

**AGREEMENT BETWEEN**

**SUGARCREEK TOWNSHIP**

**AND THE**

**SUGARCREEK TOWNSHIP PROFESSIONAL  
FIREFIGHTERS, IAFF LOCAL 4175**

**APRIL 1, 2015 THROUGH MARCH 31, 2018**

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**ARTICLE 1**

**PURPOSE**

This Agreement is made by and between Sugarcreek Township (“Township” or “Employer”) and the Sugarcreek Township Professional Firefighters, IAFF, Local 4175 (“Union” or “IAFF”) pursuant to the terms of Ohio Revised Code Chapter 4117. The purposes of this Agreement include the following: 1) to establish the wages, hours, or terms and other conditions of employment for those employees included in the Bargaining Unit as defined herein; 2) to promote cooperation and harmonious labor relations between the Township, Bargaining Unit Members and the Union; 3) to attract and retain qualified employees by providing benefits compatible with the financial resources of the Township; 4) to promote efficiency and improved service to the residents of Sugarcreek Township; 5) to provide for the peaceful and equitable adjustment of differences that may arise; and, 6) to ensure that all employees receive fair and impartial treatment.

**ARTICLE 2**

**RECOGNITION**

**Section 2.1 Recognition, Bargaining Units** The Township hereby recognizes the Sugarcreek Township Professional Firefighters, IAFF Local 4175 as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of employment.

**Bargaining Unit (02-REP-02-0036)**

Included: All full-time uniformed employees of the Fire Department including Firefighters, Lieutenants, Captains and Assistant Chiefs.

Excluded: Fire Chief, one Assistant Chief, one Administrative Assistant / Firefighter, those positions excluded by statute and not specifically included herein.

**Section 2.2 New Positions** In the event a new full-time position is created within the Department, the Employer shall notify the union of the new position and determine whether the new position will be included in, or excluded from, the Bargaining Unit. The Employer, upon request by the Union, shall meet with the Union to discuss the possible inclusion of the new classification within fourteen days after notification. If the parties cannot reach agreement regarding inclusion or exclusion of the new classification, the parties will proceed in accordance with Ohio Rev. Code Chapter 4117.

**ARTICLE 3**

**NO STRIKE-LOCKOUT**

**Section 3.1 No Strike** During the term of this Agreement, neither the Union, nor any Bargaining Unit employee shall, either directly or indirectly, call, encourage, authorize, instigate, participate, aid, condone or assist in any way a strike, work stoppage, slowdown or boycott, stay-home, concerted sick leave or other withholding of services. In the event of a violation of this Section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any Union Representative or employee representative or Officer of the Union. The Union recognizes that a violation of this Article shall be sufficient grounds for discipline, up to and including termination.

**Section 3.2 Union Action** In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the Employees;
- (b) Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- (d) Post notices on the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

**Section 3.3 No Lockout** The Employer agrees that, during the life of this Agreement, it shall not lockout any Bargaining Unit employee or otherwise prevent Bargaining Unit personnel from carrying out their scheduled and assigned tasks. If the Employer is found by SERB to be in violation of this Article, the Employer shall be responsible to remit all lost wages during the lock-out period.

#### **ARTICLE 4 NON-DISCRIMINATION**

**Section 4.1 Pledge Against Discrimination** The Employer and the Union agree not to interfere with the desire of any employee to become, remain, or refrain from becoming, a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in Ohio Rev. Code Chapter 4117. Bargaining Unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein.

**Section 4.2 Discipline For Nonperformance** Nothing herein shall be construed to prevent or preclude the Employer from disciplining an employee for lack of performance or for inability to perform assigned tasks.

**Section 4.3 Gender** Words, whether in the masculine or feminine genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 5 MANAGEMENT RIGHTS**

**Section 5.1 Authority** Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Township and the Fire Chief. Except to the extent modified by the provisions of this Agreement, the Township and the Fire Chief reserve and retain solely and exclusively all of its legal rights to manage the operations of Sugarcreek Township, as such rights existed prior to the execution of this Agreement with the Union. The rights of the Township and the Fire Chief shall include, but shall not be limited to, its rights to determine the facts that are the basis of management decisions and to establish, change or abolish policies,

practices, rules, or procedures for the conduct of the Fire Department, its employees and its service to the citizens of Sugarcreek Township, consistent with the provisions of this Agreement.

**Section 5.2**    **Rights**            The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees, are vested solely and exclusively with the Township, the Fire Chief and/or the Employer's designated representative. The Employer's exclusive rights shall include, but shall not be limited to, the following:

- A. Determine matters of inherent managerial policy including, but not limited to, areas of discretion or policies such as the functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, layoff and recall or to discipline for just cause; to maintain order among employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work or lack of funds;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. To determine and to take action to carry out the overall mission of the Department as a unit of government;
- H. Effectively manage the work force;
- I. Transfer or subcontract work;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to determine, and from time to time re-determine, the number, locations and relocations and types of its employees, or to terminate or eliminate all or any part of its work or facilities;
- L. Make any and all rules and regulations and to otherwise exercise the prerogatives of management.
- M. The right to establish starting times, quitting times, the numbers of hours of to be worked, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof;
- N. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;
- O. The right to maintain the security of records and other pertinent information;
- P. The right to determine and implement necessary actions in emergency situations;

- Q. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- R. The right to determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 5.3 Agreement Terms** The Union agrees that all of the Employer's functions, rights, powers, responsibilities, and authority in regard to the operation and direction of its work force and business, that the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

## **ARTICLE 6** **DUES DEDUCTION**

**Section 6.1 Deduction** The Employer agrees to deduct IAFF membership dues in accordance with this Article for all employees eligible for the Bargaining Unit. (see attachment A).

**Section 6.2 Authorization** The Employer agrees to deduct IAFF membership dues once each pay period from the pay of any eligible employee in the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the proper authorization, the Employer will deduct IAFF dues from the payroll check for the next pay period in which dues are normally deducted.

**Section 6.3 Indemnity** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of IAFF dues. The IAFF hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the IAFF, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

**Section 6.4 Check Off Deductions** The Employer shall be relieved from making such individual "check-off" 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) an unpaid leave of absence; (5) written revocation of the check-off authorization by the employee submitted during the period of 60 days before and up to the expiration date of this Agreement.

**Section 6.5 Insufficient Wages** The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of IAFF dues.

**Section 6.6 Processing Errors** The parties agree that neither the employees nor the IAFF shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is





herein shall be interpreted or construed to waive or preempt management rights as set forth in this Agreement or in state or federal law.

## **ARTICLE 9**

## **BULLETIN BOARDS**

**Section 9.1** **Space** The Township agrees to provide the Union with bulletin board space in agreed upon areas at all fire stations for use by the Union. Upon authorization of the Employer, the Union may be granted a reasonable amount of space in which to post other Union-related material.

**Section 9.2** **Unauthorized Material** No material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks on any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration, or any governmental unit or official;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; or,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in an employee organization.

**Section 9.3** **Removal** Upon the request of the Employer or designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

## **ARTICLE 10**

## **PROBATIONARY PERIOD**

**Section 10.1** **Original Probationary Period** Every newly appointed Bargaining Unit Member will be required to successfully complete a probationary period of one (1) year. The probationary period shall begin on the first day for which the employee begins work on a full-time basis for the Fire Department. The probationary period employee shall have an evaluation completed within thirty (30) days of the six (6) month mark and a second evaluation completed at least thirty (30) days prior to the one (1) year mark. The probationary employee may be removed at any time during his probationary period without recourse to the grievance procedure.

**Section 10.2** **Promotional Probationary Period** Any Bargaining Unit Member promoted to a position within the Department will be required to successfully complete a probationary period. The probationary period for promotional positions shall begin on the effective date of the promotion and shall continue for a period of one (1) year. The promotional probationary period employee shall have an evaluation completed within thirty (30) days of the six (6) month mark and a second evaluation completed at least thirty (30) days prior to the one (1) year mark. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his former classification, without recourse to the arbitration procedure.



imposition of discipline. The Employer will notify the employee that he may have a union representative present if the employer knows in advance that the meeting is disciplinary in nature.

Nothing in this Article shall be interpreted as limiting the Employer's ability to implement discipline at an advanced step where appropriate.

**Section 11.4 Appeal** After the pre-disciplinary meeting, the employee will be notified of the disciplinary action and the effective date of such disciplinary action. The employee may file a written appeal of the discipline that results in a loss of pay in accordance with the grievance and arbitration procedures set forth in this Agreement. Terminations may be appealed directly to the Arbitration Step of the grievance procedure.

**Section 11.5 Records** A written reprimand, or a note concerning an oral reprimand, will cease to have force and effect after eighteen (18) months from the date of issuance if no other similar disciplinary action has been taken against the employee. All other forms of discipline may, upon request, be removed from the employee's file after three (3) years from the date of issuance if no other disciplinary action has been taken against the employee. For the purposes of this Section, the "date of issuance" is considered to be the effective date of the discipline.

**Section 11.6 Exclusivity** The grievance procedure established by this Agreement shall be the sole means of appeal of any disciplinary action. An employee grieving a disciplinary action may skip any step of the procedure below the level of the official who took the original action.

## **ARTICLE 12**                      **SENIORITY**

**Section 12.1 Definition** Seniority is defined as the uninterrupted length of continuous full-time service with the Sugarcreek Township Fire Department.

**Section 12.2 Termination of Seniority** Seniority is broken in the following cases and, if the employee is re-employed, he starts with no seniority from prior employment:

- |                 |                                                |
|-----------------|------------------------------------------------|
| (a) Discharge   | (d) Expiration of Recall Time Following Layoff |
| (b) Resignation | (e) Other separation from service              |
| (c) Retirement  |                                                |

**Section 12.3 Uses of Seniority** Benefits and working conditions in which seniority is used are set forth in the Articles of this contract in which said benefits and conditions are defined.

**Section 12.4 Seniority Lists** The Employer shall prepare and maintain a seniority list indicating employee name, seniority date and current classification. Such lists shall be updated annually, posted in appropriate work locations and a copy given to the Union upon request. If two or more employees have identical hire dates, they shall be put on the seniority list in the order of the last four digits of the employees' social security numbers.

## **ARTICLE 13**                      **GRIEVANCE PROCEDURE**

**Section 13.1 Grievance Policy** Sugarcreek Township and the IAFF 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. No reprisals shall be taken against any employee initiating or participating in the grievance procedure. The parties recognize and agree that informal resolution of perceived grievances should first be attempted, where reasonably possible, prior to the submission of a formal, written grievance.

The Union and the Employer 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 Employer agree that they will attempt to discuss the validity of the grievance to determine whether a grievance is frivolous.

**Section 13.2 Grievance Defined** A grievance is a claim based upon the interpretation, application, meaning, or violation of any express provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance Procedure be used to affect changes or modify this Agreement.

A Grievance may be initiated by the Union or an aggrieved Bargaining Unit Member.

**Section 13.3 Disciplinary Action Defined** For the purposes of this Article, disciplinary action is any reduction in pay and/or position, removal or suspension. Grievances regarding discipline may be initiated at Step Two. All other forms of discipline may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

**Section 13.4 Contents of Grievance** Grievances must be completed and filed on the forms provided by the exclusive representative and must contain the following information. A Grievance that is not signed by the grievant(s), or that is otherwise substantially lacking in the following information, may be denied on that basis.

- 1) Aggrieved employee's name and signature;
- 2) Date grievance was first discussed;
- 3) Name of supervisor with whom grievance was first discussed;
- 4) Date grievance was filed in writing;
- 5) Date and time grievance occurred;
- 6) Description of incident giving rise to grievance;
- 7) Provisions of the Agreement allegedly violated; and,
- 8) Desired remedy to resolve grievance.

**Section 13.5 Grievance Procedure Steps**

**A. Step One – Assistant Chief** A Member having an individual grievance will submit the grievance in writing to the Assistant Chief(s) as designated by the Fire Chief. The Assistant Chief or his designee shall date the form, accurately showing the date his Department received the form. The grievance shall be submitted within ten (10) calendar days from when the Member knew, or should have known, of the events or circumstances giving rise to the grievance. Grievances brought to the Assistant Chief (except as otherwise provided herein) beyond the ten (10) calendar

day limit shall not be considered. The Assistant Chief may hold a meeting and will respond to the grievant and the Union within ten (10) calendar days of the submission of the grievance.

**B. Step Two – Fire Chief** Should the Grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Fire Chief or his designee. The Fire Chief or his designee shall date the form, accurately showing the date his department received the form. In the event the Fire Chief is the employee's immediate supervisor, the grievance shall be filed in writing with the Chief within ten (10) calendar days following the events or circumstances or events giving rise to the grievance. The Chief or his designee shall date the form, accurately showing the date his department received the form.

The Chief or his designated representative will review the information pertaining to the grievance and may investigate the grievance and/or hold a meeting with the Grievant to discuss the grievance. The Chief or his designee will render a written decision to the Grievant and the Union within ten (10) calendar days of receipt of the grievance. If a meeting is held, the Grievant may bring his chosen representative to the meeting. The Union has the right to attend the grievance meeting even if the Union is not the Grievant's chosen representative.

**C. Step Three – Township Administrator** Should the Grievant not be satisfied with the answer in Step Two, within ten (10) calendar days after receipt of the Step Two response he may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written response at the prior steps and any other pertinent documents, to the Township Administrator. The Township Administrator or his designee shall date the form, accurately showing the date his department received the form.

The Township Administrator or his designated representative will review the information pertaining to the grievance and may investigate the grievance and/or hold a meeting with the Grievant to discuss the grievance. The Township Administrator or his designee will render a written decision within ten (10) calendar days of receipt of the grievance. If a meeting is held, the Grievant may bring his chosen representative to the meeting. The Union has the right to attend the grievance meeting even if the Union is not the Grievant's chosen representative.

**D. Step Four - Arbitration** If the Union is not satisfied with the Step 3 response, the Union may submit a notice to the Township Administrator to proceed with the grievance to arbitration within fourteen (14) calendar days of the Step 3 decision.

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 nine (9) 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, and request from FMCS another list of nine (9) names, until a mutually agreed arbitrator is selected. Both parties may exercise this option one time in any one grievance. 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 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 express terms or provisions of this Agreement. The Arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, 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. Except to the extent modified by this Agreement, no decision by an Arbitrator shall be inconsistent with law.

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 Grievant, the Union representative, and employee witnesses, called by the Employer, who appear at an arbitration hearing during their normal working hours, shall not suffer any loss in pay. Member witnesses, other than the Grievant and Grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the Township, the Department and the safety of the citizenry of the Township are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

Upon request, at least ten (10) calendar days prior to the date scheduled for arbitration, the parties shall submit to each other the names of witnesses, and their expected testimony, and the documents intended to be used in an arbitration hearing in their case in chief.

The costs of the services of the Arbitrator, the fee of the Arbitrator and the Arbitrator's housing and lodging, if any, shall be borne by the losing party. In the event the Arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost and fees shall be shared by the parties. 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 13.6 Grievance Timelines** Unless otherwise provided herein, all grievances must be processed at the proper step in order to be considered at subsequent steps unless the parties agree, in writing, to waive certain steps. Any employee may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not advanced to the next step by the Grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall be deemed denied and presented to the next step. Time limits may be extended by the Employer and the Grievant or Union by mutual agreement in writing.





## **ARTICLE 16**

## **SICK LEAVE**

**Section 16.1** **Uses of Leave** Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed fifty-three hours for employees working a 53 hour workweek and forty hours for employees working a 40 hour work week. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.
- E. Illness or injury condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

For the purpose of this Section, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (*loco parentis*).

**Section 16.2** **Sick Leave Credit** Full-time employees on a forty (40) hour per week schedule shall be credited 4.6 hours of sick leave per pay period. Full-time employees on a twenty-four /forty-eight schedule shall be credited with 10.75 hours of sick leave per pay period. An employee who converts from one schedule to another shall immediately begin accruing leave at the new rate and shall have his accumulated leave adjusted to the new rate.

Sick leave credit shall not accrue during any unpaid leave or while the employee is in overtime status. Advance accumulation of sick leave shall not be permitted. Sick leave is cumulative without limit; however, the maximum amount allowable to be paid out upon separation shall be sixteen hundred (1,600) hours of sick leave. For purposes of this article, active pay status shall be defined as any day an employee works or is receiving compensation for sick leave, vacation time,

compensatory time, bereavement leave, injury leave, personal days, holiday time or any other paid leave.

**Section 16.3 Notice** When an employee is unable to report to work due to reasons specified in Section 16.1 above, he shall notify his Shift Commander or other designated person, at least two hours prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Shift Commander or other designated person.

**Section 16.4 Application For Leave** Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. When a 40-hour employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive work days or more, the employee shall furnish a certificate from his treating medical practitioner stating the nature and disposition of the illness or injury. When a 24/48 hour employee utilizes sick leave for medical appointments or where an absence exceed one shift, the employee shall furnish a certificate from his treating medical practitioner stating the nature and disposition of the illness or injury. Additionally, if the Employer has reasonable cause to believe potential sick leave abuse is occurring, it may, with advance notice, require an employee to submit a physician's statement following any use of sick leave. Falsification of an application for sick leave or a practitioner's statement, or failure to submit appropriate proof of illness or injury, may result in the disapproval of leave, disciplinary action, or both.

While an employee is on sick leave, he is expected to engage in those activities that are consistent with the reason for his sick leave and with his medical practitioner's direction. The Employer may investigate sick leave abuse. Any abuse or patterned use of sick leave may result in the denial of leave, disciplinary action, or both.

**Section 16.5 Upon Retirement** An employee who retires from active service with the Employer will be entitled to receive a percentage of his accumulated sick leave as follows:

Less than 10 years township service	not eligible
10 years township service	25% accumulated sick leave
15 years township service	30% accumulated sick leave
20 or more years township service	35% accumulated sick leave

Payment shall be based upon the employee's rate of pay at the time of retirement and shall not exceed a maximum payout of sixteen hundred (1,600) hours.

**Section 16.6 Death of Employee** In the case of the death of an active employee, the employee's accumulated sick leave shall be converted to a lump sum payment at one hundred percent (100%) of its value, payable to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

**Section 16.7 FMLA** The Township will take all steps necessary to comply with the Family and Medical Leave Act and all regulations issued under that Act. Employees entitled to



**Section 18.4 Scheduling** The scheduling of vacation time for each year (January 1 through December 31) will be in order of seniority will be submitted no later than December 1<sup>st</sup> of each preceding year and shall be completed according to the following:

- A. Only two full-time bargaining unit employees within the A, B, or C shift may select to be off during the same shift. In no event shall more than four A, B, and C shift full-time employees select to be off at any time.
- B. Full-time employees will have one opportunity to schedule any or all of their vacation time off (a maximum of five tours) the first time through the seniority list. The days must be taken consecutively.
- C. Full-time employees may sign up any or all of their remaining time the second time through the seniority list. This time may be taken consecutively or individually;
- D. After the second pass-through the seniority list, vacation time may be scheduled on a first in line first in time basis. Requests must be submitted to the Fire Chief or his designee at least forty-eight hours in advance. Employees will be notified of approval or denial by the end of the next business day following submission.

Leave shall be subject to operational needs and no vacation shall occur nor be permitted without the approval of the Fire Chief or his designee. The Employer will notify the employee in writing of the approval or denial of their January vacation leave picks no later than December 15<sup>th</sup> of each calendar year.

**Section 18.5 Absences** Absence because of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and with approval of the Fire Chief, be charged to vacation leave.

**Section 18.6 Accumulation** Vacation leave should be taken annually after one year of employment; however, the employee may carry-over up to one full year of vacation time each year, but may not hold more than twice their annual entitled hours at the time of their anniversary date. For purposes of calculation, vacation hours will be calculated through the last pay period up to the anniversary of full-time employment with the Township. Once the maximum allowable amount of vacation time is accrued the employee may choose to be paid for their accrued vacation time in excess of the allowable amount.

**Section 18.7 Upon Death** The Township shall pay, to the employee's beneficiary, the cash equivalent of the employee's unused vacation leave credit for all hours accumulated.

## **ARTICLE 19**

## **HOLIDAYS**

**Section 19.1 Holidays** Each Bargaining Unit Member will receive double time pay for all hours actually worked on any of the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Unit Recognition Day (July 29), Labor Day, Patriot Day (September 11<sup>th</sup>), Veteran's Day, Thanksgiving Day, and Christmas Day. Employees who are required to work on a holiday will be paid at the applicable rate of pay for all hours actually worked on the holiday. There shall be no pyramiding of pay.

**Section 19.2** **Holding the Holiday** When a Bargaining Unit Member works a holiday, he may either hold the holiday or receive the equivalent of his regular rate of pay (not double pay). If the employee holds the holiday, he may use the held holiday within the calendar year which it falls, except that an employee may carry over one (1) held holiday until April 1<sup>st</sup> of the following year. If the employee does not use the held holiday prior to April 1<sup>st</sup> of the following year, he will be paid out at the regular rate as earned on the holiday worked.

## **ARTICLE 20** **OCCUPATIONAL INJURY LEAVE**

**Section 20.1** **Leave** In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned or sworn function within the course and scope of the employee's employment, which illness or injury is not the result of "horseplay", sole negligence, recklessness or self-infliction by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth calendar day of absence or on the first day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupation Injury Leave (OIL) with full pay for a period not to exceed sixty (60) calendar days. The Employer may, at its sole discretion, extend injury leave up to an additional sixty (60) calendar days. The authorization of an OIL is a matter of administrative discretion and the Employer will decide in each individual case if, and/or how much, OIL is to be granted.

**Section 20.2** **Injury Claim** Any employee claiming an occupational illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon approval of the claim by Workers' Compensation, an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by Workers' Compensation, the employee must reimburse the Employer for all injury leave time. The reimbursement may be charged against an employee's sick leave, compensatory time and/or vacation leave.

**Section 20.3** **Benefit** It is understood and agreed that the Employer's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and that OIL is not in lieu of OBWC benefits.

**Section 20.4** **Light Duty** In lieu of granting OIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

**Section 20.5** **Light Duty Hours of Work** Employees that are placed on OIL shall work a schedule not to exceed 40 hours per week. Normal OIL duty shifts shall be 8 a.m. – 4:30 p.m. Monday through Friday subject to occasional weekend and evening hours for projects assigned by the Chief.

## **ARTICLE 21** **JURY DUTY/COURT TIME**

**Section 21.1 Jury Duty** Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear. An employee serving upon a jury in any court of record will be paid his applicable rate of pay for each regularly scheduled workday during the period of time so served. To be eligible, the employee must present the Township satisfactory evidence of the dates and time of jury service to be served. Upon receipt of payment for jury service, the employee shall submit jury fees to the Chief who shall then deposit such funds with the Clerk's office. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours. Employees who expect to be called for jury service shall notify the Shift Commander as promptly as possible so that the Shift Commander may make the necessary arrangements.

The Township expects each employee to perform his civic duty and serve when called; however, in exceptional cases, the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

**Section 21.2 Court Time** An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena for civil or criminal matters relating to duties performed for the Township shall be compensated in the same manner as regular duty hours for the time required. Upon receipt of payment for witness service, the Member shall submit fees to the Chief who will then deposit such funds with the Clerk's Office.

## **ARTICLE 22** **SHIFT TRADES**

**Section 22.1 Trades** An employee may be allowed to trade days off with another employee only when such trades do not interfere with the operations of the Department or create any additional cost to the Employer. Shift trades can occur but must occur in the same FLSA cycle. Trades are to be pre-approved by the Fire Chief or his designee.

**Section 22.2 Coverage Responsibility** The employee initially scheduled to work the shift or day in question shall be held responsible for ensuring that his assigned shift is covered.

## **ARTICLE 23** **PROMOTIONS**

**Section 23.1 Definition** A promotion is a personnel action by which an employee is advanced to a higher classification with new duties and having a higher pay range.

**Section 23.2 Vacancies** All full-time promotional vacancies, for which no promotional list exists, will be posted in each station at least sixty (60) days prior to the examination date. The notice will include the notification procedures by which employees may inform the Employer of their interest, the qualifications required and the study material required for the promotional test. The posting for each vacancy shall include the job title and description, hours of work, all required certifications, education and other requirements of the position.

**Section 23.3 Filling of Vacancies** Bargaining Unit vacancies within the Department shall be filled by the testing of each candidate. It shall be the sole right and responsibility of the Employer to administer and evaluate all promotional examinations, assessments and testing procedures, and to cause to be developed all promotional examinations, assessments and testing procedures. The testing procedure may include written tests, assessment centers, physical examinations, psychological-based examinations and other appropriate means of examination. Written examination scores will not be released to other individuals engaged in the grading process until testing is complete.

All qualifications shall be job-related and all candidates will be tested with the same tests and against the same standards, subject to applicable laws.

When two or more qualified candidates are competing for the same promotion and are substantially equal in terms of work histories and receive equal testing results, the most senior Bargaining Unit employee, as described in Article 12, will be promoted.

The following seniority points will be added to their overall score at the conclusion of the testing process :

3 years or more	2% of written examination points
5 years or more	4% of written examination points
10 years or more	8% of written examination points
15 years or more	12% of written examination points

Associate's Degree	1% of total points
Bachelor's Degree	2% of total points
Master's Degree	3% of total points

Should the test given be pass/fail, the employee must pass the test in order to proceed in the testing process and for the above points to be calculated and added to their final score. The Employer will include in the posting the required passing score.

**Section 23.4 Inspection** Any Bargaining Unit Member may inspect his written examination in accordance with the guidelines established by the independent testing service.

**ARTICLE 24 EDUCATIONAL BENEFIT PROGRAM**

**Section 24.1 Reimbursement** Courses related to college degree programs that are approved in advance by the Fire Chief and the Board of Trustees will be considered for reimbursement upon achievement of a "C" grade or its equivalent. Reimbursement percentages will be as follows: (1) grade of "A" - 70%; (2) grade of "B" - 60%; and, (3) grade of "C" - 50%. Reimbursement of the costs of the college degree courses shall be based on the Township's ability to pay. The amount of work time required to compensate for the costs of educational courses will be determined by the Fire Chief prior to beginning a college degree program.

**Section 24.2 Separation From Employment** Bargaining Unit Members who have received reimbursement as set forth above in excess of \$100.00 must reimburse this expense to the

Township upon their resignation or dismissal. This reimbursement will be in accord with the following increments beginning with successful completion of education: (1) within 6 months - 100%; (2) from 7-12 months - 50%; (3) from 13-18 months - 25%; (4) from 19-24 months - 10%; (5) after 24 months - 0%.

## **ARTICLE 25**

## **CERTIFICATION AND TRAINING**

**Section 25.1 Paramedic and Firefighter II Certification** All Bargaining Unit Members shall be required to maintain State of Ohio Paramedic and Firefighter II certifications. Revocation or expiration of these certifications shall be just cause for discipline up to and including termination, except as set forth in paragraph 25.6.

**Section 25.2 Training** The Employer shall pay for all associated costs for Bargaining Unit Members to maintain their required certificates or licenses. All training required by the Employer shall be considered time worked and employees shall receive the applicable rate of pay for all hours worked, including driving time to and from training sites located outside of Sugarcreek Township. An employee who fails to maintain required certifications and/or who fails to attend Employer-mandated training shall be subject to discipline. Mandatory trainings consist of both regularly scheduled weekly trainings and other applicable training. The Employer shall be required to provide at least seven days notice prior to a non-regularly scheduled training event. Employees shall be excused if they have previously scheduled leave.

**Section 25.3 Maintenance Of Certification** All training required by state or federal law to maintain certifications will be paid when performed on site. All training required by state or federal law to maintain certifications will be offered by the Employer. All training required by state or federal law to maintain certifications will be unpaid when performed off site except at the Employer's discretion.

**Section 25.4 Training Records** The Employer will maintain all training records and, upon an employee's request, will provide the employee with a copy of those records for purposes of re-certification or other such review or renewal purposes.

**Section 25.5 Expenses** The Employer shall pay for all necessary, reasonable, authorized and approved expenses incident to such training for required meals, lodging, parking, transportation, mileage, tuition and fees in accordance with Township policy.

**Section 25.6 Re-Certification Withheld** If an employee completes all approved training necessary to maintain his required certificates or licenses but, due to circumstances beyond his control, such re-certification or re-licensing is temporarily withheld, no disciplinary action shall be taken by the Employer. The Employer may modify or restrict an employee's duties and/or schedule until such time that re-certification or re-licensing is acquired. The Employee's pay shall not be altered as a result of such modification or restriction.

**Section 25.7 Certification Bonus Rate**



the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement.

## **ARTICLE 27**

## **HOURS OF WORK AND OVERTIME**

**Section 27.1 Scheduling** The Township currently adheres to the following schedules for Bargaining Unit Members:

- A. A,B,C Shift. 24/48 hour rotating schedule with an average of fifty-three hours in a week.
- B. 40 hour work week consisting of forty hours.

### **Section 27.2 Hours of Work**

40 hour workweek – These employees work five eight-hour days per week (or an equivalent alternative schedule), as assigned on a monthly basis, for a total of 40 hours per week.

53-hour average workweek – These employees (assigned to a 24/48 shift) work an uneven schedule. That is, in any standard 14-day pay period, they will work either 96 or 120 hours (4 or 5 shifts respectively). In order to pay employees a constant amount, payroll is determined from an average of 53-hour workweek (or 106 hours per pay period).

**Section 27.3 Overtime** All Bargaining Unit Members shall be paid overtime at a rate of one and one-half times their regular rate of pay for all hours in active pay status in excess of the number of hours regularly scheduled per pay period. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid. For purposes of this Article, active pay status shall be defined as time actually worked and as time spent on paid vacation leave, sick leave, holidays and personal leave. The Township reserves the right to mandate overtime.

The Fair Labor Standards Act (FLSA) requires that the Department establish a pay period for the determination of overtime. For those employees working a 53-hour average workweek or more, the Department uses a 28-day cycle, during which, any hours in excess of 212 are considered overtime. For those employees working a 40 hour schedule, all hours in excess of forty hours in a workweek are considered to be overtime.

**Section 27.4 Distribution of Overtime** Overtime hours shall be offered to all full time personnel by way of a rotating equalization chart. The chart will be organized by seniority with the most senior employee in the first position and the least senior employee in the last position. Overtime will first be offered to full time bargaining unit employees when there is a gap in coverage or open shifts due to injury or illness of scheduled employees. If a part-time employee calls in for injury or illness that open shift will be cycled through the full-time employees first. If coverage for the open shift cannot be found within the full time staff after the first attempt, the open shift will then be offered to the part time and/or volunteer personnel. If coverage for the open shift still cannot be found, overtime will be covered by force-in, beginning with the least senior employee on the chart and rotating through the most senior employee. Forced-in employees will

be cycled in a rotating manner through the Bargaining Unit member from bottom of the seniority list to the top as set forth in the Standard Operating Procedure. Issues and/or discipline related to forced-in employees and/or rotations are not grievable.

The Employer agrees that, once the schedule is posted, it will not be altered for the sole purpose of avoiding the distribution of overtime as set forth herein.

**Section 27.5 Compensatory Time** Non-exempt Bargaining Unit Members may elect to accept compensatory time off in lieu of overtime pay. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated up to a maximum of one hundred forty eight (148) hours at any given time. Once an employee accumulates one hundred forty eight (148) hours of compensatory time, any future overtime hours worked shall be compensated with overtime pay.

The Employer cannot require that an employee take compensatory time off rather than overtime pay for hours worked. However, the Employer may require that an employee utilize accumulated compensatory time within a specified time frame. Unused compensatory time will be paid out prior to promotions, step increases and/or April 1 of each year. To be considered, requests for compensatory time off must be submitted not less than forty-eight (48) hours in advance of the requested time off. Employees will be notified by 4:00 pm the next business day whether they are approved for compensatory time off. Compensatory time will be paid out at the rate at which it was earned.

**Section 27.6 Call-In Time** Employees called in and required to work at a time disconnected to their regularly scheduled hours of work shall be paid a minimum of two (2) hours pay at the employee's overtime rate of pay.

**Section 27.7 EDO Scheduling** Only employees working a 24/48 schedule will receive EDOs. Employees shall have a total of seven (7) EDOs per calendar year. Employees will be permitted to schedule all seven (7) EDOs in blocks as set forth by management on or before November 15<sup>th</sup> of each year. Employees must submit their EDO requests by December 1 for the following year. Employees hired on or after January 1 shall receive a prorated number of EDOs as follows: January 1- March 31 receives seven (7) EDOs; Hire date April 1- June 30 receives five (5) EDOs; Hire date July 1- September 30 receives three (3) EDOs; Hire date October 1- December 31 receives one (1) EDO. All EDOs will be scheduled immediately following vacation leave picks and will be chosen in the order of seniority. EDOs may not be scheduled consecutively and only one bargaining unit member per shift may be off on an EDO at one time.

## **ARTICLE 28**                      **INSURANCE**

**Section 28.1 Health And Life Insurance** Bargaining Unit employees shall be entitled to the same health and life insurance benefits as other Township employees enrolled in the Township health and life insurance plans. Life insurance policy shall be in the amount of \$50,000. It is agreed and understood that the schedule of benefits for Bargaining Unit employees shall be the same as those set forth for all other Township employees on the Township health plan. It is further agreed and understood that the monthly premium contributions for Bargaining Unit employees

shall be the same as those set forth for all other Township employees on the Township health plan. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

**Section 28.2 Committee** If Sugarcreek Township determines that it is desirable to establish any committee or procedure for the purposes of seeking employee input on any insurance benefit provided to Bargaining Unit employees, such committee or procedure shall include the participation of one (1) Bargaining Unit employee. The Bargaining Unit employee who participates in such committee or procedure shall be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the Township.

**ARTICLE 29**

**WAGES AND COMPENSATION**

**29.1 WAGES**

<b>RANK</b>	<b>2015</b>	<b>2015</b>	<b>53 Hourly</b>	<b>40 Hourly</b>
<b>Firefighter</b>	<b>A</b>	\$43,904.65	\$15.93	\$21.11
	<b>B</b>	\$45,180.17	\$16.39	\$21.73
	<b>C</b>	\$46,522.81	\$16.88	\$22.37
	<b>D</b>	\$47,966.16	\$17.40	\$23.06
	<b>E</b>	\$49,409.49	\$17.93	\$23.75
<b>Lieutenant</b>	<b>A</b>	\$53,135.37	\$19.28	\$25.55
	<b>B</b>	\$54,729.42	\$19.86	\$26.31
	<b>C</b>	\$56,371.31	\$20.45	\$27.10
<b>Captain</b>	<b>A</b>	\$59,915.75	\$21.74	\$28.81
	<b>B</b>	\$62,936.70	\$22.84	\$30.26
	<b>C</b>	\$64,824.80	\$23.52	\$31.17
<b>Asst. Chief</b>	<b>A</b>	\$66,058.36	\$23.97	\$31.76
	<b>B</b>	\$68,040.12	\$24.69	\$32.71
	<b>C</b>	\$70,081.32	\$25.43	\$33.69
<b>RANK</b>	<b>2016</b>	<b>2016</b>	<b>53 Hourly</b>	<b>40 Hourly</b>
<b>Firefighter</b>	<b>A</b>	\$45,002.27	\$16.33	\$21.64
	<b>B</b>	\$46,309.67	\$16.80	\$22.26
	<b>C</b>	\$47,685.88	\$17.30	\$22.93
	<b>D</b>	\$49,165.31	\$17.84	\$23.64
	<b>E</b>	\$50,644.73	\$18.38	\$24.35

<b>Lieutenant</b>	<b>A</b>	\$54,463.75	\$19.76	\$26.18
	<b>B</b>	\$56,097.66	\$20.35	\$26.97
	<b>C</b>	\$57,780.59	\$20.97	\$27.78
<b>Captain</b>	<b>A</b>	\$61,413.64	\$22.28	\$29.53
	<b>B</b>	\$64,510.12	\$23.40	\$31.01
	<b>C</b>	\$66,445.42	\$24.11	\$31.94
<b>Asst. Chief</b>	<b>A</b>	\$67,709.82	\$24.57	\$32.55
	<b>B</b>	\$69,741.12	\$25.30	\$33.53
	<b>C</b>	\$71,833.35	\$26.07	\$34.54

<b>RANK</b>	<b>2017</b>	<b>2017</b>	<b>53 Hourly</b>	<b>40 Hourly</b>
<b>Firefighter</b>	<b>A</b>	\$46,352.34	\$16.82	\$22.28
	<b>B</b>	\$47,698.96	\$17.31	\$22.93
	<b>C</b>	\$49,116.76	\$17.82	\$23.61
	<b>D</b>	\$50,640.27	\$18.37	\$24.35
	<b>E</b>	\$52,164.07	\$18.93	\$25.08
<b>Lieutenant</b>	<b>A</b>	\$56,097.66	\$20.35	\$26.97
	<b>B</b>	\$57,780.59	\$20.97	\$27.78
	<b>C</b>	\$59,514.01	\$21.59	\$28.61
<b>Captain</b>	<b>A</b>	\$63,256.05	\$22.95	\$30.41
	<b>B</b>	\$66,445.42	\$24.11	\$31.94
	<b>C</b>	\$68,438.78	\$24.83	\$32.90
<b>Asst. Chief</b>	<b>A</b>	\$69,741.11	\$25.31	\$33.53
	<b>B</b>	\$71,833.35	\$26.06	\$34.54
	<b>C</b>	\$73,988.35	\$26.85	\$35.57

\*Hourly & OT wages are dependent upon shift schedule

Wage Formula: Annual Base Salary / shift schedule = hourly rate

Step increases will occur on the anniversary date of the position the employee currently holds.

**Section 29.2 Longevity** Employees shall be eligible to earn longevity payments for their service time with the Sugar creek Township Fire Department payable the first full pay period in December of each year. Longevity shall be paid to those employees who have the completed years of service by December 1<sup>st</sup> of each year. Employees who separate from service before December 1<sup>st</sup> shall not be entitled to any portion of the longevity payment. The amounts shall increase when the

employee reaches the completed new years of service indicated, according to the following schedule.

Eight to Eleven (8-11) years of service:	\$350
Twelve to Fifteen (12-15) years of service:	\$500
Sixteen to Twenty (16-20) years of service:	\$750
Twenty One or more (21+) years of service:	\$1000

The amount of the adjustment will be calculated into the employee's base rate of pay each November for the prior year. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

**Section 29.3 Shift Commander Plus Pay** Members of the Bargaining Unit, in the Firefighter classification, that are required to work as a Shift Commander on a temporary basis of not less than 60 minutes and up to an entire 24 hour shift, will receive \$0.75/hr in addition to their normal straight time rate or overtime rate for the total number of hours worked in a Shift Commander position.

## **ARTICLE 30 MEDICAL EXAMINATIONS**

**Section 30.1 Examinations** The Employer may require an employee to take an examination, conducted by a licensed medical practitioner of the Employer's choosing, to determine the employee's physical or mental capability to perform the essential functions of his position. Medical examinations shall be required for employees when ordered by the Employer.

If the employee disagrees with the results of an examination ordered by the Employer, he may be examined by a licensed medical practitioner of his choice, at his expense. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final.

When the Township orders a medical examination, the Township will request that the medical practitioner release the examination results to the employee and the Township at the same time.

**Section 30.2 Inability To Perform** If an employee after examination is found to be unable to perform the essential functions of his position, the employee may utilize accumulated unused sick leave or other leave benefits. An employee who is unable to perform the essential functions of his position, and who has utilized all of his accumulated leave benefits, will be placed on a disability separation. An employee placed on a disability separation shall, with an appropriate medical release, have reinstatement rights for a period not to exceed twelve months from the date they first left service.

**Section 30.3 Requirements** Refusal of an employee to submit to an examination, or to release the results of an examination, will be considered insubordination and shall be grounds for discipline.

**Section 30.4 Cost Of Examinations** Any cost for examination required by the Employer shall be paid by the Employer. Any cost for examination by a neutral licensed practitioner shall be paid by the Employer.

**Section 30.5 Administrative Paid Leave** An employee who is not on leave, and who is required to take a medical examination by the Employer, shall be placed on paid administrative leave pending the determination of the examination.

## **ARTICLE 31 WAIVER IN CASE OF EMERGENCY**

**Section 31.1 Emergency** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Greene County Sheriff, or the Sugarcreek Township Trustees, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer during, or as a result of an emergency as defined herein:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of employees within their department.

**Section 31.2 Grievances** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had progressed prior to the emergency.

## **ARTICLE 32 CONFLICT AND AMENDMENT**

**Section 32.1 Conformity To Law** This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State Laws. Should any provision or provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

**Section 32.2 Issues Not Addressed In Contract** Where this Agreement makes no specification about a matter, the public employer and public employees are subject to all applicable State or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

**Section 32.3 Revision Of Invalid Provisions** In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by good faith negotiations up and through the impasse procedure as provided under O.R.C. §4117.

**Section 32.4 Amendments to Agreement** Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and the Township Trustees.

**Section 32.5 Conflict with Rules** Unless specified herein, this Agreement supercedes all rules and regulations pertaining to wages, hours and terms and conditions of employment for Bargaining Unit employees. This Agreement also supercedes all Township policies and procedures that directly conflict with provisions of this Agreement.

**ARTICLE 33 RESIDENCY**

Residency requirements for bargaining unit members shall be inside Greene County, counties contiguous to Greene County, or within a 60 minute radius of station 71 (33 East Franklin Street, Bellbrook, OH) as shown on the MABAS map.

**ARTICLE 34 PERSONNEL FILES**

**Section 34.1 Personnel Files** Bargaining Unit members will be allowed to review his/her personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or its designated representative. If, upon examining of the personnel file, any Bargaining Unit member has reason to believe that there are inaccuracies in documents contained therein, they may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions the Employer shall remove the faulty document from the personnel file. If the Employer does not concur with the contentions of the Bargaining Unit member, he will attached the member's written memorandum to the document in the file. No anonymous material shall be included in the employee's official personnel file.

**Section 34.2 Compliance with Public Information Laws** Bargaining Unit members will be notified in writing of a request for information from their personnel file. The Employer will comply with Ohio and Federal law in the release and non-release of personal information.

**ARTICLE 35 DURATION AND EXECUTION**

**Section 35.1 Duration** This Agreement shall be effective on the date of execution except as provided herein and shall remain in effect through March 31, 2018 and may be extended thereafter by mutual written agreement of the parties.

**Section 35.2 Waiver** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make unlimited demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**Section 35.3 Execution** IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this \_\_\_\_\_ day of March, 2018.

FOR: SUGARCREEK TOWNSHIP PROF.  
FIREFIGHTERS, LOCAL 4175:

FOR SUGARCREEK TOWNSHIP:

\_\_\_\_\_  
Scott Rigsby, Bargaining Committee

\_\_\_\_\_  
Nadine Daugherty, Trustee

\_\_\_\_\_  
Kenneth Collier, Bargaining Committee

\_\_\_\_\_  
Mike Pittman, Trustee

\_\_\_\_\_  
Sarah Michel, IAFF Local 4175 Attorney

\_\_\_\_\_  
Scott Bryant, Trustee

\_\_\_\_\_  
Barry Tiffany, Township Administrator

\_\_\_\_\_  
Randy Pavlak, Fire Chief

**ATTACHMENT A**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

NAME: \_\_\_\_\_

RANK: \_\_\_\_\_

DEPARTMENT: FIRE

I hereby authorize the Employer to deduct the sum of \$ \_\_\_\_\_ from my wages each pay period for dues in IAFF Local 4175, effective \_\_\_\_\_.

It is my understanding that this Authorization can only be revoked by submission in writing to the Employer and the Union during the period of sixty days before and up to the expiration of the Agreement.

I also hereby Authorize the Employer (Sugar creek Township) to accept and honor the written request of IAFF Local 4175 signed by the Union President and Treasurer, to increase or decrease the amount of dues withheld from my wages.

MEMBER \_\_\_\_\_

WITNESS \_\_\_\_\_