

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SYCAMORE TOWNSHIP, OHIO**

**And**

**SYCAMORE TOWNSHIP PROFESSIONAL FIRE FIGHTERS IAFF 3907**

**August 19th, 2012  
Through  
December 31, 2014**

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**Appendix A: Fire Department Base Salaries**

As of August 19<sup>th</sup> 2012, members of the collective bargaining unit have agreed to a contract extension from the original January 1<sup>st</sup>, 2012 to December 31<sup>st</sup> 2012 agreement. This contract extension shall take effect August 19<sup>th</sup> 2012 and run through December 31<sup>st</sup> 2014.

This Agreement is made and entered into this 19th day of August, 2012, by and between Sycamore Township (hereby referred to as the "Township") and Sycamore Township Professional Fire Fighters IAFF 3907 (hereby referred to as the "Union").

It is the intent and purpose of this Agreement to promote and improve harmonious relations between the Township and its full-time firefighter employees, to set forth the entire Agreement between the parties, and to provide a procedure for the prompt disposition of grievances so that there shall be no interruption or impeding of the work.

Whenever the male pronoun or adjective is used in the Agreement, it shall be deemed also to include the female, unless otherwise indicated.

## **ARTICLE 1. RECOGNITION**

The Township hereby recognizes the Union as the sole and exclusive representative and collective bargaining agent for all full-time firefighter employees as certified in SERB Case No. 99-REP-01-00006. The Township recognizes the right of the employees covered by this Agreement to elect representatives to represent the bargaining unit for the Association.

## **ARTICLE 2. UNION DUES**

Section 1. Union Dues. Upon the written authorization of the employee, the Township agrees to deduct each pay period from the wages of each employee a specific amount for membership dues, initiation fees, and assessments. This shall be in effect until the employee revokes the authorization by written notice to the Fiscal Officer or until the employee's employment by the Township is terminated. Any money so deducted shall be remitted monthly to the Union with a listing of the employees for whom deductions were made and the amount remitted for each such employee. If an employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that period.

Section 2. Indemnification. The Union hereby indemnifies and holds the Township and/or the Fiscal Officer of the Township harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

## **ARTICLE 3. NON-DISCRIMINATION**

There shall be no discrimination, interference, restraint, coercion, or reprisals against any employee because of Union membership, or non-membership or participation or non-participation in any lawful activity on behalf of the Union.

## **ARTICLE 4. NO STRIKE/NO LOCKOUT**

Section 1. During the life of this Agreement, or any extensions hereof, the Union, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice or economic), slowdowns, walkouts, refusals to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the Township. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date, or dates, when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

Section 2. In the event any employee covered hereunder is engaged in any violation of Section 1, above, the Union shall, upon notification by management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 1. The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike or other activity in violation of this Article.

Section 3. Any strike or any other prohibited activity of the employees entered into or called for by the Union shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 4. The Township shall have the right to impose discipline up to and including discharge for any employee, who directly or indirectly authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.

Section 5. The Township shall not lock out the employees during the term of this Agreement.

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

Section 1. The Union recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the lawful Resolutions of the Sycamore Township. Further, all rights which ordinarily vest in and are exercised by employees except as specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

a. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

b. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; and to determine the amount of staff and supervision necessary, work schedules, and the method or process by which work is performed.

c. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce work rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications.

d. The right to determine, through investigation or otherwise, facts which are the bases of management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Sycamore Township and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Sycamore Township; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Fire Department of Sycamore Township, Ohio, subject to the terms of this Agreement; provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any article or specific term of this Agreement.

Section 2. The parties further agree that the management rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference and that the recitation of the above management rights herein does not make them subject to bargaining in the future. Nothing in this Article shall abrogate rights otherwise obtained through negotiations as expressly set forth in this Agreement.



## **ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Definition of a Grievance. A grievance is a difference or dispute between the parties or an employee concerning the application, meaning or interpretation of the express terms of this Agreement, unless otherwise specifically excluded.

### Section 2. Applicability.

a. A grievance may be brought by the Union on behalf of any member or in its own name where a group of bargaining unit members are affected. The grievance shall be dated and signed by the employee or, where a group of employees are involved, by an Union Representative. The grievance shall set forth the facts which are the basis for the grievance, the article(s) of the Agreement allegedly violated, and the remedy sought.

b. A grievance may be brought by the Township. The grievance shall be dated and signed by a representative of the Township. It shall set forth the facts which are the basis for the grievance, the Articles of the Agreement allegedly violated, and the remedy sought. A Township generated grievance shall be delivered to an officer or a representative of the Sycamore Township Firefighters Union with five (5) business days of the date on which the grievance arose or on which the Township became aware of the grievance. The Township and the Union shall meet as soon as possible and attempt to resolve the grievance. If the grievance cannot be resolved, the Township may process the grievance directly to the Arbitration procedure (Step 4) set forth in this Article.

c. This Procedure constitutes the sole recourse by an employee with respect to disciplinary actions taken by the Township, including removals. Accordingly, this procedure constitutes a procedure for removal "as otherwise provided for" within the meaning of Ohio Revised Code Chapters 505 and 733 and provides sufficient due process to bargaining unit employees.

d. All disciplinary action shall be subject to this Grievance/Arbitration Procedure, except verbal counseling and verbal reprimands. Disciplinary discharges and layoffs shall be processed directly to Steps 3 and 4 of this Procedure.

Section 3. Employee Rights. In all grievance proceedings, the employee has the right to represent himself or to be represented by a Union representative or Union legal counsel.

Section 4. Definition of a Business Day. A "business day" shall be defined as Monday through Friday, excluding holidays, or any day that the Township Administration Building is closed for normal business.

Section 5. Timeliness. If any employee, the Union, or the Township does not comply with the time limits set forth herein for the filing or processing of a grievance, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration by the same Grievant or be made the basis for any action under this Agreement or otherwise. If the Fire Chief, Township Administrator, or Board of Trustees do not answer a grievance within the time limits set forth herein, the grievance will be considered as denied and processed to the next step in this Procedure. The parties may extend any of the time limits set forth in this procedure by mutual written agreement.

Section 6. Grievance Steps. The following steps shall be followed with regard to all grievances unless otherwise specifically provided for in this Article.

Step 1: The aggrieved employee or his representative shall orally present a written grievance to the Chief within five (5) business days of the date on which the grievance arose. The Chief shall render a written decision within five (5) business days from the date on which the grievance was submitted, and present same to the aggrieved employee or his representative.

Step 2: If the grievance is not resolved to the satisfaction of the Association in Step 1, the Union within five (5) business days from the receipt of the written response of the Chief may appeal the grievance to the Administrator. The Administrator may, within five (5) business days from the receipt of the grievance, call a meeting to include the Supervisor and the Chief, the aggrieved party and, if requested, his Union representative or Association legal counsel. The Administrator will preside over the meeting. The purpose of the meeting is to discuss all pertinent facts and positions of the parties. The Administrator shall then render a written decision within five (5) business days from the completion of the hearing.

Step 3 If the grievance is not resolved to the satisfaction of the Association in Step 2, the Union within five (5) business days from the receipt of the response to the grievance may appeal the grievance to the Township Board of Trustees for determination. Upon notification by the Union, the Township Fiscal Officer shall submit to the Board of Trustees at a regular scheduled meeting copies of all written material filed with the Fiscal Officer. The Board of Trustees, in executive session, shall hear and consider the grievance within thirty (30) business days after receiving the written material. This hearing is informal and will not involve calling and cross-examining witnesses. A written decision will be issued within ten (10) business days after the grievance is heard.

Step 4 If a grievance is not resolved to the satisfaction of the Union at Step 3, it may be submitted to arbitration upon written request of the Sycamore Township Firefighters Union. The Union shall notify the Township of its intent to seek arbitration within five (5) business days of its receipt of the Step 3 answer. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the five (5) business day period described above shall be deemed settled on the basis of the last answer by the Township or its representative(s).

a. The arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are residents from FMCS Area #16 (Southwest Ohio). The parties shall alternately strike the name of the arbitrators until only one name remains. Either party may once reject the list prior to said striking and request from FMCS another list of nine (9) until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

b. If either party challenges the arbitrability of a grievance it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first and only question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines by written opinion the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator in a subsequent hearing.

c. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles of the Agreement. In no way may the arbitrator add to, subtract from, alter, change, modify or amend this Agreement, or substitute his judgment for that of management in cases where management is given discretion by this Agreement.

d. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) calendar days of the conclusion of testimony and arguments and submission of final briefs. The fees and costs for the services of the arbitrator, the cost of obtaining additional evidence at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the parties.

e. The fees and costs, if any, of any witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts.

## **ARTICLE 7. UNION BULLETIN BOARDS**

A bulletin board will be made available by the Township in each fire house for the posting of Union notices. Notices posted on such bulletin boards shall be confined to notices of Union meetings, notices of Union elections and the results of such elections, notices of Union recreational and social affairs, and notices of bona fide Union activity (e.g., cooperatives, credit union, workers' compensation information, etc.) or any other information approved by the Township prior to posting. Except as expressly provided above, there shall be no distribution or posting by the Union or any Employee of any kind of printed or written material on Township property or during the work time of an Employee. Subject to the foregoing, the Township may also make available to the Union an electronic bulletin board.

## **ARTICLE 8. COMPLIANCE WITH LAW**

It is understood that the Township is subject to certain state and federal employment laws, including the Americans with Disabilities Act and The Family and Medical Leave Act, and that the Township may implement and enforce policies and procedures and otherwise take action to comply with all applicable laws.

## **ARTICLE 9. PROBATIONARY EMPLOYEES**

Section 1. New Employee. Each new or rehired employee after the date of this Agreement shall be required to serve a probationary period of twelve (12) months, except the probationary period may be extended for an additional twelve (12) month period in the sole discretion of the Township. A probationary employee may be discharged for any reason or no reason during the period of probation, in the sole discretion of the Township, and such discharge is not subject to the Grievance and Arbitration Procedure set forth herein.

Section 2. Promoted Employees. A newly promoted Employee shall be required to successfully complete a six (6) month (i.e. 180 day) promotional probationary period in the Employee's newly appointed position. The probationary period for a newly promoted Employee shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Employee subject to the promotional probationary period may, at the Township's option, be returned to the Employee's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Employee shall have no recourse to the Grievance and Arbitration Procedure, nor may the Employee otherwise appeal such return.

## **ARTICLE 10. SENIORITY**

Section 1. 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 the Sycamore Township Fire Department. Where wages, benefits, or other terms and conditions of employment set forth in this Agreement are based on length of service, length of service shall be determined by the seniority date of the Employee as defined herein.

Section 2. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day worked as a full-time Employee in the service of the Sycamore Township Fire Department. If two Employees have the same seniority date, then alphabetical order of last name shall govern.

## **ARTICLE 11. LAYOFF AND RECALL**

Section 1. Department-wide seniority shall govern in all cases of layoff and recall. Thus, Employees last hired shall be the first employees laid off, provided senior Employees are qualified to perform the work. Employees shall be recalled in reverse order to that in which they were laid off before new Employees are hired, provided they are qualified to do the work. When the Township reduces the workforce in the Department, all affected Employees shall have the right to bump to other positions, provided they have the seniority and are qualified to perform the work. All part time Employees shall be laid off prior to full time Employees being laid off.

Section 2. Demotion/Recall. Promotional seniority shall govern in all cases of bargaining unit member's demotion and recall. Thus, Employees last promoted shall be the first employees demoted. Employees shall be recalled in reverse order to a promoted bargaining unit position from which they were demoted before any other Employees are promoted.

## **ARTICLE 12. DISCIPLINARY PROCEDURE**

Section 1. In the exercise of its rights, the Township agrees that no non-probationary Employee will be disciplined without just cause. It is intended that a non-probationary Employee remain on the job until a management review meeting is held promptly with the Fire Chief or his designee to review the circumstances of the case, unless it is determined that such retention on the job could be detrimental to the Township or others. During the disciplinary process, any Employee desiring Union representation shall be entitled to such upon request. At the management review meeting, the Employee shall be advised of the charges against him and be given an opportunity to present information on his behalf.

Thereafter, the Employee will be advised of the disciplinary action, if any, taken. The Township must act upon an alleged act of misconduct within ten (10) business days of the date on which its investigation is complete.

Section 2. It is understood that prior disciplinary action against an Employee will not be considered by the Township if the disciplinary action occurred three (3) or more years prior to the date of the event under review.

### **ARTICLE 13. HOURS OF WORK**

Section 1. The workday normally consists of those shifts identified in Section 2 below. However, the Township shall establish and have the sole right to change the starting and quitting times and the schedule of work, including breaks, for each Employee and for departmental operations, provided, however, the Township shall first notify the Union forty-five (45) days in advance and provide the Union with an opportunity to discuss the change prior to implementation. The Township agrees that once a schedule change is to be implemented; employees affected by this schedule change shall have forty-five (45) days advance notice as to what shift the employee will be assigned to, as well as the shift start date. The township and the union agree that August 19<sup>th</sup> 2012 shall be the implementation of the new 24/48 (48hr) work schedule.

Section 2. The Township agrees to adhere to the following schedule:

The 24/48 work schedule begins on Sunday at 0600 hours and ends on Sunday at 0600 hours. This 24/48 schedule consists of 24 hours worked followed by 48 hours off. This schedule includes an employee picked hour reduction day every 21 days. Hour reduction days will be picked based on assigned shift seniority. Members shall pick any desired day they choose. No more than two members can pick the same hour reduction day as well no two shift officers can pick the same day. Fulltime shift officers shall pick any desired day with it being at the discretion of the Fire Chief to allow fulltime shift officers Saturday or Sunday hour reduction days. Employees switching shifts cannot bump a less senior person for their day until it comes time to re pick hour reduction days. Hour reduction days shall be picked on a yearly basis no later than November 1<sup>st</sup> of the year prior. Once a member picks their hour reduction day it cannot be changed unless agreed upon by that member. Members can trade their hour reduction day with another member if they so choose. In any event, the Employee will average forty-eight (48) hours per week during the calendar.

### **ARTICLE 14. WAGES AND OTHER COMPENSATION**

Section 1. Wage increases under this Agreement shall be effective on the first day of the first pay period in January. Solely for the purpose of determining years of service in the position under this Article 14, Section 1, January 1 of the calendar year in which the Employee's seniority commenced shall govern. A schedule of the wage increases is established in Appendix A. All fire department employees shall be paid bi-weekly.

Wage increases shall be as follows:

2012      Effective January 1, 2012 --- Zero Percent (0%)  
2013      Effective January 1, 2013 --- Zero Percent (0%)

Wage increases for 2014 shall be negotiated in a wage reopener upon the filing of a notice to negotiate in 2013.

Section 2. Call-In Pay. Any bargaining unit member called into work at a time outside his regularly scheduled shift shall be paid the greater of actual time worked or a minimum of two (2) hours pay.

Section 3. Court Time. Time off with pay shall be granted to Employees who are required to attend any court of record as a witness for the Township in a civil or criminal matter. The Employee must sign over to the Township all witness fees received for witness service.

Section 4. Trading of Tours. The Employer will permit trades under circumstances where there is no decrease in skill and efficiency on the affected shifts. Trades will not have an effect on the amount of hours worked for purposes of overtime calculation. Employees desiring to trade will send an e-mail to all affected shift officers, assistant chiefs and scheduling officer, at least twenty-four (24) hours in advance. The purpose of the e-mail is to insure that participating Employees and their supervisors know who is responsible to report for work. Trades must be voluntarily entered into, for the convenience of the Employees, approved in advance. Disputes between Employees concerning trades are not subject to the Grievance and Arbitration Procedure; IAFF Local 3907 shall indemnify and hold forever harmless the Township from any disputes, damages, or action taken to comply with the above.

Section 5. Overtime. As long as the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, are applicable to local government fire employees, the Township shall pay overtime in accordance with existing rules and regulations established there under, and according to the following paragraphs.

A work period of twenty eight (28) days is herewith adopted pursuant to Section 207 (k) of the Fair Labor Standards Act. Each employee is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in the Wage Article of this Agreement. The parties recognize that hours of work under the normal tours of duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the employee is called upon to work in a two week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time method of calculating overtime compensation, for each 28 day work period, in accordance with 29 CFR 778.114, shall be used and paid to each employee, if applicable.

Section 6. Overtime List. Management will maintain a rotating extra time list based on hours worked. Such list shall be based upon length of full-time service with Sycamore Township Fire Department. This list will renew/reset based upon seniority at 0600 hours on January 1 of every year. Should seniority be equal between employees, then those employees shall be listed in alphabetical order based on last name.

Extra time shall be based on hours worked. The person who has worked the fewest hours will receive the shift. Should hours between employees be equal and those employees put in to work an extra shift then the employee who received extra time the furthest calendar distance away shall receive the shift.

When a new career member is hired after the first of the year they will initially be given the highest number of hours currently held by a member and will start at the bottom of the extra time list.

Time on the extra time list shall be credited for all hours paid at your applicable rate. Examples are shift work and training.

## **ARTICLE 15. HOLIDAYS**

Section 1. The following holidays shall be observed during the term of this Agreement:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Section 2. An Employee who works on an observed holiday (during non-overtime hours) will be paid at a rate of one and one-half times his regular rate of pay for all hours worked on that holiday. In addition, a total of no more than 88 hours (8 hours per holiday) will be paid to an eligible Employee for observed holidays in a calendar year. This holiday payment shall be paid in a lump sum payment on the first pay period in October of each calendar year, at the Employee's straight time hourly rate then in effect. This payment shall be made in a separate check not combined with the Employee's regular pay. To receive pay for an observed holiday, the Employee must have been employed by the Township on the holiday. An Employee on layoff or leave of absence on a particular holiday is not eligible for holiday pay for that holiday.



As of August 19<sup>th</sup> 2012, members of the collective bargaining unit agree to forego their holiday payment through December 31<sup>st</sup> 2014. With the exception being that members will be paid forty four (44) hours of holiday time at their 24/72 straight time hourly rate in the first pay period of October 2012.

## ARTICLE 16. VACATIONS

Section 1. Each Employee who has completed his probationary period shall receive paid vacation benefits based upon years of continuous employment with the Township as of the seniority date of the Employee in each calendar year in accordance with the following:

### Employees on a 24/48 Hour Schedule:

After One (1) Year of Service	48 hours
After Two (2) Years of Service	120 hours
After Seven (7) Years of Service	168 hours
After Twelve (12) Years of Service	240 hours
After Twenty (20) Years of Service	288 hours

Section 2. A vacation request must be submitted two (2) weeks in advance to the Fire Chief or his designee to receive consideration. The Township shall have the final decision as to the scheduling of vacations. The Township may determine that certain periods of the year are not available for vacation based upon the manpower needs of the department. The Township shall also have the right to limit the number of Employees in each position who may be on vacation at any one time. A minimum of 3 people will be allowed off on one given shift. No vacation shall occur nor be permitted without the approval of the Township in advance of the start of such vacation.

Section 3. Vacation benefits are not cumulative from year to year, except a maximum of 120 hours for 24/48 Hour Schedule Employees may be carried forward into the next calendar year. All other vacation time must be used during the calendar year. No monetary payments will be made in lieu of time off from work. Any Employee who provides at least two (2) weeks prior notice of his resignation or retirement will be paid for all earned but unused vacation time upon termination of employment up to a maximum of 120 hours for 24/48 hour schedule Employees.

## **ARTICLE 17. PERSONAL TIME**

Section 1. Each Employee shall receive paid personal time off from work based upon years of continuous employment with the Township as of the seniority date of the Employee in each calendar year in accordance with the following:

### Employees on a 24/48 Hour Schedule:

Less than Two (2) Years of Service	24 hours
After Two (2) Years of Service	48 hours
After Ten (10) Years of Service	72 hours

Section 2. For scheduling purposes, Employees must give two (2) weeks prior notice before taking a personal day. The Fire Chief, in his sole discretion, may waive this notification period.

Section 3. Personal time is not cumulative from year to year. No monetary payment will be made in lieu of time off from work. Upon separation from employment, the Township will not pay for earned but unused personal time.

## **ARTICLE 18. SICK LEAVE**

Section 1. Each Employee shall receive paid sick leave upon years of continuous employment with the Township as of the seniority date of the Employee in each calendar year in accordance with the following:

### Employees on a 24/48 Hour Schedule:

Less than two (2) years of service	96 hours
After two (2) years of service	192 hours
After ten (10) years of service	288 hours

Section 2. Sick leave may be used as follows:

A. For absences of the Employee due to illness, injury, or exposure to contagious diseases which could be communicated to other Employees; or

B. For absences where the Employee must attend to or care for a family member due to illness or injury; or

C. For absences due to death of an immediate family member of the Employee. Immediate family member is defined as the Employee's mother, father, spouse, children, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, and brother-in-law. Other relatives or persons may be considered as determined by the Fire Chief. Absence due to the death of an immediate family member shall not exceed 72 hours for Employees on a 24/48 Hour Schedule, except upon request and with the approval of the Fire Chief such leave may be extended.

Section 3. Sick time can be used in increments no less than one-quarter of an hour. The Employee must directly notify his supervisor at least six (6) hours in advance of the start of the shift of their need for sick leave. Absences due to illness in excess of twenty four (24) hours for Employees on a 24/48 Hour Schedule must be verified by medical documentation acceptable to the Township. In addition, when an Employee engages in a pattern of absenteeism or the circumstances otherwise indicate an abuse of sick leave, the Fire Chief in his discretion may require medical or other documentation verifying the need for leave.

Section 4. No monetary payment for sick leave will be made in lieu of time off from work. Upon termination of employment for any reason (excluding retirement under the Police and Firemen's Disability and Pension Fund) no payment shall be made for earned but unused sick leave.

Section 5. An Employee who submits a false claim for sick leave or engages in conduct inconsistent with his request for sick leave is subject to disciplinary action up to and including discharge.

Section 6. Sick leave may accumulate from year to year, up to a maximum amount of 4,320 sick leave hours. Employees who retire will be compensated for earned but unused sick leave at a 3 to 1 ratio, i.e., 3 sick hour's equals one hour reimbursed, up to a maximum of 1,440 hours. For example, if an Employee has accumulated the maximum sick leave hours of 4,320 during his employment, he would receive payment for 1,440 hours, i.e., 4,320 divided by 3, upon retirement. Retirement is defined as qualifying retirement under the terms and conditions of the Police and Firemen's Disability and Pension Fund. Any employee that deceases in the line of duty will be paid at a 1 to 1 ratio for all hours accumulated.

## **ARTICLE 19. MILITARY LEAVE**

The military leave policy and procedures of the Fire Department shall conform to the provisions set forth herein, and to the pertinent sections in Chapter 5903 and 5923 of the Ohio Revised Code.

Military leave with full pay for employees for military service on field training or active duty will be granted for periods not to exceed thirty-one (31) days in any calendar year.

Thirty-one (31) days is defined to mean an entitlement to the average number of working hours in a thirty-one (31) day calendar period. Employees shall be granted time off without pay for one weekend drill per month.

Employees may also trade time, personal days, holiday time and/or vacation time to cover any or all their military leave days.

## **ARTICLE 20. INSURANCE**

Section 1. Medical, Death and Disability, Dental, Optical, and Professional Liability insurance as determined by the Board of Trustees shall be provided for Employees, except medical coverage shall not be provided through a Health Maintenance Organization (HMO) and in 2012 an Employee shall not be required to pay in excess of Thirty Seven Dollars and Thirty Two Cents (\$37.32) per pay period as the Employee's contribution to the medical insurance premium. In the event it becomes necessary, in the opinion of the Township to change providers, coverage's or plans; the Township agrees to meet with the Union prior to implementing the change to discuss the impact of any proposed change. Employee Insurance contribution rates for 2013 and 2014 shall be negotiated in their respective years in an insurance reopener to commence after the Township establishes its new insurance rates.

Section 2. With respect to those employees who elect not to enroll in the Medical, Death and Disability, Dental, and Optical coverage's set forth in Section 1, no monetary allowance or payment shall be paid to any Employee in lieu of direct payment of insurance premiums/expenses by the Township.

## **ARTICLE 21. PHYSICAL EXAMINATION AND TESTING**

Section 1. The Township will provide each Employee with a physical examination once each year at no cost to the employee. The examiner and content of the examination will be established by the Township.

In addition, and at the expense of the Township, any Employee may be required to submit to additional medical examinations to determine whether an Employee is fit for duty. After any medical examination, each Employee must forward an examination report to the Township's Medical Officer. The Medical Officer will notify the Fire Chief if an Employee's fitness for duty is in question.

Section 2. In accordance with Departmental practices existing on the date of this Agreement, the Township shall test Employees who have been exposed to communicable diseases in the performance of their work duties at no cost to the Employees.

## **ARTICLE 22. JURY SERVICE**

Each Employee shall receive pay for the time necessarily lost from work due to federal or state jury service, up to a maximum of 168 hours for Employees on a 24 Hour

Schedule. Pay for such time necessarily lost will be at the Employee's straight time hourly rate for the hours such Employee was scheduled to work on that workday and had to miss. In order to receive any such payment, an Employee must notify the Township within 48 hours of the receipt of the jury summons and also present a written statement from the Court of the jury service performed and the payments received by such Employee. The Employee must sign over to the Township all court payments received for jury service.

### **ARTICLE 23. TIME OFF TO VOTE**

Should there be a situation where an Employee is scheduled for work that leaves him insufficient time outside work hours to vote in local, state, and national elections, the Employee may schedule, at the discretion of the Fire Chief, paid time off from work to vote. An Employee requiring time off must notify the Township at least one (1) day before election day and must present a voter's receipt upon return to work from voting.

### **ARTICLE 24. UNIFORMS**

Section 1. At the time of employment, a full-time Employee will receive the following items: All uniforms and equipment should meet the NFPA standards where practical. Contaminated uniform items will be replaced, at no cost to the employee, at the discretion of the Fire Chief.

#### Bunker Gear

- 1 Helmet
- 1 Flashlight
- 1 Set of NFPA Leather Pull On Boots
- 1 Hood
- 1 Pair of Gloves
- 1 Pair of Safety Glasses
- 1 NFPA approved Face piece
- Ear Protection

#### Uniforms

- 1 Dress Uniform
- 1 Pair Dress Shoes
- 3 Navy Blue Uniform Pants
- 3 Navy Blue Polo Uniform Shirts
- 3 Short Sleeve T-Shirts
- 3 Long Sleeve T-Shirts
- 1 Sweat Shirt
- 1 Pair of Gym Shorts
- 1 Belt
- 1 Winter Coat
- 1 Pair of Leather Station Boots

Section 2. Each employee shall receive a three hundred and fifty dollar (\$350.00) credit to purchase uniforms and work related items. The credit is not to be carried over from year to year unless approved by the Fire Chief. It is up to the employee if he/she wants to purchase items at certain times. If at any time the township decides to change its current uniform attire the expense to switch will be at the cost of the Township. The Township will still provide the items in Section 1 above (Bunker Gear) of this article. Examples of uniform or work related items are but not limited to:

- T shirts
- Sweatshirts
- Uniform pants
- Polo Shirts
- Belt
- Shorts
- Athletic wear

Section 3. Dress Code for Summer Uniforms

Shorts are designed to minimize heat stress to a firefighter while on duty. The only shorts employees will be permitted to wear while on duty at Sycamore Township Fire Department are navy blue uniform style shorts.

Sycamore Township approved summer uniforms may only be worn during the months of May, June, July, August, and September, that is between May 1<sup>st</sup> and October 1<sup>st</sup>, unless otherwise approved by the Chief. The approved shorts must be worn with a Sycamore Township Fire Department approved shirt, black shoes, and black socks. The wearing of boots will not be permitted with shorts.

Every other year the Employee will receive a new pair of Leather Station Boots.

Section 4. Upon termination, Employees shall return to the Township all equipment (except uniforms) in good condition, less normal wear and tear.

**ARTICLE 25. MILEAGE ALLOWANCE/PARKING FEES**

Employees required by the Employer to use their private vehicles for Fire Department business shall be compensated at the current Internal Revenue Service rate for mileage traveled, plus actual parking fees incurred.

**ARTICLE 26. TUITION ASSISTANCE**

As of August 19<sup>th</sup> 2012, members of the bargaining unit agree to forego their tuition assistance until December 30<sup>th</sup> 2014.

Tuition assistance for 2014 shall be negotiated in a tuition assistance reopener upon filing of a notice to negotiate by either the Township or the union in 2013.

## ARTICLE 27. INJURY ON DUTY LEAVE

Section 1. If an Employee is injured in the course and scope of performing his assigned job duties, thereby sustaining an occupational injury, and cannot perform his assigned duties, the Employee may be granted up to eight (8) work weeks of paid Injury on Duty (IOD) leave. The approval of IOD leave is a matter of administrative discretion, and the Board of Trustees will make a final determination if IOD is to be granted. An employee will be paid his regular hourly wages for his regularly scheduled work week for each week he is on approved IOD leave. No overtime or premium wages will be paid. Except for those medical expenses which may be covered by the Township medical insurance plan, all medical expenses related to the occupational injury are the responsibility of the Ohio Bureau of Workers' Compensation (BWC) and the Employee.

Section 2. Unless the BWC determines that the occupational injury is compensable, an injury or illness which occurs as a result of horse-play, recklessness, self-infliction, involvement in a social or athletic activity (whether or not sponsored by or related to the Township), off-duty physical fitness, activity on behalf of an off-duty employer, or any other activity unrelated to the performance of assigned job duties, will not be considered for IOD coverage.

Section 3. The injured Employee must report his injury/illness immediately through the prescribed Township policies. IOD leave may be granted beginning on the first (1st) calendar day of absence or on the first (1st) day the Employee is admitted to a hospital as an in-patient. An Employee being considered for IOD leave shall go on sick leave status and must use accumulated sick and personal time during the first eight days of IOD leave.

An Employee requesting IOD leave must file and pursue an injury claim with the BWC as soon as possible. Upon approval of the claim by BWC, an IOD leave granted on the eighth day of absence shall be made retroactive to the first day of absence and any sick or personal time used by the Employee shall be restored. In the event the claim is denied by BWC, the Employee shall revert to sick leave status and be charged with sick and personal leave for all time absent from duty; until such accumulated leave is exhausted.

Section 4. Where the nature and/or severity of the injury necessitates that the Employee remain on leave beyond eight (8) work weeks to complete recovery and/or rehabilitation, a request to the Board of Trustees for additional leave can be made. Subject to provisions and policies applicable to sick, personal, and FMLA leave, extensions may be granted; in any event, total time away from work shall not exceed fifty-two (52) work weeks.

Section 5. Every effort will be made to return an Employee to work after an occupational injury. If an Employee cannot perform his assigned job duties, a modified duty assignment may be developed. The modified duty assignment shall be determined in consultation with the injured Employee's treating physician. Once the modified duty assignment is determined, the Employee will be given the option of accepting the

modified duty assignment. However, if the Employee fails to report for and perform the modified duty assignment, any remaining IOD payments will be discontinued.

Section 6. The injured Employee shall advise his treating physician to issue the Township Administrator, or his/her designee, a written report fully describing the nature and extent of the Employee's injury, the effect of the injury on the Employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury. The Employee shall authorize the treating physician to release information to the Township Administrator, or his/her designee, regarding the Employee's injury and the physician's examination and findings pursuant thereto, including answering pertinent questions of the Township Administrator or his/her designee.

Section 7. Payments for IOD leave under this Article shall cease upon any of the following conditions:

1. Treating physician releases Employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to modified duty assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.
4. Employee fails to appear for Township sponsored medical examination.
5. Employee's treating physician concludes that Employee has reached maximum medical recovery and/or the condition has become permanent.
6. The Township determines that the claim is fraudulent after IOD leave has commenced.
7. The injured Employee attempts to collect both IOD wage continuation from the Township and temporary total compensation from BWC.
8. Employment termination.
9. Violation of any Township policy or rule.

Section 8. Any IOD leave taken under this Article will count towards time off under the FMLA, if applicable.

## **ARTICLE 28. FUNERAL LEAVE**

Upon death of an immediate family member (defined as the Employee's mother, father, spouse, children, brother, sister, step-parents, mother/father-in-laws, guardian, daughter-in-law and son-in-law, grandparents or person residing in the Employee's household at time of death) the Employee will receive one day (24 hours) off work with pay. Upon request and approval of the Fire Chief, additional leave may be approved and allocated against sick leave.



## **ARTICLE 29. PHYSICAL FITNESS**

The Union and the Township agree to the implementation of an on-going physical fitness program designed to promote the wellness of the Employees of the Fire Department, and to enhance their efficiency in fulfilling the Department's mission.

Particular aspects of the program shall be discussed and agreed to by the Township and the Union and shall be set forth in a memorandum of understanding. The Union recognizes the Township's right to mandate participation by all Employees in the agreed upon fitness program.

## **ARTICLE 30. CERTIFICATION**

All Employees hired prior to January 1, 2003 must maintain their current level of certification. All Employees hired on or after January 1, 2003 shall be or must become a paramedic.

## **ARTICLE 31. PERSONNEL FILES**

Personnel files, for the purpose of this Article, means the official employee personnel file in the custody of the Fire Chief. An Employee shall be allowed to review the contents of his/her personnel file at a reasonable time upon written request to the Fire Chief. The file shall not be removed under any circumstances by the Employee from the area designated for his/her review of the file. No anonymous complaints of any type shall be included in the Employee's personnel file. If there are unsubstantiated complaints or notations placed in the Employee's file, the Employee will be so notified and given the opportunity to respond to the allegations in writing.

The Employer will prepare and disclose any records identified as public records in accordance with ORC Section 149.43. To the extent permitted by Ohio law, the Employee will be notified of the name and professional association of any person requesting disclosure of records from the Employee's personnel file; the person requesting such disclosure will be advised that the Employee will be notified of his/her identity and the specific public records disclosed.

## **ARTICLE 32. GENERAL PROVISIONS**

Section 1. The Union and the Township acknowledge that during the negotiations which preceded this Agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the Association and the Township after the exercise of such opportunity are set forth in this Agreement. All other areas or matters are not part of this Agreement. Therefore, unless a written provision of this Agreement specifically requires otherwise, the Union and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this Agreement to negotiate

with the other with respect to any subject or matter raised in said negotiations but not covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date this Agreement was executed.

Section 2. This Agreement is the entire agreement between the Union and the Township. It may be modified or amended during its term only as the result of a mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Union and the Township.

### **ARTICLE 33. LEGAL REPRESENTATION**

The Employer agrees to defend, indemnify and hold harmless any Employee from actions arising out of the performance of his official duties as required by Section 2744.07 of the Ohio Revised Code.

### **ARTICLE 34. RE-OPENING CLAUSE**

With the agreement of all parties any section of the contract may be re-opened for negotiation.

### **ARTICLE 35. LABOR/MANAGEMENT MEETING**

Labor/Management Discussion Meetings shall be called by mutual agreement to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more than three (3) designated committee members from the Union and no more than three (3) representatives from Management.

The discussion meeting of one (1) hours' duration will be set by the parties at a mutually agreeable time as follows:

- Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Chief of the names of those committee persons who will be in attendance.

The parties shall consider alternately the consecutively placed items from both lists. The parties are encouraged to present their items expeditiously. Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings.

### **ARTICLE 36. DONATED TIME**

All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

- A. If the Fire Chief approves a recommendation for an employee to be the recipient of donated time or vacation leave, a member of the bargaining unit wishing to voluntarily donate time or vacation leave for the benefit of such approved recipient shall submit a request to his supervisor listing the name of the beneficiary with the number of hours to be donated.
- B. In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement day as established by the retirement board physician.
- C. Donated time will be processed and used by a recipient in the order received by the department.
- D. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.
- E. Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate.
- F. Any grievance in connection with this Article may be pursued through Step 2 of the grievance procedure (Article 6).

### **ARTICLE 37. SAVINGS CLAUSE**

This Agreement is subject to all future and existing applicable state and local laws and in the event the Township adopts a civil service township, civil service rules and regulations would prevail, or in the event the Township becomes a city, city ordinances and resolutions would prevail and if any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall be automatically terminated. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to the specific article, section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

**ARTICLE 38. EXPIRATION**

This Agreement shall be effective on August 19th, 2012, and shall continue in effect through midnight on December 31st, 2014, and shall be automatically renewed from year to year thereafter, unless either party hereto notifies the other party within sixty (60) days prior to the Agreement's expiration date of its intention to terminate or modify the Agreement.

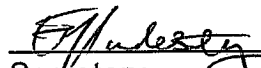
SYCAMORE TOWNSHIP  
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FIGHTERS IAFF 3907



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President



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Vice President



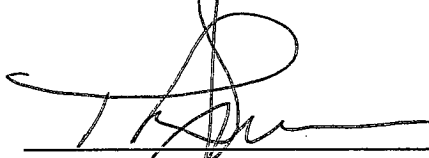
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Secretary



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Treasurer

Date: 7-20-12

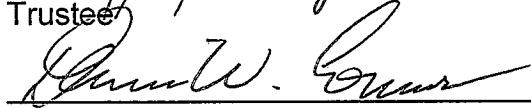
SYCAMORE TOWNSHIP



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Trustee



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Trustee



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Trustee

Date: 7-20-12

# Appendix A: Fire Department Base Salaries

## WAGES (August 19<sup>th</sup> 2012 thru December 31<sup>st</sup> 2013)

<b>Classification:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
*Recruit: (HR)     \$17.77					
(YS)     \$44,353.92					
FF/EMT: (HR)					\$19.05
(YS)					\$47,548.80
FF/Medic: (HR)     \$20.35	\$20.78	\$20.99	\$21.43	\$21.65	
(YS)     \$50,793.60	\$51,866.88	\$52,391.04	\$53,489.28	\$54,038.40	
Lieutenant: (HR)		\$23.45	\$23.65	\$23.91	
(YS)		\$58,531.20	\$59,105.28	\$59,679.36	
Captain: (HR)		\$24.64	\$24.87	\$25.10	
(YS)		\$61,501.44	\$62,075.01	\$62,649.60	

HR = hourly  
YS = yearly salary

\* Recruit shall receive this salary until probationary period completed satisfactorily or until the recruit becomes a paramedic, at which time the employee will then go to the appropriate step.