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# AGREEMENT

BY AND BETWEEN

**THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES**



AND



**CLEARCREEK PROFESSIONAL  
FIREFIGHTERS LOCAL UNION # 4207**

**(CAREER CCFD FIREFIGHTER/PARAMEDICS,  
LIEUTENANTS, AND CAPTAINS)**

FROM

**JANUARY 1, 2012**

THROUGH

**DECEMBER 31, 2014**

## INDEX

TITLE	PAGE
INDEX	2
ARTICLE 1 - AGREEMENT	3
ARTICLE 2 - MISSION STATEMENT AND PURPOSE	3
ARTICLE 3 - RECOGNITION	3
ARTICLE 4 - INTEGRITY OF AGREEMENT	4
ARTICLE 5 - MANAGEMENT'S RIGHTS	4
ARTICLE 6 - DUES DEDUCTION & FAIR SHARE	6
ARTICLE 7 - NO STRIKE AND LOCKOUTS	7
ARTICLE 8 - NON-DISCRIMINATION	7
ARTICLE 9 - SAVINGS CLAUSE	8
ARTICLE 10 - PROBATIONARY PERIODS	8
ARTICLE 11 - LABOR MANAGEMENT RELATIONS	8
ARTICLE 12 - SAFETY AND HEALTH	9
ARTICLE 13 - UNION BUSINESS	9
ARTICLE 14 - ALCOHOL AND DRUG TESTING POLICY	10
ARTICLE 15 - PHYSICAL FITNESS AND WELLNESS	17
ARTICLE 16 - SENIORITY	18
ARTICLE 17 - LAYOFF AND RECALL	19
ARTICLE 18 - DISCIPLINE	20
ARTICLE 19 - GRIEVANCE PROCEDURE	21
ARTICLE 20 - WAGES	23
ARTICLE 21 - HOURS OF WORK	24
ARTICLE 22 - OVERTIME	25
ARTICLE 23 - COMPENSATORY TIME	26
ARTICLE 24 - CALL BACK AND CALL-IN PAY	27
ARTICLE 25 - PERSONAL DAYS	27
ARTICLE 26 - SICK LEAVE	27
ARTICLE 27 - OCCUPATIONAL INJURY LEAVE	30
ARTICLE 28 - VACATIONS	31
ARTICLE 29 - BEREAVEMENT LEAVE	33
ARTICLE 30 - HOLIDAY PAY	33
ARTICLE 31 - JURY DUTY	34
ARTICLE 32 - MEDICAL AND LIFE INSURANCE	34
ARTICLE 33 - DELETED	
ARTICLE 34 - UNIFORMS AND P.P.E.	35
ARTICLE 35 - EDUCATION INCENTIVE	35
ARTICLE 36 - TRAINING	36
ARTICLE 37 - SHIFT/STATION REASSIGNMENT	36
ARTICLE 38 - SUPERVISOR RESPONSIBILITIES	36
ARTICLE 39 - TERMS OF AGREEMENT	37
APPENDIX A - SENIORITY LIST	38
APPENDIX B - PAY SCALE	39

## **ARTICLE 1**

### **AGREEMENT**

Agreement by and between Clearcreek Township, Ohio and Clearcreek Professional Firefighters Local 4207 used hereinafter in this Agreement, the term “**Employer**” and “**Township**” shall mean Clearcreek Township and the term “**Union**” shall mean Clearcreek Professional Firefighters Local 4207.

## **ARTICLE 2**

### **MISSION STATEMENT AND PURPOSE**

The mission of the Clearcreek Fire District is to provide customer-oriented health, safety, fire and emergency services with professionally trained personnel in an efficient and cost effective manner, utilizing resources provided by the community.

The purpose of this agreement is to promote and maintain a harmonious relationship between the Employer and the Union. Employer and Union leadership must commit to communication and participation. It is the trust in this process that makes this agreement and the organization successful.

## **ARTICLE 3**

### **RECOGNITION**

#### **SECTION 3.1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for all full-time Captains, Lieutenants, Firefighters, and Paramedics excluding all other employees including, but not limited to, the Chief, the Assistant Chief(s), the Deputy Chief(s), and all part-time, seasonal and casual employees. This is the bargaining unit certified by SERB in Case No. 02-REP-11-0240.

#### **SECTION 3.2 - MALE PRONOUN**

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

#### **SECTION 3.3 - UNION RECOGNITION**

The employer recognizes the IAFF's exclusive right to manage its affairs and the union retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the united states. Further, all rights which ordinarily vest in and are exercised by employee organizations except such as are specifically relinquished herein are reserved to and remain vested in the union. The employer agrees to manage its affairs in regards to employee rights within the scope of ORC 4117 and in a manner that does not interfere,

restrains or coerces employees in the exercise of their protected activities, as guaranteed by statute.

## **ARTICLE 4**

### **INTEGRITY OF AGREEMENT**

#### **SECTION 4.1 - SUPERSEDES ALL PREVIOUS AGREEMENTS**

The Employer and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memorandum of understandings, pertaining to any matters set forth in this Agreement, or to any other matter. This Agreement expresses all obligations and restrictions imposed on each of the respective parties during its term.

## **ARTICLE 5**

### **MANAGEMENT'S RIGHTS**

#### **SECTION 5.1 - MANAGEMENT'S RIGHTS**

The Employer shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the Employer has specifically set forth in this Agreement a limitation upon the Employer's or the Chief's right or duty to manage the Fire District, the Employer shall retain all rights imposed upon it by law, to carry out the administration of the Employer and the Fire District. Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the Clearcreek Township Employee Handbook, the Clearcreek Fire District General Operating Guidelines and the Clearcreek Fire District Career General Operational Guidelines effective as of the signing of this Agreement, and as amended from time to time, are recognized as an appropriate exercise of the Employer's reserved rights. The sole and exclusive rights of management, which are not abridged by this Agreement, shall include *(by way of example and not by way of limitation)*:

- A - The right to direct, supervise, hire, promote, demote, layoff, suspend, discipline, or discharge, for just cause; transfer, assign, schedule and retain employees terminate or otherwise relieve employees from duty for lack of work or other legitimate reason.
- B - The right to relieve employees from duty and determine the number of personnel needed in the Fire District, or to perform any function; determine the services to be rendered, the operation to be performed, utilization of technology, and overall budgetary matter.
- C - The right to purchase equipment, material or services, or to contract for services if necessary for the efficient management of the Fire District.
- D - The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine the overall mission of the Fire

District; maintain and approve the efficiency and effectiveness of the Fire District, and the Employer.

- E - The right to make reasonable rules to regulate the Fire District, and to establish and amend policies, procedures, general orders, special orders and guidelines and necessary rules relating to the operation of the Fire District in regard to any matter. To establish and enforce reasonable rules for the maintenance of discipline.
- F - The right to take any necessary actions to carry out the mission of the Fire District in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified. The right to hire and set the starting rate of pay within contractual salary ranges as per the contract and to determine starting and quitting time and the number of hours to be worked, including overtime, meals, breaks, rest periods and cleanup times; to determine the amount of supervision necessary, work schedules and the method and process by which work is performed. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services.
- G - The right to determine equipment to be used; the processes, techniques, methods and means of operations, schedules of shifts and working hours, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees. To discontinue processes or operations or to discontinue their performance by employees of the Employer.
- H - The power to determine the geographical location of Employer facilities, to establish new units and relocate or eliminate existing units or facilities in part or in total.
- I - The authority to assign shifts and duties.
- J - The right to determine the methods, means and number of personnel needed to carry out Fire District responsibilities.
- K - The right to take such actions as may be necessary to carry out services as determined by the Employer or the Chief and/or his designee.
- L - The right to introduce new or improved methods, operations, equipment of facilities.
- M - The right to schedule overtime work as required.
- N - The right to determine the need for additional educational courses, training programs, and on-the-job training for firefighter/paramedic duties.
- O - To suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as Management may determine to be necessary for the orderly, efficient and profitable operation of the business, including changing or abolishing past work customs and practices.

## **SECTION 5.2 - MANAGEMENT'S RIGHTS**

This listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any of the rights of Management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past. To the extent the listed rights are specifically limited by later provisions of this agreement the alleged violations shall be subject to the grievance and arbitration procedures.

## **ARTICLE 6**

### **DUES DEDUCTION AND FAIR SHARE**

#### **SECTION 6.1 - DUES DEDUCTION**

The Employer will deduct from the wages and turn over to the appropriately designated person of the Union all periodic dues, initiation fees, and assessments of members of the exclusive representative upon presentation of a written deduction authorization by the employee; all such deductions shall be made in equal amounts during each pay period. The authorization herein above mentioned shall specifically and in writing require the employee and the International Association of Firefighters to agree to hold the Employer harmless for any payments made to the Union by the Employer during the term of the voluntary assignment.

Such dues and assessments shall be transmitted by the Employer to a representative designated in writing by the Union. Such designation shall be filed with the Clearcreek Township Fiscal Officer. Any change in designation shall immediately be made known to the Clearcreek Township Fiscal Officer in writing.

#### **SECTION 6.2 - DUES DEDUCTION**

Any amount deducted from the employee's paycheck as voluntarily authorized and provided above shall be turned over to the Union no later than thirty (30) days following such deduction. Individual authorization shall be filed with the Employer and shall continue in effect until revoked by written notice to the Employer by the employee.

#### **SECTION 6.3 - FAIR SHARE**

All bargaining unit members who are not members of good standing of the Union are required to pay the Union a fair share fee as provided for and determined by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to the Employer by the Local Union. Nothing herein shall be construed as requiring any bargaining unit member to become a member of the Union as a condition of securing or retaining employment or any other benefits of this agreement.

## ARTICLE 7

### NO STRIKE AND LOCKOUTS

#### SECTION 7.1 - NO STRIKE AND LOCKOUTS

During the life of this Agreement, the Union will not cause, authorize, permit, participate in, or condone any strike, slowdown, sit-down, work stoppage, or other employee meetings during working hours (*except meetings called by the Employer*), or other concerted interruption or interference with the business of the Employer, including picketing of the Employer's premises. Complete or partial reduction of operations or the complete discontinuance, either temporarily or permanently, of any operation by the Employer for economic reasons shall not be considered a lockout. During the term of this agreement, the Employer shall engage in no lockout of employees covered by this agreement.

#### SECTION 7.2 - NO STRIKE AND LOCKOUTS

Any violation of **Section 7.1** hereof by an employee shall constitute cause for discharge of the employee or employees who participate therein.

#### SECTION 7.3 - NO STRIKE AND LOCKOUTS

In the event of any violations of **Section 7.1** hereof, the International Union and Local Union officers will take whatever steps are necessary to terminate said strike, slowdown, sit-down, work stoppage or other concerted activities, which interrupt operations of the Employer, or picketing in violation of this Agreement.

## ARTICLE 8

### NON-DISCRIMINATION

#### SECTION 8.1 - NON-DISCRIMINATION

Neither the Union nor the Employer shall discriminate against any employee based on age, sex, race, color, religion, disability, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision to the Agreement.

There shall be no discrimination, interference, restraint, coercion, or reprisals against any employee because of Union membership, non-membership, or participation or non-participation in any lawful activity on behalf of the Union.

## **ARTICLE 9**

### **SAVINGS CLAUSE**

#### **SECTION 9.1 - SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

## **ARTICLE 10**

### **PROBATIONARY PERIODS**

#### **SECTION 10.1 - PROBATIONARY PERIODS**

Each new career employee shall be required to serve a probationary period of twelve (12) months from the commencement of his or her employment. The newly hired probationary employee may be discharged for any reason during the probationary period at the sole discretion of the Employer.

A newly promoted Clearcreek Township Bargaining Unit Employee shall be required to serve a probationary period of twelve (12) months from the date of promotion. A newly promoted Bargaining Unit employee may be demoted to the prior position at the discretion of the Chief for unsatisfactory performance during the promotional probationary period.

#### **SECTION 10.2 - NO APPEAL WHILE ON PROBATION**

A newly hired probationary employee may receive a verbal reprimand, written reprimand, suspension without pay, or termination any time within his probationary period and shall have no appeal through the grievance procedure.

## **ARTICLE 11**

### **LABOR/MANAGEMENT RELATIONS**

#### **SECTION 11.1 - LABOR/MANAGEMENT COMMITTEE**

In the interest of sound relations between the Union and the Employer, a joint committee of the Chief and his designates shall meet with not more than three representatives from the union. This committee will convene quarterly or on a more frequent basis should labor or management choose for the purpose of discussing health and safety of the employees and/or the operation, implementation or interpretation of this agreement; and to promote a more harmonious labor/management relationship. The requesting party shall submit an agenda five working days in advance, with not more than ten (10) agenda items.

## **ARTICLE 12**

### **SAFETY AND HEALTH**

#### **SECTION 12.1 - SAFETY AND HEALTH**

The employees covered by the terms of this Agreement shall, at all times, while in the employ of the Employer, be bound by the safety, health, and reasonable work rules and regulations established by the Employer which the Employer expressly reserves the right to change at its discretion. It is the policy of the Clearcreek Fire District to conduct all operations in a manner that provides the highest level of safety and health for all employees. The prevention of accidents, injuries and occupational illnesses is a primary goal of the Fire District and all personnel shall cooperate, participate, and conduct their activities accordingly. This concern for safety and health encompasses all personnel involved in any type of Fire District activity. Safety concerns may be addressed during the labor/management process established **ARTICLE 11**.

## **ARTICLE 13**

### **UNION BUSINESS**

#### **SECTION 13.1 - UNION REPRESENTATIVES**

An IAFF or OAPFF representative may consult with members of the bargaining unit and be admitted to the Employer's facilities at all reasonable times upon prior notification to the Chief or his designee.

#### **SECTION 13.2 - UNION EXECUTIVE BOARD**

The Union Executive Board consists of the President, Vice-President, Secretary/Treasurer and one Trustee. The names of these individual's shall be furnished to the Employer Administrator and Chief. This list shall be kept current by the Union at all times.

#### **SECTION 13.3 - UNION PRESIDENT**

The highest ranking Union official in the bargaining unit shall be designated as the Union President. Union business shall be conducted through the Union President unless otherwise specified. The Union President's functions shall consist of:

- (a) attendance at Labor-Management meetings;
- (b) assisting the Union in processing and investigating grievances.\*

\* *The President shall be granted reasonable time to investigate and process formal grievances on the employers property with no loss of pay, if conducted during his regular working hours and provided that such time is required and approved in advance by the Chief. Nothing herein shall be construed to permit the President or any other union official to be relieved from their obligation to respond to calls for service.*

## **SECTION 13.4 - RIGHT TO REPRESENTATION**

The Employer will comply with all legal requirements for the right to representation.

## **SECTION 13.5 - UNION MEETINGS**

The Employer agrees to allow the Union to conduct its business meetings in the evenings, in Employer facilities, provided the appropriate facilities have not previously been reserved for other purposes and have been properly reserved by the union. Also, management shall allow the union to hold an emergency union meeting shall the need arise, provided the appropriate facilities have not previously been reserved for other purposes and are properly requested by the union. The union president or his designee shall submit a request in writing to the Chief or his designee On-duty members will be allowed to attend such meetings, provided that attendance does not interfere with the efficiency and operation of the Fire District.

## **SECTION 13.6 - BULLETIN BOARDS**

The Employer agrees to provide bulletin board space in an agreed upon area at all stations for use by the Union. Postings shall be confined to matters of Union concerns; no material shall be posted which is deemed by the Employer to be negative, derogatory, sexually explicit or unfavorable to the Employer in any way.

## **SECTION 13.7 - BARGAINING COMMITTEE**

A bargaining committee not to exceed three (3) members shall be permitted to attend negotiations during the term of the Agreement on a no loss, no gain basis.

## **SECTION 13.8 - NO WORKING TIME**

No employee who conducts any union business outside regularly scheduled hours shall be compensated.

# **ARTICLE 14**

## **ALCOHOL AND DRUG TESTING POLICY**

### **SECTION 14.1 - PROHIBITED ACTIVITIES**

All Employees are subject to this Article. All employees covered by this Article are prohibited from engaging in the following:

1. Reporting to duty, remaining on duty, or performing any function while having any alcohol concentration;
2. Reporting to duty, remaining on duty, or performing any function while using a controlled substance (*including prescription drugs, unless the physician has advised the employee that the substance does not adversely affect the employee's ability to function*) or if the employee tests positive for controlled substances;

3. Possessing alcohol while on duty;
4. Using alcohol or controlled substances while on duty;
5. Performing any functions within eight (8) hours after using alcohol;
6. Using alcohol for eight (8) hours following an accident in which the employee is required to take a post-accident alcohol test or until the employee undergoes a post-accident alcohol test, whichever occurs first;
7. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.

## SECTION 14.2 - CONSEQUENCES

If an employee violates any of the prohibitions listed in **Section 14.1** of this Article, the following consequences will result:

1. The employee may be disciplined for any acts committed while under the influence of alcohol or a controlled substance in accordance with the disciplinary Article of this contract. An employee who tests positive will be given an opportunity to participate in a rehabilitation program. An employee shall be permitted only one (1) chance at rehabilitation. Disciplinary conferences should be held within three (3) days of the notification of an alleged violation, when possible.

If the employee is not terminated, the employee may be required to apply for accumulated sick leave, vacation, personal leave, and compensatory time, and Family and Medical Leave, if applicable, to cover any period of absence. If the employee does not have sufficient paid leave to cover the period of absence, the employee must request unpaid leave in accordance with Employer policy.

2. The employee shall be immediately removed (*taken out of service*) from any Employer function. Such removal is in accordance with federal regulations, and therefore not subject to any grievance procedure the Employer follows.

At the Employer's discretion, an employee may be permitted to perform non-safety sensitive functions, if the Employer determines that such a position is available. If no such non-safety sensitive position is available, and no paid leave is available, the employee can request an unpaid leave of absence (*e.g. Family and Medical Leave, disability leave, or other unpaid leave of absence*).

3. The employee shall be provided with information regarding the services available for alcohol and substance abuse.
4. The employee shall be evaluated by a substance abuse professional (*SAP*), and may not perform any functions until all recommended counseling and treatment is completed. These actions are in accordance with federal regulation, and therefore not subject to any grievance procedure the Employer follows. If the SAP does not recommend any treatment or counseling then there shall be no further discipline under this policy unless

other provisions of this policy are violated or the employee has a blood alcohol level greater than 0.04.

Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination. Any costs associated with the prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee participates.

5. The employee will be subject to re-evaluation, return-to-duty testing and unannounced follow-up tests for twelve (12) months following the member's return to duty. These actions are in accordance with federal regulations, and therefore not subject to any grievance procedure the Employer follows.

### **SECTION 14.3 - REPORTING THE USE OF PRESCRIPTION/NON-PRESCRIPTION MEDICINE**

An employee is required to report the use of any prescription or non-prescription medicines containing alcohol or any of the prohibited controlled substances listed in **Section 14.5**, below, to his supervisor. At the time the medication is prescribed, the employee shall inquire as to whether the medication will impair the employee's ability to perform any functions. The employee shall be required to produce a signed statement from the treating physician that any prescribed medication containing alcohol or a controlled substance (*as defined in Section 14.5*) does not impair the employee's ability to perform any functions and/or does not interfere with the safe performance of the employee's job.

If the treating physician determines that the medication will impair the employee's ability to perform his functions, the employee will be permitted to use accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave to cover the period of absence. The employee may also be required to follow the Employer's FMLA policy and procedures, if applicable, if the absence qualifies.

### **SECTION 14.4 - REQUIRED TESTING**

An employee will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

1. **Pre-Employment Testing:** Prior to the first time an employee performs any Employer function, the employee will be tested for controlled substances. The employee will not be permitted to perform any functions unless the controlled substance test results are negative.

The Employer shall arrange the time and location for the pre-employment test. The applicant is responsible for reporting to the collection site for the test. The Employer will be responsible for only the cost of the test itself. All other costs incurred by the applicant concerning a pre-employment test are entirely the applicant's responsibility.

2. **Post-Accident Testing:** As soon as practicable following: (a) an employee who suffers or causes an employee to suffer a service-connected injury or illness incurred in the course of and arising out of employment with the Employer, (b) an accident in which a fatality occurs, (c) an accident in which an injury is treated away from the scene and the employee receives a citation for a moving violation arising from the accident, (d) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident, or (e) when an employee causes a vehicle accident; the employee shall be tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances.

The employee shall be transported to the collection site by a representative of the Employer. Following the test, the employee shall be transported home and the employee will not be permitted to perform any functions until a negative controlled substance test result is reported.

Following a breath alcohol test which shows no detectable amount of alcohol, the employee will be permitted to apply for accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave to cover the period of absence until the controlled substance test results are available. If the controlled substance test results are negative, the employee will be credited for the used paid leave, or compensated for the period of leave without pay at the employee's regular hourly rate of pay, unless other work rule violation(s) have occurred.

Following a breath alcohol test, which shows any detectable level of alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Employer's Drug Free Workplace Policy or other applicable policies.

Following a breath alcohol test result indicating any concentration, or following a positive controlled substance or illegal drug test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences listed in **Section 14.2** above will result.

3. **Random Testing:** A minimum number of employees (*currently 10 % for alcohol and 50% for controlled substances*) annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When an employee is selected for testing, he shall cease doing their function and proceed to the test site immediately. If an employee is randomly selected for an alcohol test and that employee is not currently

performing, just about to perform, or just finished performing their Employer function, the employee's selection may be kept confidential until the next time that employee performs an Employer function.

Following a breath alcohol test, which shows any detectable level of alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Employer's Drug Free Work-place Policy or other applicable policies.

Following a breath alcohol test result indicating any concentration or following a positive controlled substance test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences listed in **Section 14.2** above will result.

4. **Reasonable Suspicion Testing:** A trained supervisor or official may require an employee to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. If an employee is required to undergo testing under this section, the employee must immediately cease to perform their Employer function and he will be transported to the collection site by a representative of the Employer. If an employee is required to undergo reasonable suspicion controlled substance testing, such employee shall not be permitted to perform any Employer functions until a negative controlled substance test result is reported.

Following a reasonable suspicion controlled substance test, the employee will be permitted to apply for accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave until the test results are available. If the controlled substance test results are negative and no other work rule violation(s) have occurred, the employee shall be returned to his position and credited for his entire used paid leave or compensated for the period of leave without pay at the employee's regular hourly rate of pay.

Following a breath alcohol test, which shows any detectable level of alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any Employer functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Employer's Drug Free Workplace Policy or other applicable policies.

Following a breath alcohol test result indicating any concentration or following a positive controlled substance test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences listed in **Section 14.2** above will result.

The Employer will cease attempts to administer the test eight (8) hours after the observation was made.

5. **Return-To-Duty Testing:** Before an employee who has been found to be in violation of the prohibitions section of this Article, set out in **Section 14.1**, may return to duty in a position requiring the performance of any functions, the employee must undergo testing for alcohol and/or controlled substances. The results of the alcohol test must show no concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances. Any costs associated with this test will be the responsibility of the employee at the time the test is administered.
6. **Follow-Up Testing:** When an employee has been found to be in violation of the prohibitions section of this Article, set out in **Section 14.1**, and the substance abuse professional has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of two (2) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional. Any costs associated with this test will be the responsibility of the employee at the time the test is administered.

## **SECTION 14.5 - CONTROLLED SUBSTANCES**

Controlled substances for the purpose of this Article shall include all legal, illegal and prescription drugs containing marijuana, cocaine, opiates (*e.g. codeine, morphine, etc.*), PCP, and amphetamines. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs". The Employer and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The Employer, the collection site, and the laboratory shall follow the procedures in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing.

The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to Employer representatives and donors. A separate sample will be made available for the employee being tested. The member may request that the sample be sent to a neutral laboratory certified under DHHS for testing. The cost of this test will be borne by the bargaining unit member.

## **SECTION 14.6 - TRAINED TECHNICIAN**

A trained breath alcohol technician (*BAT*) shall administer all alcohol breath tests or a law enforcement officer certified to conduct such tests. Only evidential breath testing (*BET*) devices shall be used along with the prescribed breath alcohol testing form. The Employer and the testing facility shall follow the procedures in 49 CFR Part 40.

## **SECTION 14.7 - REFUSAL TO SUBMIT**

Refusal to submit to any of the alcohol or controlled substance tests required by this Article will result in the employee's immediate removal from the any Employer functions and may result in disciplinary action. Refusal will be treated as a positive test and the employee will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:

1. Failing to provide adequate breath for alcohol testing;
2. Failing to provide adequate urine for controlled substance testing;
3. Engaging in conduct that clearly obstructs the testing procedure;
4. Failing to remain readily available for a post-accident test.

## **SECTION 14.8 - ZERO TOLERANCE**

Employees who have been tested for alcohol with the results showing any concentration will not be permitted to perform any functions for twenty-four (24) hours following administration of the test. Discipline may be administered in accordance with the Employer's Drug Free Workplace Act Policy or in accordance with any labor agreement between the parties and/or other disciplinary policies.

## **SECTION 14.9 - CALL OUTS**

Where applicable, employees who are on call are responsible for informing the Employer when the employee is called if he is unable to report due to alcohol consumption. The Employer will, whenever possible, notify employees of the likelihood of a call out situation. When an employee is on notice of a possible call out, and the call out is communicated to the member eight (8) hours in advance of the call out, and employee is then unable to report because of alcohol consumption, the employee may be subject to discipline.

## **SECTION 14.10 - EMPLOYEE ASSISTANCE PROGRAM**

Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through the Assistant Administrator's Office or the Chief's Office, and will be periodically provided to employees.

Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating Employer policies. If an employee voluntarily enters into counseling or rehabilitation he will be permitted to apply for an unpaid leave, personal leave, or other leave of absence. The employee may also be permitted or required to use all available sick leave, vacation, personal leave, compensatory time, and Family and Medical Leave, if applicable. Any costs associated with a voluntary counseling or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee participates.

## **SECTION 14.11 - OBTAINING EMPLOYEES RECORDS**

Upon written request from the employee, the Employer will promptly provide copies of any records pertaining to the employee's use of alcohol or controlled substances including the results of any tests. The Employer may charge a reasonable fee for copies. However, access to this information will not be contingent upon payment for records other than those specifically requested.

## **SECTION 14.12 - COMPLIANCE TO ALL OTHER REGULATIONS**

All bargaining unit employees are subject to this Article and remain subject to all other policies, procedures, rules, regulations, and collective bargaining agreements established by the Employer under its independent authority, which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state, and local laws and regulations.

# **ARTICLE 15**

## **PHYSICAL FITNESS AND WELLNESS**

### **SECTION 15.1 - ROUTINE PHYSICAL EXAMINATIONS**

Regular employees shall have a minimum of one physical examination bi-annually until the age of forty-five (45) and annually thereafter. The township shall pay the cost of such examinations. These examinations shall be performed by a qualified physician which shall be designated by the township. These examinations shall be for the purpose of determining the employee's ability to perform his duties with average efficiency.

### **SECTION 15.2 - ADDITIONAL EXAMINATIONS**

Employees returning from disability or sick leave shall be subject to physical performance, fitness and/or medical examinations appropriate to the employee's duties. These additional physical examinations and supplemental medical evaluations may be ordered by the Chief or the assistant administrator and paid for by the township. If the employee chooses to select his own physician for the physical examination, the fee shall be paid by the employee and the medical report will be submitted to the physician chosen by the township to make an evaluation of the employee's condition and overall fitness. However, the Chief or the assistant administrator reserves the right to require additional physical examinations at the township's expense. Physical performance examinations and fitness examinations shall be conducted in accordance with the standards and procedures currently adopted by the township in 2004. These examinations shall be for the purpose of determining the employee's ability to perform his duties with average efficiency.

### **SECTION 15.3 - CORRECTIVE MEASURES**

In requiring a physical examination or medical evaluation, the Chief shall request that the examining physician recommend measures be taken by the employee to correct or improve any health or physical condition which impairs the employee in the performance

of his assigned duty. The Chief may direct the employee to follow such corrective measures within the time frame recommended by the physician and order follow-up examinations. Failure to follow corrective measure shall be grounds for disciplinary action up to and including termination.

## **SECTION 15.4 - WELLNESS PROGRAM**

To ensure the fitness and wellness of all employees, the employees are eligible to participate in a wellness program at The Helen & Charles Coffman Family YMCA in Springboro, Ohio. The Employer will participate in the YMCA of Metropolitan Dayton Corporate Membership Program. This would entitle employees to become members at a discounted rate. The employee may, by payroll deduction, have his membership fee deducted from his paycheck. It is the intent of this program is to enhance aerobic capacity, improve strength and/or flexibility, non-passively improve ability to perform strenuous work and actively assist the employee in reducing body fat to assist in any compliance with **Section 15.1**.

## **SECTION 15.5 - USE OF TOBACCO**

Employee shall not use any type of tobacco products or any other non-tobacco products which are smoked while on duty.

# **ARTICLE 16**

## **SENIORITY**

### **SECTION 16.1 - SENIORITY**

Seniority shall be defined as the length of continuous, permanent, full time employee's date of first service with the Clearcreek Fire District. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the date of service upon successful completion of the probationary period. Seniority shall be lost when an employee:

- 1 - Resigns;
- 2 - Is discharged;
- 3 - Is laid off and not recalled within one (1) calendar year;
- 4 - Is off the payroll for any reason whatsoever, except military leave, for one (1) calendar year; or
- 5 - Is laid off by the Employer for a period of their Employer Seniority or one (1) calendar year, whichever period is less.

### **SECTION 16.2 - SENIORITY**

For purposes of vacation picks, employees shall be ranked by seniority in rank.

## **ARTICLE 17**

### **LAYOFFS AND RECALL**

#### **SECTION 17.1 - LAYOFF**

Layoff of employees shall be made in the inverse order of the date when an employee first entered into full time service with the Clearcreek Fire District. If it is found that two or more employees have the same starting date, then layoff order for the employees involved shall be determined by an established seniority list. **APPENDIX A.**

#### **BUMPING RIGHTS FOR LAYOFF**

The Township reserves the right to determine the number of personnel required at each rank or classification within the fire district. Layoff may occur based on rank or classification, as determined by the Township.

If an employee has no opportunity to bump within the same class or rank, then such employee shall have bumping rights within his department against the least senior full-time employee holding a position in the next lower rank or class. If no bumping opportunity is afforded, the same right shall extend to the next and each lower rank or class until the lower ranks or classes are exhausted.

#### **SECTION 17.2 - RECALL**

The Employer shall establish a recall list for each classification in which a layoff has occurred. The list shall consist of the names of laid off employees in the inverse order of their layoff, with the most recently laid off person at the top of the list. Should the Employer desire to fill a position within the Fire District in a classification to which a recall line exists, that position shall be first offered to qualified person on the list in the inverse order of layoff, with the most recently laid off person receiving the offer first. The position must be offered to every qualified person on the list in accordance with seniority before a new employee is hired. At the time the recall is announced, all laid off firefighters on the recall list will be notified by regular mail at their last known address and instructed to notify the Employer of their availability within seven (7) days of the post date of the notice.

#### **SECTION 17.3 - RECALL RIGHTS**

Employees shall have recall rights for one (1) year from the date of layoff or for the length of seniority, which ever is less. An employee who declines a recall offer may be removed from the recall list. An employee who is on lay-off for a period of twelve (12) months is automatically terminated and loses all seniority and eligibility for benefits except as required by law.

## **ARTICLE 18**

### **DISCIPLINE**

#### **SECTION 18.1 - DISCIPLINE**

No regular employee who has completed probation may be disciplined or discharged except for just cause and/or for violation of the Fire District and/or Employer guidelines, rules, regulations, policies, and procedures. Probationary employees may be disciplined or discharged at the discretion of the Employer. Where it is appropriate, steps of discipline; are verbal counsel, verbal reprimand, written reprimand, paid or unpaid administrative leave, suspension, and dismissal. Some or all of these steps may be eliminated where it is appropriate or where the guidelines/rules call for it. Other types of discipline, such as demotion, may also be involved where they are appropriate.

All disciplinary action will be in accordance with Fire District and/or Employer guidelines, rules, regulations, policies, and procedures that are not in conflict with this agreement.

#### **SECTION 18.2 – DISCIPLINARY PROCESS**

The Chief shall approve all discipline regardless of the level of discipline. The Chief shall have the authority to institute all levels of discipline up to and including dismissal without the approval of and without a hearing before the Board of Trustees. The exclusive means of appeal of a suspension or dismissal shall be the grievance procedure set forth in Article 19, and shall begin at Step 4.

When the Employer commences a disciplinary action that may result in a suspension of three (3) or more work days or dismissal, the following process shall be utilized:

*(1) Pre-disciplinary Hearing.*

A pre-disciplinary hearing shall be scheduled to determine the merit of the allegations against the employee. The pre-disciplinary hearing will be conducted by the Chief. The Chief shall begin the pre-disciplinary hearing by informing the employee of the charges against him. The pre-disciplinary hearing is not intended as an evidentiary hearing but only as an opportunity for the employee to present his side of the facts and to prevent mistaken initial determinations of the employee's misconduct. The employee has the right to appear in person at the pre-disciplinary hearing and to be represented by counsel or a union representative, provided, however, that the employee's counsel or union representative shall not hinder the finding of facts in any way. The Chief shall set a date for the pre-disciplinary hearing within twenty-one (21) calendar days of the Chief becoming aware of the allegation against the employee. All time limits on the grievance procedure will be held in abeyance pending the conclusion of this procedure. Anytime prior to the pre-disciplinary hearing, the employee may elect in writing to waive his opportunity to have a pre-disciplinary hearing.

*(2) Disciplinary Hearing.*

The Chief shall schedule a disciplinary hearing to occur no later than twenty-one (21) calendar days following the conclusion of the pre-disciplinary hearing. At the

disciplinary hearing, the employee has the right to (1) appear in person and be represented by legal counsel or a union representative of the employee's choosing, (2) examine any witnesses which may be presented against the employee, (3) present any witnesses or documents which the employee may choose in their defense, and (4) answer all charges against them. The employee must provide a list of witnesses that the employee intends to call and submit all documents that the employee intends to introduce no later than seven (7) calendar days before the disciplinary hearing. The Chief may issue discipline, up to and including termination, at the conclusion of the disciplinary hearing or within seven (7) calendar days.

During the disciplinary process established in this Section, the Chief may, at his discretion, place the employee who is subject to potential discipline on administrative leave, with or without pay, until the conclusion of the disciplinary process.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE**

#### **SECTION 19.1 - DEFINITION AND STEPS**

**DEFINITION** - A grievance is defined as an allegation that the terms of this written Agreement have been violated. Resolution of grievances shall be pursued in accordance with the following steps:

#### **STEP 1**

An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. An oral discussion will, however, not relieve the employee from the obligation of filing a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (*i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested*), and shall be submitted to the immediate supervisor within ten (10) business days after the grievance. The day following the date of the occurrence shall be considered the first day of the ten (10) business day period. The immediate supervisor should give his response in writing to the Grievant within ten (10) business days after the grievance was presented to him.

#### **STEP 2**

If the grievance is not resolved at **STEP 1** to the satisfaction of the Grievant, it shall be presented by the Grievant to the Assistant Fire Chief or his designee within ten (10) business days of the decision of the immediate supervisor. If the immediate supervisor has failed to respond to **STEP 1**, the grievance must be submitted to the Assistant Fire Chief or his designee ten (10) business days of the date of the occurrence giving rise to the grievance. The Assistant Fire Chief or his designee should respond in writing within ten (10) business days of the date of the receipt of the grievance.

### **STEP 3**

If the grievance is not resolved at **STEP 2** to the satisfaction of the Grievant, it shall be presented by the Grievant to the Chief or his designee within ten (10) business days of the decision of the Assistant Fire Chief. The Chief or his designee, after conferring with the Assistant Administrator, should respond in writing within ten (10) business days of the date of the receipt of the grievance.

### **STEP 4**

Should the Grievant after receiving the written response to their grievance at **STEP 3** of this procedure still feel that the grievance has not been resolved satisfactorily; the Grievant may appeal in writing within ten (10) business days to the Township Administrator. The Township Administrator shall respond in writing within ten (10) business days of receipt of the grievance.

### **STEP 5**

Should an employee/grievant, after receiving the written response to his grievance at **STEP 4** of the Grievance Procedure still feel that the grievance has not been resolved to his satisfaction he may, through the Clearcreek Professional Firefighters, request that it be heard by an Arbitrator. The Clearcreek Professional Firefighters shall make application to the Trustees or designee for arbitration within ten (10) business days of receipt of the written response from **STEP 4**. Within ten (10) business days following the Trustees receipt of the Clearcreek Professional Firefighters application for arbitration, the Trustees and the Clearcreek Professional Firefighters representative or his designee will attempt to select an impartial arbitrator by mutual agreement. If no agreement is reached, a joint letter will be issued requesting the Federal Mediation and Conciliation Service to provide a list of arbitrators. Upon receipt of such list, the Clearcreek Professional Firefighters and the Trustees shall alternately cross off one name until one name remains, that person being selected as Arbitrator. A date will be set as soon as possible in accordance with the wishes of the Trustees, the Clearcreek Professional Firefighters, and the availability of the Arbitrator.

## **SECTION 19.2 - ARBITRATION**

The decision of the Arbitrator shall be binding on all parties. The Township Trustees and the Clearcreek Professional Firefighters shall equally share the cost of the arbitration; the party producing the same shall pay the expense of the expert witness. The employee filing the grievance shall have the right to have representation of legal counsel or the Clearcreek Professional Firefighters at anytime after **STEP 2** of the Grievance Procedure.

## **SECTION 19.3 - TIME LIMITS**

The time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step.

## **SECTION 19.4 - CLASS ACTION**

In any grievance filed by a class of employees, that class shall select one employee to represent it.

## **SECTION 19.5 - WAIVER OF TIME LIMITS**

The time limit set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the grievant and the Union pursuing the grievance. Failure by the grievant to comply with the time limits set forth in this procedure shall result in the termination of the grievance. The events or acts of the Employer giving rise to the grievance shall be deemed to have been within the proper authority of the Employer, and not in violation of the terms of this Agreement. Failure on the part of any supervisor, the Chief or his designee, the Township Administrator, or the Trustees or their designee, to respond within the time limits set forth in this Agreement, shall be the equivalent of a denial of the grievance, and shall not be construed as a default or a granting of the relief requested.

## **SECTION 19.6 - EXCLUSIVE REPRESENTATION**

All grievances shall be brought exclusively through the union by its designated representative. Any grievance filed shall have at least two (2) signatures; that of the president and the other of either the vice-president, secretary or trustee of the bargaining unit. The employees covered hereunder shall be bound by any decision, determinations, agreements, or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure including any determinations as to the merits or arbitrability of a grievance, as shall be made by the authorized representative who is an employee covered by this Agreement handling the grievance, provided however, that such determinations regarding arbitrability or merits shall be made upon the facts with which the authorized representative is confronted.

## **SECTION 19.7 - GRIEVANCE AND/OR COMPLAINT RESOLUTION**

This Agreement is to be used exclusively in the resolution of a grievance or complaint in lieu of the Township Complaint Resolution Procedure described in the Employee Handbook.

# **ARTICLE 20**

## **WAGES**

### **SECTION 20.1 - WAGE RATES**

Bargaining unit members will be compensated as provided for in **Appendix B**. The salaries listed in **Appendix B** are based on two hundred-twelve (212) hours worked per twenty-eight (28) day work cycle for members assigned to the twenty-four (24) hours on and forty-eight (48) hours off shift schedule; and one hundred-sixty (160) hours worked per twenty-eight (28) day work cycle for members assigned to the forty (40) hour work week schedule. Straight time hourly rates are calculated by dividing the employee's assigned salary by two thousand seven hundred fifty-six (2756) hours (*two hundred twelve (212) hours per cycle times thirteen (13) cycles per year*) for members assigned to the twenty-four (24) hours on and forty-eight (48) hours off shift schedule; and two

thousand eighty (2080) hours worked per twenty-eight (28) day work cycle for members assigned to the forty (40) hour work week schedule.

## **SECTION 20.2 - ANNUAL INCREASES**

Contractual increases will take effect the first pay period following January 1<sup>st</sup> of each contract year; step increases will take effect the first pay period following the employee reaching his anniversary date. All step increases will be subject to the bargaining unit member receiving at least a "Meets Expectations" on the cumulative score of his annual evaluation immediately preceding his anniversary date. If an employee fails to receive the required cumulative score, then the employee will not be eligible for the step increase until their next anniversary date, providing the employee meets the required cumulative score on the evaluation immediately preceding the next anniversary date.

# **ARTICLE 21**

## **HOURS OF WORK**

### **SECTION 21.1 - HOURS OF WORK**

Bargaining unit members will be assigned to either a twenty-four (24) hours on and forty-eight (48) hours off shift schedule or a forty (40) hours work week.

Firefighters, Lieutenants and Captains will only be assigned to a forty (40) hours work week when they are assigned to an administrative position that requires a forty (40) hours work week ("Administrative Position"). The determination of whether a position is considered an Administrative Position is at the discretion of the Fire Chief. The schedule for bargaining unit members that are assigned to a forty (40) hours work week will be determined by the Fire Chief. Bargaining unit members will be assigned to an Administrative Position using the following process:

1. The Fire Chief will post the Administrative Position for thirty (30) days. The posting will provide application instructions for the position.
2. The Fire Chief will select the most qualified applicant to fill the position. The determination of which applicant is the most qualified applicant will be made at the discretion of the Fire Chief.

The Fire Chief may conduct interviews of the applicants, but the Fire Chief is not required to conduct interviews. If no applications are submitted or if the Fire Chief determines that none of the applicants are qualified for the position, then the Fire Chief may assign a non-applicant to the position. During the period from posting to the filling of the position, the Fire Chief may assign a Firefighter, Lieutenant or Captain to the open position on an interim basis.

Bargaining unit members that are assigned to a twenty-four (24) hours on and forty-eight (48) hours off shift schedule will be on a fifty-three (53) hour-a-week, daytime schedule when they are on injury leave or training for one (1) week or less.

Pay rates for forty (40) hours personnel shall be equal to the 24/48 personnel. An adjustment shall be made to the hourly rate. The pay rate for a forty (40) hour employee shall equal the two-week pay rate for a 24/48 hour employee.

Any hours worked over two hundred twelve (212) in a twenty-eight (28) day work cycle shall be paid at time and one half times their normal rate for 24/48 personnel. With respect to administrative positions, hours worked over one hundred sixty (160) in a twenty-eight (28) day work cycle shall be paid at time and one half times their normal rate for forty (40) hour personnel.

The Township agrees to compensate bargaining unit members at a rate of one-and-one-half the bargaining unit members' straight time hourly rate for those hours actually worked outside of the bargaining unit members' normally scheduled hours of work. For this Article, time spent on vacation leave, personal leave, sick leave, injury leave, bereavement leave, earned days off, and all other leaves will not count as hours worked for the purpose of the payment of overtime.

## **SECTION 21.2 - PROBATIONARY EMPLOYEE - TRAINING**

Probationary employees required to attend trainings outside the Fire District for periods of one or more weeks will be assigned to a fifty-three (53) hour workweek. Overtime shall meet the requirements of the Fair Labor Standards Act. When trainings are local, which is defined as any training which takes place in Warren County or any adjacent county, bargaining unit members will be required to work enough hours to meet any deficiency in hours that workweek. Any bargaining unit member participating in non-local training shall be compensated for fifty-three hours that workweek.

## **SECTION 21.3 - EARNED DAYS OFF**

Bargaining unit members assigned to a twenty-four (24) hours on and forty-eight (48) hours off shift schedule shall be allotted seven (7) earned days off (EDO) per year. EDO's are twenty four (24) hours of continuous paid time off. Employees must take one (1) EDO within pay cycles where regular scheduled hours would equal two hundred forty (240) hours. EDO's will be scheduled at the discretion of the township. EDO's shall be allowed to be traded, with proper notification and approval.

# **ARTICLE 22 OVERTIME**

## **SECTION 22.1 - OVERTIME**

Overtime shall be paid in accordance with the Fair Labor Standards Act. It is understood and agreed by the parties that when the Employer has determined that the operational needs of the department require overtime, any or all employees may be required to work overtime.

## **SECTION 22.2 - DISTRIBUTION OF OVERTIME HOURS**

After exhausting all resources and it is determined that overtime is necessary, overtime will be offered to bargaining unit members in order of lowest hours worked to highest hours worked. Members of the off-going unit will be offered the overtime opportunity for the shift following their assigned unit day. Members from the on-coming shift shall be offered hours occurring after 1800. Personnel assigned to forty (40) hours will be offered hours based on their position on the overtime list and will be integrated into the off-going and on-coming groups for overtime purposes. Anyone may also be offered hours for short duration, generally less than four hours immediately before or after their shift. In the event the position cannot be filled on a voluntary basis using the overtime list, the lowest seniority person with appropriate qualifications will be required to fill the position. Compulsory or mandatory overtime will be rotated in a reverse seniority order, starting with the least senior member in each class. Any bargaining unit member on EDO or any other paid leave cannot be mandated for overtime; however, in the event of a natural or man-made disaster the employer may require all employees to work as required.

## **SECTION 22.3 - QUALIFICATIONS**

When the Employer determines that overtime is necessary and special qualifications are required, the award of overtime may be offered to the first member on the list that meets the necessary qualifications.

## **SECTION 22.4 - OVERTIME SENIORITY**

All overtime hours worked shall be added to the overtime list. This list shall be updated every pay period and distributed to the Shift Commanders. Overtime shall be offered in order of lowest hours worked to most hours worked. A refusal shall count as hours worked. For the first list made all hours shall be zero (0) and personnel shall be listed by seniority. The list shall be equalized at the beginning of each year, the lowest employees' hours shall be subtracted from each employees' hours. Anyone added to the overtime list shall be placed one hour above the highest hours on the list.

# **ARTICLE 23**

## **COMPENSATORY TIME**

### **SECTION 23.1 - COMPENSATORY TIME**

Any employee may waive the overtime payment portion of **ARTICLE 22, SECTION 22.1** and receive compensation in the form of compensatory time in lieu of overtime pay. Compensatory time shall be calculated the same as overtime pay. An employee may accrue a maximum of forty-eight (48) hours of compensatory time. While such time may carry over from year to year, in no event may an employee accrue more than the forty-eight (48) hour maximum. Such time may be taken in exchange for work time with approval of the Chief or his designee.

## **ARTICLE 24**

### **CALL BACK AND CALL-IN PAY**

#### **SECTION 24.1 - REPORTING PAY**

An employee who reports to work at a scheduled starting time, who is sent home early, shall receive a minimum of two (2) hours pay at the applicable straight or overtime rate, depending on the circumstances.

#### **SECTION 24.2 - CALL BACK**

Any employee called back for work outside his regularly scheduled hours for a departmental alarm shall be paid for actual hours worked at the applicable rate of pay. Employees called back for office meetings, special inspections and teaching, training assignments, and "recall" for major incidents, shall be paid for a minimum of two (2) hours at the applicable rate.

## **ARTICLE 25**

### **PERSONAL DAYS**

#### **SECTION 25.1 - PERSONAL DAYS**

Each employee shall be credited with one (1) personal leave day per year. This personal leave day shall not be deducted from earned sick leave. The personal leave day must be taken as one full day of leave. Employees must schedule and use personal day leave on or before December 31<sup>st</sup> of each calendar year. A personal day not scheduled and used on or before December 31<sup>st</sup> will be dropped.

## **ARTICLE 26**

### **SICK LEAVE**

#### **SECTION 26.1 - NOTIFICATION**

An employee requesting sick leave shall notify the on-duty shift commander of the fact and the reason as far in advance as possible, but in no case later than one (1) hour prior to the beginning of a scheduled shift. Sometimes, the notification can even be made the evening prior to the scheduled duty day. This allows time for the supervisor or duty officer to make arrangements for coverage. Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted.

Failure to notify the supervisor one (1) hour or more prior to the beginning of a scheduled shift may result in the employee not being granted sick leave or being paid for any absences; the employee will also be subject to disciplinary action up to and including termination.

## **SECTION 26.2 - ACCRUAL**

Sick leave credit shall be accrued at the rate of 6.5 hours per pay cycle (*two weeks*) for bargaining unit members, exclusive of overtime, unpaid leave of absence or disciplinary suspension. The maximum amount of time permitted to accumulate is sixteen-hundred-and-forty (*1640*) hours.

Sick leave credit shall be accrued at the rate of 4.6 hours per pay cycle (two weeks) for bargaining unit members, exclusive of overtime, unpaid leave of absence or disciplinary suspension. The maximum amount of time permitted to accumulate is sixteen-hundred-and-forty (1640) hours. The rate of accrual and maximum accumulation will be for forty (40) hour personnel.

**Conversion:** An employee's hours will be multiplied seventy percent (*0.70*) when an employee moves from 24/48 assignment to forty (40) hour assignment. An employee's hours will be multiplied by one and forty-two one hundredths (*1.42*) when moving from forty (40) hour assignment to 24/48 assignment. Any employee that has accumulated the maximum hours will remain at maximum and not have a conversion formula applied.

## **SECTION 26.3 - GRANT OF SICK LEAVE**

Sick leave may be granted to the employee upon request for the following reasons:

- 1 - Illness or injury of the employee or injury or illness of his or her immediate family where the employee's presence is reasonably necessary.
- 2 - Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- 3 - Employee childbirth and/or related medical conditions.

Nothing in this section shall be construed as to require the Chief or designee to approve the use of sick leave by an employee.

Should the Chief or designee determine, based on just cause, that an employee has not used sick leave properly, payment may be denied and the employee may be disciplined. Employees who do not report for work due to sickness and who have exhausted their sick leave days, are subject to disciplinary action for being absent without approved leave. The Chief or designee is authorized to approve leave without pay.

## **SECTION 26.4 - IMMEDIATE FAMILY**

Immediate family, for purposes of the Article, shall be defined as: 1) SPOUSE, 2) PARENT, 3) CHILD, 4) STEPCHILD, and 5) ANY other relation living in the employee's household.

## **SECTION 26.5 - DOCUMENTATION**

An employee absent on sick leave for more than one (*1*) day for 24/48 employees and more than two (*2*) days for a day-time employee, or an employee that has been notified by the Chief or his designee that the employee is suspected of abuse of sick leave, shall submit documentation from a physician substantiating the reason for the leave. The Chief or his designee has authority to inform the employee that any future use of sick

leave will require employee to furnish documentation for any use of future sick leave. Failure to submit documentation as required may result in leave without pay and a deduction in the subsequent payroll period; an employee who refuses to submit documentation may be disciplined, up to and including termination. The doctor's documentation should be forwarded to the Chief or his designee. A Return-to-Duty form requiring a physician signature may be required at the discretion of the Chief or his designee.

## **SECTION 26.6 - SICK LEAVE PAID**

Upon separation for any reason other than retirement, no sick leave pay out will occur. Upon retirement from Employer service the bargaining unit member will be paid one-half ( $\frac{1}{2}$ ) of the accumulated hours not to exceed a maximum of two hundred (200) hours. Upon separation for any reason other than retirement, no sick leave pay out will occur.

For purposes of this section, retirement means that an employee has completed twelve (12) years of credited service with the Employer or is eligible to receive disability pension benefits from the Ohio Police and Fire Pension Fund immediately following separation from employment with the Clearcreek Fire District.

Should an employee pass away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 of the Ohio Revised Code, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified. Such payment shall be based on the rate of pay of the employee at the time of death.

## **SECTION 26.7 - PERFECT ATTENDANCE DAYS**

Employees who do not use any sick leave during any one hundred eighty (180) consecutive day period shall be granted one (1) additional perfect attendance day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this section can begin at any time and shall end one hundred eighty (180) days later. Employees must request perfect attendance day leave use as far in advance as possible. The Employer reserves the right to deny any request for perfect attendance day leave that is not made more than thirty (30) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Employees must schedule and use earned perfect attendance day leave within one hundred eighty (180) days of the date on which such perfect attendance day is earned. Earned perfect attendance day leave not scheduled and used within one hundred eighty (180) days shall be dropped.

## **ARTICLE 27**

### **OCCUPATIONAL INJURY LEAVE**

#### **SECTION 27.1 - ELIGIBLE FOR INJURY LEAVE**

An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave upon the eighth (8<sup>th</sup>) day of lost time. Injury leave for seven (7) calendar days or fewer days of lost time will be for medical claims only pursuant to the rules and regulations of the Bureau of Workers' Compensation; the employee may utilize sick or other approved leave during this time. Injury leave shall be available upon the eighth (8<sup>th</sup>) day for ninety (90) calendar days from the date of injury and any leave used shall be re-credited to the employee's leave balance. After ninety (90) calendar days, the employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits.

#### **SECTION 27.2 - EXECUTION OF AGREEMENT**

When an employee applies for injury leave with pay, he must execute an agreement assigning to the Employer any such pay from Workers' Compensation during the period of the paid leave and all necessary forms to process to appropriate claims with the Ohio Bureau of Workers' Compensation. The Employer will issue a Check to the employee each pay period equivalent to the employee's base wage for a pay period. Any payment from Workers' Compensation for a covered claim during the above ninety (90) calendar day period shall be paid over to the Employer. When an employee and the Employer disagree concerning an injury or illness, the employee may utilize sick or other approved leave. Should the Industrial Commission rule favorably to the employee, the Employer shall re-credit the leave used and the Employer shall be reimbursed with Workers' Compensation disability payment.

#### **SECTION 27.3 - REVIEW THE EMPLOYEE'S PHYSICAL AND MENTAL STATUS**

The Chief has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to an Industrial Commission Specialist whose decision shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

#### **SECTION 27.4 - TIME LENGTH**

The ninety (90) calendar day injury leave is available for each distinct, separate injury or illness. Recurrence of the same injury/illness shall be charged to the original ninety (90) calendar days.

## **SECTION 27.5 - INFECTIOUS DISEASE EXPOSURE**

In the event an employee has been exposed to a toxic substance or to an infectious disease in the course or scope of employment, and is sent to the emergency department for testing, treatment, and or preventive measures; Worker's Compensation subsequently determines that there was no injury sustained, shall have the insurance deductible up to \$150.00 paid by the Employer.

## **SECTION 27.6 - TRANSITIONAL WORK**

Employees assigned to "transitional work" relating to an on duty injury or illness shall be assigned to a forty (40) hour workweek.

The transitional work policy is available to any career employee who sustains a work-related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The transitional work policy does not replace the existing occupational injury leave policy, but is meant to be used in conjunction with it to allow a safe transition back to full duty tasks. The transitional work program and the occupational injury leave policy are available for each distinct, separate injury or illness for a maximum total of ninety (90) calendar days. Recurrence of the same injury/illness shall be charged to the original ninety (90) calendar days. The transitional work program period will begin with the date of release to limited or restricted work established by the physician of record and will end upon the removal of the restrictions or at the end of the ninety (90) day period, whichever occurs first. The injured worker must return to his regular full duty assignment or another targeted job by the end of the transitional work assignment. If the injured worker is unable to do so, he will be entitled to whatever benefits are provided under Ohio workers' compensation. Employees must also meet all of the following criteria:

1. The employee must have had a work related injury, accident, illness or a reoccurrence/exacerbation of a pre-existing work related condition;
2. Has been released by the physician of record to participate in a transitional work program.
3. Has the potential of returning to his original job, or another targeted job that may be identified and performing the essential job functions after recovery.

Transitional work is a temporary accommodation. Our goal is to return all employees if possible to their original employment positions within a reasonable timeframe of the program.

## **ARTICLE 28**

### **VACATIONS**

#### **SECTION 28.1 - VACATION ACCRUAL RATES**

All calculations for accrual of vacation time will be based on career employees' anniversary date. Upon reaching one-year full-time service, the employee is eligible for eight (80) hours for forty (40) hour work week employees, one hundred six (106) hours

for fifty-three (53) hour work week employees and one hundred twenty (120) hours for 24/48 shift employees. **Conversion:** In the event that an employee's schedule changes, the employee's hours will be converted using a ratio that corresponds to the relationship between the different vacation accrual rates listed below.

Vacation accrual rates ( <i>in hours</i> ):	<u>40 Hr.</u>	<u>53Hr.</u>	<u>24/48</u>
A. One through eight years:	80	106	120 (5 tours)
B. Nine through fifteen years:	120	159	180 (7.5 tours)
C. Sixteen years through twenty-four:	160	212	240 (10 tours)
D. Twenty-five years through retirement:	200	265	300 (12.5 tours)

## SECTION 28.2 - VACATION REQUESTS

- A. Vacation request will be considered in order of rank. Within each rank, request will be considered by seniority within the rank.
- B. The vacation request form book will be circulated beginning November 1 of the preceding calendar year and due by December 1 of the preceding calendar year, to each of the three (3) shift captains for dissemination to each shift based on seniority. Each bargaining unit member will be given a sufficient amount of time to fill out the vacation requests for that calendar year and submit back to the shift captain. Vacation requests will be approved by January 1 of the calendar year.
- C. At the time of request, bargaining unit members will identify the period of time they will be unavailable for the purpose of over-time.
- D. Vacation will be granted in increments of four (4) hours.
- E. Any remaining vacation time not scheduled by December 31st, or if members wish to change a previously scheduled vacation day, all such requests must be submitted at least six (6) days in advance, unless otherwise approved by the Chief or his designee. All change of vacation days and requests to take unscheduled vacation time shall be subject to the approval of the Chief or his designee.

## SECTION 28.3 - VACATION CARRY OVER

An employee may carry accumulated vacation leave of a maximum fifty-three (53) hours or forty (40) hours to the next year based on their work schedule assignment. Any unused vacation time will be paid to the employee upon termination of employment, except, however, unused vacation time will not be paid to an employee who is separated from employment because of a disciplinary discharge or who resigns in lieu of receiving a disciplinary discharge.

## **ARTICLE 29**

### **BEREAVEMENT LEAVE**

#### **SECTION 29.1 - PAY FOR BEREAVEMENT LEAVE**

Bereavement leave of one (1) day for 24/48 employee and three (3) days for a fifty-three (53) hour or forty (40) hour employee(s) shall be paid to attend the funeral of a member of the immediate family and extended family. Proof of death and relationship of the deceased may be requested.

The immediate family is defined as: 1) **SPOUSE**, 2) **PARENT**, 3) **PARENT-IN-LAW**, 4) **STEP-PARENT**, 5) **GUARDIAN**, 6) **CHILD**, 7) **STEP-CHILD**, 8) **BROTHER**, 9) **SISTER**, 10) **HALF BROTHER**, 11) **HALF SISTER**, 12) **BROTHER-IN-LAW**, 13) **SISTER-IN-LAW**, 14) **SPOUSE'S SIBLINGS**, 15) **SIBLING'S SPOUSES**, 16) **GRANDPARENT**, 17) **GRANDPARENT-IN-LAW**. Other **RELATIVES** living in the employee's household shall be considered as immediate family.

#### **SECTION 29.2 - EXTENDED FAMILY**

Bereavement leave of one (1) day shall be granted to attend the funeral of an extended family is defined as 1) **AUNT**, 2) **UNCLE**, 3) **AUNT-IN-LAW**, and 4) **UNCLE-IN-LAW**.

#### **SECTION 29.3 - EXTENDED LEAVE**

Upon approval by the Chief or designee, bereavement leave in excess of required amount may be charged to the employee's accrued vacation leave balance.

## **ARTICLE 30**

### **HOLIDAY PAY**

#### **SECTION 30.1 - HOLIDAY PAY**

Employees assigned to a 24/48 work schedule or a fifty-three (53) hour work week shall receive ten (10) hours of holiday pay whether that employee works the holiday or has the holiday off. Employees shall receive eight (8) hours of holiday pay whether that employee works the holiday or has the holiday off, if they are assigned to a forty (40) hour work week. Administrative positions shall receive holiday pay on the days observed by the Township. In addition, the employee will receive pay at time and a half for working the holiday. Only hours actually worked will be considered "hours worked" for overtime purposes.

#### **Holidays:**

- 1) **NEW YEARS DAY**, 2) **DR. MARTIN LUTHER KING, JR. DAY**, 3) **PRESIDENT'S DAY**, 4) **MEMORIAL DAY**, 5) **INDEPENDENCE DAY**, 6) **LABOR DAY**, 7) **SEPTEMBER 11th**, 8) **VETERANS DAY**, 9) **THANKSGIVING DAY**, 10) **CHRISTMAS DAY**.

Employees working the forty (40) hour work week will receive Columbus Day off in lieu of September 11<sup>th</sup>.

## **ARTICLE 31**

### **JURY DUTY**

#### **SECTION 31.1 - JURY DUTY**

In the event that you are requested to serve on jury duty, you must inform the Chief or designee at once. If you have to miss work as a result of serving on jury duty, the Chief or designee will assist you with rearranging your work schedule, if possible, and in completing your time sheet. The Employer will compensate you at your regular hourly rate of pay if you are required to miss work for jury duty. You will be expected to reimburse the Employer for any jury duty payments you receive from the court for days on which you are paid by the Employer.

Employees must submit to the Chief or designee a letter from the Clerk of Court stating the dates served and amount paid for this service.

Bargaining unit members are expected to return for the remainder of their scheduled tour of duty; they will receive regular pay for time worked, but will not be entitled to overtime pay. No time is deducted from accrued benefits.

If time off would create a special hardship for the Fire District, the Chief or designee will assist the employee in providing the court with the information necessary to request a release from jury duty.

## **ARTICLE 32**

### **MEDICAL AND LIFE INSURANCE**

#### **SECTION 32.1 - HOSPITAL, MEDICAL, DENTAL, VISION, PRESCRIPTION DRUG CARD AND LIFE INSURANCE**

The Township shall provide hospital, medical, dental, vision, prescription drug card, and life insurance as specifically described in the current plan documents.

#### **SECTION 32.2 - TOWNSHIP AUTHORITY TO CHANGE INSURANCE CARRIER**

The Township shall continue to have the authority to change insurance carriers at any time, or to institute a partial self-insurance plan, provided that the goal of such change is to reduce costs while maintaining substantially similar benefit levels. The Township shall immediately notify the Union prior to any change in carrier or benefits and will meet with representatives of the bargaining unit to discuss such changes. In the event that the parties disagree with the proposed changes, the parties agree to submit the issue to the Township Trustees for final determination.

### **SECTION 32.3 - EMPLOYEE CONTRIBUTION**

Employees in the bargaining unit agree to pay five (5) percent in 2012, ten (10) percent in 2013, and fifteen (15) percent thereafter of their monthly insurance premiums, with the remainder of the premiums being paid by the Township.

### **SECTION 32.4 - SERVICE CONNECTED DEATH OR DISABILITY**

Should an employee suffer a service connected death or permanent disability arising from employment, the employee, beneficiary, or next of kin shall receive benefits in accordance with Ohio law.

## **ARTICLE 33**

### **DELETED**

## **ARTICLE 34**

### **UNIFORMS AND P. P. E.**

#### **SECTION 34.1 - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

All career Fire District personnel will be furnished uniforms and personal protective equipment (*PPE*) as identified in the Clearcreek Fire District General Operating Guidelines. Uniforms and equipment will be replaced on an as needed basis. Uniforms and personal protective equipment (*PPE*) will consist of the following and be worn in accordance with standards identified in the Clearcreek Fire District General Operating Guidelines.

#### **Uniform**

- (5) Uniform pants - dark blue\*
- (5) Uniform shirts - dark blue
- (5) Fire district tee shirts - dark blue
- (1) Fire district sleep short - dark blue
- (1) Fire district ball cap - dark blue
- (1) Work jacket with liner - dark blue
- (2) Uniform badges
- Misc. name tags

#### **Personal Protective Equipment (PPE)**

- (1) Protective coat
- (1) Protective pant with suspenders
- (1) Protective boot
- (1) Helmet with face shield
- (1) Pair gloves
- (1) Hood
- (1) SCBA face piece
- (1) 15' webbing

Other uniform and PPE items may be provided at the Township's discretion.

## **ARTICLE 35**

### **EDUCATION INCENTIVE**

#### **SECTION 35.1 - DEGREE BONUS**

In the first pay period of December of each year, qualified employees that have completed their orientation period will receive the following benefit:

- |    |                    |                 |
|----|--------------------|-----------------|
| A. | Associate's degree | 400.00 annually |
| B. | Bachelor's Degree  | 600.00 annually |
| C. | Master's Degree    | 800.00 annually |

## **ARTICLE 36**

### **TRAINING**

#### **SECTION 36.1 - NON-DEPARTMENTAL TRAININGS**

Employees may attend non-departmental trainings during working hours with the prior approval of the Chief. Off-duty employees who are granted permission to attend these trainings, shall be reimbursed as identified in the Clearcreek Township Employee Handbook for reasonable expenses incurred while attending outside trainings, seminars, etc., including, for example meals, lodging, tuition and expenses associated with travel.

#### **SECTION 36.2 - DEPARTMENTAL TRAINING**

The Clearcreek Fire District will provide training throughout the year to keep all necessary Fire and EMS certifications current. The education and trainings will be conducted during regularly scheduled hours on duty. It is up to each bargaining unit member to ensure that they are present for enough trainings throughout the year to keep all certifications current.

## **ARTICLE 37**

### **SHIFT/STATION REASSIGNMENT**

#### **SECTION 37.1 - SHIFT/STATION REASSIGNMENT**

All bargaining unit members shall be given thirty (30) days notice prior to shift reassignment and seven (7) days notice prior to a permanent station reassignment under normal working conditions. A shorter notice period may be given if the township's needs so dictate.

## **ARTICLE 38**

### **SUPERVISOR RESPONSIBILITIES**

#### **SECTION 38.1 - SUPERVISOR RESPONSIBILITIES**

Lieutenants and Captains (officers) are responsible for supervising firefighters and other personnel assigned to them. They are further responsible for assisting in the management of the fire department.

An officer shall not withhold discipline or corrective action because it is against a fellow Union member. The officers will cooperate fully with the Township and Fire District to help formulate policy and carry out policies.

## ARTICLE 39

### TERMS OF AGREEMENT

#### SECTION 39.1 - DURATION

This Agreement shall be in effect from the period 12:01 A.M., January 1, 2012 until 11:59 P.M., December 31, 2014, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement.

#### SECTION 39.2 - MODIFICATION OF AGREEMENT

Modification of Agreement Management and the Union hereby agree that circumstances may arise requiring a modification and/or amendment of the terms of this agreement. Amendments and/or modifications of this agreement shall be captioned as a "Memorandum of Understanding," and be in writing, dated and signed by the authorized Employer designee and the Union following Clearcreek Township Board of Trustee approval.

When such agreements are reached in writing between the Employer and the Union, then these agreements shall become part of this agreement and subject to the provisions of this agreement.

#### SECTION 39.3 - COPIES OF AGREEMENT

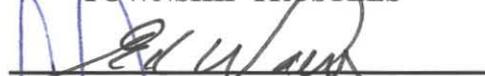
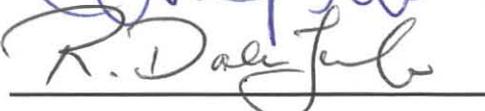
The Employer agrees to supply two copies of this Agreement to the Union.

#### SECTION 39.4 - SUCCESSOR AGREEMENT

This agreement shall be binding upon the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Employer and the Union have duly executed this Agreement, this 28th day of **December 2011**.

**THE BOARD OF CLEARCREEK  
TOWNSHIP TRUSTEES**

**CLEARCREEK PROFESSIONAL  
FIREFIGHTERS, LOCAL #4207**

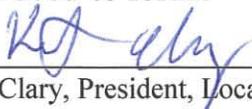

## Appendix A

### Seniority List

(As of January 1, 2012)

Mark J. Gerspacher	07/06/1995
Kevin B. Stevens	07/27/2000
Stephen D. Agenbroad	07/30/2000
Timothy A. Haggard	12/09/2000
Nathan T. Urban	09/02/2001
Anthony E. Marinelli	09/06/2001
Jeffrey G. Prass	08/05/2002
David A. Gerspacher	11/23/2002
John A. LeMaster	02/22/2003
Joshua L. Scott	09/27/2003
Christopher A. Vecchi	09/27/2003
Nathaniel A. Baldrige	11/01/2003
Rodney K. Clary	11/29/2003
Joel P. Logsdon	03/27/2004
Kevin L. Wortman	03/27/2004
Ronney L. Bell	03/28/2004
Thomas P. Smith	03/29/2004
Justin T. Buehler	06/05/2005
Robert L. Lantman	01/02/2006
Steve V. Cox	10/02/2006
Timothy R. Salas	02/25/2007
Brian L. Petry	05/19/2007
Todd A. Wilson	10/20/2007
Daniel L. Swords	04/05/2008
Michael G. Bolek	04/06/2008
Samuel A. Long	09/18/2010
Larry D. Carman	05/28/2011
Nunzio A. Fiorito	05/28/2011
Kyle B. Lalich	05/28/2011
Matthew D. Lalich	05/28/2011
Levi R. Sargent	05/28/2011
Adam W. Stafford	05/28/2011
Troy J. Bonfield	06/04/2011
Barry P. Deaton	06/04/2011
Brian W. Fleming	06/04/2011
Nathan D. Hall	06/04/2011
Ross L. Moffitt	06/04/2011
Peter M. Richison	06/04/2011
Michael A. Toothman	06/04/2011

Approved to form:

  
\_\_\_\_\_  
Kent Clary, President, Local 4207

\_\_\_\_\_  
Robert L. Kidd, Fire Chief

**Appendix B**  
**Pay Scale for Non-Exempt Career Firefighter / Paramedic,**  
**Lieutenants, and Captains**

<b>Year</b>		<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Increase from previous year</b>		<b>2.0%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>Probation</b>	Annual Salary	\$ 48,603.93	\$ 49,819.03	\$ 51,064.50
	24/48 Hourly	\$ 17.64	\$ 18.08	\$ 18.53
	40hr Hourly	\$ 23.37	\$ 23.95	\$ 24.55
<b>Step 1</b>	Annual Salary	\$ 50,377.96	\$ 51,637.41	\$ 52,928.35
	24/48 Hourly	\$ 18.28	\$ 18.74	\$ 19.20
	40hr Hourly	\$ 24.22	\$ 24.83	\$ 25.45
<b>Step 2</b>	Annual Salary	\$ 52,216.77	\$ 53,522.19	\$ 54,860.24
	24/48 Hourly	\$ 18.95	\$ 19.42	\$ 19.91
	40hr Hourly	\$ 25.10	\$ 25.73	\$ 26.38
<b>Step 3</b>	Annual Salary	\$ 54,122.68	\$ 55,475.75	\$ 56,862.64
	24/48 Hourly	\$ 19.64	\$ 20.13	\$ 20.63
	40hr Hourly	\$ 26.02	\$ 26.67	\$ 27.34
<b>Step 4</b>	Annual Salary	\$ 56,098.15	\$ 57,500.61	\$ 58,938.12
	24/48 Hourly	\$ 20.35	\$ 20.86	\$ 21.39
	40hr Hourly	\$ 26.97	\$ 27.64	\$ 28.34
<b>Step 5</b>	Annual Salary	\$ 58,145.73	\$ 59,599.38	\$ 61,089.36
	24/48 Hourly	\$ 21.10	\$ 21.63	\$ 22.17
	40hr Hourly	\$ 27.95	\$ 28.65	\$ 29.37
<b>Senior Pay</b>	Annual Salary	\$ 60,268.06	\$ 61,774.76	\$ 63,319.13
	24/48 Hourly	\$ 21.87	\$ 22.41	\$ 22.98
	40hr Hourly	\$ 28.98	\$ 29.70	\$ 30.44
<b>Lieutenant</b>	Annual Salary	\$ 62,687.98	\$ 64,255.18	\$ 65,861.55
	24/48 Hourly	\$ 22.75	\$ 23.31	\$ 23.90
	40hr Hourly	\$ 30.14	\$ 30.89	\$ 31.66
<b>Captain</b>	Annual Salary	\$ 65,836.43	\$ 67,482.34	\$ 69,169.40
	24/48 Hourly	\$ 23.89	\$ 24.49	\$ 25.10
	40hr Hourly	\$ 31.65	\$ 32.44	\$ 33.25

\*\* Captain Lantman will remain at his current 40 hour level of pay of \$31.85 until the 2013 pay increase takes effect.

