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**ARTICLE 1  
PURPOSE**

This Agreement is entered into between the Springfield Township Board of Trustees, hereinafter referred to as the “Employer” and the International Association of Fire Fighters Local 3544, hereinafter referred to as the “Union”, and has as its purpose the following:

1.1 The mission of the Springfield Township Division of Fire and Rescue is to provide a responsive, cost effective service dedicated to quality fire and emergency medical services. The department is committed to the community, and supports the Springfield Township strategic objectives and vision.

1.2 To provide for the peaceful and equitable settlement of any differences which may arise between the parties.

1.3 To achieve better understanding between the parties.

This Article is non-grievable.

**ARTICLE 2  
RECOGNITION OF THE UNION**

2.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, benefits, working conditions, and terms and conditions of employment for those employees in the bargaining unit. Whenever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time as fire fighter-paramedic, dispatcher and lieutenant.

2.2 The Employer will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit unless it be through duly authorized representatives of the Union.

2.3 The following groups of employees are excluded from the bargaining unit:

- A. One (1) Fire Chief
- B. One (1) Assistant Chief
- C. Captain of Support Services
- D. Management clerical employees
- E. Temporary, volunteer and part-time employees
- F. Other Township employees

2.4 There shall be no discrimination by the Employer or the Union against any employee on the basis of such employee’s membership or non-membership in the Union. Additionally, neither the Employer nor the Union shall discriminate on account of race, color, creed, religion, sex or political affiliation. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

2.5 In the event a new position is established that is appropriate to this Bargaining Unit, the parties shall meet to resolve whether said position should be included in the Bargaining Unit. In the event the parties cannot resolve whether said position belongs in the Bargaining Unit, then the issue of inclusion/exclusion shall be presented to SERB for resolution.

**ARTICLE 3  
UNION BUSINESS**

3.1 Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, negotiations, conferences, and activities related to grievance procedure. Such representatives will not be paid for such activities. The Union President or designee shall be permitted to present and process grievances and attend grievance meetings during regular working hours without loss of pay, provided the normal operations of the Department are not disrupted and the Union President or designee does not leave his assigned station. The Union President or designee shall not abuse this right and shall notify their immediate supervisors when leaving and returning to work. The Union shall notify the Employer which employees have been selected to serve as Union President or designee for the purpose of processing grievances.

3.2 The Fire Chief shall attempt to conduct disciplinary hearings, investigations and grievance hearings at a time and place when the affected individual is on duty.

3.3 The Employer shall allow the Union to post Union notices on bulletin boards, purchased by the Union, and designated for such purpose, provided such notices and/or postings shall not be of a political, libelous, or scurrilous nature.

**ARTICLE 4  
UNION DUES**

4.1 The Employer, upon presentation of an "Authorization For Payroll Deduction" form (Exhibit A), individually and voluntarily completed by the Union member, agrees to deduct the established Union dues of such Union member each month and to transmit the same to the Union as soon as practicable but no later than fourteen (14) calendar days following the pay in which the dues were withheld. This authorization shall terminate only after the Union member notifies the Employer and the Union, in writing, to cancel the deduction of Union dues from his paycheck. This cancellation, however, may only be submitted sixty (60) days and no later than thirty (30) days prior to the expiration of this Agreement.

4.2 The Union agrees to indemnify the Employer from and against all claims made against the Employer which allege a violation of state or federal law on account of application of this Article, subject to the following provisions:

- A. The Union does not indemnify against any willful or negligent conduct of the Employer; and
- B. The Employer promptly notifies the Union of any claim made against the Employer; and
- C. The Employer permits the Union, at its expense, to participate in the defense of any claim.

4.3 The Employer agrees to remit the aggregate dues to the Treasurer of the Union. Neither the Union nor the employee shall have a claim against the Employer for errors in processing of deductions unless a written claim of error is made to the Employer within sixty (60) calendar days after the knowledge is gained. If it is found that an error is made, it will be corrected at the next pay period that Union dues deductions will normally be made.

**ARTICLE 5  
MANAGEMENT RIGHTS**

5.1 The Union recognizes and accepts the right and authority of the Springfield Township Trustees to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as:

- A. To retain sole and exclusive rights to manage its operations, buildings and functions;
  - B. To determine the functions and programs of the employer;
  - C. To determine the standards of services to be delivered;
  - D. To determine the overall budget;
  - E. To determine how technology may be utilized to improve operations;
  - F. To determine organizational structure;
  - G. To direct, supervise, evaluate or hire employees;
  - H. To maintain and improve the efficiency and effectiveness of operations;
  - I. To determine the overall methods, process, means or personnel by which operations are to be conducted;
  - J. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
  - K. To determine the adequacy of the work force;
  - L. To determine the overall mission of the employer as a unit of government;
  - M. To effectively manage the work force; and
  - N. To take action necessary to carry out the mission of the employer as a governmental unit.
- All other rights not expressly restricted by this contract are retained by Management.

5.2 If either party is required to negotiate during the term of this Agreement, the employer can implement a last and best offer after a reasonable period of negotiations. The Union reserves the right to grieve any policy implemented as a result of said negotiations.

**ARTICLE 6  
WORK RULES AND REGULATIONS**

6.1 Reasonable work rules shall be established by the employer.

6.2 The Union can grieve the reasonableness of work rules.

6.3 The Union will be provided with a copy of proposed work rules no less than ten (10) days before the effective date of said rules except in an emergency situation.

6.4 Work rules shall not violate an express provision of this Agreement.

6.5 The Union and the Springfield Township Trustees consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage management and employees to conduct themselves in a workmanlike and professional manner at all times.

6.6 The parties recognize that not all work rules or procedures can be reduced to writing. Further, the parties agree those policies, procedures, and other work requirements mandated by an external agency or jurisdiction are excluded from this Article.

6.7 The employer reserves the right to manage on a day-to-day basis.

**ARTICLE 7**  
**LABOR MANAGEMENT MEETINGS**

7.1 In the interest of sound industrial relations, a joint committee of no less than two (2), nor more than six (6) members, half of whom shall be from Management and half shall be from the Union, shall convene not less than once every calendar quarter, unless waived by mutual consent of the parties. The purpose of such meeting shall be to discuss subjects of mutual concern and shall not be considered an extension of collective bargaining. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the resolution of common issues; these meetings are not considered an extension of day-to-day communication between the employer and employees. Additional meetings may be requested by either party. Such meetings will be scheduled by mutual consent. The parties shall submit an agenda of the meeting at least seventy-two (72) hours prior to the date of such meeting.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

8.1 All newly hired employees shall be considered on probation for a period of twelve (12) months from the date of hire. Initial Probationary employees can be discharged at the discretion of the Employer with no contractual remedy available. 8.2 Employees promoted above their current classification shall serve a probationary period of six (6) months.

**ARTICLE 9**  
**SENIORITY**

9.1 Seniority for purposes of bidding and vacation selection shall be defined as an employee's length of continuous full time service from his date of hire within his classification with the Employer within the Department and Division. Seniority for all other purposes shall be defined as an employee's length of continuous service from his date of hire. New hires shall have a seniority date based on date of hire. In the event of two or more new hires having the same hire date, then seniority shall be determined by the last four digits of the Social Security number (the lower number shall be considered more senior than a higher number).

9.2 When employees in the bargaining unit are to be laid off, they shall be laid off in inverse order of seniority from the date of hire within the Department and Division.

9.3 An employee's seniority shall terminate in the following events:

- A. If he quits.
- B. If he is discharged for just cause.
- C. If absent more than ninety (90) days after termination of active duty military service. Employee must notify the Employer of his intent to return to employment within seven (7) days of his discharge.
- D. If absent for any reason without permission for three (3) consecutive work days.

**ARTICLE 10**  
**DISCIPLINARY PROCEDURES**

10.1 When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee.

10.2 Discipline shall be for just cause. Counseling shall not be considered as a step in the disciplinary process. Progressive discipline will normally be followed. The following penalties will be applied for each specific act of misconduct:

- First Offense -Verbal reprimand
- Second Offense -Written reprimand
- Third Offense -1 day suspension
- Fourth Offense -Suspension
- Fifth Offense -Dismissal

However, some offenses may allow for skipping disciplinary steps. Further, in the following situations the Employer may move immediately to suspension or dismissal for the first offense: Theft, Dishonesty, Falsification of a Report or Document, Neglect of Duty as relates to patient care, Insubordination, Drug or Alcohol Use, Incompetence and/or any negligent or willful breach of the Lucas County Emergency Medical Services Standard of Operating Procedures that affect patient care, Immoral Conduct and Discourteous Treatment of the public. Further, if an employee shall lose his paramedic license to perform his essential job duties, that employee shall be immediately placed on suspension, without pay, subject to disciplinary hearings if the employee cannot regain his license to practice as soon as possible as determined by the Employer.

10.3 Written Reprimand. In the event that a written reprimand is issued that is to be made part of the official personnel record of the employee, then the employee shall have five (5) days in which to request, in writing, a hearing before the Fire Chief if he so desires. If the matter cannot be resolved at such hearing, he shall have the opportunity to appeal the reprimand in the form of a grievance at the Step 3 level of the Grievance Procedure provided herein.

10.4 With respect to the types of prior discipline set forth below, such prior discipline imposed upon an employee shall not be considered in making a current disciplinary decision in accordance with the following schedule:

- A. Any verbal reprimand shall not be considered after six (6) months from the date of the reprimand provided that no further disciplinary action has been taken against the employee during the intervening six (6) months.
- B. Any written reprimand shall not be considered after twelve (12) months of the reprimand, provided that no further disciplinary action has been taken against the employee during the intervening twelve (12) months.
- C. Any suspension shall not be considered after twenty-four (24) months from the date of the suspension, provided that no further disciplinary action has been taken against the employee during the intervening twenty-four (24) months.
- D. At the time of evaluation employees may review their file to ensure that discipline has been properly removed.

10.5 When a suspension or discharge is being considered by the Employer, the affected individual shall be entitled to a hearing before the Chief, or his designee, prior to said suspension or discharge being implemented.

**ARTICLE 11  
GRIEVANCE PROCEDURE**

11.1 A grievance is a complaint regarding a specific violation of an express provision of the Agreement as to the meaning, interpretation, or application of said provision filed by an employee in the bargaining unit or the Union:

A. Step 1. The employee will first discuss the grievance with his supervisor, with a Union representative if he so desires, within thirty (30) calendar days of the events giving rise to the grievance. The supervisor shall attempt to adjust the matter and respond to the grievant within four (4) calendar days. Failing to obtain a satisfactory resolution, the employee may proceed in accordance with the following procedure.

B. Step 2. The employee shall reduce his grievance to writing. The employee and/or his Union representative shall present the grievance to the Fire Chief, or his designee, within five (5) calendar days of the answer from his supervisor. The Fire Chief shall attempt to resolve the complaint and shall respond in writing to the grievant within ten (10) calendar days.

C. Step 3. If the grievance remains unsolved, it shall be presented by the employee and/or his representative to a Chairman of the Township Board of Trustees and/or his designee within fifteen (15) calendar days after the response of the Fire Chief. The Trustee, or his designee, shall respond in writing within fifteen (15) calendar days. Either party may request a hearing prior to the formal response by the Trustee or his designee.

D. Step 4. If the decision of the Trustee, or his designee, is not satisfactory, then the Union shall notify the Employer and/or his designee in writing within ten (10) calendar days after the response that the grievance is to be submitted to arbitration. Either party may request the Federal Mediation and Conciliation Service, or any other mutually agreeable service to provide a list of five available arbitrators. Within ten (10) calendar days after receipt of such panel, the parties shall meet to select the arbitrator. The party to strike the first name shall be chosen by lot.

11.2 The arbitrator shall render a decision within thirty (30) calendar days from the date the record is closed. A thirty (30) calendar day extension may be granted by mutual consent of the parties.

11.3 Arbitration shall be limited to matters concerning the interpretation or application of express provisions of this Agreement. The arbitrator shall not decide any matter or give a decision that is contrary to the legal duties of the Springfield Township Trustees.

11.4 The Employer and the Union shall each pay any expenses incurred with respect to preparation and presentation of its case to the arbitrator. Any expense incurred with respect to the services of the arbitrator shall be borne by the losing party. In the event of a split decision, the parties shall share equally in the expenses of the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

11.5 Failure by the Union to present or appeal a grievance(s) in accordance with the time limits set forth in this procedure shall result in the grievance being dismissed. The parties may, by mutual agreement, extend any time limits set forth herein.

11.6 In computing any period of time allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. Responses to grievances by the Employer shall be considered served if delivered to the employee or an on-duty Union representative.

**ARTICLE 12  
LIMITS ON BIDDING RIGHTS**

12.1 Employees covered under this Agreement shall have the right to apply and be considered for any positions created by the Springfield Township Fire Department, but the appointment to those positions shall be strictly the right of the Employer. The parties to this Agreement recognize that the employees covered by this Agreement perform Lieutenant, Fire Fighter-Paramedic and Dispatcher functions for the Township.

12.2 Bargaining Unit employees can apply for posted job openings at the same time that the Employer will solicit applicants from the outside. The employer will select the most qualified individual.

**ARTICLE 13  
TRANSFERS**

13.1 In the event of an opportunity for a lateral transfer within a specific classification within the bargaining unit, such transfer shall be governed by the following:

1. Such transfer shall be announced on the bulletin board for a period of at least six (6) working days.
2. In the event more than one bargaining unit employee submits a written bid to the Employer, the position shall be filled by the most senior qualified employee. Qualified shall include work record, attendance, disciplinary record, and job qualifications. The Employer can award the position to someone outside the bargaining unit if the Employer determines no one in the bargaining unit is qualified.

**ARTICLE 14  
JOB DESCRIPTIONS AND JOB DUTIES**

14.1 All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with their job description. Job duties will ultimately be determined by the Employer provided said job duties do not violate an express provision of this Agreement.

**ARTICLE 15  
HOURS OF WORK**

15.1 Employees will be assigned to a 12 hour shift, with starting time for lieutenants and fire fighter-paramedics at 0700 or 1900 hours and for dispatchers at 0600 or 1800 hours. Employees will work three consecutive shifts followed by three consecutive days off duty.

**ARTICLE 16  
OVERTIME**

16.1 Fire Fighter-Paramedics and Lieutenants employed in their respective job classifications as of January 6, 2005 shall be paid overtime as follows: -From the pay period beginning closest to October 1, 2004 until the pay period beginning closest to February 15, 2005 at the rate of one and one-half (1-1/2) times per base rate for any hours worked in excess of eighty hours per pay period in active pay status. -From the pay period beginning closest to February 16, 2005 until the pay period beginning closest to February 15, 2006 at the rate of one and one-half (1-1/2) times per base rate for any hours worked in excess of eighty-four hours per pay period in active pay status. -From the pay period beginning closest to February 16, 2006 until the pay period beginning closest to September 30, 2007 at the rate of one and one-half (1-1/2) times per base rate for any hours worked in excess of ninety-six hours per pay period in active pay status. Lieutenants and fire fighter-paramedics hired into their respective job classification after January 6, 2005 shall be paid at the rate of one and one-half (1-1/2) times per base rate for any hours worked in excess of ninety-six (96) hours per pay period in active status. Dispatchers will be paid at the rate of one and one-half times per base rate for any hours worked in excess of 40 hours per week. Active pay status includes vacation time, but excludes sick leave.

16.2 Overtime must be approved in advance by management.

16.3 Overtime will be mandatory when necessary. An employee will not leave his post until properly relieved by oncoming personnel. If an employee calls off, the on-duty personnel that he is to replace will remain on the job until properly relieved by either (1) a part-time person, (2) a full-time person working overtime, or (3) the employee will remain on duty and it will be mandatory for him to work the overtime. The Employer will maintain a rotational overtime list. When calling full time personnel in for overtime, if no employee wants the overtime, then the lowest in seniority employee will be mandated to work.

16.4 An employee can only be forced to work mandatory overtime once per week. If the need for mandatory overtime exists after the lowest employee in seniority has already been forced to work once that week, then the mandatory overtime will go to the second least senior and so on in reverse order through the seniority list. In the event that an employee who has been forced once is working with a part time employee and is unsuccessful in forcing an off duty employee into work, that person will be required to remain on duty until properly relieved.

**ARTICLE 17  
SICK LEAVE**

17.1 Sick leave credit shall be earned at the rate of .0575 per hour in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred twenty-six (126) hours per year. Unused sick leave shall accumulate without limit. 17.2 Sick leave shall be charged in minimum units of two hours. An employee shall be charged for sick leave only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Elective medical treatments including medical appointments require eight (8) calendar days advance notice. Employees are required to give one (1) hour notice when using sick leave unless such notice is impossible to give. 17.3 The Employer can require medical verification and/or take disciplinary action if excessive use of sick leave or abuse of sick leave is suspected. (Examples would be patterned use of sick leave, consistent one day sick leave usage, and limited amount of sick leave on books without prior medical verification.)

17.4 Sick leave shall be granted to an employee for the following reasons:

A. Illness or injury of the employee.

B. Serious illness or injury of a member of the employee's immediate family provided that the employee's absence from work is required because of a serious hardship to his immediate family. Immediate family is defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in the place of a parent.

17.5 The Employer shall require an employee to furnish a standard written, signed statement to justify the reason for the use of sick leave. If medical attention is claimed by or required by the employee, a certificate stating the nature of illness or injury from a licensed physician may be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

17.6 Employees with an illness or disability who miss two twelve (12) hour shifts shall be required to furnish a statement from his physician notifying the Employer that he was unable to perform his duties. Employees returning to work after an injury, illness or operation attended by a physician shall be required to have a physician's statement indicating the employee is physically capable of returning to work.

17.7 Employees will not be allowed to automatically use any other earned or unearned time for purposes of sick leave.

17.8 Employees can use up to thirty-six (36) hours of sick leave for purposes of funeral leave for immediate family. Immediate family is defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in the place of a parent.

## **ARTICLE 18 INJURY LEAVE**

18.1 Any employee who qualifies for temporary total disability payments through the Ohio Bureau of Workers' Compensation shall be entitled to an injury leave during the period of time ending three hundred-sixty-five (365) calendar days after the date of the original injury or the onset or diagnosis whichever is later of the occupational disease that is the subject of the Workers' Compensation claim. During the first thirty days of this three hundred-sixty-five (365) calendar day injury leave, the employee's salary shall be continued at its then current level. The employee will be required to reimburse the Township for this thirty day advance against Workers' Compensation payment. Failure to reimburse shall be grounds for discharge.

## **ARTICLE 19 EDUCATIONAL LEAVE**

19.1 Employer will continue to offer mandatory training including required C.E. training.

**ARTICLE 20  
SAFETY AND HEALTH**

20.1 Each employee is responsible for his individual safety performance. Each supervisor also has the responsibility to create a climate of safety awareness. Safety and loss prevention must be considered as an integral part of every job. It is the responsibility of each employee to comply with safety rules and to attempt to work in such a manner as to prevent injuries to himself and his fellow employees. Unsafe working conditions should be brought to the immediate attention of the Immediate Supervisor. Unsafe working conditions that are not abated will be reported to the Fire Chief. Unresolved issues regarding alleged unsafe working conditions can be grieved directly to the Trustees level.

20.2 Any employee sustaining an injury should inform their supervisor. All injuries, however slight, must be reported, in writing within 36 hours.

**ARTICLE 21  
WAGES**

*DISPATCHER*

NEW HIRE 6-12 MONTHS 1 YEAR + \_\_\_\_\_

10/1/2004 \$ 11.54 \$ 12.04 \$ 12.54

10/1/2005 \$ 11.92 \$ 12.42 \$ 12.92

10/1/2006 \$ 12.31 \$ 12.81 \$ 13.31

17

*FIRE FIGHTER-PARAMEDIC*

NEW HIRE 6-12 MONTHS 1 YEAR + \_\_\_\_\_

10/1/2004 \$ 15.68 \$ 16.18 \$ 16.68

10/1/2005 \$ 16.18 \$ 16.68 \$ 17.18

10/1/2006 \$ 16.70 \$ 17.20 \$ 17.70

*LIEUTENANT*

NEW HIRE 6-12 MONTHS 1 YEAR + \_\_\_\_\_

10/1/2004 \$ 17.01 \$ 17.51 \$ 18.01

10/1/2005 \$ 17.55 \$ 18.05 \$ 18.55

10/1/2006 \$ 18.11 \$ 18.61 \$ 19.11

**ARTICLE 22  
INSURANCE**

22.1 The Employer agrees to provide group health insurance coverage for each bargaining unit employee. Employees may opt for single or family (dependent) coverage.

22.2 The plan shall contain an 80%-20% co-insurance (co-payment) provision prior to 100% payment, except as otherwise provided herein. The employee shall be responsible for payment of the employee deductible and co-insurance as provided in the plan. The Employer shall reimburse an employee the difference between the health insurance deductible amounts on a calendar year basis as set forth below:

Employee Maximum Difference/  
Deductible Reimbursement

Single \$ 200.00 \$ 1,000.00 \$ 800.00

Family \$ 400.00 \$ 2,000.00 \$ 1,600.00

It shall be the employee's responsibility to provide the Employer with the appropriate documentation to show that the employee deductible has been assumed by the employee. Such documentation shall be provided to the Employer between January 15 and April 15 of the year following the incurring of such payment.

22.3 The Employer will provide dental and optical coverage for bargaining unit employees.

22.4 Life insurance shall be maintained for bargaining unit members.

22.5 Either party may reopen for purposes of negotiation this Article of the Agreement on or after August 1, 2005, August 1, 2006 and August 1, 2007. In the event such notice is given, the parties shall proceed in accordance with the provision of Section 4117 of the Ohio Revised Code.

22.6 The parties shall establish a Cost Containment Committee consisting of management representatives and representatives of all bargaining units which will meet regularly to discuss health insurance issues.

### **ARTICLE 23 UNIFORM ALLOWANCE**

23.1 Upon appointment to the Springfield Township Fire Department as a full time lieutenant or fire fighter-paramedic, the employee shall receive from the Employer the following:

- A. Four (4) pairs of trousers
- B. Four (4) blue shirts (two long sleeves, two short sleeves)
- C. One (1) black belt
- D. One (1) nameplate
- E. One (1) badge
- F. One (1) four season jacket with removable lining  
(Blauer or equivalent)

23.2 The Employer shall furnish protective gear. Such protective gear shall include:

- A. One (1) coat
- B. One (1) pair night pants with boots
- C. One (1) helmet
- D. One (1) suspenders
- E. One (1) pair gloves
- F. One (1) Nomex hood
- G. One (1) fit tested SCBA face piece

23.3 All full-time lieutenant and fire fighter-paramedic employees shall receive a semi-annual uniform allowance of \$300.00 effective 1/1/05; \$310.00 effective 1/1/06; and \$320.00 effective 1/1/07. Said allowance shall be paid on the first pay check in January and on the first pay check in July.

23.4 Upon appointment as a Springfield Township full time dispatcher the employee shall receive from the employer the following:

- A. Four (4) pairs of trousers
- B. Four (4) blue shirts (two long sleeves, two short sleeves)
- C. One (1) black belt
- D. One (1) nameplate
- E. One (1) badge

23.5 All full-time dispatcher employees shall receive a semi-annual uniform allowance of \$226.00 effective 1/1/05; \$236.00 effective 1/1/06 and \$246.00 effective 1/1/07. Said allowance shall be paid on the first pay check in January and on the first pay check in July.

23.6 It is the employee's responsibility to make sure that uniforms are in good shape and serviceable at all times. If the employee exhausts his uniform allowance funding and does not have a uniform in proper condition, then the employee must furnish such uniform at his own expense.

## **ARTICLE 24 VACATION**

24.1 A. Employees shall receive and earn vacation as follows:

- 1 year 2 weeks
- 7 years 3 weeks
- 14 years 4 weeks
- 20 years 5 weeks

B. A week is defined as forty- two (42) hours for purposes of this Article.

C. Employees are permitted to utilize their earned vacation in six hour increments or more. Employees will only be permitted to use this Section if their is sufficient coverage as determined by the Employer.

24.2 Seniority utilization shall be observed for purposes of scheduling vacation time with the most senior employee electing his choice first and then the second, and so on down the list. Management reserves the right to deny vacation requests due to operational needs.

24.3 In the event an employee is unable to utilize his vacation time off with pay, said employee may carry over his earned vacation from year to year up to and including a three (3) year period. However, at the end of a three (3) year period said earned vacation must be paid to said employee.

## **ARTICLE 25 HOLIDAYS**

25.1 Employees shall receive the following paid holidays as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

25.2 For employees to receive holiday pay computed on the basis of eight (8) hours pay for those days listed herein, the employee must be at work or on approved leave of absence or bona-fide medical emergency his last scheduled day preceding the holiday and his first scheduled day following the holiday.

25.3 Employees who are required to work on any of the holidays listed herein shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in addition to the holiday pay defined herein.

**ARTICLE 26  
PENSION**

26.1 The full-time lieutenants and the full time fire fighter-paramedics shall participate in the Police and Fire Pension Fund. The full-time dispatchers shall participate in PERS. The parties agree to implement the “pension pick-up”.

**ARTICLE 27  
SICK LEAVE CASH-OUT AT RETIREMENT**

27.1 An employee, at the time of retirement, with ten (10) or more years of service, shall receive a cash payment for one-fourth (1/4) of their accrued but unused sick leave credit. Payment of unused sick leave shall be considered to eliminate all sick leave accrued at that time. An employee who dies in the line of duty shall receive a cash payment of one-half (1/2) of their accrued but unused sick leave. Such payment shall be made to the next of kin as designated by the employee or to his estate in the event no person was named as beneficiary prior to the death of the employee.

**ARTICLE 28  
LIQUIDATION OF EMS**

28.1 The Springfield Township Trustees shall notify its employees and the Union, thirty (30) calendar days prior to the liquidation of EMS. Any employee who is working at the time such notice of liquidation of EMS is given shall continue working during such thirty (30) calendar day period or shall be given one (1) day’s pay at his/her regular straight-time rate of pay for an eight (8) hour pay period which he/she does not work by reason of such liquidation of EMS. Employees covered by this Article shall be allowed to cash out up to 50% of available Sick Leave. Employees covered by this Article shall be allowed to cash out any available vacation time.

**ARTICLE 29  
SUPERVISORY DUTIES AND RESPONSIBILITIES**

29.1 Any bargaining unit employee in a supervisory position (example lieutenants) will not act contrary to management’s interest. Any supervisor will not be an adverse witness against the employer in any grievance matter under this collective bargaining agreement in which the supervisor acted in an official capacity. Any supervisor will faithfully carry his supervisory duties without regard to Union interest and Union membership.

**ARTICLE 30  
MILITARY LEAVE**

30.1 The Township is committed to supporting any employee who is required to report for military duty (active or reserve). The Township will follow all Federal and State Statutes designed to protect employment rights of military personnel.

30.2 Any employee ordered to military service should meet as soon as possible with the Fire Chief in order to fill out any required paperwork.

**ARTICLE 31  
COURT TIME**

31.1 The employer shall grant full pay and benefits to any employee that is subpoenaed for any court or tribunal hearings for matters within the scope of his employment or for jury duty. All compensation received for court or jury duty shall be remitted by the employee to the employer unless such duty is performed outside of regular working hours.

**ARTICLE 32  
INOCULATIONS**

32.1 Employees who are exposed to increased risks of infectious diseases as a result of their duty requirements may receive at Township expense, appropriate inoculations for protection against this disease. This service must be approved by the Fire Chief or his designee based on reasonable medical evidence. This service will be performed by a physician hired by the Township or by the employee's family physician if that person is more readily available. The cost of the inoculation will be paid directly by the Township to the medical care provider. Inoculations are voluntary and are provided for the protection of Township employees.

32.2 If an employee suffers work-related injury, which is approved as a workers' compensation claim through the State of Ohio, and he/she requires inoculations or immunizations, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the Township insurance provider then the Township will pay for these inoculations also.

**ARTICLE 33  
TUITION REIMBURSEMENT**

33.1 The employer will provide the opportunity for tuition reimbursement for job related courses as determined by the Fire Chief. All courses and reimbursement decisions are subject to prior approval from the Fire Chief. Tuition cost will be reimbursed upon documented presentation of a "C" or 2.0 grade or better.

This Article if not grievable.

**ARTICLE 34  
PYRAMIDING**

34.1 There shall be no pyramiding of overtime.

**ARTICLE 35**  
**DURATION OF AGREEMENT**

35.1 This Agreement shall be effective as of October 1, 2004, and shall remain in full force and effect until September 30, 2007. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) calendar days prior to the anniversary date that it desires to modify the Agreement.

FOR THE UNION:

Union President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Designee: \_\_\_\_\_

Designee: \_\_\_\_\_

FOR THE EMPLOYER:

Trustee President: \_\_\_\_\_

Trustee: \_\_\_\_\_

Trustee: \_\_\_\_\_

***EXHIBIT A***

**AUTHORIZATION FOR PAYROLL DEDUCTION**

NAME \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

TO: SPRINGFIELD TOWNSHIP

I hereby authorize the Employer to deduct the sum of \$ \_\_\_\_\_ from my wages each month for dues in IAFF, Local 3544 effective \_\_\_\_\_. It is my understanding that this authorization can only be revoked, by submission in writing to the Employer and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to expiration of the Agreement between the parties. I also hereby authorize the Employer, to accept and honor the written requests of IAFF, Local 3544, signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

DATE: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## **EXHIBIT B**

### **DRUG POLICY**

#### **PURPOSE**

To provide a safe, drug-free work environment to ensure an employee's health and job performance.  
To provide guidelines for the consistent handling of drug use violations in the Department.

#### **POLICY**

1. Use of Alcohol and Drugs :
  - a. Employees shall not possess, sell or use alcohol or illegal drugs nor abuse prescribed controlled substances while on duty or on Township property.
  - b. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of controlled substances except as provided in subparagraph c below.
  - c. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
2. Drug Dependency Treatment: Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. Conscientious efforts to seek help will not jeopardize an employee's job and will not be noted in any personnel records. If an employee advises the Township of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive treatment. If so, the leave provisions of Item 2 will apply. However, a drug/alcohol related problem will not excuse any violation of Township rules. Chemical dependencies are treatable. Employees covered by Township sponsored health insurance shall have limited coverage for treatment of chemical dependency. Any costs associated with the treatment that are not covered by insurance will be the responsibility of the employee.

#### **PROCEDURE**

1. Drug/Alcohol screenings: Will be conducted in the following instances. Pre-employment Township physicals, including a drug/alcohol screen, are required of all potential employees. The Township does not hire applicants who test positive because being under the influence of drugs is likely to affect job performance. Physical examinations conducted on employees returning from a medical or disability leave of absence may include a drug/alcohol screen. When there is a reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a controlled substance at work or is working or reporting to work under the influence of illegal drugs/alcohol, or an abused or controlled substance, that employee shall be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. A determination that reasonable suspicion exists that an employee has engaged in prohibited conduct regarding alcohol or controlled substances shall be made by a supervisor who has received training in and accordance with the FHWA regulations regarding the detection of the use of controlled substances or alcohol as set forth in 49 CFR §382.603. Such training shall be provided by having the Supervisor receive training in accordance with the FHWA regulations, and he shall, in turn, train other supervisors.

A written record shall be made of the observations leading to a controlled substance or alcohol reasonable suspicion test and signed by the supervisor who made the observations within 24 hours of the observed behavior or before the results of the controlled substances or alcohol test are released, whichever is earlier. If possible the employee's Union representative will be present when the employee is first told that he/she will be required to submit to a reasonable suspicion test. Any

statements made by the employee at any later point when the Union steward is not present while the employee is being transported to and from the testing site and while at the testing site shall not thereafter be introduced in or otherwise used against him in any subsequent disciplinary investigation or hearing. The employee will continue to be maintained on the regular payroll during all times of the testing. However, if a positive test result occurs, then those hours spent awaiting the test results shall be charged against the employee's accrued sick time or vacation time. If neither is available said time shall be considered unpaid.

As soon as practicable following an accident involving a motor vehicle which resulted in bodily injury or property damage the Township may test the employee driver for controlled substances or alcohol. Once the employee driver presents himself to the supervisor for testing, he shall be maintained on the regular payroll. However, if a positive test result occurs, then those hours spent following the accident awaiting the test results shall be charged against the employee's sick time. Testing will require that the employee provide a urine, breath and/or blood sample or any other tests available and scientifically accepted. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the Township. Refusal to sign the authorization form or to submit immediately to a requested drug or alcohol test will be considered insubordination and will subject the employee to discharge. The medical testing facility to be used for alcohol and controlled substances testing shall be certified and operate in accordance with 49 CFR Part 40. The controlled substances test will include only Marijuana, Cocaine, Opiates, Amphetamines and Phencyclidine. If the CFR's subsequently include other substances, those shall be tested as well.

2. Rehabilitation and Counseling: Any positive test results will result in the employee being relieved from duty. The cutoff levels for a positive initial test and for confirmation tests using GC/MS shall be those set forth in 49 CFR §40.29. The cutoff level for alcohol shall be as set forth in 49 CFR §382.201 which is currently an alcohol concentration of 0.04 or greater. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible. Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave. Otherwise, the leave will be unpaid. Treatment programs acceptable to the Township under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate State licensing agency. The Township will require written verification that an employee is participating in or has completed a treatment program.

3. Disciplinary action is appropriate in the following instances:

- a. Any employee who is in the possession of, sells, or uses alcohol or illegal drugs or illegally possesses, sells or uses a controlled substance while on the job, shall be subject to discharge.
- b. Any employee who works or reports to work under the influence of alcohol, controlled substances, or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. This includes prescribed over-the-counter drugs not reported to a supervisor as required by Section 1.c above. The type and severity of discipline will depend on

all the circumstances, including, but not limited to, nature of substance, level of concentration, employee's explanation, record, and willingness to enter a rehabilitation program if treatment is appropriate.

c. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to discharge.

4. Appeal :The employee will have the opportunity to discuss the positive test results with the Township and may, at the employee's own expense, have another test run on the split sample in accordance with 49 CFR Part 40. Any employee may appeal action taken by the Township under this policy through the Grievance Procedure.

5. Random Testing: If there are two (2) for-cause testing's which produce a positive result during the life of this Agreement, then the Township may institute a random testing program. The specifics of said program will be negotiated between the Township and the Union.

### ***EXHIBIT C***

#### **Overtime Transitional Pool**

There is a \$15,000.00 overtime transitional bonus pool established. This is to be shared equally among all persons employed as full time fire fighter-paramedics or lieutenants as of January 6, 2005 provided they are employed in the classification of fire fighter-paramedic or lieutenant on the date when the bonus is distributed.

- \$5,000.00 will be distributed among the eligible employees on October 1, 2005.
- \$10,000.00 will be distributed among the eligible employees on October 1, 2006.