

**WEST CHESTER TOWNSHIP**

Local #3518

International Association of Fire Fighters

EMPLOYMENT AGREEMENT

WITH

THE BOARD OF  
WEST CHESTER TOWNSHIP TRUSTEES  
Butler County, Ohio

**January 1, 2006 – December 31, 2008**

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## **AGREEMENT**

Agreement made and entered into this day of January 1, 2006 by and between THE BOARD OF TRUSTEES OF WEST CHESTER, Butler County, Ohio (hereinafter called the "West Chester Township Trustees" or "Employer" or "Management"), on behalf of the Township and West Chester Township Professional Fire Fighters Association Butler County IAFF #3518, (hereinafter called "Association", "Firefighters" or "Union") acting herein on behalf of the employees of the West Chester Township Fire Dept., as hereinafter defined, now employed and here after to be employed and collectively designated as the "Employees".

**WHEREAS**, the Employer recognizes the Union as the collective bargaining representatives for the Employees covered by this agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this agreement protect against interruptions and interferences with services to the citizens for West Chester Township, and surrounding communities, and to set forth herein their agreement covering wages, hours, and conditions of employment:

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE 1**

### **Recognition**

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all full-time Firefighters and Lieutenants / EMT's / Paramedics, employed by the Employer but excluding the Chief, Assistant Chiefs, Captains and all Office Employees, Clerical and Part-time Employees of the Fire Department.
2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

## **ARTICLE 2**

### **No Discrimination**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.
2. There shall be no discrimination by the Employer or the Union against an Employee on the basis of such Employee's membership or non-membership in the Union.

## ARTICLE 3

### **Bargaining Unit Activity, Visitation and Bulletin Boards**

1. Upon reasonable notification to a management representative on the premises, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.
2. The Employer shall provide and maintain at each station a Bulletin Board, which shall be used for the purpose of posting proper Union notices and for Local business. Such Bulletin Board shall be placed in a prominent place in each station. The Bulletin Boards shall not be used to post items, which are obviously derogatory to Management. Department Members not included in the Local shall not be permitted to post materials on the Board, nor shall they be permitted to deface any items posted by the Local. Members of the Local shall likewise respect and refrain from posting items on and/or defacing any other bulletin boards at any of the stations.
3. No Union business may be conducted during work time without the prior approval of the Employer.
4. Employees may use Vacation and Compensatory Time (if available) to participate in conventions, pension business, educational conferences, and to attend normal operating functions of the Union. Such absences shall be subject to the current Departmental or Contractual regulations governing the use of Vacation and/or Compensatory Time as may apply.

## ARTICLE 4

### **Management Rights**

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:
  - (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - (b) Direct, supervise, evaluate, and hire Employees;
  - (c) Maintain and improve the efficiency and effectiveness of the Employer's operations;
  - (d) Determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
  - (e) Suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, reassign, schedule, promote or retain Employees;
  - (f) Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
  - (g) Determine the overall mission of the Employer as a unit of government;
  - (h) Effectively manage the work force;
  - (i) Take actions to carry out the mission of the Employer as a governmental unit;
  - (j) It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein.
  
2. The Employer shall not hereafter subcontract any of its fire or life squad service without first notifying the Union of such intention to subcontract and bargaining with the Union about its intent to subcontract. If, after notifying and bargaining with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its Employees and carry out any agreements which may be reached during the course of such discussions. If any subcontracting results in a layoff, the Employer shall maintain a preferential recall list of laid off Employees for one year (12 months), without loss of seniority.
  
3. The Employer shall not make substantive changes in its rules and regulations or prevailing rights until it has notified the Union concerning such changes except as such changes may be required by law or by rules and regulations of local, state or federal administrative agencies; provided that if the Employer issues a substantive rule change which becomes effective because of an emergency or through inadvertence before the Union is notified about such change, the Union shall immediately be given notice.

## ARTICLE 5

### Seniority

1. **Definition:**

Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Full-time Employee in the service of West Chester Township Fire Department.

2. **Accrual:**

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee Loss returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

3. **Loss of Seniority:**

An Employee's seniority shall be lost and employment terminated when he or she:

(a) terminates voluntarily;

(b) is discharged for cause;

(c) exceeds an official leave of absence;

(d) is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years' seniority; or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years seniority;

(e) fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

4. **Application:**

Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

5. **Layoff:**

In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority.

6. **Recall:**

Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

## ARTICLE 6

### **No Strike or Lockout**

1. No Employee shall engage in any strike, sit down, sit in, cessation, stoppage or refusal to perform work, including any intermittent strike activity.
2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, sit down, sit in, cessation, stoppage or refusal to perform work, including any intermittent strike activity.
3. 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 (24) 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.
4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.

## ARTICLE 7

### **Probationary Employees**

1. Newly hired full-time Employees shall be considered probationary for a period of three hundred sixty-five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work.
2. During the probationary period, the Employer, including the Fire Chief, may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement or Section 505.38 et seq. of the Ohio Revised Code.
3. The parties agree that this Agreement shall be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law as to this entire Agreement, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10 (A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.
4. Newly hired Employees' employment shall be contingent on the successful passing of the required courses and subsequent certifications needed for his/her position. Those required courses and subsequent certifications shall be defined as the State of Ohio issued Firefighter II or equivalent, and the State of Ohio Paramedic Certification.
5. Employees newly promoted to the rank of Lieutenant shall be considered probationary for a period of three hundred sixty-five (365) calendar days from the first day such employee serves in the higher rank. Any employee who, in the sole discretion of the Fire Chief, fails probation, shall be returned to their former position without loss of seniority.
6. Employees newly promoted to the rank of Lieutenant shall have the full effect of all benefits and provisions provided for within this Agreement during such probationary period.
7. Employees newly promoted to the rank of Lieutenant shall receive an interim written performance evaluation, conducted by the Fire Chief or his designee, no later than six (6) months after the employee's promotion date, for the purpose of identifying problem areas which may adversely affect the employee's completion of probation and/or the eligibility for a step increase.
8. An absence from work during an initial or promotional probationary period exceeding more than 30 consecutive calendar days will result in an automatic extension of the probationary period equal to the period of absence. Notice of such extended probationary period will be given, in writing, to the Employee with the new probationary period ending date prior to the end of the initial probationary period. If the Employee successfully completes the extended probationary period, the step increase shall be effective on the employee's anniversary date, or one year from the date of promotion.

## ARTICLE 8

### **Discharge and Discipline**

1. The Employer, including the Fire Chief, shall have the right to discharge, suspend or discipline any Employee for just cause.
2. Verbal Counseling is not considered a disciplinary action and as such, they are not subject to the grievance process.
3. In the event of a proposed suspension, reduction, removal or discharge, the grievance and arbitration procedure of this Agreement shall exclusively apply.

4. With respect to disciplinary matters:

(a) **Notice:**

The Employer will notify the Employee, in writing, within five (5) working days excluding weekends and Holidays after completion of the investigation and the making of a decision on the matter, of any written reprimand, suspension, reduction or removal. Written notice will be either hand delivered or mailed to the Employee's last known address.

(b) **Contest:**

If the Union or the Employee desires to contest a suspension, reduction or removal, written notice thereof shall be given to the Employer within a period not to exceed seven (7) calendar days excluding weekends and Holidays from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 2 of the grievance procedure.

5. Upon request of the Employer, an Employee who has been absent from work (other than earned sick leave, vacation, holiday or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

## ARTICLE 9

### Grievance Procedure

1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

(a) **Step 1:**

Within a reasonable time, not to exceed five (5) Calendar days, excluding weekends and Holidays, following the date of occurrence, and except as provided in Article 9, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the supervisor on his shift. The Employer, or Employer's designee, normally the Asst. Chief, shall give its answer to the Employee and/or his Union representative within five (5) Calendar days, excluding weekends and Holidays, after the presentation of the grievance in Step 1. Within this ten (10) Calendar day period, excluding weekends and Holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

(b) **Step 2:**

If the grievance is not settled in Step 1, the grievance may, within five (5) Calendar days, excluding weekends and Holidays, after the answer in Step 1, be presented in Step 2 in writing to the Fire Chief or his designee. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within five (5) Calendar days, excluding weekends and Holidays, after its presentation.

(c) **Step 3:**

If the grievance is not settled in Step 2, the grievance may, within five (5) Calendar days, excluding weekends and Holidays, after the answer in Step 2, be presented in Step 3 in writing to the Township Administrator, or if none exists, to the President of the Board of Township Trustees. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) Calendar days, excluding weekends and Holidays, after either its presentation to the Administrator or the date of the meeting, whichever is later.

(d) **Step 4:**

As specifically provided in Article 4, a grievance which has not been resolved may be referred to binding arbitration.

2. Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

3. Any grievance not answered by the Employer, within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step.
4. A time limit under this Article may be extended by the mutual agreement of the parties in writing.
5. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure.
6. An Employee serving an initial probationary period shall not be permitted or entitled to use the grievance and arbitration procedure for any purpose.
7. It is the intention of the parties that as to all matters involving discipline and termination of Employees that this contract's Articles 7, 8 and 9 procedures apply, in lieu of the otherwise applicable provisions of the Ohio Revised Code, including R.C. Section 505.38, et seq.

## ARTICLE 10

### Arbitration

1. **Procedure for requesting:**

- (a) A grievance as defined in Article 9 which has not been resolved thereunder may, within ten (10) Calendar days, excluding weekends and Holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the American Arbitration Association (“AAA”) and by sending a copy of the notice to the other party.
- (b) The arbitrator shall be a mutually agreed upon neutral third party selected from a list of nine (9) potential arbitrators furnished by AAA. The arbitration shall be conducted in accordance with AAA rules.

2. **Fees:**

The fees and expenses of the arbitrator shall be borne equally by the parties.

3. **Binding effect:**

The award of the arbitrator hereunder shall be final and binding upon the Employer, the Employee and the Union.

4. **Powers of the Arbitrator:**

- (a) The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement.
- (b) This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

# **ARTICLE 11**

## **Personnel Files**

### **1. Public Access:**

- (a) If, under the Public Records Act, a non-Employee makes a request to inspect an Employee's personnel records, the Employee will be notified of the date and time of the inspection, if practical, and given an opportunity to review the file or information prior to the inspection.
- (b) If access is given to an Employee's personnel file to persons outside the employment of the Township without the prior knowledge of the Employee, a reasonable effort will be made by the Employer to inform the Employee of same after the fact.

### **2. Records of Disciplinary Actions:**

- (a) Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.
- (b) Verbal Counselings and Records of Verbal Counselings are not considered disciplinary actions, and will contain a statement to that effect.
- (c) Written reprimands and records of Verbal Counselings may be kept in an Employee's personnel file for up to two (2) years from the date of the last occurrence. After two (2) years, if no further disciplinary action has been taken against the Employee, the reprimand will be expunged from the file.
- (d) Disciplinary actions greater than written reprimands are a permanent part of the Employee's work record.

- 3. Employees will be provided with copies of items placed in their personnel files. If an unfavorable item or document is placed in such file, the Employee will be permitted to add a written response or explanation within 30 days of placement of the unfavorable document in the personnel file.

