. The Township will establish the scores to be assigned within and to each phase of the promotional process. At the conclusion of this process, the Township will establish and publish a Promotional Eligibility List of qualified candidates who have achieved a satisfactory score in the promotional process.

ARTICLE 29 – PROMOTIONS – CONT.

Section 4. Promotions. The Board of Trustees may appoint any one (1) of the top three (3) candidates as listed on the then current Promotional Eligibility List, to a vacant rank. To illustrate, if Candidate No.2 has been promoted, when the next permanent vacancy occurs, the Board of Trustees may promote either Candidates 1, 3 or 4 on the current Promotional Eligibility List. In the event there are less than three (3) candidates remaining for promotional consideration, the Board of Trustees may, at its option, either appoint one (1) of the remaining candidates to the position, or abolish the current Promotional Eligibility List and proceed through the promotional process in order to create a new Promotional Eligibility List.

Section 5. Duration Of Promotional Eligibility List. Upon certification by the Board of Trustees, the Promotional Eligibility List will be valid for a period of two (2) years from the date the list is certified by the Board of Trustees. Upon the expiration of a Promotional Eligibility List, the Township may, at its discretion, either extend the expiration date for such time or times as determined by the Board of Trustees, or void the current Promotional Eligibility List and proceed through the promotional process in order to establish a new Promotional Eligibility List. In addition, the Township may void a current Promotional Eligibility List in the event the list does not contain the requisite number of candidates for promotional consideration. In either such event, the Township will notify the Union that it is electing to void the current Promotional Eligibility List and will then begin the process for promotional consideration in order to establish a new Promotional Eligibility List.

ARTICLE 30 - PHYSICAL FITNESS

Section 1. Annual Physical. Annually, each Member shall undergo a panel of medical and physical evaluations conducted by a medical provider selected by the Township, hereinafter respectively referred to as Annual Physical and Cardiovascular Evaluation. The purposes of the Annual Physical and Cardiovascular Evaluation shall include, but are not limited to: identifying conditions that interfere with a Member's physical or mental ability to safely perform essential job tasks without undue risk of harm to self or others; providing Members with information about their current health, promoting wellness, and referring them for appropriate further evaluation and treatment; providing Members with information and education about occupational hazards; providing a cost-effective investment in work-related disease prevention, early detection, and health promotion for Members; and complying with federal, state, local and/or other jurisdictional requirements. Components of the examination shall include the following:

- Comprehensive History & Physical Exam
- Comprehensive Metabolic Panel
- CBC
- Lipid Panel (cardiac risk)
- Chest X-ray
- Pulmonary Function (fvc)
- Electrocardiogram 12 lead
- Cardiac Stress Test (Bruce Protocol)
- Audiogram
- TB – Mantoux
- HIV 1-2
- PSA & Digital Exam @ 40 years or past history for males
- CA 125 @ 40 years of age or past history for females
- Snell Vision Exam
- Urine Dip

The following tests shall be conducted post exposure in accordance with the guidelines and recommendations of the Centers for Disease Control and Prevention:

- Hepatitis C Test
- Hepatitis B Titers
- Hepatitis A Titer

The panel of test may be modified to remain compliant with OAC 4123 and/or the relevant NFPA medical testing standards for firefighters.

Section 2. Employee Assistance Program. The Township may, at its option, institute an employee assistance program designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may be determined. Participation in the program shall be on a voluntary basis.

ARTICLE 31 - DRUG-FREE WORKPLACE

Section 1. Purpose. The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other Members and employees and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all Members to report for work in a condition to perform their duties; and to expect Members to comply with all federal, state and local alcohol and drug laws. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

- A. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances, including, but not limited to, those substances under the provisions of the U.S. Government Controlled Substance Act of 1970 as amended, while on the job or Township property or work site is prohibited. All illegal substances will be turned over to the appropriate law enforcement agency.
- B. The use, sale, transfer or possession of alcohol while on the job is prohibited.
- C. Members are forbidden to work while under the influence of alcohol or while having used illegal drugs or while taking prescription or over-the-counter medication while impaired. Members who are determined to be unfit may be released from duty and sent home.
- D. Off-the-job use, sale, transfer or possession of illegal drugs which could adversely affect a Member's job performance or which could jeopardize the safety of other Members, employees, the public, or Township facilities, or where such activities adversely affect the public trust in the ability of the Township to carry out its responsibilities, is also prohibited.
- E. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance and attendance are affected will not be tolerated. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union for assistance in securing treatment.

Section 2. Employee Awareness Education. Members shall be educated on the effects of drug/alcohol abuse, its signs and symptoms, and how to seek assistance through the Employee Assistance Program.

ARTICLE 31 - DRUG-FREE WORKPLACE – CONT.

Section 3. Supervisor Training. Supervisors will be trained to recognize substance abuse problems that may endanger the Member and others. This training will be in addition to the employee education session. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem, how to document, how to confront Members and other employees, reasonable suspicion, confidentiality, and how to make referrals for help.

Section 4. Informing Members and Employees about Drug and Alcohol Testing. All Members shall be fully informed of the Fire Department's drug and alcohol testing policy. The Township shall inform the Members on how tests are conducted, what the test can determine, and the consequences of testing positive. All newly hired employees will be provided with this information on their initial date of hire. No Member shall be tested before this information is provided to him/her.

Section 5. Consent & Release Form. Prior to any testing, the Member will be required to sign the attached *Consent & Release Form*. Any Member refusing to sign the Consent & Release Form shall be subject to discipline.

Section 6. Employee Impairment of Drug and Alcohol Use. The possession or use of non-medically prescribed controlled substances, or being under the influence of alcoholic beverages shall not be permitted at the Township's work sites and/or while a Member is on duty.

Section 7. Medical Prescriptions. Members who are prescribed medications shall advise their physicians of the Member's job duties, which include driving fire apparatus, climbing ladders, EMT/paramedic services, etc. so the physician may advise the Member whether any prescribed medication will adversely affect the Member's ability to safely and proficiently perform their job. In the event the prescribed medication will adversely affect the Member's ability to successfully perform the duties of their job, the Member shall be instructed not to report to work. Under this circumstance, the Member may use sick time, vacation or compensatory time until the Member can obtain a release to return from the physician(s).

ARTICLE 31 - DRUG-FREE WORKPLACE – CONT.

Section 8. Employee Testing. Members shall not be subject to random drug/alcohol or medical testing for the purpose of discovering possible drug or alcohol use.

- A. Reasonable Suspicion Testing. If there is reasonable suspicion to believe a Member's work performance is impaired due to drug or alcohol abuse, the Township will require the Member to undergo drug or alcohol testing. Reasonable suspicion means an articulate belief based on specific facts and reasonable inferences drawn from those facts that a Member is under the influence of drugs or alcohol. Reasonable suspicion may be based on the following:
1. direct observation of drug or alcohol use; or
 2. presence of physical symptoms of being under the influence of a drug or alcohol; or
 3. a pattern of abnormal conduct or erratic behavior; or
 4. an arrest and conviction of a drug related offense; or
 5. Information provided by reliable and credible sources that have been independently corroborated.
- B. Refusal to be tested. Reasonable suspicion testing is fundamental to assuring a drug free work environment for our Members and employees. In the event a Member refuses post accident or reasonable suspicion testing for alcohol or drugs, such refusal will be treated by the Township as though a positive test result occurred. In such event, the Member will be subject to disciplinary action.

Section 9. Supervisor Observations. Supervisors who have reasonable grounds to believe a Member is under the influence of alcohol or drugs shall immediately relieve said Member from duty in order to protect said Member, fellow Members, and the public from harm. The supervisor shall notify his/her supervisor or any other supervisor if his/her supervisor is not available. Both supervisors will interview the Member and if they both believe, based on reasonable suspicion, that the Member is under the influence of alcohol or drugs, then said member will be taken to the Township's designated collection provider. If the two supervisors cannot agree as to the condition of the Member, then the next higher ranking supervisor will be notified and shall proceed to the scene and decide the issue. All supervisors involved in the observation and decision to relieve the Member from duty shall document their reasons and observations for reasonable suspicion.

ARTICLE 31 - DRUG-FREE WORKPLACE – CONT.

Section 10. Sample Collection. No Fire Department personnel will be used to collect samples. The collection of the samples shall be performed only by a certified collection provider and by a physician or health care professional qualified and authorized to perform collection. The Township shall use a collection provider who uses certified Medical Review Physicians (MRP). The collection of urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain-of-custody procedures must be followed for all samples as set by the National Institute of Drug Abuse (NIDA). Facilities and collection procedures used by the collection provider will be made available to the bargaining unit for review.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. That is, the urine is divided into two specimen bottles. If the test result of the primary specimen is positive, the Member may request the Medical Review Physician to send the second (or split) specimen to a different certified lab for testing. All positive confirmed samples and related paperwork must be retained by the laboratory for at least 24 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

The Union and the Township agree that security of the biological sample is absolutely necessary; therefore, the Township agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Section 11. Drug Testing Procedures. The Township shall only use federally certified laboratories. The federal Department of Health and Human Services (DHHS) certifies laboratories, and some are referred to under the name of one of the DHHS departments, such as National Institute of Drug Abuse (NIDA), or the Substance Abuse and Mental Health Services Administration (SAMSHA). All drug testing must be done from the urine specimens collected. The laboratory shall test for only the substances and within the limits for the initial and confirmation tests for the NIDA-5. The drug classes of NIDA-5 (5-Panel Drug Test) are the following:

- A. Marijuana;
- B. Cocaine;
- C. Phencyclidine;
- D. Amphetamines; and
- E. Opiates.

The positive levels for the five classes of drug tests shall be in accordance with those standards currently in effect in the U.S. Department of Transportation regulations (see Appendix). The NIDA-5 drug panel listing and the listed cutoffs will be made available by the specimen collection provider upon request of the person being tested.

ARTICLE 31 - DRUG-FREE WORKPLACE – CONT.

After the urine specimen has been collected and forwarded to the laboratory, two tests may be performed. The initial test is the immunoassay test. This is a screening test to determine drug usage for the five classes of drugs. The second test is a confirmation test. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS). Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Physician.

If initial confirmatory testing results are negative, the testing laboratory will advise the Township's Medical Review Physician that the drug test was negative. No additional tests on the specimen will be done. All samples shall be destroyed and records of the reasonable suspicion accusations and the testing shall be removed from the Member's file.

Section 12. Alcohol Testing Procedures. An Evidential Breath Testing Machine (EBT), or breathalyzer, shall be used to screen for alcohol use. Testing can only be administered by a qualified breath alcohol technician. If the initial test shows a blood alcohol concentration of less than 0.04 grams of alcohol per 210 liters of breath, the test is recorded as negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the reasonable suspicion accusations and the testing removed from the Member's file. If the initial test result is 0.04 or greater, a confirmation test will be conducted. If the confirmation test result is 0.04 or greater, the test is positive. When the confirmation test result is different from the initial test, the confirmation test result will always be the final result of determination.

After the initial test and before the confirmation test is conducted, there will be a twenty minute waiting period. Before each test, the technician shall run an "air blank" test to make sure the EBT is working correctly and the reading is zero in the Member's presence. The Member will receive a copy of the breath alcohol testing results.

Testing results will be reported to the Medical Review Physician.

Section 13. Medical Review Physician. The Township shall only use a Medical Review Physician (MRP) who is a licensed physician with knowledge of substance abuse disorders and drug testing procedures. It is the role of the MRP to review and interpret the positive test results. The MRP will examine alternative medical explanation for any positive test results. This action will include conducting a medical interview with the affected Member, review the Member's medical history, and review any other relevant biomedical factors. The MRP will review all medical records made available by the tested Member when a confirmed positive test could have resulted from legally prescribed medication.

Section 14. Laboratory Results. Positive drug test results are sent from laboratory to the collection provider for MRP review. The MRP then contacts the Member and reviews the results. Once this review is completed and it is still determined that a positive result exists, the MRP shall inform the Township's Drug and Alcohol Coordinator of the results. The Township will keep drug results confidential. (NOTE: Although the laboratory report remains confidential, the fact that a Member tested positive for drugs will be reported in a disciplinary proceeding.) Due to the fact that such tests may reflect the use of prescribed medication, they are considered a personal medical record and will not be released to the general public.

ARTICLE 31 - DRUG-FREE WORKPLACE – CONT.

Section 15. Paid Time/Paid Tests. A Member who is relieved from duty due to reasonable suspicion shall be placed on paid administrative leave and continue to be paid at the Member's applicable rate of pay until verification of the test results from the MRP. The Township shall pay all costs associated with the administration of alcohol and drug testing in accordance with this policy.

Any Member who is not allowed to return to work while awaiting split sample test results will be compensated during the waiting for all work time lost if the split sample test proves to be negative.

Section 16. Rehabilitation.

- A. Any Member may voluntarily enter rehabilitation without a requirement or prior testing. Members who enter a program on their own initiative shall not be subject to discipline or retesting. The treatment and rehabilitation shall be covered by the Member's health insurance or EAP program. To the extent such coverage is provided, Members will be allowed to use their accrued and earned leave for necessary time off involved in the rehabilitation program. Once a Member successfully completes voluntary rehabilitation, he/she shall be returned to his/her regular duty assignment.

- B. An Member who tests positive for alcohol and/or drugs shall be subject to discipline, up to and including dismissal. Depending upon the circumstance and severity of the event(s) leading up to the positive testing of the Member, the Township may, at its sole discretion, offer a "treatment in lieu of termination". In the event this is offered by the Township, the Member must agree to participate in and satisfy all of the obligations of a rehabilitation treatment program which shall be approved by the Township and an appropriate substance abuse professional.

Section 17. Union Held Harmless. This drug and alcohol testing program was initiated at the request of the Township. The Township assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the collective bargaining agreement relating to drug and alcohol testing.

CONSENT & RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the Jefferson Township Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine, and the consequence of testing positive for drug/alcohol use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Township.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history, and any relevant biomedical factors prior to the Township being informed whether I passed or failed the test.

I understand that a confirmed positive alcohol or drug test result will result in disciplinary action that may include dismissal from the Fire Department.

Printed or Typed Name of Member-Employee

Signature of Member-Employee

Date

CUTOFF CONCENTRATIONS FOR 5-PANEL DRUGS

(a) As a laboratory, you must use the cutoff concentrations displayed in the following table for initial and confirmation drug tests. All cutoff concentrations are expressed in the following:

Type of Drug or Metabolite	Initial Test	Confirmation Test
(1) Marijuana metabolites (i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	300	150
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines (i) Amphetamine (ii) Methamphetamine	1000	500 500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
(5) Opiate metabolites (i) Codeine (ii) Morphine (iii) 6-acetylmorphine	2000	2000 2000 10 Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

(b) On an initial test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/mL or above.

ARTICLE 32 - TRAINING, EDUCATION & PROFESSIONAL DEVELOPMENT

Section 1. Training. The Township encourages all personnel to further educate themselves in the field of fire and emergency medical services. Any Members who voluntarily wish to attend additional training outside of the Department (i.e. non-mandatory training) shall be required to submit to the Fire Chief an "Educational Training Request" form if the Member is seeking financial reimbursement. If no financial assistance is requested, then the Member need not complete the request. All training requests shall be submitted to the Fire Chief at least fourteen (14) days prior to the date of the outside training. The Fire Chief, in the Fire Chief's sole and absolute discretion, may approve or disapprove a Member's request.

Section 2. Tuition Amount. Upon prior approval by the Fire Chief of a Member's training request for training offered outside the Department, the Township shall pay the tuition of the training up to a maximum amount of one hundred dollars (\$100.00).

Section 3. Expenses. With respect to non-local training that has been previously approved, the Fire Chief, in the Fire Chief's sole and absolute discretion, may approve travel related expenses, including but not limited to meals, hotels, mileage and parking, prior to a Member attending non-local training and may further set a maximum total amount of the expenses to be reimbursed.

Section 4. Special Duty Pay. Members who have been previously approved by the Fire Chief to attend training conducted on their regularly assigned platoon shift, will be granted leave with pay (i.e. Special Duty Pay) to attend the training. The Fire Chief, in the Chief's sole and absolute discretion, shall determine the duration of time that a Member will be granted Special Duty Pay based upon the length and location of the training.

Section 5. Officer Development Training. Academic instruction and professional development of the Members in Fire Officer knowledge, duties and responsibilities shall be offered to each Member of the Department on an annual basis. Course offerings, as determined by the Fire Chief, in the Fire Chief's sole and absolute discretion, may consist of Fire Officer I through Fire Officer IV as well as courses in human resource management, community and government relations, administration, inspections and investigations, emergency service delivery, and safety and health.

ARTICLE 33 - DEFERRED COMPENSATION PLAN

Section 1. Township Deferred Compensation Program. The Township agrees to continue to make payroll deductions for Members currently enrolled in the Township offered Ohio Deferred Compensation Plan. Members have the option to choose between the Ohio Deferred Compensation Plan (or such other plan(s) that may be offered by the Township from time to time) or the Ohio Firefighters Deferred Compensation Plan described in Section 2 of this Article.

Section 2. Ohio Firefighters Deferred Compensation Program. The Township agrees to provide an additional payroll deduction for any Member who wishes to participate in the Ohio Firefighters Deferred Compensation Plan ("Plan") which is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended. If a payroll deduction under the Plan is desired, the Member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Township Fiscal Officer. A Member may revoke such authorization at any time by giving written notice to the Fiscal Office. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings arising from deductions made by the Township pursuant to this Article.

ARTICLE 34 - TIME DONATION

Section 1. Eligibility. Members may donate sick and/or vacation leave to and for use by other Members only in accordance with the terms of this Article. A Member who has depleted all of such Member's accrued leave may receive donated sick and/or vacation leave for use only up to the number of hours the Member is scheduled to work in a work period.

Section 2. Donation Requirements. Members may request to donate their sick and/or vacation leave to another qualified Member if the donating Member:

- A. Voluntarily elects to donate such leave and does so with the understanding that the donation will not be returned;
- B. Donates sick and/or vacation leave in increments of 24 hours, with the maximum donation not to exceed 72 hours in a calendar year;
- C. Has a sick leave balance of at least 500 hours following the donation;
- D. Has a vacation leave balance of at least 120 hours following the donation; and
- E. Submits a fully completed and signed "Request to Donate Leave Form" (a copy of which is attached hereto as Attachment D to the Fire Chief before the receiving Member's accrued leave balance falls below 72 hours.

Donated sick and/or vacation leave hours will not be returned to a donating Member. If such hours are not used in the work period in which these hours were to be applied, the donated hours will be forfeited unless the First Chief allows such hours to be carried over for use in the next following work period. Members who resign or are terminated are not permitted to donate or otherwise transfer any remaining sick and/or vacation leave balance. Any leave accrued by a Member while using donated sick and/or vacation leave shall be used before any additional donated sick leave is used.

ARTICLE 35 - AGREEMENT COPIES

Section 1. Availability. Within fourteen (14) days of the parties signing this Agreement, the Township shall ensure that a copy (read only) be made available on Fire Department computers that the Members may access without permission.

Section 2. Official Copies. Two (2) complete, signed copies of this Agreement shall be provided to the Union immediately upon execution of same.

ARTICLE 36 - UNION OFFICIAL

The Union shall provide to the Township an official roster of its officers and representatives which is to be kept current at all times and is to include the following:

- A. Name
- B. Address
- C. Telephone Number, Home, Cell, etc.
- D. Union Office Held

ARTICLE 37 - SUCCESSOR NEGOTIATIONS

If either party desires to terminate or modify an existing collective bargaining agreement, or negotiate a successor collective bargaining agreement, written notice of such intent shall be delivered to the other party no earlier than one hundred twenty (120) calendar days prior to nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The provisions of Ohio Revised Code Section 4117.14 for safety forces shall apply to successor negotiations; provided, however, that the parties retain the right to propose a new and/or different dispute resolution procedure. Upon receipt of a notice to negotiate a successor collective bargaining agreement, the parties shall enter into collective bargaining.

If neither party files a notice to negotiate within the timeframe listed above, the terms and conditions of the collective bargaining agreement shall remain unchanged for a period of 365 days.

ARTICLE 38 - MISCELLANEOUS PROVISIONS.

Section 1. Entire Agreement. This Agreement contains the entire understandings between the parties and supersedes any prior understandings, practices or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto related to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties. To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Agreement and all matters relating thereto and contained therein shall be made by the Board and such interpretations, determinations, and decisions on any such matter shall be final and binding on all persons.

Section 2. Leap Day. For those Members assigned to and working an average 56 hour work week, Leap Day will be divided into three (3) platoon shifts of eight (8) hours each, with Members working the shift assigned by the Fire Chief. All other Members shall work at such time or times as may be directed by the Fire Chief.

Section 3. Gender And Number. Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

Section 4. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5. Term Of Agreement. The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2012 and terminating at midnight, December 31, 2014.

IN TESTIMONY WHEREOF, the authorized representatives of the parties have signed this Agreement on or as of _____, 2013.

FOR UNION:

FOR TOWNSHIP:

John Harbaugh, President

Mike Rowan, Trustee

William Mercurio

Donna Finn, Trustee

William Quinn

Mat Flanagan, Trustee

ATTACHMENT A - PAYROLL DUES DEDUCTION FORM

The undersigned hereby authorizes the Fiscal Officer of Jefferson Township, Franklin County, Ohio to deduct from the undersigned's wages regular Union membership dues in the amount certified to the Township by the Treasurer of the International Association of Firefighters Local 4038.

The undersigned understands and agrees that the Township will be relieved from making such deduction by the undersigned's:

1. termination of employment;
2. transfer to a job other than one covered by a bargaining unit;
3. layoff from work;
4. unpaid leave of absence;
5. revocation of this authorization;
6. resignation from the Union; and
7. lack of sufficient wages.

Signature of Member-Employee

Date

ATTACHMENT B - GRIEVANCE FORM

**(NOTE – GRIEVANCE FORMS MUST
BE OBTAINED FROM UNION)**

Form Provided By
Local No. 4038
By _____
Date _____

I. Required Information:

1. Name of Grievant _____ Rank _____
 2. Date grievance was first discussed with supervisor _____
 4. Name of supervisor with whom grievance was discussed _____
 5. Date presented in writing _____
 6. Date, time, and location of grievance _____

 7. Description of incident giving rise to the grievance and Article and
Section violated _____

 8. Remedy requested _____

- Signature of Grievant _____

STEP ONE

II. Battalion Chief Response:

1. Received by _____ Date received _____
 2. Battalion Chief's response _____

 3. Date response submitted to Grievant _____
- Signature of Battalion Chief _____ Date _____

STEP TWO

III. Fire Chief Response:

1. Received by _____ Date received _____
 2. Fire Chief's response _____

 3. Date response submitted to Grievant _____
- Signature of Fire Chief _____ Date _____

STEP THREE

IV. Township Administrator Response:

1. Received by _____ Date received _____
 2. Township Administrator's (or designee's) response _____

 3. Date response submitted to Grievant _____
- Signature of Township Administrator _____ Date _____

STEP FOUR

V. Trustees' Response:

1. Received by _____ Date received _____
 2. Trustees' response _____

 3. Date response submitted to Grievant _____
- Signature of Chairperson
or designee _____ Date _____

ATTACHMENT C - VACATION TIME HOURS

A. Vacation time hours credited to those Members assigned a 56 hour work week:

<u>Years of Service</u>	<u>Maximum Vacation Hours Earned for Full Year</u>
At least 1 but less than 5	120 hours/5 duty days
At least 5 but less than 10	192 hours /8 duty days
At least 10 but less than 15	240 hours /10 duty days
At least 15 but less than 20	300 hours /12.5 duty days
At least 20	360 hours /15 duty days

ATTACHMENT D - REQUEST TO DONATE SICK LEAVE FORM

I. Required Information:

1. Date of request _____
2. Name of Member donating time _____
3. Number of hours being donated _____
4. Name of Member receiving time _____
5. Donating Member's sick leave balance following donation _____

II. Certification

I hereby certify that the information contained above is correct and that this request is made voluntarily. By signing, I hereby relinquish all rights to the leave being donated as shown above and the benefits accrued to or attached to the same. I understand that the donation of this leave is irrevocable and that no donated leave will be refunded to me.

Donating Member's Signature

Date

III. Union Approval:

The Union hereby approves the foregoing request.

Union President's Signature

Date

IV. Fire Chief Decision:

This request has been _____. (Insert "approved" or "disapproved"). This request is subject to the following conditions: _____

(None if nothing is inserted.)

Fire Chief's Signature

Date

ARTICLE 38 - MISCELLANEOUS PROVISIONS.

Section 1. Entire Agreement. This Agreement contains the entire understandings between the parties and supersedes any prior understandings, practices or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto related to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties. To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Agreement and all matters relating thereto and contained therein shall be made by the Board and such interpretations, determinations, and decisions on any such matter shall be final and binding on all persons.

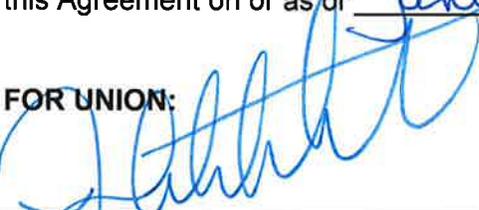
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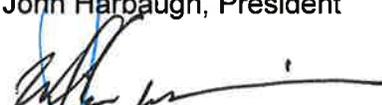
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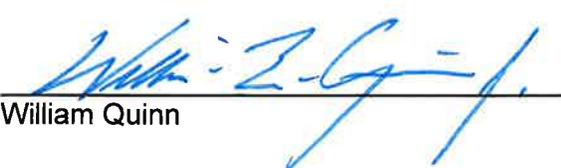
IN TESTIMONY WHEREOF, the authorized representatives of the parties have signed this Agreement on or as of January 22, 2013.

FOR UNION:


John Harbaugh, President



William Mercurio



William Quinn

FOR TOWNSHIP:


Mike Rowan, Trustee



Donna Finn, Trustee

Mat Flanagan, Trustee



Mat Flanagan, Trustee