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**AGREEMENT**

**Between**

**RAVENNA TOWNSHIP BOARD OF TRUSTEES**

**And**

**RAVENNA FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL #4201**

**Effective**

**October 1, 2012 to September 30, 2015**

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**Article 1**  
**Purpose**

**Section 1.** This Agreement, entered into by the Ravenna Township Board of Trustees, hereinafter referred to as the "**TOWNSHIP**", and the International Association of Fire Fighters, Local #4201, hereinafter referred to as the "**IAFF**", has as its purpose the following:

- a. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and
- b. To set forth the full and complete understandings and agreements between the parties governing:
  1. Wages
  2. Hours
  3. Terms and other conditions of employment

**Section 2.** Those employees affected by these provisions are those full-time employees included in the bargaining unit as defined within this Agreement.

**Article 2**  
**Preamble**

**Section 1.** It is recognized that the Township is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient Township operations and harmonious relations.

**Section 2.** The parties agree to abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any employee on account of race, color, creed, age, sex, disability, national origin, union membership or political affiliation.

**Section 3.** It is understood that all gender-based references to employee and bargaining unit members in this Agreement refer to both sexes.

**Article 3**  
**Union Recognition**

**Section 1.** The Township recognizes IAFF as the sole and exclusive representative for those employees of the Township in the bargaining unit. Whenever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those full-time employees employed in the following positions:

- A. Captain
- B. Fire Fighter/Paramedic
- C. Fire Fighter/EMT

**Section 2.** All positions and classifications not specifically established herein as being included in the aforementioned bargaining unit shall be excluded from said bargaining unit, including the

position of Fire Chief; Assistant Fire Chief; and all other employees within the Ravenna Township Fire Department.

**Section 3.** If a new position is created within the department, the Township shall determine whether the new position will be included, or excluded from the bargaining unit. If IAFF Local 4201 disputes the Township's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, the position(s) shall be implemented as agreed by the Township and IAFF Local 4201. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

#### **Article 4 Union Membership and Union Dues**

**Section 1.** All members of the bargaining unit, after one (1) year from the date of hire, shall become an IAFF member or pay a fair share fee to the IAFF Local #4201.

**Section 2.** (A) The Township agrees that members of IAFF local 4201 may conduct meetings at the Fire Station as long as they do not interfere with work shifts or other scheduled functions. Such meetings shall normally be held no more than once per month to commence after 1600 hours. Additional meeting must be approved by the Fire Chief.

(B) All on or off duty local members shall be afforded the opportunity to attend said meetings, with on duty members suffering no loss of pay for attendance at said meetings.

(C) It is expressly understood by the Union that those employees on duty and at attendance at a Union meeting shall be subject to work assignments by the Chief or his designee, during the period of the meeting, if necessary, in order to maintain Township operations.

(D) There shall be no discrimination, interference, restraint or coercion by the Township against any employee for his activity on behalf of or membership in the Union.

**Section 3.** (A) The Township will deduct regular monthly dues in the amount certified in writing to the Township Clerk, by the Secretary of Local #4201, IAFF, from the pay of any member who timely executes the Union's authorization form. No other authorization form will be recognized.

(B) Payroll deductions shall be made for each pay period during which an employee is in active pay status. In order to commence check off, the authorization card must be submitted to the Township Clerk by the tenth (10<sup>th</sup>) workday prior to payday.

(C) Members who complete dues deductions authorization forms will have their dues deductions continued for the duration of this agreement, subject their right to request cancellation of dues deduction during the twenty-eight (28) workday period immediately preceding any anniversary date of this Agreement. In order to exercise this check off cancellation right, a member must notify the Township Clerk and the Union by certified mail during the twenty-eight (28) day period.

(D) The Union shall indemnify the Township against any and all claims, demands, suits, or other forms of liability or cost that shall arise out of, or relate to, any action taken or not taken by the Township for the purpose of complying with the provisions of this Article.

(E) Within sixty (60) days following the execution date of this agreement, the Township will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list shall be updated quarterly upon request from the Union.

(F) Any member of the bargaining unit who has elected to become a member of the Union as of the effective day of this Agreement, or who elects to become a member during the term of this Agreement, shall remain in good standing, subject to the right of each member to revoke his membership at the same time as specified in Section 3 C, for revocation of dues check off.

**Section 4.** A check in the amount of the total dues withheld from employees authorizing a dues deduction shall be tendered to the treasurer of the Union within seven (7) days from the date of making said deductions, barring unusual circumstances.

## **Article 5 Non-Discrimination**

**Section 1.** The Township agrees that it will not engage in discriminatory practices towards any employee for his legal activities on behalf of, or membership in the IAFF.

**Section 2.** The Township and the IAFF agree not to engage in discriminatory practices against any person because of race, color, creed, age, religion, sex, national origin, or handicapped status.

**Section 3.** It is understood that all gender-based references to employees and bargaining unit members in this Agreement refer to both sexes.

**Section 4.** The full-time regular employees of the Fire Department shall have the right to become or refuse to become members of the IAFF and to participate in its activities upon completion of their probationary period.

## **Article 6 No-Strike/No Lockout**

**Section 1.** It is expressly recognized by the IAFF that any strike by members of the bargaining unit is in violation of Section 4117 of the Ohio Revised Code. If a strike or any other interruption of work were engaged in by members of the bargaining unit, said bargaining unit members would be subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether the member engaged in conduct in violation of this Article. If it is determined that the conduct occurred, the discipline imposed by the Township will not be altered. Furthermore, it is recognized that the Township has the right to seek the injunction against the strike in the Portage County Court of Common Pleas. It is recognized by the Union that in accordance with Section 41170 15(b) that the Union or Its members cannot rely upon any alleged unfair labor practice by the Township in support of any strike activity.

**Section 2.** In the event that any strike or work stoppage activity occurs pursuant to this Article, the Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities and take appropriate action against anyone who continues to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and condoned acts of individual unit members.

**Section 3.** The Township will not lock out any member during the period this Agreement remains in effect, as the result of any disagreement with the IAFF or its members. Nothing herein is intended to limit the Township's right to take necessary steps during the course of this Agreement to prevent a clear and present danger to the public health or safety from arising or continuing.

## **Article 7 Management Rights**

**Section 1.** The Union recognizes that except as otherwise expressly limited in this Agreement, the Employer has the sole and exclusive right to manage its Fire Department and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the Employer, and of its sole and exclusive discretion and judgment, to:

- a. Determine matters of inherent managerial policy which include, but are limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a governmental unit.

**Section 2.** The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **Article 8 Probationary Period**

**Section 1.** Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first (1st) day for which the employee receives compensation from the Township and shall continue for a period of

one (1) calendar year. During this new hire probationary period, a performance review will be conducted after six (6) months from date of hire and within forty-five (45) days before the completion of the probationary period. A newly hired, probationary full-time employee may be terminated during his probationary period and shall have no appeal of such removal. Probationary employees are not subject to the grievance procedure for purposes of disciplinary action.

**Section 2.** A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time employee shall begin on the effective date of the promotion and continue for a period of one hundred eighty (180) calendar days. A newly promoted full-time employee will have a performance review conducted within three (3) months of his appointment to the promoted rank. A newly promoted full-time employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period. Such unsatisfactory performance shall be documented in writing and a copy given to the employee.

## **Article 9 Seniority**

**Section 1.** Seniority shall be computed based on uninterrupted length of continuous full-time service with the Township, within the Fire Department. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**Section 2.** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 3.** Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

**Section 4.** In all matters wherein the Township shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

Employees with the same date of hire shall be assigned to the seniority list based on their testing score from the entrance examination.

## **Article 10 Layoff and Recall**

**Section 1.** When the Township determines that a layoff or job abolishment is necessary, the Township shall notify the affected employees at least fifteen (15) calendar days in advance of the effective date of layoff or job abolishment. The Township, upon request from the IAFF, agrees to discuss, with representatives of the IAFF, the impact of the layoff on bargaining unit members.

**Section 2.** When the Township determines layoffs will occur, layoffs of bargaining unit employees will be in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off. Before any bargaining unit members are laid off, the Township, will first layoff all part time fire fighters, before any bargaining unit members are laid off.

**Section 3.** When employees are laid off, the Township shall create a recall list. The Township shall recall employees from layoff as needed. The Township shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of layoff.

When the Township recalls persons off the recall list, they shall be recalled to their previous position, but not necessarily to the shift on which they were working when laid off.

**Section 4.** No new employees shall be hired or promoted into positions from which members of the bargaining unit are on layoff until such time that all such eligible employees are recalled.

**Section 5.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Local IAFF. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** In the case of a recall, the recalled employee shall have five (5) calendar days following the date of the recall notice to notify the Township of his intention to return to work. The employee shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested, mail.

## **Article 11 Corrective Action**

**Section 1.** No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause, except as provided in Article 8.

**Section 2.**

- a. Discipline will be applied in a corrective, progressive and uniform manner.
- b. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- c. Whenever the Township and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled within fifteen (15) calendar days of the alleged misconduct. In the event the Township cannot schedule said hearing in the time limits set in this paragraph, the Township shall notify the IAFF and request the additional time needed. Said request for additional time shall not be unreasonably denied by the IAFF. The pre-disciplinary hearing procedure shall be as follows:

1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the IAFF at least fourteen (14) days before the hearing. The employee, with the IAFF's approval, shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" administrator selected by the Township, an administrator who is not involved in any of the events giving rise to the offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.

3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the IAFF, and the Township with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

**Section 3.** An employee, receiving a notice of a pre-disciplinary hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee will sign a form waiving the hearing, witnessed by an official of the IAFF and in the presence of the Fire Chief or his designee. All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing, shall also waive the grieving of any discipline imposed

**Section 4.** Following the hearing, any employee receiving an order of suspension or dismissal, may appeal such order at **Step 3** of the Grievance Procedure, within five (5) days of the receipt of the written decision.

**Section 5.** The Township agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 6.** Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following periods:

Written reprimands	6 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

**Section 7.** An employee may inspect his own personal "Personnel File" as set forth in this Agreement.

**Section 8.** As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

## Article 12 Grievance Procedure

**Section 1.** Every employee, through the IAFF, shall have the right to present his grievance in accordance with the procedure provided herein. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**Section 2.** For the purposes of this procedure, the below listed terms are defined as follows:

- a. **GRIEVANCE:** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. **GRIEVANT:** The "grievant" shall be defined as any employee, group of employees within the bargaining unit, or the IAFF.
- c. **DAYS:** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, scheduled vacations, or Holidays as provided for in this Agreement.

**Section 3.** The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances must contain the following:
  - 1. Aggrieved employee's name and signature
  - 2. Aggrieved employee's classification
  - 3. Date grievance was first discussed
  - 4. Date grievance is being filed in writing
  - 5. Name of supervisor with whom grievance was discussed
  - 6. Where grievance occurred
  - 7. Description of incident giving rise to the grievance
  - 8. Articles and sections of the Agreement violated
  - 9. Resolution requested
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and IAFF representative.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employee-wide controversy, the grievance may be initiated at Step 3.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the IAFF, provided that adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Township in future proceedings.

e. The time limits provided herein will be strictly adhered to and any grievance not timely filed initially or appealed within the specific time limits agreed to by the parties in this procedure, shall be deemed waived and void. The time limits specified for either party may be extended only by written mutual agreement. Failure at any step of this procedure to communicate the decision on a grievance by the Township within the specified time limits shall permit the Union to lodge an appeal to the next step on the procedure.

f. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of the Agreement.

**Section 4.** All grievances shall be administered in accordance with the following steps of the grievance procedure:

**STEP 1:** An employee who believes he may have a grievance shall notify the Assistant Chief of the possible grievance, within five (5) days of the occurrence of the facts giving rise to the grievance, or within five (5) days of the employee's first knowledge of the action or occurrence. The Assistant Chief will schedule an informal meeting with the employee and an IAFF representative within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

**STEP 2 - ASSISTANT CHIEF:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and/or the Local IAFF union, and presented as a grievance to the Assistant Chief within five (5) days of the informal meeting, or notification of the decision at Step 1, whichever is later, but not later than seven (7) days from the date of the informal meeting. The Assistant Chief shall give his answer within five (5) days of the Step 2 meeting.

**STEP 3 - CHIEF:** If the grievance is not resolved with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the Step 2 decision. Copies of the written decision shall be submitted with the appeal. The Chief shall convene a hearing within (10) days of the receipt of the appeal. The hearing shall be held with the grievant, an IAFF representative and any other party necessary to provide the required information for the rendering of a proper decision. The Chief shall issue a written decision to the grievant and the IAFF representative within fifteen (15) days from the date of the hearing. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Arbitration, pursuant to the Arbitration Procedure herein contained.

### **Article 13 Arbitration Procedure**

**Section 1.** In the event a grievance is unresolved after being processed through all the steps in the Grievance Procedure, unless mutually waived, then within ten (10) days after the date of the rendering of the decision at Step 3, the IAFF may decide to submit the grievance to arbitration. Within this ten (10) day period, the parties (a representative of the Township and a representative of the IAFF) will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request from the Federal Mediation and Conciliation Service, a list of seven (7) arbitrators, and the parties will choose one by the alternate strike method. The party moving will strike first.

**Section 2.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or suspension, the arbitrator shall not have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

**Section 3.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitrable before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitrable, the grievance shall be heard on its merits by the same arbitrator.

**Section 4.** The hearing or hearings shall be conducted pursuant to the rules and regulations set forth by the Federal Mediation and Conciliation Service.

**Section 5.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 6.** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required by the Township. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees at one time.

**Section 7.** The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties.

#### **Article 14 Personnel Files**

**Section 1.** It is recognized by the parties that the Township may establish regulations for the custody, use and preservation of records, papers, books, documents, and property pertaining to the Township or its employees. All employees shall have access to their own individual personnel file for review of documents contained in said personnel file. Employees shall have access to their individual personnel for review in the following manner:

1. Requests for review must be made and receive approval from the Township or its designee.
2. All reviews shall be conducted on the premise of the Township, with the Fire Chief in attendance during the said review.

3. Employee reviews of personnel files should not be disruptive to the Township's operational needs.
4. An employee may provide written authorization for an individual, other than said employee, to be granted permission to review said employee's file in accordance with this Article.
5. Any non-employee of the Township, reviewing a personnel file, must sign the jacket of the file giving the individual's name, date, and time of review, and duration of review.
6. Requests for copies of documentation in said files will be made following the Township's practice of copying documents.

**Section 2.** Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff and termination.

**Section 3.** Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Ravenna Township Fire Department, except with the written consent of the employee affected.

**Section 4.** If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining the employee's position, and have the letter or memo attached to the document(s) in question.

**Section 5.** Nothing herein shall prevent the dissemination of impersonal statistical information.

## **Article 15 Working Hours**

**Section 1.** The standard work period for all bargaining unit members shall be twenty-one (21) consecutive days. Employees who are on the twenty-one (21) day work period shall work an average of one hundred forty-four (144) hours per work period. The normal workweek shall be an average of forty-eight (48) hours per week, using the three-platoon system, working a 24 hours on/48 hour off schedule. The normal work day shall commence at 0700 hours, and continue to 0700 hours the following day.

**Section 2.** In order to work one hundred forty-four (144) hours in a twenty-one (21) day work period, each bargaining unit member shall select a scheduled shift within the work period to be scheduled off duty. This shall be referred to as a "Kelly Day". Selection of a Kelly Day shall be by seniority on each shift. For the term of this agreement, bargaining unit members are prohibited from taking a Kelly Day on a "Wednesday". All other days of the week can be selected.

**Section 3.** It is agreed that changes in working hours shall not be used for the purpose of harassment.

**Section 4.** The day that an employee takes off during the work period, in order to maintain a forty-eight (48) hour workweek, may not be covered by overtime call-in. The decision to call-in, or not call-in, shall be only determined by the Fire Chief.

**Article 16**  
**Wages**

**Section 1.** Effective January 1, 2013, all full-time employees, covered by this Agreement, shall be compensated at the following hourly rate of pay:

<u>January 1, 2013</u>	Hourly	Annual
Captain/Paramedic		
0-2 Years	\$18.50	
2-4 Years	\$19.00	
4 years or more	\$19.35	

FF/Paramedic		
Start	\$13.25	
6 months	\$14.50	
1 year	\$16.00	
2 years	\$16.50	
3 years	\$17.25	
4 years or more	\$17.75	

<u>January 1, 2014</u>		
Captain/Paramedic		
0-2 years	\$18.70	
2-4 years	\$19.15	
4 years or more	\$19.50	

FF/Paramedic		
Start	\$13.45	
6 months	\$14.60	
1 year	\$16.10	
2 years	\$16.70	
3 years	\$17.45	
4 years or more	\$17.90	

<u>January 1, 2015</u>		
Captain/Paramedic		
0-2 Years	\$18.91	
2-4 Years	\$19.28	
4 years or more	\$19.67	

FF/Paramedic		
Start	\$13.56	
6 months	\$14.76	
1 year	\$16.19	
2 years	\$16.85	
3 years	\$17.51	
4 years or more	\$18.03	

**Section 2.** All full-time employees covered by this Agreement shall receive overtime pay for all hours worked that exceed the employee's regularly scheduled duty. Hours worked during a prior arranged switch of scheduled duty shall not be considered overtime.

## **Article 17 Call Backs**

**Section 1.** Whenever an employee is called back to work, at a time other than his regular scheduled work hours, he shall be guaranteed a minimum of two (2) hours, at time and one-half (1-1/2). If said call back exceed two (2) hours, the employee shall receive time and one-half (1-1/2) for all hours, rounded up to the next full hour.

**Section 2.** Whenever an employee is called back to work on a paid holiday, as defined by Article Holidays, which is not the employee's regular scheduled work hours, he shall be guaranteed a minimum of two (2) hours, at two (2) times the employee's hourly rate of pay. If said call back exceeds beyond two (2) hours, the employee shall receive double time for all hours, rounded up to the next quarter hour.

**Section 3.** It is understood that any call back which starts prior to the regular shift and continues into the employee's regular shift, or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in **Section 1** above.

**Section 4.** For the purposes of this Agreement, **HOLDOVER TIME** will be defined as time that an employee is held over his regular shift due to an emergency. Holdover time will be rounded up to the next one-half (1/2) hour, at one and one-half (1-1/2) times his regular wage.

**Section 5.** If at any time the fire chief mandates a fulltime employee to work a consecutive shift to maintain minimum staffing levels, that employee shall be entitled to two (2) times his or her regular, hourly rate for the first four (4) hours of the mandated shift worked and then one and one half (1 1/2) times such rate for the remaining eight (8) hours of such shift worked. The fire chief shall not require such employee to work a second consecutive, mandated shift.

## **Article 18 Overtime**

**Section 1.** All full-time employees covered by this Agreement shall receive overtime pay for all hours worked that exceed the employee's regularly scheduled duty. Hours worked during a prior arranged switch of scheduled duty shall not be considered overtime.

**Section 2.** All requests for overtime hours shall be at the sole discretion of the Fire Chief.

**Section 3.** Overtime pay shall be determined in compliance with the Fair Labor Standards Act (FLSA). The regular annual wage shall be divided by the total scheduled hours of work in the one-year period (2496 i.e. 52 weeks times 48 hours per week) to determine the regularly hourly wage. The overtime pay shall be computed as follows:

**Overtime Hours x Regular Hourly Rate x Time and One-Half (1-1/2)**

**Section 4.** All full-time employee's compensation for annual rate of pay, for additional training, duties, and responsibilities, for overtime and for callbacks shall be effective the date of the execution of this Agreement.

## Article 19 Compensatory Time

**Section 1.** Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in **Article 15, Working Hours**. Compensatory time shall be as follows:

1. At the conclusion of the overtime worked, the employee will indicate, on a form provided by the Township, the employee's preference of paid overtime or compensatory time. This form shall be signed by the Fire Chief and a copy given to the employee.
2. The record of compensatory time shall be submitted to the Township Fiscal Officer with the payroll at the conclusion of the work period in which the overtime is worked. The Township Fiscal Officer's record regarding accumulation of accrued compensatory time and overtime, and the use of compensatory time shall be the official record. On a quarterly basis, the Township Fiscal Officer shall provide a record of employees' compensatory time to the Secretary-Treasurer of the IAFF Local #4031.
3. The maximum hours an employee may bank in their compensatory time bank, shall not exceed **seventy-two (72)** hours. All overtime worked that would be in excess of the **seventy-two (72)** hours limit shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the **seventy-two (72)** hours maximum has been made.
4. Employees must schedule at least forty-eight (48) hours of compensatory time off (in twenty-four (24) hour increments) at least one (1) shift in advance of the desired date. Employees may use up to twenty-four (24) hours of compensatory time off in no less than six (6) hour increments and employees may take remaining compensatory time off in either **six (6); twelve (12); or twenty-four hour increments**. Use of compensatory time off shall be scheduled to commence at either 0700 hours; 1300 hours; or 1900 hours.
5. At the discretion of the fire chief or designee, and without prior notice, employees may immediately use up to 24 hours of compensatory time no more than two (2) times a year, from January 1 to December 31.

Should two or more employees request compensatory time off at the same time on the same day, priority of preference shall be given to the most senior employee. The use of compensatory time off will be reasonably governed by scheduling considerations. The Fire Chief shall respond to requests for the use of compensatory time off within seventy-two (72) hours of the request made.

**Article 20**  
**Officer-in-Charge Pay**

**Section 1.** An employee, who is required by the Fire Chief's direction to act as the Officer-in-charge, shall receive compensation for such hours, equal to the lowest rate of pay for the position he/she is filling.

**Section 2.** The assignment of the Officer-in-charge shall be based on seniority of employees scheduled to work the shift needing the Officer-in-charge.

**Article 21**  
**Hospitalization**

**Section 1.** The Employer shall make available to all bargaining unit employees, the hospitalization health care insurance offered to all Ravenna Township employees.

**Section 2.** If it becomes necessary to change carriers and/or change terms of the coverage, which would affect benefits under the plan, the Employer agrees to form a committee of one (1) member of Local 4201, one (1) road department representative, and the fiscal officer to research available coverages within the cost constraints established in this Article, and to recommend to the Employer policies that the committee believes are in the best interest of the parties. The committee will be subject to the provisions in Article 29, not in conflict with this Article, and will cause its first meeting to be held at least 75 days before the current policy expiration date. The hospitalization health care insurance selected by the Employer will be subject to an employee paying a maximum of 10% of all out-of-pocket costs over any deductible not to exceed a per-employee, in-network cap of \$1,000, excluding co-pays (no out-of-pocket costs to the employee in-network over cap), and an employee contributing 10% of the premium cost for such policy per month (based on a family plan rate) or \$90 per month for the first year of this agreement and \$100 per month thereafter, by payroll deduction, pre-tax (to the extent permissible under law), whichever amount is less. In addition, each employee will complete and submit to the fire chief all required insurance forms within five (5) business days of receipt.

**Section 3.** The Employer shall maintain a life insurance policy in the amount of fifty thousand dollars (\$50,000.00) for each bargaining unit member.

**Article 22**  
**Insurance, Operator's Liability, Malpractice**

**Section 1.** The Employer shall provide continuing insurance coverage for every member of the bargaining unit who is responsible for the operation of Fire and/or Rescue equipment. A copy of any amendments, additions, and/or deletions shall be provided to the Union so that it may be placed on file, within thirty (30) days of the signing of this Agreement.

**Section 2.** Malpractice insurance, in the amount of one million dollars (\$1,000,000.00), for Emergency Medical Technician (EMT) and Paramedic (Medic) shall be maintained. A copy of any amendments, additions, and/or deletions shall be provided to the Union so that it may be placed on file, within thirty (30) days of the signing of this Agreement.

**Article 23**  
**Vacations**

**Section 1.** An employee shall be eligible for vacation leave upon the first anniversary of his or her date of fulltime hire, and shall become eligible for additional vacation leave on subsequent anniversary dates as follows:

1 year through completion of 8 years	6 tours
9 years through completion of 15 years	9 tours
16 years through completion of 25 years	10 tours
25 years and up	15 tours

**Section 2.** After the first year of fulltime employment, an employee shall use all of his or her vacation leave before their next anniversary date. An employee cannot carryover any vacation leave into the year after it is to be used. Any vacation leave not used during such year will be forfeited.

**Section 3.** Incremental changes in vacation time shall occur after the employee's anniversary date of hire.

**Section 4.** Employees can take vacation time off in complete tour increments, but cannot be off for more than seven (7) consecutive tours, except for a reasonable cause as approved by the Chief.

**Section 5.** Employee will have the ability to switch a vacation day(s), provided advanced notice is given and approval for such a switch is given by the Fire Chief. No vacation switch can take place that will cause an overtime situation.

**Section 6.** No more than one (1) employee per shift shall be off on vacation time at any time.

**Section 7.** Upon an employee's termination of employment with the Township, the employee is entitled to receive payment for all accumulated, but unused vacation leave. Should the employee be deceased, the unused vacation leave shall be paid to the estate of the deceased employee.

**Article 24**  
**Holidays**

**Section 1.** All fulltime employees, covered by this Agreement, who have completed six (6) months of continuous fulltime service with the Employer, shall be entitled to the following paid holidays:

New Years Day	1st of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	4th Monday of May
Independence Day	4th of July

Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th of December

It is understood that no Holiday Pay will be paid to any employee for those holidays, which occur during the first six (6) months of employment.

**Section 2.** Any eligible employee, who is required to be on duty during any part of the above listed holidays, when the holiday is part of the employee's regular schedule, shall receive double time (2x) for all hours worked in the aforementioned holidays. If an employee is scheduled to work on the aforementioned holidays, but does not work the hours, shall not be entitled to the double time (2 xs) compensation.

**Section 3.** Any employee, who is not scheduled to be on duty during any part of the above listed holidays, may arrange an alternative day to be off-duty on a regular scheduled duty day, equal to the employee's regular tour of duty, i.e., twenty-four (24) hours off.

**Section 4.** No cash out.

**Section 5.** Employees must use (i.e., be scheduled off) five (5) holidays prior to July 30 of each year. Failure by the employee to use five (5) holidays in the above manner shall result in the employee receiving compensation equal to the employee's normal pay per shift day, for all holidays not allowed to be taken.

**Section 6.** All requests for holiday time off shall be made in writing to the Fire Chief, or to his designee. Written requests for holiday time off shall also be made at least seven (7) days in advance of the requested day off. Such requests for holiday time off shall not be unreasonably denied, with operational needs taken into consideration by the Fire Chief or his designee.

**Section 7.** Employees, who leave the employment of Ravenna Township, and have unused holidays, can receive compensation for those holidays. In the event of the death of an employee, any unused holidays accumulated prior to death, shall be paid to the employee's estate.

## Article 25 Sick Leave

**Section 1. Crediting of Sick Leave.** Sick leave shall be earned at the rate of twelve (12) hours with pay for each completed month of active service with the Employer.

**Section 2. Sick Leave Accumulated During Authorized Absences.** Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six (6) months.

**Section 3. Use of Sick Leave.** An employee eligible for sick leave with pay may use sick leave, upon approval of the Fire Chief or his designee, only for absence due to:

1. personal illness and/or injury;
2. exposure to contagious diseases which could be communicated to other employees;
3. illness or injury and death in the employee's immediate family; and,
4. pregnancy and/or childbirth and other conditions related thereto.

Immediate family shall be defined as the employee's spouse and children (including stepchildren residing with the employee) or any other family member upon approval of the Fire Chief.

**Section 4. Notification by the Employee.** When an employee is unable to work, he shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report for work. Failure to do so may be cause for denial of sick leave with pay for the period absent.

**Section 5. Evidence Required for Sick Leave Usage.** Each employee absent from work shall furnish the Fire Chief a satisfactory written, signed statement to justify the use of sick leave. Any employee absent from work and using sick leave benefits, for three (3) or more consecutive tours, or four (4) tours in a two (2) week period, must provide a certification from a licensed physician or psychologist stating the medical attention required to justify the use of sick leave.

**Section 6. Transfer of Sick Leave Credit.** An employee, who transfers from one township position, or another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees.

**Section 7. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one (1) hour.

**Section 8. Retirement Pay-Out.** Full-time employees, with ten (10) or more years of service with the Employer, who retire from employment under the rules and regulations of the retirement system, may elect at the time of retirement to be paid in cash for any unused sick leave the employee may have. Such pay out shall be determined by the rate of fifty percent (50%) of all unused sick leave.

**Section 9.** The employees shall receive a semi-annual report of individual sick leave balance. Said report will be prepared by the Township Clerk for distribution to the bargaining unit.

**Section 10.** Should an employee be deceased, any accumulated, unused sick leave shall be paid to the deceased employee's estate.

## **Article 26 Bereavement Leave**

**Section 1.** Each employee shall be granted two (2), twenty-four (24) hour days off with pay, if needed, for the occurrence of a death within the employee's immediate family. Employees will attempt to give advance notice to the Fire Chief (or his designee) for the use of bereavement leave. However, when advance notice is not possible, a phone call to the Office-On-Duty is required as soon as possible.

**Section 2.** If additional time for bereavement leave is needed, the employee may use up to (2) days off, with pay, chargeable to the employee's sick leave. Any additional time off needed, in excess of the time allowed in Sections 1 and 2, and may be requested from the Fire Chief for his approval.

**Section 3.** For this Article, "Immediate Family" shall be defined as follows: Spouse; Children and Stepchildren; Parents and Stepparents; Mother/Father-in-law; legal guardian; or, any other family member, upon approval of the Fire Chief.

**Section 4.** Any paid time off, shall include the day of the funeral.

#### **Article 27 Court Leave/Jury Duty**

**Section 1.** If an employee is required to appear in court based on the employee's duties as a member of the Ravenna Township fire Department, he shall be paid a minimum of two (2) hours at the employee's appropriate rate of pay.

**Section 2.** If an employee is called to jury duty, the employee will continue to receive his regular rate of pay while on jury duty. Any monies that the employee receives from the court for jury duty shall be turned over to the Township.

**Section 3.** Employees will be required to return to their next regularly scheduled work day, upon the completion of jury duty.

**Section 4.** The Employer will provide the employee with an attorney, if an attorney is needed as outlined in Section 1 above. Any other legal assistance shall be at the employee's own expense.

#### **Article 28 Vacancy, Promotion, and Transfer**

**Section 1.** The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

**Section 2.** Whenever the Employer creates a new position, or determines that a permanent vacancy exists, a notice of such position or vacancy shall be posted on the employee's bulletin board for seven (7) calendar days. During the posting period, members of the bargaining unit eligible to apply to the new or vacant position shall do so by submitting a written application to the Employer. If at the end of the posting no employee(s) from the bargaining unit have submitted a written application for the new or vacant position, the Employer then shall post and accept written applications from anyone eligible to apply for the new or vacant position. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications of the job.

**Section 3.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 4.** All timely filed applications shall be reviewed considering the following criteria: qualifications; experience; abilities; education; work record; previous job performance; disciplinary record; and, physical and mental capabilities.

**Section 5.** Once the selection has been made, the Employer will notify all applicants of the selection.

**Section 6.** Promotional selections shall be performed by the Ohio Fire Chief's Association based on its promotional process and using the criteria set forth in this Article. The Employer shall promote the applicant recommended by the Association.

### **Article 29 Labor/Management Committee**

**Section 1.** It is hereby agreed that in the interest of sound departmental relations, the Fire Chief or his designee, will meet with representatives of the IAFF, to discuss items of concern hereafter stated. Two (2) designated members of the IAFF shall constitute the labor members of the Labor/Management Committee. The Township's Committee will consist of two (2) people. The Committee will include the Township Fire Chief and any other person as the Fire Chief deems necessary. The areas of discussion shall be limited to departmental safety and departmental rules and regulations.

**Section 2.** The parties shall meet quarterly at mutually scheduled times and any other mutually selected times.

**Section 3.** Representatives of the IAFF on the Committee, who are employees, shall not lose pay or benefits for attending any meetings mutually scheduled during an employee's tour of duty.

**Section 4.** The Committee may suggest recommendations to the Fire Chief for his consideration and determination.

**Section 5.** Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

**Section 6.** It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the Employer to count time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The Employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided in this Article.

### **Article 30 Uniforms and Uniform Allowance**

**Section 1.** Ravenna Township Board of Trustees, through the Fire Chief shall provide all uniforms, turnout gear and equipment to all members of the Ravenna Township Fire Department, covered by this agreement. The Employer, shall in that capacity, have the authority to determine the number of uniforms and amount and type of equipment required to be

maintained by each member of the Fire Department.

**Section 2.** The Employer shall furnish initial issue uniform items, or comparable items as determined by the Employer, to all employees as soon as possible after original appointment to the Ravenna Township Fire Department.

**Section 3.** Employees shall receive a uniform allowance in the amount of six hundred fifty dollars (\$650.00) per year to replace or maintain all uniforms and equipment items after the initial issue made by the Employer. Payment shall be in equal payments of three hundred twenty-five dollars (\$325.00) included in the first paycheck after February 1 and August 1 of each year, subject to standard payroll deductions.

**Section 4.** Uniforms and/or equipment damaged or lost through an employee's negligence or wrongdoing shall be replaced at the employee's expense.

### **Article 31 Training**

**Section 1.** When the Fire Chief requires and schedules employees for mandated training, such as but not limited to, EMT-A and Paramedic refresher courses, which are required to maintain employee certification, said training, shall be compensable, if the employee must attend the training on the employee's off-duty time. If the employee attends the training sessions while on duty, there will be no compensation due the employee.

**Section 2.** If the employee is to be compensated for time spent in training, as outlined in Section 1 above, compensation shall be at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Employees, who are on duty and in a mandatory training class, as outlined in Section 1 above, shall be compensated at the employee's regular rate of pay, with no additional compensation to the employee.

**Section 3.** Training not mandated, shall be at the sole discretion and approval of the Fire Chief.

### **Article 32 Rules & Regulations and Policy & Procedures**

**Section 1.** It is understood and agreed that the Township has the authority to promulgate reasonable work rules, regulations, policies, procedures, and directives to regulate the conduct of the employees whenever possible. The IAFF agrees that its members shall comply with all Fire Department rules, regulations, policies, procedures, and directives promulgated by the Township, including those relating to conduct and work performance.

**Section 2.** All matters mentioned in Section 1 above, will be reduced in writing and made available to all employees. One (1) copy of said rules and regulations, and policy and procedures, shall be furnished to IAFF.

**Section 3.** Any additions, deletions, or amendments to said rules and regulations or policy and procedures, which have been previously provided, shall be reduced to writing and submitted to

the IAFF at least seven (7) days prior to implementation, and posted on the departmental bulletin board prior to the effective date.

**Section 4.** In the event it is necessary for the Township to implement a new or amended work rule, policy or procedure on an emergency basis, this shall be implemented without benefit of advance notice to the IAFF. However, following implementation, the Township shall meet with the IAFF, within seven (7) calendar days to discuss said work rule, policy or procedure.

**Section 5.** Such rules, regulations, policies, procedures, and directives shall not be inconsistent with this Agreement. Changes to the department rules and regulations, and policies and procedures that effect the terms and conditions of this agreement shall be subject to the grievance procedure.

**Section 6.** No employee shall be assigned to perform any duty that is unrelated to firefighting; fire prevention; EMS/rescue work; care and maintenance of firefighting equipment and apparatus; or, to the normal cleaning required to maintain the quarters and area in which he/she is employed, in a clean and sanitary manner.

### **Article 33 Bulletin Board Space**

**Section 1.** The Township agrees to provide bulletin board space in the Fire Department for use by the IAFF.

**Section 2.** All IAFF notices of any kind posted on the bulletin board shall bear the written approval of an IAFF official or an official designee of the IAFF.

**Section 3.** The IAFF agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial matters, or criticism of the Township or any IAFF member.

**Section 4.** Upon request of the Fire Chief or Township official, the IAFF shall cause the immediate removal of any material posted in violation of this Article.

### **Article 34 Residency**

**Section 1.** There shall be no residency requirements for bargaining unit members.

### **Article 35 Waiver in Case of Emergency**

**Section 1.** In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Commissioners of Portage County, the Portage County Sheriff, the Federal or State Legislatures such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended.

- a. Time limits for the Employer's or IAFF's reply on grievances, and;

- b. All work rules and/or provisions of this agreement and practices relating to the assignments of all employees.

**Section 2.** Upon the official termination of an emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, and shall proceed from the point in the grievance procedure to which the grievances had properly progressed.

**Section 3.** Those provisions of this Agreement relating to the established rates of compensation shall not be waived during said emergencies as defined in Section 1 above.

**Section 4.** Any event as described in Section 1 above shall be deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

### **Article 36 Savings Clause**

**Section 1.** This Agreement shall supersede any present and future State and Local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation, shall not affect the validity of the surviving portions.

**Section 2.** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**Section 3.** If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the IAFF shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

**Section 4.** Any negotiated change must be reduced in writing and signed by both parties to be effective and incorporated into this Agreement.

### **Article 37 Successor Agreement**

**Section 1.** This agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location, or place of business of either party hereto.

### **Article 38 Negotiating Procedure**

**Section 1.** When a party serves a timely notice to negotiate pursuant to **Article 39 Duration** of this agreement, the parties shall abide by the negotiating ground rules established by this article.

**Section 2.** Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the membership of IAFF Local #4201. Upon ratification by IAFF Local #4201, the tentative agreement shall be subject to approval of the Ravenna Township Board of Trustees.

**Section 3.** All proposals shall be reduced to writing, typed and submitted to the other party in sufficient quantity to provide each member of the bargaining unit.

**Section 4.** Written tentative agreements shall be initialed by both parties indicating that those portions initialed are not subject to renegotiation unless both parties agree to do so. The initialed sections do not become effective until a full Agreement is approved and executed by both the IAFF and the Ravenna Township Board of Trustees.

**Section 5.** The Township and the IAFF shall each select its own bargaining team, which may consist of up to four (4) members. Members of the union bargaining team who are on duty during scheduled negotiating sessions shall suffer no loss of pay for participation in such sessions but will be available for responding to calls. If the parties anticipate utilizing any additional specialists with respect to benefits or other matters, they shall give the other party at least twenty-four (24) hours written notice.

**Section 6.** There shall be one designated spokes person (the Chief Negotiator) on each side, except that he may, on occasion, ask one of his team members to speak on a specific issue.

**Section 7.** It is agreed that during the negotiating period neither party will issue a statement regarding negotiations to the news media on a unilateral basis. If a statement, regarding negotiations should become necessary, the parties shall mutually agree upon the contents of a news release. If any member of the IAFF or the Ravenna Township Bargaining Committee violates this provision, this section shall lapse and shall no longer be of any force and effect.

**Section 8.** By mutual agreement, by both the Union and the Township, any of the previous sections may be waived.

### **Article 39 Duration of Agreement**

**Section 1.** This Agreement shall be effective as of October 1, 2012 and shall remain in full force and effect until September 30, 2015, unless otherwise terminated or reopened as provided herein.

**Section 2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days or later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

**Section 3.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The provisions of this Agreement constitute the entire agreement between the Township and the IAFF, and all prior agreements, either oral or written, are hereby canceled.

**Section 4.** This Agreement shall remain in full force and effect during the period of negotiations for a new agreement.

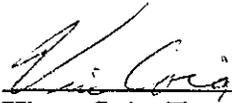
**Section 5.** Should either party wish to amend or modify any of the provisions of this Agreement at a time other than provided for in an Article, such proposed amendment or modification shall be only by written mutual consent of the parties.

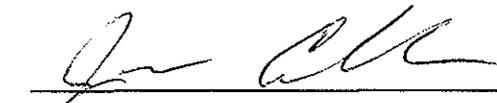
SIGNATURE PAGE

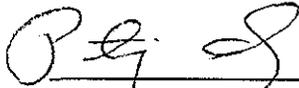
This Agreement is signed this 16th day of October, 2012, and shall continue in full force and effect until September 30, 2015.

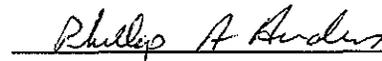
RAVENNA TOWNSHIP TRUSTEES

IAFF LOCAL #4201

  
\_\_\_\_\_  
Vince Coia, Trustee  
Ravenna Township

  
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IAFF Local #4201

  
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Pat Artz, Trustee  
Ravenna Township

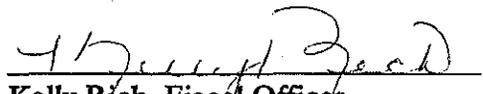
  
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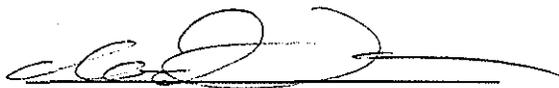
  
\_\_\_\_\_  
Hank Gibson, Trustee  
Ravenna Township

  
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IAFF Local #4201

  
\_\_\_\_\_  
Steve Bosso, Fire Chief  
Ravenna Township

  
\_\_\_\_\_  
Michael P. Taylor, Vice President  
3<sup>rd</sup> District, OAPFF

  
\_\_\_\_\_  
Kelly Rich, Fiscal Officer  
Ravenna Township

  
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Chad Murdock  
Attorney for Ravenna Township