

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BERLIN TOWNSHIP

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

LOCAL NO. 5225

July 1, 2023 - June 30, 2026

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ARTICLE 1
AGREEMENT

Section 1.1 **Agreement** This Agreement is made and entered into by and between the Berlin Township, Delaware County (the “Township”), and the Berlin Professional Firefighters, International Association of Professional Fire Fighters, Local 5225 (the “Union”).

ARTICLE 2
PURPOSE

Section 2.1 **Purpose** This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the Township, and the Union and its bargaining members, and to establish wages, hours, terms, working conditions and conditions of employment.

ARTICLE 3
LEGAL REFERENCES

Section 3.1 **Governing Law** This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Chapter 4117 of the Ohio Revised Code and shall be subject to all applicable laws of the State of Ohio.

Section 3.2 **Severability** Should any part of this Agreement be held invalid by operation of law or Court Order, or should a Court temporarily or permanently enjoin or restrain compliance with or enforcement of any part of the Agreement, such action shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this agreement, and upon written request by either party, the parties to this agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 4
RECOGNITION

Section 4.1 **Recognition.** The Township recognizes the Union as the exclusive bargaining agent for the purposes of collectively bargaining the wages, hours, and other terms and conditions of employment of the bargaining unit herein.

Section 4.2 **Bargaining Unit.** The bargaining unit shall consist of all full-time Firefighters and Captains employed by the Township, per the State Employment Relations Board’s Certification in Case No. 2019-REP-09-0092. All such members of the bargaining unit will be referred to in this Article as a “member” or “members”. All others, including the Fire Chief, all part-time employees and all casual or seasonal employees are excluded.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1 **Joint Pledge** As may be provided by applicable law, neither the Township nor the Union shall unlawfully discriminate against any member on the basis of race, color, religion, sex, national origin, disability, age, membership or non-membership in the Union, or any activity or characteristic protected by law.

Section 5.2 **Township Pledge** The Township agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint, or coercion by the Township against any member because of Union membership or because of any member activity in an official capacity on behalf of the Union as authorized by this agreement.

Section 5.3 **Union Pledge** The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee or non- bargaining unit employee who exercises the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 **Management Rights.** The Union recognizes the right and authority of the Township to administer the business of the Township, and that the Township has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations, policies and procedures and to otherwise exercise the prerogative of management, which more particularly include, but are not limited to, the following, unless otherwise modified by express terms in this agreement:

1. Determine the size and composition of the Township's workforce, the organizational structure of the Township and the methods by which operations are to be performed by the Township employees.
2. Determine and manage the Township's budget.
3. Determine the nature, extent, type, quality, and level of services to be provided to the public by the Township's employees and the manner in which those services will be provided.
4. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials the Township's employees shall use.
5. Restrict the activity of an employee organization on Township time.

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6. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting employees.
7. Assign work, subcontract work, establish and/or change working hours, schedules and assignments as deemed necessary by the Township to assure efficient operations.
8. Direct and supervise employees and establish and/or modify standards, methods, rules and regulations, and policies and procedures applicable to the Township employees.
9. Hire, evaluate, promote, retain, transfer (permanently or temporarily), and assign permanent employees.
10. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause.
11. Lay off or furlough employees, because of lack of work, lack of funds or due to the reorganization of Township offices.
12. Direct and supervise employees.
13. Enter into, without restriction, contract(s) with other political subdivisions to provide mutual aid or automatic response to other communities.

The rights and powers of the Township not explicitly limited in this Agreement, remain vested exclusively in the Township.

ARTICLE 7
WORK RULES

Section 7.1 The Union recognizes the right and authority of the Township to promulgate rules and regulations governing the operations of the Department and the conduct of its employees. The Township agrees that to the extent practicable, work rules shall be reduced to writing and provided to all members in advance of their enforcement. The Township agrees to apply work rules uniformly and consistently, taking into consideration the surrounding circumstances.

ARTICLE 8
WAIVER IN CASE OF EMERGENCY

Section 8.1 **Emergency.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Delaware County Commissioners, Berlin Township, the Federal or State Legislature, the Delaware County Sheriff or the Fire Chief, such as acts of God, pandemics or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Township or Union replies on grievances;

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- B. Approved leaves of absence, and whether and when to approve leaves of absence;
- C. Hours of work;
- D. Selected work rules, agreements and practices relating to the assignment of all employees.

Section 8.2 Termination of Emergency. Upon termination of the emergency, should unresolved grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

ARTICLE 9
DUES DEDUCTIONS

Section 9.1 Dues Deduction. The Township agrees to deduct Union membership dues in accordance with this Article. The Township agrees to deduct regular Union membership dues during each pay period from the pay of a Union member in the bargaining unit upon receiving written authorization signed individually and voluntarily by the member. The deducted dues will be submitted to the Union Treasurer each month. The signed payroll deduction form must be presented to the Township by the member. Upon receipt of the authorization, the Township will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the Township. No other employee organization's dues shall be deducted from any member's pay for the duration of this agreement.

Section 9.2 Indemnification. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article or the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings arising from deductions made by the Township pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 9.5 Cessation. The Township shall be relieved from making such individual dues deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the authorization by the employee for the Township to deduct dues; or (6) resignation by the employee from the Union.

Section 9.6 Errors. The parties agree that neither the employees nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within sixty (60) calendar days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected by deducting the proper amount within thirty (30) calendar days after the Fiscal Officer receives written notice of the error.

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Section 9.7 **Rate.** The rate at which dues are to be deducted shall be certified and sent to the Fiscal Officer by the treasurer of the Union during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in an individual's dues deductions.

Section 9.8 **Deferred Compensation Plan.** The Township agrees to make payroll deductions for up to two employee Deferred Compensation Plans offered during the term of this Agreement.

ARTICLE 10
UNION REPRESENTATION

Section 10.1 **Management Rights.** No member shall be discharged, disciplined or discriminated against because activity on behalf of the Union which does not interfere with the discharge of his/her duties or any assignments, violations of law or violation of provisions of this Agreement.

Section 10.2 **Local Officers Time Off.** The Local shall have the opportunity to use up to 96 hours of their own accrued and unused vacation or compensatory time to attend Union meetings or trainings. This time shall be used by the Local President or his designee. This leave will be scheduled and not result in the creation of overtime, unless the Chief, in his sole discretion which shall not create precedent or past practice, approves the leave notwithstanding the creation of overtime. This leave shall not be used for political activity lobbying or protesting.

One member of the bargaining unit may attend contract negotiations during their paid shift, but must leave the negotiations to attend to calls for service if necessary.

ARTICLE 11
LABOR MANAGEMENT MEETINGS

Section 11.1 **Meetings.** The Parties ~~agree to~~ **may** convene labor-management meetings semi-annually, or more often if requested, in the interest of sound labor relations. The parties may meet on a mutually agreeable day and time. The labor-management meetings will be attended by a Trustee, the Fire Chief and the Assistant Chief, or their designees, and a full-time Firefighter, Captain and the local Union President, or the President's designee.

Section 11.2 **Agenda.** At least five (5) calendar days in advance of such scheduled meeting, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending.

Section 11.3 **Special Meetings.** If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible. Meetings will be held in accordance with the requirements of the Ohio Revised Code and members of the union shall not be subject to discipline or discrimination based on the issues raised at such meeting.

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Section 11.4 **Scope.** Labor management meetings are not intended to be negotiation sessions to alter or amend the basic agreement, or to be part of the grievance process. Nor is either party required to continue meeting after the third hour.

ARTICLE 12
BALLOT BOXES

Section 12.1 The Union shall be permitted, upon prior notification to the Fire Chief, to place ballot boxes at Department Headquarters in the day room, for the purpose of collecting member's ballots on all Union issues subject to ballot. The ballot box shall be immediately removed at the conclusion of the election. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents are subject to the Township's review. Responsibility for the boxes and their contents, and its security, rests with the Union. Use of the boxes shall not interfere with the operations of the Township.

ARTICLE 13
BARGAINING UNIT MEETINGS

Section 13.1 The Union shall be permitted upon prior notification to hold meetings, for the Union members at Departmental Headquarters.

Section 13.2 If available, with at least 48 hours' notice to the Fire Chief, the Township agrees to hold the requested location open for use by the Union on the date and at the time requested. The Fire Chief may, in his discretion, cancel the meetings for health and safety reasons.

Section 13.3 Union members on duty at the time of the meeting shall be permitted to attend for up to two (2) hours so long as the meeting does not interfere with the operations of the Township, as; approved by the Fire Chief.

ARTICLE 14
BULLETIN BOARDS

Section 14.1 **Bulletin Board.** The Township agrees to provide space for a bulletin board in an agreed upon area of the fire house for use by the Union. It is agreed that where, in opinion of the Employer, bulletin boards are already available, the Township may permit the Union use of said bulletin boards.

Section 14.2 **Postings.** All Union notices which appear on the bulletin board shall be signed, posted and removed by the local Union President or his designee. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration, employee, citizen or organization;

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- C. Attacks on and/or favorable comments regarding a candidate for Township office, or in any employee organization.

The Union will immediately remove all outdated material or material that violates this Article.

ARTICLE 15
PROBATIONARY PERIODS

Section 15.1 Initial Probation. Upon appointment, a member will be required to successfully complete a one (1) year probationary period during which time the member shall serve at the pleasure of the Township as an at-will employee, subject to termination with or without cause, and shall have no recourse to the Grievance Procedure except for non-disciplinary matters, nor may the member appeal a removal to the Court of Common Pleas pursuant to Section 505.38 and 733.35, et seq. of the Ohio Revised Code.

Section 15.2 Promotional Probation. A newly promoted member will be required to successfully complete a probationary period in such member's newly appointed position. The promotional probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue for a period of one (1) year. A newly promoted member who evidences unsatisfactory performance may, at the option of the member, be returned to the member's former classification at any time during the member's probationary period, provided that the member shall be reinstated to the former rank and salary held by such member immediately prior to the promotion, with full credit for service being given for time served during the promotional probationary period. If so returned, the member shall have no recourse to contest the return and resultant demotion through the court system and shall have no recourse to the Grievance Procedure concerning probationary demotion. A member may also be disciplined for their conduct pursuant to Article 9 of this Agreement.

Section 15.3 Extension of Probationary Period. The Township, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in this Article for an additional period not to exceed six (6) months. In the event of such extension, the affected member shall continue as a probationary member for such time as determined by the Township (not to exceed six (6) months). Any extensions of a member's probationary period beyond six (6) months shall only be implemented after a discussion and upon the written approval of the Union President and the affected member. During an extended probationary period, the affected member may be terminated at any time, and the affected member shall have no recourse to the Grievance Procedure except for non-disciplinary matters, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.38 and 733.35, et seq. of the Ohio Revised Code.

ARTICLE 16
LAYOFF AND RECALL AND DEMOTIONS

Section 16.1 Notice. When the Township determines that a layoff or job abolishment is necessary, it shall notify the effected members twenty-one (21) calendar days or more in advance of the effective date of lay-off or job abolishment. A job abolishment under this Article shall be

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the equivalent of a layoff. The notice shall be deemed given at the time the Township places the notice in the mail to be sent by certified mail to the member's home address of record, when placed in the member's Berlin Township Fire Department mailbox, or hand delivered to the member such that notice is received on or before the thirteenth day prior to the layoff or displacement action. The notice shall contain the following information:

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

Section 16.2 Order of Layoffs. Layoff among full-time employees shall occur in the order of Classification Seniority in the job classification in which the Township determines to layoff, with the least senior employee laid off first.

Section 16.3 Bumping Rights. Employees may bump and be bumped in such a manner that employees in higher classification may bump less senior employees in lower classifications until the least senior employees up to the total number of employees to be laid off are laid off. A laid-off or bumped employee who cannot bump another employee will be laid-off. The employee will be paid the rate, based on their Department Seniority, of the classification into which he or she bumps. Members will be required to notify the Township within five (5) business days of whether they will exercise their bumping rights or shall forfeit the right to bump and will be laid off.

Section 16.4 Recall Rights. Members who are laid-off shall be placed on a recall list for a period of eighteen (18) months from the effective date of the layoff. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their lay-off, with no loss of seniority provided they are presently qualified to perform the work in the job classification to which they are recalled without further training beyond normal re-certification courses. No new members shall be hired in the bargaining unit until the recall list is exhausted.

Section 16.5 Method of Notice. Notice of recall shall be sent to the member by certified or registered mail with a copy to the Union. The Township shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the member.

Section 16.6 Return to Duty. The recalled member shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the District of his or her intention to return to work and shall have fourteen (14) calendar days following acknowledgment of intent to

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return to work to report for duty unless a different date for returning to work is otherwise specified in the notice.

Section 16.7 Pay. Whenever a member with permanent status requests and is granted a voluntary demotion, the rate of pay shall be at the pay range for the position in the lower class commensurate with his or her years of experience.

ARTICLE 17
NO STRIKE AND NO LOCKOUT

Section 17.1 No Strike. It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public health, safety, and welfare. The Union, therefore agrees, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, slowdown, or other interference with the operation of the Township. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, employee meetings, and public denouncement of any violations to bring about immediate resumption of normal work.

Section 17.2 No Lockout. The Township shall not lock out any or all of its employees covered during the term of this Agreement.

ARTICLE 18
CORRECTIVE ACTION

Section 18.1 Administrative Leave. When the Township determines that immediate action is required, the Employer is not prohibited by the terms of this Agreement from placing a member on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

Section 18.2 Pre-Disciplinary Meeting. In the event a member is to be given disciplinary action for behavior or conduct that may warrant a reduction in pay or position, suspension, demotion or removal, a pre-disciplinary meeting between the member and the Fire Chief or his designee will be arranged. The pre-disciplinary meeting will be scheduled not earlier than forty-eight (48) hours after the time the member is notified of the meeting in writing and an outline of the charges against him. The member may have one Union representative present for the pre-disciplinary meeting if he so requests. The member is responsible for notifying the Union representative. Failure to adhere to the above guidelines will deem the pre-disciplinary meeting to be postponed until these guidelines are met.

At the pre-disciplinary meeting, the member may elect to do any of the following: (1) appear at the meeting and present an oral or written statement on his own behalf; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the member is physically unable to appear at the meeting, have his representative appear and present an oral or written statement on his behalf; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. A member who, without notice, fails to appear, or fails to cause his representative to appear, at the pre-disciplinary meeting, shall be considered to have waived his pre-disciplinary meeting.

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Section 18.3 Discipline for Cause. Non-probationary bargaining unit members shall not be subject to disciplinary action resulting in a reprimand, suspension, reduction in pay and/or rank, or removal except for just cause. Disciplinary action will be carried out in the private and “professional” manner. Discipline will take into account the nature of the violation, the employee’s record of performance and conduct, past disciplinary actions, and other appropriate considerations.

Section 18.4 Progressive Action. Except for instances of non-serious misconduct, forms of disciplinary action will normally be progressive and may include, among others:

- A. Documented Verbal Reprimand;
- B. Written Reprimand;
- C. Suspensions With or Without Pay;
- D. Demotion; and/or
- E. Termination.

For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. The commission of multiple minor offenses, whether similar or dissimilar in nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline or termination on their first instance. To this end, the Township reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension without pay, a reduction in pay and/or rank, or removal, the Township may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

Section 18.5 Grievance. After the pre-disciplinary meeting, the member will be notified of the disciplinary action and the effective date of such disciplinary action. The member may file a written grievance of the discipline that results in a loss of pay in accordance with the grievance procedures set forth in this Agreement. Terminations and other decisions rendered by the Board may be appealed directly to the Trustee Liaison step of the grievance procedure.

Section 18.6 Exclusivity. The grievance procedure established by this Agreement shall be the sole means of appeal of any disciplinary action of a Bargaining Unit member.

Section 18.7 Consideration of Past Discipline. When implementing progressive discipline, the Employer will not consider past discipline that has been disaffirmed by arbitration, the State Employment Relations Board or a Court. Additionally, except for discipline for conduct constituting harassment, discrimination, retaliation, workplace violence, dishonesty, insubordination or other serious misconduct, the Employer will not consider past discipline for

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purpose of progressive discipline as follows: verbal reprimands more than one (1) year after their issuance, written reprimands more than two (2) years after their issuance, and suspensions more than four (4) years after their issuance. Nothing herein is to be construed as limiting the Township's rights and obligations to maintain employment records consistent with the Ohio Public Records Act.

ARTICLE 19
DRUG AND ALCOHOL TESTING

Section 19.1 Drug & Alcohol Free Workplace. The Township and Union recognize that any use of illegal drugs, or the misuse of other drugs and alcohol by members, would pose a threat to the safety of department personnel and the public, could increase the incidence of on-the-job injuries, interfere with Department operations and negatively impact public confidence in the Department. All employees must report to work unimpaired by alcohol or illegal drugs. Employees may not use, possess, sell, transfer distribute or be under the influence of alcohol or drugs on-duty or on Township property or at work sites, or violate the law regarding these substances. Employee off-duty use of alcohol or legal drugs may not interfere with their work or violate Township policy.

Section 19.2 Grounds for Testing. The Township may subject members to drug or alcohol testing upon reasonable suspicion of impairment, post-accident, or randomly, consistent with Township policy.

Section 19.3 Members Seeking Assistance. Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem.

Section 19.4 Discipline. An employee who is disciplined for violating this Article or the Township's Drug & Alcohol Free Workplace Policy may grieve that discipline under Article 10, Grievance Procedure, of this Agreement.

Section 19.5 Ohio BWC Rebates. If any portion of this Article interferes with the Township securing or maintaining a Drug Free Safety Program rebate, or another rebate, discount or grant through the Ohio Bureau of Workers' Compensation, the Township may reopen this Article for negotiation. If the parties reach impasse, the issue will be presented to an arbitrator selected under Article 10, Grievance Procedure, for final offer settlement procedure. The Arbitrator has the authority to provide a final and binding order as to replacement language for this Article.

ARTICLE 20
TOBACCO FREE WORKPLACE

Section 20.1 Tobacco-Free. It is the policy of the Township to provide a safe, healthy, smoke-free and tobacco-free work environment for all employees and citizens visiting Township facilities. Tobacco and nicotine usage tends to have an adverse impact on employee health and wellbeing, to increase health insurance and other costs. Employees shall not use nicotine or

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tobacco products at any time, on or off-duty, during the duration of their employment with the Township.

Section 20.2 Tobacco and Nicotine Cessation. Current employees are strongly encouraged to participate in smoking, tobacco, and nicotine use cessation programs sponsored by the Township or other approved programs.

Section 20.3 Testing. Upon reasonable suspicion that a bargaining unit member hired on or after July 1, 2020 is engaging in tobacco and nicotine use, said employee may be subject to reasonable suspicion tobacco and nicotine use testing. Employees may be subjected to reasonable suspicion testing when there is a belief based on objective facts that the employee is engaged in tobacco and nicotine use. Examples of conduct or information that may constitute reasonable suspicion include, but are not limited to: tobacco odor on breath or clothing or lingering after an employee's use of a Township vehicle; the employee's admission of tobacco use; or information obtained from a person with personal knowledge. The Township will make a written record of the circumstances leading to a reasonable suspicion test.

Employees will be returned to their work site at the conclusion of the reasonable suspicion test for tobacco or nicotine use.

Refusals to comply with a request for tobacco testing, submission of false information regarding a test, or attempts to falsify test results through tampering, contamination, adulteration, or substitution, or in any other way attempts to interfere with the test shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal to submit to testing can include an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Section 20.4 Positive Results. Employees who admit to or who test positive for the presence of tobacco or nicotine use will be evaluated by an SAP. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor. The SAP will evaluate the employee to determine what assistance, if any, the employee needs to resolve their problems associated with tobacco and nicotine use.

After a positive tobacco and nicotine test, employees will be required to undergo treatment for tobacco or nicotine cessation. If an employee is not discharged, they must properly follow the tobacco or nicotine cessation program prescribed by the SAP and may be subject to unannounced follow-up tests for a period of up to five (5) years as determined by the SAP.

After five (5) years from the date of an employee's positive reasonable suspicion test for tobacco and nicotine use, if the employee has not had a second positive tobacco and nicotine use test, the first confirmed positive reasonable suspicion test for tobacco and nicotine use shall be removed from the employee's file upon the request of the employee and shall not be considered in subsequent determination of discipline.

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Any employee who refuses tobacco or nicotine cessation treatment when required, or fails to comply with the regimen prescribed by the SAP for treatment, aftercare, or return to duty tests, shall be subject to disciplinary action, up to and including discharge. An employee who refuses to comply or to submit to a test may be disciplined pursuant to Article 18 of this Agreement.

ARTICLE 21
FITNESS FOR DUTY

Section 21.1 Fitness for Duty. When the Township has a reasonable basis to question whether an employee is fit for duty the Township may require an employee submit to medical and/or psychological examinations for purposes of determining the employee's physical or mental capability to perform the essential functions of the employee's position. The Fire Chief or Assistant Chief or designee shall select one or more licensed practitioners to conduct the examinations. The Township and the employee shall receive the results of any examination.

The Township shall pay the cost of the examination(s) in accordance with this Article unless the employee fails to appear for the examination(s) without justification, refuses to submit to the examination(s), or refuses to release the results of the examination(s). An employee will be responsible for the costs associated with an unexcused failure to appear at scheduled examination(s) and subject to discipline for insubordination up to and including removal.

If the employee disagrees with the Township's determination, the employee may be examined by a physician of the employee's choice at the employee's expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral practitioner chosen by the first two (2) practitioners within fifteen (15) calendar days of the report by the employee's physician. If the physicians cannot agree, the Township will select a practitioner from an independent occupational health practice to offer the third opinion. The third practitioner's opinion shall be final. The neutral physician's cost shall be borne by the Township.

If an employee, after examination, is found to be unable to perform the material and substantial duties of the employee's position, then the employee may utilize accumulated unused sick leave for up to three months, including any available FMLA leave to which the employee is eligible. Once all sick leave (up to three months) and FMLA leave has been exhausted, the Township may place the employee on disability separation.

Section 21.2 Pre-Separation Conference. Prior to making a final determination whether to separate the employee pursuant to this Article, the Township shall conduct a pre-separation conference. The Township shall provide the employee at least forty-eight (48) hours advance notice of the conference and shall provide the employee with documentation upon which it may implement an involuntary disability separation. At the conference, the employee and/or their representative shall be given the opportunity to respond to the documentation presented by the Township.

Section 21.3 Reinstatement from Disability Separation. An employee placed on disability separation, either voluntarily or involuntarily, has the right to reinstatement for one (1) year from

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the date the employee went on leave (either paid or unpaid) due to the medical or psychological condition. Employees requesting to return from disability leave must submit medical and/or psychological certification of the employee's ability to perform the essential functions of the position. The Township may require an examination prior to return to work at the Township expense.

ARTICLE 22
REVIEW OF PERSONNEL FILES

Section 22.1 Every member shall be allowed the right to review his or her personnel file upon the member submitting a written request to the Fire Chief or his or her designee.

Section 2.2 Should any member have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Township in writing of the alleged inaccuracy. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the materials objected to by the member.

ARTICLE 23
SAFE EQUIPMENT

Section 23.1 Safe Equipment and Practices The Township agrees to use its best efforts to furnish and maintain, in adequate working conditions, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

Section 23.2 Reporting of Unsafe Equipment Any equipment, tools, and/or vehicles, which are unsafe, shall immediately be reported if the equipment's safety is questionable. An investigation shall be made by the Township and corrective action shall be taken, if necessary.

ARTICLE 24
SAFETY AND HEALTH

Section 24.1 The Township agrees to abide by all applicable safety and health laws.

Section 24.2 Sanitation, Maintenance and Upkeep. The Township agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The Township furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

Section 24.3 The Township agrees to provide hazardous condition exposure reporting system to the employees.

Section 24.4 The Township agrees to make available an additional set of PPE, for use when their primary set is being cleaned or repaired, the back-up gear shall be defined as gear that is unassigned gear or a back-up surplus gear.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 25.1 Grievance Policy. The parties recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. The Union and Township understand and agree that the filing of frivolous grievances can be disruptive of good labor-management relations and the Union affirms that it will discourage the filing of frivolous grievances. The Union and the Township agree that they will attempt to discuss the validity of the grievance to determine whether a grievance is frivolous. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced to the next step in the grievance procedure.

Section 25.2 Grievance Defined. A grievance is a claim based upon the interpretation, application, meaning, or violation of any express provisions of the Agreement, or claim as the result of disciplinary action. For purpose of this Article, a disciplinary action is any reduction in pay and/or position, removal or suspension. Grievances regarding disciplinary action may be initiated at Step 2, except that terminations and other decisions rendered by the Board may be appealed directly to Step 3. A Grievance may be initiated by the Union or an aggrieved bargaining unit member. It is not intended that the Grievance Procedure be used to affect changes or modify this Agreement.

Section 25.3 Contents of Grievance. Grievances must be completed and filed on the forms attached to this Agreement as Appendix A and must contain at least the following information. A Grievance that is not signed by the grievant(s), or that is otherwise lacking in the following information, may be denied on that basis.

- A. Aggrieved employee's name and signature unless the member is incapacitated (documentation of incapacitation is required) during the grievance period in which case the Union President or his designee can sign in place of the grievant;
- B. Date grievance was first discussed;
- C. Name of supervisor with whom grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Date and time circumstances giving rise to the grievance occurred;
- F. Description of incident giving rise to grievance;
- G. The specific Article Sections of Agreement allegedly violated;

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- H. The remedy requested; and
- I. Signature line and date for the Township to acknowledge receipt of the grievance.

Section 25.4 Grievance Procedure Steps. Terminations of employment and other decisions rendered by the Chairperson Board of Trustees may be appealed directly to Step 3 of the grievance procedure within fourteen (14) calendar days of the action giving rise the grievance.

- A. **Step 1 – Assistant Fire Chief.** The grievance shall first be submitted to the Assistant Fire Chief, or directly to the Fire Chief if the position of Assistant Chief is vacant, in writing within fourteen (14) calendar days after the event giving rise to the grievance occurred or was first known to the grievant. The Assistant Fire Chief shall give his answer in writing to the grievance within fourteen (14) calendar days from the date of its submission.
- B. **Step 2 – Fire Chief.** If the answer in Step 1 is not satisfactory to the grievant and/or the Union, or if the position of Assistant Chief is vacant, the grievance may then be submitted in writing hand-delivered to the Fire Chief within fourteen (14) calendar days after the date the Step 1 response was issued or was required to be issued. The Fire Chief shall schedule a meeting with the grievant and Union within fourteen (14) calendar days to discuss the grievance and will give his answer to the grievant and/or union in writing within fourteen (14) calendar days from the date of the meeting.
- C. **Step 3 – Trustee Liaison.** If the answer in Step 2 is not satisfactory to the grievant and/or the Union, the grievance may then be submitted in writing hand-delivered to the Trustee Liaison within fourteen (14) calendar days after the date the Step 2 response was issued or was required to be issued. The Trustee shall schedule a meeting with the grievant and Union within fourteen (14) calendar days to discuss the grievance and will give his answer to the grievant and/or union in writing within fourteen (14) calendar days after the meeting.
- D. **Step 4 – Chairperson of the Board of Township Trustees.** If the answer in Step 3 is not satisfactory to the grievant and/or the Union, the grievance may then be submitted in writing hand-delivered to the Chairperson of the Board of Trustees, or the Department's Trustee Liaison, within fourteen (14) calendar days after the date the Step 2 response was issued or was required to be issued. Upon receipt of the grievance, the Chairperson shall, within fourteen (14) calendar days, meet with the employee and/or designated representative of the Union in an attempt to resolve the grievance. If the Chairperson is also the Department Liaison, the matter will proceed to the Vice Chairperson. Within fourteen (14) calendar days of such meeting the Chairperson shall either deliver his answer denying the grievance if he agrees with Step 3 Response, or will submit the issue to the Board of Trustees, who shall schedule a meeting within fourteen (14) calendar days thereafter and respond. The Step 4 response will be delivered to the grievant and/or Union in writing.

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- E. **Step 5 – Arbitration.** If the Union is not satisfied with the Step 2 response, within twenty-one (21) calendar days after that response, the Union may submit a notice to the Township of intent to proceed with the grievance to arbitration. The Arbitrator shall be selected in the following manner: The parties shall submit a written request to the Federal Mediation and Conciliation Service to submit a panel list of seven (7) arbitrators from Ohio. The parties shall alternately strike the names of the Arbitrators until only one (1) name remains. Either party may reject the list once for each grievance, and request from FMCS another list of seven (7) names, until a mutually agreed-upon arbitrator is selected. The parties may, at any time, mutually agree to an alternate arbitration service or method of selection of an Arbitrator.

The Arbitrator will conduct a hearing, following which he or she will make a written award that shall be final and binding on both parties. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter, or modify any of the terms or provisions of this Agreement. The Arbitrator shall expressly confine himself or herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted. The Arbitrator shall not change wage rates already in effect pursuant to this Agreement. The Arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. The issue of arbitrability may be submitted to the Arbitrator before the merits of the grievance are heard.

The costs of the services of the Arbitrator, the fee of the Arbitrator and the Arbitrator's housing and lodging, if any, shall be paid by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The requesting party shall be responsible for paying court reporter fees; however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 25.5 Class Grievances. A class grievance is a grievance concerning two or more bargaining unit members. A class grievance must be signed by all members participating in the grievance. Class grievances may be initiated by the members or the Union at Step 3 of the Grievance procedure, subject to the time limits of Step One.

Section 25.6 Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the grievance and arbitration procedure contained in this Agreement.

Section 25.7 Extensions. Extension of the timelines herein may be allowed with written request and approved by both parties.

ARTICLE 26
WORK HOURS AND OVERTIME

Section 26.1 Forty Hour Members. Forty (40) hour members will be assigned to a seven (7) consecutive day work period consisting of forty (40) work hours. The work hours will be consistent with the Township's hours of normal business operations.

Section 26.2 Fifty-Three Hour Members Fifty-three (53) hour members will ordinarily be assigned to a three-platoon system. The regular workday for platoon members shall be twenty-four (24) hours beginning at 0800 and ending at 0800 the following calendar day followed by forty-eight (48) hours off during the work period. For purposes of Section 7k of the Fair Labor Standards Act, the work period for platoon member will be fourteen (14) consecutive workdays of 106 hours worked during that work period.

The Township may assign members hired after January 1, 2020 to work a rover position, not placed on a platoon schedule, not to exceed 2 years from the date of assignment. During this assignment, members may be assigned to a work schedule as determined by the Township to cover gaps in scheduling and leaves of absence across all platoons. The roving member will be assigned at least 96 hours per each 14-day work period.

Section 26.3 Overtime. Overtime pay for members shall be calculated in accordance with the Fair Labor Standards Act. Forty (40) hour members will be entitled to overtime pay at time and one and one-half their regular rate for all hours worked in excess of forty (40) hours in a workweek. Platoon members will be entitled to overtime pay at one and one-half their regular rate for all hours worked in excess 106 hours in the 14-day work period. During 14-day work periods in which a member is regularly scheduled to work 96 hours, members are entitled to overtime pay at one and one-half their regular rate for all hours worked in excess of 96 hours. There will be no pyramiding of overtime.

For purposes of calculating eligibility for overtime pay, a member's actual hours worked as well as time on vacation or compensatory time, will be counted.

Section 26.4 Shift Trades. Members may agree in writing, upon approval of the Fire Chief or the Assistant Fire Chief, and on a form provided by the Fire Chief, to substitute for another during scheduled work hours in the performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Members shall not be permitted to trade shifts if the shift trade would result in overtime pay obligations to the Township.

Section 26.5 Unauthorized Overtime. No employee may work overtime without prior express approval from their supervisor or Department Head. Unauthorized overtime will result in disciplinary action up to and including termination of employment.

Section 26.6 Compensatory Time. Non-exempt members may choose to receive compensatory time off ("comp time") in lieu of actual cash compensation for overtime hours

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worked by the employee. Comp time will be credited at the rate of one and one-half hours for each overtime hour worked. Each employee may accumulate not more than four hundred eighty (480) hours of compensatory time in their bank. An employee who has accumulated compensatory time to his credit may elect to be paid for some or all of the hours in his comp time bank at the last pay period in November, paid at straight time at the hourly rate in effect at the time of payment, one hour of pay for each one hour deducted from the comp time bank, or may elect to carry-over the unused comp time to the next year. In no event shall the total number of comp time hours in an employee's bank exceed four hundred eighty (480) hours. Comp time may be taken by forty (40) hour members in four (4) hour increments. Comp time may be taken in the following increments for 53-hour members, and must be requested 72 hours in advance, except as approved by the Fire Chief:

- 12-hour increments (08:00hrs-20:00hrs or 20:00-08:00)
- 24-hour duty day increments

For comp time greater than 24 hours, the request must be submitted by the 10th day of the preceding month.

To prevent undue disruption of Department operations, no more than one member may utilize comp time at the same time.

ARTICLE 27
LEAP YEAR SHIFT ROTATION

Section 27.1 Leap Day will be divided into two (2) platoon shifts of twelve (12) hours each, with Members working the shift assigned by the Fire Chief. The following schedule shall normally be followed: Members scheduled to work on February 28th shall work 0800-2000 on February 29th. Members scheduled to work on February 26th shall work February 29th from 2000-0800 on March 1st. This shift shall then resume their normal work schedule starting at 0800 on March 1st. All Members who are scheduled to work and do work on Leap Day will be entitled to overtime or compensatory time payment.

ARTICLE 28
PAY PERIOD

Section 28.1 The pay period will be bi-weekly. The Township will utilize direct deposit.

ARTICLE 29
WAGES

The following wages are established effective January 1, 2024: An adjustment of \$0.85/hr added to all base wage rates plus an increase of 3.50%:

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Full-Time Captain 53 Hour					
Category			Step 1	Step 2	Step 3
Hourly Rate			\$22.38	\$23.24	\$24.13
Overtime Rate			\$33.57	\$34.86	\$36.19

Full-Time Firefighter 53 Hour					
Category	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	\$17.89	\$19.08	\$19.80	\$20.56	\$21.35
Overtime Rate	\$26.83	\$28.62	\$29.70	\$30.84	\$32.02

Effective the first full pay period after July 1, 2024, bargaining unit wages will be increased by 3.00%:

Full-Time Captain 53 Hour					
Category			Step 1	Step 2	Step 3
Hourly Rate			\$23.05	\$23.93	\$24.85
Overtime Rate			\$34.57	\$35.89	\$37.27

Full-Time Firefighter 53 Hour					
Category	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	\$18.42	\$19.65	\$20.39	\$21.18	\$22.00
Overtime Rate	\$27.63	\$29.47	\$30.58	\$31.77	\$33.00

Effective the first full pay period after July 1, 2025, bargaining unit wages will be increased by 3.00%:

Full-Time Captain 53 Hour					
Category			Step 1	Step 2	Step 3
Hourly Rate			\$23.74	\$24.65	\$25.60
Overtime Rate			\$35.61	\$36.97	\$38.40

Full-Time Firefighter 53 Hour					
Category	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	\$18.98	\$20.24	\$21.01	\$21.81	\$22.66
Overtime Rate	\$28.47	\$30.36	\$31.51	\$32.71	\$33.99

A probationary Captain will be paid the greater of the hourly rate they were making as a Full-Time Firefighter immediately prior to their promotion or that of a Step 1(probation) Captain.

Members who reach 12-months of full-time active service past Step 5 will receive the annual wage increases approved by the Board of Trustees.

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Section 29.2 Step Advancement. An original appointment at the rank of Firefighter shall be made at Step 1. Advancement from the original appointment to the next succeeding Step shall be made after the later of twelve (12) months of continuous active full-time service or successful completion of the initial hire probationary period and any extensions thereof. Advancement from the succeeding Step to the remaining Steps shall be made by one (1) year intervals of continuous active full-time service and successful completion of goals as determined by the Fire Chief. When a Member advances to a higher Step, the increase in salary shall occur on his applicable anniversary date of full-time hire with the Township. When a Member is promoted to a higher rank, his pay rate shall be changed to the rate provided for that rank on the effective date of the Member's promotion.

Section 29.3 Advanced Step Hiring. Notwithstanding the foregoing, the Board of Trustees, in their sole and absolute discretion, may upon recommendation from the Fire Chief, make an original appointment at the rank of Firefighter at the second or third Step, provided a new hire has five (5) years of previous full time service within a Fire Department located in the State of Ohio.

Section 29.4 Call-In. Whenever the employee is called back to work by the Fire Chief, or the Board, or by an appropriate officer, on hours not abutting the employee's regular shift hours, the employee shall be paid or credited with a minimum of three (3) hours actually worked at the hourly rate of pay. This minimum call-in guarantee shall be paid at the employee's overtime rate only when the employee is thereby placed in overtime status.

Section 29.5 Standby. If an employee is otherwise off-duty and is either required by the Fire Chief, his designee, or the Trustees to be and remain available for work assignments upon telephone notice of the Fire Chief, his designee, or the Trustees, or is required by court subpoena to be and remain available for work-related court sessions upon telephone notice of the court, the employee shall be compensated at the rate of straight time pay for actual time under the direction of the Fire Chief, his designee, or the Trustees or the court; but in no case shall the employee receive more than two hours at the stand-by rate in a work day. The maximum stand-by amount shall be paid at the employee's overtime rate only when the employee is thereby placed in overtime status.

Section 29.6 Out of Class Pay. Employees assigned to work out of class shall be compensated at an additional \$1.00/hour above the top step Firefighter.

ARTICLE 30
MILEAGE AND PARKING

Section 30.1 Employees required by the Township to use their private vehicles for Fire Department business shall be compensated at the current IRS rate for mileage traveled, plus actual parking fees incurred. Valet parking will not be reimbursed. Sales tax in Ohio will not be reimbursed; employees must obtain a sales tax exemption form from the Fiscal Officer before incurring the expense.

ARTICLE 31
UNIFORMS

Section 31.1 All protective clothing or protective devices required of employees in the performance of their duties shall be provided and maintained by the township. This shall include a full set of bunker gear with helmet, boots, hood, gloves, and safety glasses. The past practice of the township in providing initial and replacement bunker gear and other firefighting equipment shall continue during the term of this contract

Section 31.2 All initial uniforms for new employees shall be provided by the Township. This shall include the following:

- (4) Nomex uniform shirts with collar, buttons, or snaps;
- (4) uniform t-shirts;
- (4) Nomex uniform duty pants;
- (2) Nomex duty shorts;
- (1) belt;
- (2) job shirts;
- (1) EMS coat/parka with liner;
- (1) winter hat;
- (1) ballistic vest;
- (1) pair of safety boots up to \$300.00;
- (1) pair of safety shoes up to \$300.00.

These items will be ordered by the Township, from Township-approved vendors.

Section 31.3 The Township, on an as needed basis, shall replace these items at no cost to the Employee when the employee submits a uniform request form.

Section 31.4 Upon completion of an employee's probation period the Township shall furnish a full Class A uniform including the hat badge, the jacket badge, and the name badge for providing the necessary clothing to ensure compliance with the most recently revised standards.

Section 31.5 Upon termination, employees shall return to the Township all equipment, including uniforms, furnished by the District in good condition, minus wear.

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Section 31.6 Should occupational safety standards be established by Ohio Industrial Commission change, thereby requiring different fatigue clothing, the Township shall be responsible.

ARTICLE 32 **INSURANCE**

Section 32.1 Insurance. The Township will offer medical, dental, vision and Life insurance to full-time bargaining unit members and their dependents, as provided to other full-time Township employees, excluding elected officials. All such insurance shall be subject to the terms and conditions of the applicable insurance policies and/or plan documents.

Section 32.2 Premium Contribution. For members electing to participate in the Township's medical, dental and/or visions insurance programs, the Township will pay eighty percent (80%) of the monthly premium and members will pay twenty percent (20%) of the monthly premium through bi-weekly payroll deduction.

ARTICLE 33 **HOLIDAYS**

Section 33.1 Holidays. The Township recognizes the following holidays for members:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
Memorial day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Thanksgiving Day-After	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 33.2 Forty (40) hour members. Employees required to work on a scheduled holiday will be paid holiday pay as set forth above in addition to one and one-half times their regular rate of pay for hours actually worked on the holiday.

Section 33.3 Fifty-three (53) hour members. Fifty-three (53) hour employees who actually work the holidays listed above will receive holiday pay at one and one-half times (1.5x) their regular hourly rate for the hours actually worked on the holiday date starting at 00:00 hours until 23:59 hours, or may bank the holiday pay as paid time off, in accordance with the Holiday Compensation Schedule in Appendix B. The employee can carry over to the next calendar year up to 56 hours of holiday time.

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The use of banked holiday time shall be scheduled in the same manner provided for the scheduling of vacation time; provided, however, that holiday time may, with the approval of the Fire Chief, be scheduled by an employee upon seventy-two (72) hours prior notice. The employee can carry over to the next calendar year up to 56 hours of holiday time.

If an employee is credited with holiday time and subsequently leaves the employ of the Township, then all holiday time representing those hours for holidays occurring after such break in service shall be forfeited without compensation or payment therefore. In the event the employee has used all or any portion of such time prior to his or her break in service, then the time so used may be deducted from the employee's wages and/or other monies owed to the employee, and the Township is hereby authorized to automatically make such deduction. If the Township requests, an employee shall sign an authorization in favor of the Township reflecting this deduction.

ARTICLE 34 **VACATION LEAVE**

Section 34.1 Accrual. Members shall accrue vacation at the annual rate set forth below, based on years of continuous active full-time service with the Township, and on the anniversary date of his/her employment.

53-Hour Members		
Years of continuous service	Annual hours accrued	Shift days accrued annually
Year 1- Year 5	120 hours	5 days
Year 6- Year 10	168 hours	7 days
Year 11 - Year 15	224 hours	9 days
Year 16- Year 20	264 hours	11 days
Year 21 -	336 hours	14 days

40-Hour Members		
Years of continuous service	Annual hours accrued	Shift days accrued annually
Year 1- Year 7	80 hours	10 days
Year 8- Year 13	120 hours	15 days
Year 15-Year 24	160 hours	20 days
Year 25-	200 hours	25 days

Accrued vacation leave is not available for use until it is credited to the employee. No leave shall be taken until approval has been received by the Fire Chief or designee. No member shall be allowed to take more vacation, compensatory, or holiday time than what they have accrued.

Notwithstanding the foregoing, upon a break in service no vacation time shall accrue or be credited unless and until the employee is in active service with the Township.

Section 34.2 Use. Vacation time shall be taken at such time or times at the discretion of and as may be approved by the Fire Chief or designee. Vacation leave may be taken in 1-hour

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increments for 40-hour members. Vacation leave may be taken in the following increments for 53-hour members:

- 12-hour increments (08:00hrs-20:00hrs or 20:00-08:00)
- 24-hour duty day increments

The employee may only take a maximum of two (2) consecutive weeks (120 hours) of vacation at any one time unless the Chief approves a longer consecutive amount of vacation in his discretion.

Section 34.3 Scheduling. For vacation leave less than and including 8-hours for 40-hours members, and 24-hours for 53-hour members, 72-hour notice must be given. For vacation leave greater than 24 hours, the request must be submitted by the 10th day of the preceding month. Scheduling of vacation for the upcoming year will begin to take place November 1, of the preceding year. Members may schedule vacation leave based on Department Seniority. By December 1 of the preceding year, each member must schedule at least 2 consecutive shifts of vacation leave to be taken in the upcoming year.

Section 34.4 Vacation Carry-Over. The employee shall have the option of carrying over up to one hundred sixty-eight (168) hours of vacation time into the next succeeding calendar year. The employee shall communicate this election to carry over one hundred sixty-eight (168) hours in writing, on a form approved by the Board of Trustees, to the Township Fiscal Officer no later than December 1 of the calendar year in which such time is accrued. Vacation that is not used or carried over by the end of the calendar year shall be forfeited.

Section 34.5 Payout on Separation. A member who is to be separated from the Township service for any reason and who has accrued but unused vacation leave shall be paid in a lump sum for such unused vacation leave to the employee's credit. In the event of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents in that order, or to the employee's estate.

ARTICLE 35
SICK LEAVE

Section 35.1 Accumulation forty (40) hour members. Forty (40) hour members shall accrue paid sick leave with pay at the rate of 4.60 hours of sick leave per bi-weekly pay period, for a maximum total of one hundred twenty (120) hours or fifteen (15) days of sick leave per calendar year during full-time active service.

Section 35.2 Accumulation fifty-three (53) hour members. Fifth-three (53) hour members shall accrue paid sick leave at the rate of twelve (12) hours per work period, for a maximum total of three hundred twelve (312) hours for each calendar year during full-time active service.

Section 35.3 Uses. Sick leave may only be used for:

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- Illness, injury, or pregnancy-related conditions of the employee;
- Exposure of an employee to a contagious disease that could be communicated to and jeopardize the health of other employees;
- Examination of the employee, including medical, psychological, dental or optical examination, where such examination could not be scheduled off-duty;
- Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary. For present purposes, and for purposes of the following paragraph, "immediate family" shall include the employee's: spouse, grandparents, parents, brothers, sisters, and children (including step-children, foster children, and legal guardianship children);
- Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family where the employee's presence is reasonably necessary. An employee using sick leave for a medical, dental, or vision examination must report to work at the earliest time practicable following completion of the examination, provided that the employee is medically released by the physician to resume work.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one hour of absence from work. One (1) hour of sick leave shall be used for each completed regularly scheduled hour the employee is absent due to illness.

Section 35.4 Carry-over. Unused sick leave may be carried over from year to year to a limit of nine-hundred and thirty-six (936) hours. If the employee has a break in service, the previously accumulated sick leave of the employee shall be credited to the employee upon reemployment with the Township on a full-time basis at his previous position; provided that such reemployment takes place within five (5) years of the date on which the break in service occurred, and the employee did not previously cash-out any amount of sick leave upon retirement or transfer it to another agency. Each quarter, a member who has more than 480 hours of accrued, unused sick time, they may exchange up to 24 hours of unused sick leave from their balance for an equal amount of pay at the member's then-current regular hourly rate.

Section 35.5 Payout Upon Death. Upon the death of an employee while employed with the Township, unused accumulated sick leave shall be paid to the employee's spouse, children, or parents, if any, in that order, or to the employee's estate as provided for in this section. Payment for sick leave accumulated while in the employ of the Township shall be based on the employee's regular rate of pay in effect at the time of death and will be paid in cash for one-fourth of the value of the employee's accrued, but unused, sick leave balance, up to a maximum payment of 120 hours.

Section 35.6. Notification. An employee who is unable to report for work and who is not on a previously approved day of sick leave shall be responsible for personally notifying the Fire Chief or then on-duty supervisor by telephone that the employee will be unable to report for

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work, unless the employee is unable to communicate. In the event the Fire Chief or appropriate officer cannot be reached, Employee shall attempt to notify the Trustee Liaison by telephone. The notification must be made at least one (1) before after the time the employee is scheduled to report for work unless emergency conditions prevent such notification. If, despite these efforts, the member is unable to reach the Fire Chief, on-duty supervisor or Trustee, the member shall leave a phone or text message or email with the Fire Chief. Should an employee become ill during the workday, the employee must notify the employee's supervisor of the illness before using sick leave and leaving the work site.

Section 35.7. Certification. The Township may require the employee to furnish a satisfactory written, signed statement to justify the use of sick leave. The Board may also require the employee to furnish the Fire Chief a certificate signed by a licensed physician or health provider stating the nature of the illness or injury in order to verify proper use of sick leave.

Section 35.8. Abuse. Employees will be subject to discipline up to and including termination for unauthorized, inappropriate, and/or fraudulent use of sick leave, including but not limited to the following: falsifying sick leave forms; failure to provide physician's verification when required; falsifying physician's verification; misrepresenting the grounds for a sick leave request; and failure to notify the employee's supervisor, fiscal officer and/or a Board member of sick leave.

Section 35.9 Light Duty. The Fire Chief, in his discretion, shall have the right to order an employee to temporary light duty assignment consistent with the employee's medical restrictions. The Fire Chief shall have the right to require one or more medical examinations (which, if required, shall be paid for by the Township) of an employee in order to ensure that the employee is able to perform the duties of the position. In the case of any medical examination, the employee shall authorize the release to the Fire Chief or designee(s) of the results of each examination. Nothing in this section shall restrict or otherwise modify the rights granted to cancel and/or deny sick leave consistent with this Article.

ARTICLE 36
FAMILY MEDICAL LEAVE

Section 36.1 FMLA Eligible employees may apply for Family and Medical Leave pursuant to the law and Township policy.

ARTICLE 37
JURY DUTY

Section 37.1 Jury Duty. Employees will be excused from regularly scheduled work for jury duty. Upon receiving a jury duty notice, an employee shall provide a copy to the employee's supervisor, Fiscal Officer and/or a Board member within seven (7) days or give reasonable notice to the Township prior to the commencement of the employee's service as a juror. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The Township will compensate an employee who is called to, and reports for, panel and/or jury duty, at the

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employee's straight-time hourly rate for the hours he was scheduled on that day, and those hours will be considered hours worked for purposes of overtime calculations. The employee must give the Township prior notice of jury duty, and pay his jury duty fee to the Township, in order to receive his regular pay. Members scheduled for jury duty immediately following the conclusion of their shift will be released from their shift sufficiently in advance to allow the member to timely travel to the courthouse in time for the scheduled jury service.

Section 37.2 Court Duty for Township Purposes. Employees who are required by the Township to appear in court or other proceeding on behalf of the Township, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the Township.

Section 37.3 Court for Personal Matters. Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the Township, must seek an approved vacation leave or unpaid leave of absence.

ARTICLE 38
MILITARY LEAVE

Section 38.1 The Township shall comply with Federal and State laws as it relates to military time for employees.

ARTICLE 39
EDUCATION LEAVE

Section 39.1 Training. A member who wishes to attend additional training outside of the fire department must submit to the Fire Chief a training request form if they are seeking financial reimbursement. The Chief may grant or deny the request in his sole discretion.

Section 39.2 Overnight Stay. Where Township-required training requires over-night stay:

- A. All overnight stays must be previously approved by the Chief.
- B. An employee will be reimbursed for meals for a maximum of \$50 per diem upon submission of receipts. The Township will not reimburse for alcohol purchases.
- C. The Township will reimburse employees, upon submission of receipts, for lodging at facilities pre-approved by the Township. The reimbursement shall be paid to the employee on or before the next pay period after submission of the receipt.

Section 39.3 Education. The Township, in its sole discretion, may approve job-related classes and seminars.

ARTICLE 40
INJURY LEAVE

Section 40.1 Injury Leave. An employee who sustains an injury in the course of and arising out of the employee's employment with the Berlin Township Fire Department, where such injury disables the employee from performing all of their essential job functions, shall be entitled to paid injury leave at his/her regular rate of pay for up to forty-five (45) calendar days from the date of injury. The employee shall not be entitled to paid injury leave under this Article if the injury was either purposely self-inflicted or caused by the employee being intoxicated, under the influence of a controlled substance not prescribed by a physician, or under the influence of marihuana, or if the employee refuses or attempts to interfere with a post-accident alcohol or drug test ordered by the employer consistent with the Township policy. After forty-five (45) calendar days from the date of injury, the Board of Township Trustees may extend injury leave, at its discretion, on a case-by-case basis.

Section 40.2 Eligibility. For an employee to qualify for injury pay, the employee must file with the Fire Chief a written statement of that includes the following information:

- A. The location of the injury;
- B. The time of the injury;
- C. The names of all known witnesses to the injury;
- D. A description of what caused the injury;
- E. A description of the symptoms of injury and when they first manifested;
- F. Whether the employee sought medical treatment, and if so, by whom.

This report must be provided to the Fire Chief immediately after the injury and on that shift, or if not possible, once the employee knows about or suspects the injury and is capable of reporting it. The employee must thereafter provide the Fire Chief a health provider's statement certifying the nature and extent of employee's injury.

For an employee to qualify for injury pay, the employee also must sign all salary continuation agreements and/or other documents (such as an Ohio BWC Salary Continuation Agreement (C-55) or its equivalent) requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to Ohio Workers' Compensation Act.

Section 40.3 Light Duty. The Township may, in its discretion, require an employee to work light duty during the injury leave as assigned by the Township where the light duty is consistent with the employee's medical restrictions.

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Section 40.4 Disputes. If it is in dispute whether the absence qualifies for paid injury leave under this Article, the employee may utilize their accrued, unused paid leaves of absence in the following order – sick leave, compensatory time, holidays, vacation – which shall be recredited to the employee’s leave balances if it is determined the employee was entitled to paid injury leave under this Article for that time period. Any disputes under this Article shall be submitted according to the Grievance Procedure in this Agreement.

ARTICLE 41
ENTIRE AGREEMENT

Section 41.1 The parties acknowledge that during the negotiations which resulted in this Agreement, that each had the right to make demands and proposals on any subject matter as to which O.R.C. Chapter 4117 imposes an obligation to bargain and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are fully and completely set forth in this Agreement, and all other agreements written, oral, or otherwise is hereby canceled.

ARTICLE 42
AGREEMENT COPIES

Section 42.1 As soon as it is reasonably possible following the signing of this Agreement, the Township shall provide the Union with one (1) original executed copy of this Agreement. The Union shall be responsible for distributing copies to Bargaining Unit members. New Bargaining Unit members who are hired during the life of this Agreement will be provided copies by the Union.

ARTICLE 43
BEREAVEMENT LEAVE

A Member shall be allowed time off with pay in the event of death in the immediate family which shall be limited to spouse, child, brother, sister or parent, including foster parent, stepmother, stepfather, stepchild, or any other blood relative living under the same roof as the Member according to the following schedule:

Five (5) days off for 40 hour Member;

Two (2) duty days off for platoon Members.

Members shall be allowed compassionate leave with pay in the event of death in the immediate family which shall be defined as mother-in-law, father-in-law, grandmother, grandfather, spouse’s grandparent, grandchildren, or spouse’s sibling or a relative for whom the Member has a power of attorney for health care according to the following schedule:

Three (30) days s off for 40 hour Member;

One (1) duty day off for platoon Members.

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ARTICLE 44
PHYSICAL AGILITY TESTING

Section 44.1 Physical Fitness Incentive. In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and Union to ensure that members possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township collaborated with the Union to develop and implement an annual physical fitness incentive program for Township employees as firefighters.

Section 44.2 Incentive. Each employee may choose to participate in the Annual Physical Fitness Incentive Program. The Annual Physical Fitness Incentive Program evaluation shall take place in October of each year as scheduled by the Fire Chief and will take place on duty days.

Score	Payout
300 = Outstanding High	\$3.25 per point;
285-299 = Outstanding Low	\$3.00 per point;
270-284 = Excellent High	\$2.75 per point;
255-269 = Excellent Low	\$2.50 per point;
240-254 = Good High	\$2.25 per point;
225-239 = Good Low	\$2.00 per point.

The payout shall be given to the employees who participated in the incentive program by December 1 of each year the incentive program is offered. The Annual Physical Fitness Incentive Program shall not be grievable by the employees.

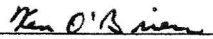
ARTICLE 45
DURATION OF AGREEMENT

Section 45.1 Duration. This agreement shall be effective July 1, 2023 and shall remain in force and effect until midnight June 30, 2026 being the termination date, unless between ninety (90) days and one hundred twenty (120) days prior to the expiration date either party gives timely written notice to the other party of any intent to negotiate on any or all of the provisions in this contract. After such written notification, the parties agree to open negotiations sixty (60) days prior to the expiration date. If no agreement is reached by the end date of this agreement, this agreement shall remain in force until a new agreement is reached.

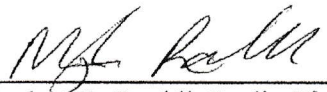
2024-2026 Agreement Between Berlin Township and IAFF, Local No. 5225

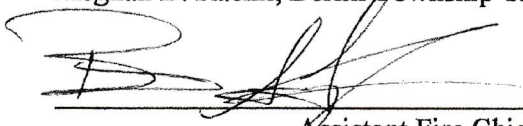
Signatures


BERLIN TOWNSHIP:


Ken O'Brien, Berlin Township Trustee



Ron Bullard, Berlin Township Trustee



Meghan B. Raehl, Berlin Township Trustee

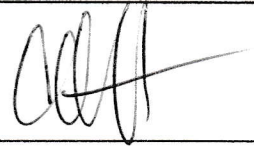

Assistant Fire Chief


David A. Riepenhoff, Labor Counsel
Fishel Downey Albrecht & Riepenhoff, LLP

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL NO. 5225:**


Pres. L5225


Sec/Treas L5225


Colleen Arnett, OAPFF

APPENDIX A
Grievance Form

GRIEVANCE FORM
Berlin Township & Berlin Professional Firefighters, IAFF Local 5225

Grievance #: _____

****The Grievance must be signed by the aggrieved employee(s) and contain the following information to be considered.*

Date: _____

Grievant Name and Classification: _____

Date and Time of Grievance Occurred: _____

Location Grievance Occurred: _____

Specific Article(s) and Section(s) Violated: _____

Description of incident or circumstances giving rise to the grievance:

Remedy Requested: _____

Person To Whom the Grievance was First Presented: _____

Signature of Grievant: _____ Date: _____

Signature of Union Representative: _____ Date: _____

For Class Grievances, provide the name, classification and signatures of all class members:

.....

GRIEVANCE FORM

Berlin Township & Berlin Professional Firefighters, IAFF Local 5225

Grievance #: _____

Step 1 Assistant Fire Chief

Date Received By Asst. Fire Chief: _____

Date of Step 1 Meeting: _____

Persons attending Step 1 Meeting: _____

Assistant Fire Chief Response: (Attached additional sheets if necessary)

Response Delivered to: _____

Asst. Fire Chief Signature: _____ Date: _____

.....

Step 2 Fire Chief

Date Received By Fire Chief: _____

Date of Step 2 Meeting: _____

Persons attending Step 2 Meeting: _____

Fire Chief Response: (Attached additional sheets if necessary)

Response Delivered to: _____

Fire Chief Signature: _____ Date: _____

.....

GRIEVANCE FORM

Berlin Township & Berlin Professional Firefighters, IAFF Local 5225

Grievance #: _____

Step 3 Trustee Liaison (Fire Liaison)

Date Received By Liaison: _____

Date of Step 3 Meeting: _____

Persons attending Step 3 Meeting: _____

Trustee Liaison Response: (Attached additional sheets if necessary)

Response Delivered to: _____

Trustee Liaison Signature: _____ Date: _____

.....

Step 4 Board Chairperson

Date Received By Chairperson: _____

Date of Step 4 Meeting: _____

Persons attending Step 4 Meeting: _____

Chairperson's Response: (Attached additional sheets if necessary)

Response Delivered to: _____

Board Chairperson's Signature: _____ Date: _____

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HOLIDAY COMPENSATION SCHEDULE 2020-2022

APPENDIX B Holiday Compensation Schedule

2023**BERLIN TWP. FIRE DEPARTMENT HOLIDAY COMPENSATION SCHEDULE**

DATE	HOLIDAY OBSERVED	1 UNIT		2 UNIT		3 UNIT	
		Work Period	Earned	Work Period	Earned	Work Period	Earned
1/1/2023	New Year's Day	00:00-08:00	8				
1/16/2023	Martin Luther King Jr.			00:00-08:00	8	08:00-00:00	16
5/29/2023	Memorial Day	00:00 - 08:00	8	08:00 - 00:00	16		
7/4/2023	Independence Day	00:00-08:00	8	08:00-00:00	16		
9/4/2023	Labor Day	08:00-00:00	16			00:00 - 08:00	8
11/11/2023	Veteran's Day			00:00-08:00	8	08:00-00:00	16
11/23/2023	Thanksgiving Day			00:00-08:00	8	08:00-00:00	16
11/24/2023	(*President's Day Observed)	08:00-00:00	16			00:00 - 08:00	8
12/24/2023	Christmas Eve (Columbus Day Observed)	08:00-00:00	16			00:00-08:00	8
12/25/2023	Christmas Day	00:00-08:00	8	08:00-00:00	16		
12/31/2023	New Year's Eve (Columbus Day Observed)	00:00-08:00	8	08:00-00:00	16		
		1 Unit Total:	88	2 Unit Total:	88	3 Unit Total:	72

Part - Time employees receive holiday compensation at 1 1/2 times their regular hourly rate of pay during the specific timeframes in addition to their regular hourly rate for the hours worked.

Full - Time employees receive holiday compensation earned at 1 1/2 times their regular hourly rate of pay during the specific timeframes. Full time employees can choose to be paid, holiday pay, or the time earned can be placed into their holiday comp time leave bank and used at a later date.

2024**BERLIN TWP. FIRE DEPARTMENT HOLIDAY COMPENSATION SCHEDULE**

DATE	HOLIDAY OBSERVED	1 UNIT		2 UNIT		3 UNIT	
		Work Period	Earned	Work Period	Earned	Work Period	Earned
1/1/2024	New Year's Day	08:00-00:00	16			00:00-08:00	8
1/15/2024	Martin Luther King Jr.			00:00-08:00	8	08:00-00:00	16
5/27/2024	Memorial Day			00:00-08:00	8	08:00-00:00	16
7/4/2024	Independence Day	00:00-08:00	8	08:00-00:00	16		
9/2/2024	Labor Day	00:00-08:00	8	08:00-00:00	16		
11/11/2024	Veteran's Day			00:00-08:00	8	08:00-00:00	16
11/28/2024	Thanksgiving Day	00:00-08:00	8	08:00-00:00	16		
11/29/2024	(*President's Day Observed)			00:00-08:00	8	08:00-00:00	16
12/24/2024	Christmas Eve (Columbus Day Observed)	08:00-00:00	16			00:00-08:00	8
12/25/2024	Christmas Day	00:00-08:00	8	08:00-00:00	16		
12/31/2024	New Year's Eve (Columbus Day Observed)	00:00-08:00	8	08:00-00:00	16		
		1 Unit Total:	72	2 Unit Total:	112	3 Unit Total:	80

Part - Time employees receive holiday compensation at 1 1/2 times their regular hourly rate of pay during the specific timeframes in addition to their regular hourly rate for the hours worked.

Full - Time employees receive holiday compensation earned at 1 1/2 times their regular hourly rate of pay during the specific timeframes. Full time employees can choose to be paid, holiday pay, or the time earned can be placed into their holiday comp time leave bank and used at a later date.

HOLIDAY COMPENSATION SCHEDULE 2020-2022

2025**BERLIN TWP. FIRE DEPARTMENT HOLIDAY COMPENSATION SCHEDULE**

DATE	HOLIDAY OBSERVED	1 UNIT		2 UNIT		3 UNIT	
		Work Period	Earned	Work Period	Earned	Work Period	Earned
1/1/2025	New Year's Day	08:00-00:00	16			00:00-08:00	8
1/20/2025	Martin Luther King Jr.			00:00-08:00	8	08:00-00:00	16
5/26/2025	Memorial Day	08:00-00:00	16			00:00-08:00	8
7/4/2025	Independence Day	08:00-00:00	16			00:00-08:00	8
9/1/2025	Labor Day			00:00-08:00	8	08:00-00:00	16
11/11/2025	Veteran's Day	00:00-08:00	8	08:00-00:00	16		
11/27/2025	Thanksgiving Day			00:00-08:00	8	08:00-00:00	16
11/28/2025	(*President's Day Observed)	08:00-00:00	16			00:00-08:00	8
12/24/2025	Christmas Eve (Columbus Day Observed)			00:00-08:00	8	08:00-00:00	16
12/25/2025	Christmas Day	08:00-00:00	16			00:00-08:00	8
12/31/2025	New Year's Eve (Columbus Day Observed)	08:00-00:00	16			00:00-08:00	8
		1 Unit Total:	104	2 Unit Total:	48	3 Unit Total:	112

Part - Time employees receive holiday compensation at 1 1/2 times their regular hourly rate of pay during the specific timeframes in addition to their regular hourly rate for the hours worked.

Full - Time employees receive holiday compensation earned at 1 1/2 times their regular hourly rate of pay during the specific timeframes. Full time employees can choose to be paid, holiday pay, or the time earned can be placed into their holiday comp time leave bank and used at a later date.

**MEMORANDUM OF UNDERSTANDING
2024 SIGNING BONUS**

For 2024, each member will receive a lump sum signing bonus in the amount of five hundred and fifty dollars (\$550) for Captains or five hundred dollars (\$500) for Firefighters to be paid within two pay periods of the signing of the collective bargaining agreement in 2024. This signing bonus is in consideration of the Union's agreement to the Township's Final Offer regarding Article 32 Insurance.

MEMORANDUM OF UNDERSTANDING
Unused Sick Leave Balance

Notwithstanding Article 19, Sick Leave, and Section 19.4 Carry Over, the parties agree that employees with an unused sick leave balance of more than 936 hours as of the date of ratification of the Agreement in 2020 will not lose those unused sick leave hours.

MEMORANDUM OF UNDERSTANDING
Vacation Accrual for Tim Carr and Brandon Connley

Notwithstanding Article 18, Section 18.1, the following members will accrue vacation based on their years of continuous active service, full-time and part-time, with the Township: Tim Carr; Brandon Connley.