

AGREEMENT BETWEEN

SYLVANIA TOWNSHIP  
BOARD OF TRUSTEES

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 2243

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Effective – January 1, 2011

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**ARTICLE 1**  
**PURPOSE**

1.1 This agreement is made and entered into in the Township of Sylvania, County of Lucas, State of Ohio, by and between the Sylvania Township Board of Trustees (hereinafter referred to as the "Employer") and the International Association of Fire Fighters (AFL-CIO) Local No. 2243, hereinafter referred to as the "Union".

1.2 It is the general purpose of this Agreement to increase the efficiency of the Sylvania Township Fire Department, to recognize the common interest in public service to the citizens of Sylvania Township, to achieve better understanding between the parties, and to provide for the peaceful settlement of any differences that may arise between the parties. The parties to this agreement will cooperate fully to secure the advancement and achievement of the above purposes.

**ARTICLE 2**  
**RECOGNITION OF THE UNION**

2.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, benefits, and terms and conditions of employment for those employees of the Fire Department in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time working in the following classifications:

- A. FIRE CAPTAIN
- B. FIRE LIEUTENANT
- C. FIRE INSPECTOR
- D. FIRE FIGHTER/PARAMEDIC
- E. FIRE FIGHTER/EMT

2.2 The Employer will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit unless it be through the Union President or his designee/s.

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

- A. Fire Chief
- B. Assistant Fire Chief
- C. Deputy Chief
- D. Battalion Chief
- E. Civilian Certified Fire Safety Inspector
- F. Clerical employees
- G. Temporary, part-time employees. and all other employees of the Employer.

2.4 All employees of the bargaining unit shall, within sixty (60) calendar days immediately following the effective date of this Agreement or their date of hire, whichever is later, either become dues-paying members of the Union or remit a fair share service fee in accordance with Ohio Revised Code Section 4117.09(C).

2.5 The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments each pay from any employee in the bargaining unit eligible for such deduction 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 Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

2.6 The Employer shall deduct from the wages and remit to the Treasurer of the Union the regular monthly Union dues, initiation fees or assessments of such eligible employees as described above, who shall individually and voluntarily certify in writing that they authorize such deduction. The authorization hereinabove mentioned shall specifically require the Union to hold the Employer harmless for any payments made by the employee during the term of voluntary assignment. It is recognized that said authorization card is a matter between the Union and its members, therefore, any dispute between the parties to said authorization card and any finding against either party as a result of such dispute and/or litigation shall not be the responsibility of the Employer. The Union membership card is an agreement between the employee and the Union. The Employer shall not be involved in that agreement.

2.7 The Employer agrees to remit the aggregate dues once a month to the Treasurer of the Union. Neither the Union nor the employee shall have claim against the Employer for errors in the processing of deductions unless a written claim of error is made to the Employer within ten (10) working days after the knowledge of error is gained. If it is found that an error is made, it will be corrected at the next pay period that union dues deductions will normally be made.

2.8 The Employer agrees to deduct from the wages and remit to the appropriate entity or the Treasurer of the Union, any 125 Cafeteria Plan, Firepac (a recognized state or federal plan) or 457 plan contributions and any additional insurances as offered by the Employer through a payroll deduction plan. The aforementioned deductions shall be made following written authorization from the employee and shall be remitted by printed check or electronically transferred. Said authorized deductions shall be reflected on the regular payroll check of the employee.

2.9 The Employer agrees to continue bi-weekly electronic payroll transfers to the institution chosen by the employee provided written authorization from the employee is provided to the Employer.

**ARTICLE 3**  
**NON DISCRIMINATION**

3.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, or disability. There shall be no discrimination, harassment or pressure by the Employer or the Union against any employee on the basis of such employee's membership or non-membership in the Union.

**ARTICLE 4**  
**GENDER AND PLURAL**

4.1 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex. "Employee" shall mean any person covered by this Agreement.

**ARTICLE 5**  
**HEADINGS**

5.1 It is understood and agreed that the use of headings before articles or sections is for convenience purposes only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

**ARTICLE 6**  
**UNION BUSINESS**

6.1 Employees elected or appointed to represent the Union shall perform their union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, negotiations, conferences, and activities related to the grievance procedure, other than those discussed below, primarily on their off-duty time. The Union President or his designee shall be permitted to present and process grievances and attend grievance meetings during regular working hours without loss of pay, provided the normal operations of the Department are not disrupted. The Union President or his designee shall not abuse this right and shall notify their immediate supervisors when leaving and returning to work. The Union shall notify the Employer which employees have been selected to serve as Union Executive Board members and Stewards for the purpose of processing grievances. The Employer agrees that from time to time in the interest of good labor management relations and productivity that it may be necessary to have the Union President or his designee attend meetings with the Employer during regular working hours without loss of pay on any number of topics other than those specified herein.

6.2 The Fire Chief or his designee shall endeavor to conduct disciplinary hearings, investigations and grievance hearings at a time and place where an on-duty Union Executive Board member or Steward may attend. In the event the Fire Chief is unable to do so and if there is no on-duty Union Executive Board or Steward, one (1) Union Executive Board or Steward who is off-duty shall be permitted and paid straight time at their customary hourly rate to attend disciplinary hearings or investigations before the Fire Chief or his designee and hearings or meetings at Step 3 or 4 of the Grievance Procedure, provided that the time spent at such hearings or meetings shall not constitute "hours worked" for the purpose of computing overtime.

6.3 The Union President or his designee/s shall be allowed one hundred twenty (120) hours per Calendar year of paid time off to attend monthly meetings of I.A.F.F. Local 2243, State or International Association meetings or seminars, and Workers' Compensation hearings, as long as notice is provided to the Employer at least ten (10) calendar days prior to the meeting, seminar or hearing. Up to forty-eight (48) hours of unused time may be carried over to the following calendar year.

6.4 In addition to the foregoing, each January 1<sup>st</sup> each member of the bargaining unit shall have one (1) hour of his accumulated but unused sick leave transferred to the Union Leave bank for use by the Union President or his designee/s. This paid time off is in addition to the above referenced one hundred twenty (120) hours. The employer shall deduct the appropriate amount of hours from the Union leave bank commensurate with the required hours to fill the staffing vacancy. Unused hours under this Section shall not carry over from year to year.

6.5 Trades of time by members of the negotiation team for the purpose of attending collective bargaining negotiations shall be granted by the Fire Chief or his designee. There shall be no limit or application time frame associated with these trades.

6.6 A maximum of two (2) members of the negotiation team may be detailed on duty to attend collective bargaining negotiations held in the Township.

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

6.8 At the sole option of the Fire Chief or his designee, regular monthly business or committee meetings by Union members may be conducted at any station in a location acceptable to the Fire Chief after 18:00 hours. A list of standing union committees and their members shall be provided to the fire chief by the 31<sup>st</sup> day of January annually. Application for such meetings shall be submitted three (3) administrative working days prior to said meeting date. No on-duty personnel other than the Union President and Treasurer at other stations shall be moved to accommodate said meetings.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

7.1 The Employer retains the sole right to manage its operations and to direct the work force, including the right to determine the methods, means, and personnel by which the Employer's operations shall be conducted, to direct the schedule, shift and location of the work of employees; to maintain order and efficiency in its operations and facilities; to hire, evaluate, lay off, assign, and promote employees; subject only to such regulations governing the exercise of these rights as expressly provided by this Agreement.

7.2 The Employer retains the sole right to discipline, suspend, and discharge employees for just cause, including violation of any of the terms of this Agreement, provided that in exercising this right it will not act in violation of this Agreement.

7.3 The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

7.4 The Employer shall not subcontract work customarily performed by the bargaining unit employees unless: (1) adequate existing equipment and/or other facilities are not available to perform the work when it is needed; or (2) the Employer does not have employees in sufficient number or skills to perform such work; or (3) economies or efficiencies dictate otherwise. The Employer shall meet with the Union prior to entering into any such contracts.

7.5 The Employer retains the sole right to promulgate rules and regulations and standard operating guidelines. Prior to implementation of any personnel rules or regulations, standard operating guidelines or special orders, directives, notices and bulletins relating to employees however titled and by whatever description by type written or electronic media, the Employer will provide the Union with a copy of said rule or regulation, special orders, directive, notices and bulletins however titled and by whatever description at least ten (10) calendar days prior to implementation. Exceptions to the above timelines shall apply in the event an emergency is declared by the Lucas County EMA or a State or Federal designation relevant to the Township. The aforementioned time frame may be shortened by mutual agreement of the Union and the Employer and shall be documented in writing. After implementation, the Union shall be permitted to grieve any standard operating guidelines or special orders, directives, notices and bulletins relating to employees however titled and by whatever description that effect the terms and/or working conditions in accordance with the Grievance Procedure, if it violates this agreement.

**ARTICLE 8**  
**NO STRIKE/NO LOCKOUT**

8.1 It is understood and agreed that the services performed by the employees included in this Agreement are essential to the health, safety and welfare of the citizens. The Union, therefore, agrees there shall be no strike, work stoppage, or interruption of the work for any cause whatsoever or picket the Employer's premises, nor shall there be any work slowdown or other interference with the services.

8.2 The Employer agrees not to institute a lockout of employees during the term of this Agreement.

8.3 The Employer may require employees to go through the picket line of any organization to maintain services on the condition that reasonable and adequate protection is provided for the employees.

**ARTICLE 9**  
**LABOR MANAGEMENT COMMITTEE**

9.1 In the interest of sound industrial relations, a joint committee of no less than four (4) nor more than eight (8) members, half of whom shall be from Management and half of whom shall be from the Union, shall convene not less than once every calendar quarter, unless waived by mutual consent of the parties. The President of the Union shall be an ex-officio member of the committee. At least one (1) week in advance of any meeting, Management or the Union shall submit to the other an agenda of items to be discussed in the meeting, and either side shall have the right to veto discussion of any item that is excluded from discussion under this Article. Additional meetings may be requested by either party. Such meetings will be scheduled by mutual consent. The party requesting such meeting shall submit an agenda of the meeting at least forty eight (48) hours prior to the date of such meeting.

9.2 The purpose of such meetings shall be to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Items of mutual concern shall include the improvement of productivity and efficiency in operations and better communications between management and employees. The committee shall not consider grievances or other matters addressed in this Agreement. Also, the committee shall not consider matters with an economic impact beyond the budget without the participation of a Trustee.

9.3 Unless otherwise directed by the Fire Chief or his designee, off-duty personnel shall not be called in as replacements for those attending the labor-management committee meeting, nor shall off-duty personnel receive any wages for attending the meeting.

**ARTICLE 10**  
**DISCIPLINARY INVESTIGATIONS**

10.1 Whenever a member of the bargaining unit is under investigation for any reason which could lead to disciplinary action, demotion or dismissal, the investigation may be conducted by an officer employed by the Employer at the rank of lieutenant or above under the following conditions:

10.2 If a bargaining unit member is asked to conduct an investigation, he may be asked to make a nonbinding recommendation to the Fire Chief as to whether discipline should be imposed, and if so, to make a nonbinding recommendation as to the severity of such discipline.

10.3 Any investigation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless circumstances make it impracticable to conduct the investigation while the employee is on duty. An employee who is called in off duty in connection with an investigation shall be paid straight time at their customary hourly rate for his time spent in said investigation.

10.4 Prior to commencement of a disciplinary investigation, an employee may be subject to questioning without advance notification, with a Union representative present.

10.5 An employee who has been notified in accordance with Paragraph 10.4 that he is to be questioned in the course of a disciplinary investigation shall have the right to have a Union Officer, shift steward or alternate present. In the event that the Fire Chief determines that it would unduly disrupt department operations to make arrangements to have a Union Officer, shift steward or alternate present, then the Employer may either postpone the questioning to a time when it is operationally feasible to have a Union Officer, shift steward or alternate present or the employee will be represented at the questioning by an off-duty Union officer or shift steward or alternate who shall be paid straight time at their customary hourly rate by the Employer for the time spent in the questioning session, such time not to be considered as "hours worked" for purposes of computing overtime.

10.6 Investigation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for personal necessities, rest periods and consultations with the Union representative who is participating in accordance with the preceding paragraph, as are reasonably necessary.

10.7 Either party may tape record any investigation upon notification to the other party.

10.8 No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any members of his family or household), unless such information is relevant to the charge being investigated.

10.9 No employee will be required to take a polygraph or voice print test.

10.10 No release of information to the media by the employer or employee shall be made prior to a decision being rendered by the Fire Chief in any investigation. If the employee is found innocent the employer will not release information to the media without the employee's written consent. The above does not limit any individual's rights under the Ohio Public Records Law.

10.11 If the rights of an employee under investigation provided in this Article have been violated, the violation shall be subject to immediate appeal to the Third Step of the Grievance Procedure.

10.12 Upon his or her request the employee shall be notified of the outcome of any complaint made against them which was the subject of an investigation.

10.13 When an anonymous complaint is made against an employee on or off-duty and there is no corroborative evidence of any kind, the accused shall not be subject to discipline.

## **ARTICLE 11**

### **HEARING PROCEDURES**

11.1 No employee shall be disciplined without first being afforded a hearing by the Fire Chief in accordance with the provisions set forth herein unless such hearing is waived by the employee.

11.2 Charges against an employee shall be given or mailed to him within sixty (60) calendar days of the occurrence or knowledge of the occurrence, whichever is later. The employee shall be provided with two copies of all written charges. Within three (3) calendar days of mailing or delivery of charges to an employee, the Union shall be notified, in writing that the employee has been charged in a disciplinary matter, but said notice shall not state the nature of the charge or provide any other particulars or details of the charge. In the case of criminal complaints that are the subject of felony investigations, charges against an employee shall be given or mailed to him within sixty (60) calendar days of the conclusion of the criminal investigation or the final resolution at court proceedings, whichever is later; the aforementioned time limits shall govern in situations in which a felony investigation is reduced to a misdemeanor investigation, charge or plea.

11.3 Employees who have been charged with a violation of the Departmental Rules and Regulations and/or a Union officer who presents written authorization from the employee shall, upon request, be provided the opportunity to inspect and copy transcripts, recordings, written statements and any other relevant material as a condition to its use at a hearing on such charges, provided that an appointment shall be made in advance to do such inspection and copying at a reasonable time and place, and the employee or Union pays any reasonable copying costs of same. An appointment to do such inspection and copying shall be scheduled within one (1) week of the request by the employee or Union, unless the hearing is scheduled within that week and the requesting party could not with the exercise of reasonable care have made his or its request earlier, in which event the appointment will be scheduled within three (3) calendar days.

11.4 A hearing on the charges shall be held at a mutually agreeable time and place not less than seven (7) or more than fourteen (14) calendar days after the charges have been served on the employee. A written request for continuance by the employee, Union or employer shall be granted for fourteen (14) calendar days.

11.5 An employee may be represented by counsel who shall have the right to cross-examine all witnesses. The Union reserves the right to have a Union Officer or Shift Steward present in hearings where the employee is represented by counsel but in those instances the union representative shall not cross-examine witnesses. In the event that the charged employee is not represented by counsel, he shall have the right to have one (1) representative of his choosing with him during the hearing in addition to or in substitution for counsel and either the employee or his representative but not both shall have the right to cross-examine all witnesses. An employee who is called in off duty in connection with an investigation shall be paid straight time at their customary hourly rate for his time spent in said hearing.

11.6 In the event that the charged employee does not request a Union Officer or Shift Steward to represent him, the Union reserves the right to have an Union Officer or Steward present during the hearing as a witness to the proceedings. If there is no on-duty Union Officer or Steward for the Hearing, a Union Officer or Steward who is off duty may be called in as a witness to the proceedings and shall be paid straight time at their customary hourly rate for his time spent as a witness to the Hearing.

11.7 The Fire Chief shall hear the evidence and endeavor to ascertain the truth of the charges.

11.8 The Fire Chief shall render a decision within five (5) business days of the close of the hearing based upon the evidence rendered at the hearing.

11.9 An employee may resign at any time prior to a final decision of the Fire Chief and his personnel file shall show voluntary resignation.

11.10 Appeal of the Fire Chief's decision shall be submitted in the form of a grievance at the Step 3 level of the Grievance Procedure within ten (10) calendar days of the notification to the employee and Union of the Fire Chief's decision.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURES**

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

12.2 Except in cases of serious misconduct, which will be dealt with in accordance with the departmental rules & regulations, principles of progressive discipline shall be applied based on the severity of the violation, the employee's record of prior disciplinary actions and the employee's record of performance and conduct.

12.3 The following are the steps of progressive discipline recognized in the Department for minor rule infractions. Reprimands can only be appealed through Step 3 of the grievance procedure. Suspensions and terminations can be appealed through the grievance procedure contained herein.

- A. Written Reprimand. Any uncontested minor rule infraction may be dealt with by documented consultation between the supervisor and the offending employee. The written reprimand shall be placed in the employee's personnel file. The supervisor shall provide the counseled employee with a copy of the supervisor's notations.
- B. 2<sup>nd</sup> Written Reprimand. In the event that a supervisor finds it necessary to reprimand an employee for a Class 1 or Class 2 infraction of the department Rules and Regulations, the employee shall be made aware that a record of such reprimand is being placed in the employee's personnel file. The supervisor shall provide the employee with a copy of the supervisor's notations and the reprimanded employee shall acknowledge receipt of same by signing and dating the original copy of the record. An employee who is issued a 2<sup>nd</sup> written reprimand shall, upon written request, be afforded the opportunity to discuss the matter with the Fire Chief.
- C. 3<sup>rd</sup> Written Reprimand or 1 Day Suspension. In the event that a 3<sup>rd</sup> written reprimand or 1 day suspension is issued that is to be made part of the official personnel record of the employee, then the employee shall have seven (7) calendar days in which to request, in writing, a hearing before the Fire Chief if he so desires.
- D. 3 Day Suspension Up to and Including Termination. In the event that a 3 or more day suspension is issued that it is to be made part of the official personnel record of the employee, then the employee shall have seven (7) calendar days in which to request, in writing, a hearing before the Fire Chief if he so desires.

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

- A. Any 1<sup>st</sup> Written reprimand shall, upon the written request of the employee, be removed from his personnel file and attached to the written request after one (1) year from the date of the reprimand provided that no further disciplinary action has been taken against the employee during the intervening one (1) year.
- B. Any 2<sup>nd</sup> Written reprimand shall, upon the written request of the employee, be removed from his personnel file and attached to the written request after two (2) years from the date of the reprimand, provided that no further disciplinary action has been taken against the employee during the intervening two (2) years.

- C. Any 3<sup>rd</sup> Written Reprimand or suspension of twenty-four (24) work hours or less shall, upon the written request of the employee, be removed from his personnel file and attached to the written request after four (4) years from the date of the reprimand or suspension, provided that no further disciplinary action has been taken against the employee during the intervening four (4) years.

12.5 An employee may inspect and copy, at his own cost, his personnel records at any reasonable time and place, provided that an appointment is made in advance for that purpose during normal business hours. Upon written authorization from the employee, a Union representative may review and copy the employee's personnel file at any reasonable time and place, provided an appointment is made in advance for that purpose.

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

13.1 A grievance under this Agreement is a dispute or claim arising under and during the term of this Agreement filed by an employee in the bargaining unit or the Union. Grievances are limited to matters of the interpretation or application of express provisions of this Agreement.

13.2 If an employee or the Union feels he has a grievance, he shall proceed in the following manner:

- A. Step 1. The employee will first discuss the grievance with his supervisor, with a Union representative if he so desires, within ten (10) calendar days of the events giving rise to the grievance or within ten (10) calendar days of the date when the employee, through the use of reasonable diligence, should have known of its occurrence. The supervisor shall attempt to adjust the matter and respond to the grievant within ten (10) calendar days. Failing to obtain a satisfactory resolution, the employee may proceed in accordance with the following procedure.
- B. Step 2. The employee shall reduce his grievance to writing. The employee and/or his Union representative shall present the grievance to the Fire Chief or a member of his administrative staff within ten (10) calendar days of the answer from his supervisor. The Fire Chief shall attempt to resolve the complaint and shall respond to the grievant within ten (10) calendar days.
- C. Step 3. If the grievance remains unresolved, it shall be presented by the employee and/or his representative to the Township Board of Trustees and/or its designee within ten (10) calendar days after the response of the Fire Chief. The Trustee or their designee shall respond in writing within ten (10) calendar days. Either party may request a hearing prior to the formal response by the Trustee or his designee.

- D. Step 4. If the decision of the Trustees or their designee is not satisfactory, then the employee and/or his representative shall present the grievance to the designated Union grievance committee within ten (10) calendar days for determination on proceeding to Step 5 of the grievance procedure contained herein. If the employee and/or his representative are not satisfied with the determination of the Union grievance committee the employee and/or his representative shall have the right for an appeal of the Union grievance committee's decision to the Union Executive Board. If a member/s of the Union Executive Board is directly involved in the grievance he shall excuse himself and a designated Union Steward shall take his place for the purpose of voting on the grievant's appeal.
- E. Step 5. If the decision of the Trustee or his designee is not satisfactory, then the Union shall notify the Employer and/or his designee in writing within ten (10) calendar days after the response that the grievance is to be submitted to arbitration. Within ten (10) calendar days after receipt of such appeal to arbitration the parties shall meet to select the arbitrator from the panel of arbitrators listed in Section 13.8. The party to strike the first name shall be chosen by lot. In the event the entire panel is unavailable, a request shall be made of the State of Ohio Employment Relations Board (SERB) to provide a panel of seven (7) arbitrators. The party to strike the first name shall be chosen by lot.

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

13.4 Arbitration shall be limited to matters concerning the interpretation or application of express provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or alter in any way the provisions of this Agreement, nor shall he have authority to exercise discretion in the areas in which the Employer is granted discretion.

13.5 The Employer and the Union shall each pay any expenses incurred with respect to preparation and presentation of its case to the arbitrator. Any expense incurred with respect to the services of the arbitrator shall be borne by the losing party. The decision of the arbitrator shall be final and binding on both parties. Split awards shall have the arbitrator's costs divided equally between the Employer and the Union.

13.6 Failure by the Union to present or appeal a grievance(s) in accordance with the time limits set forth in this procedure shall result in the grievance being dismissed. Failure of the Employer to answer within the time limits specified in this grievance procedure shall result in the grievance being automatically advanced to the next step of this procedure. The parties may, by mutual agreement, extend any time limits set forth herein. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

13.7 For purposes of this Article, "days" shall be defined to exclude Saturdays, Sundays and Holidays.

13.8 There is hereby created a panel of arbitrators, selected under the provisions of Article 13.9. The members of the arbitration panel are as follows:

- 1) Alan Reuben
- 2) Robert Stein
- 3) George Roumell
- 4) James Mancini
- 5) Harry Graham

13.9 Upon ratification of the labor agreement, both parties shall meet to select the panel of arbitrators. Both parties will submit a list of ten (10) arbitrators that have been on the FMCS Panel of Arbitrators for at least five (5) years prior to being selected and shall have a legal permanent residence not greater than two hundred (200) miles from the Sylvania Township geographic border. The parties shall alternately strike the names of the arbitrators until five (5) are remaining. The party to strike the first name shall be chosen by lot.

13.10 The desire of either party to terminate the services of an arbitrator must be mutually agreed upon between the parties. If an agreement is reached to terminate the services of an arbitrator, the parties shall then send a joint written notice to the arbitrator of his termination. In the event an arbitrator is terminated or they no longer provide services as an arbitrator, a replacement arbitrator shall be immediately selected in accordance with the procedure described in Section 13.9 with both parties submitting a list of five (5) arbitrators under the same criteria.

## **ARTICLE 14** **SENIORITY**

14.1 Seniority shall be defined as an employee's length of continuous full-time service from his date of hire with the Employer within the Department and Division. Vacation accumulation, selection of vacation, Kelly day selections, and longevity are determined by seniority as defined in this Section.

14.2 No new hires or promoted employees shall accrue seniority in the newly appointed position during his probationary period, but after completion of his probationary period, his seniority date shall be the applicable appointment date that commenced the start of the probationary period.

14.3 Seniority in rank shall be defined as the employee's service within the rank from the date of promotion to that rank after the completion of the employee's probationary period as defined in Article 16. Overtime is granted according to seniority in rank.

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

- A. If he quits.
- B. If he is discharged for just cause.

- C. If he is absent without notice for two (2) consecutive work tours, unless excused by the Fire Chief for reason of illness or disability or other reasonable cause.
- D. If he does not return at the expiration of a leave of absence or if he takes other employment during a leave of absence.
- E. If absent more than ninety (90) calendar days after termination of active duty military service. Employee must notify the Employer of his intent to return to employment within seven (7) calendar days of his discharge.
- F. If while on layoff status, an employee fails to report to work within a mutually agreed date not to exceed fourteen (14) calendar days after being notified by registered mail or telegram to his last known address.
- G. If he is absent from the employ of the Employer for any reason other than layoff for a period of twelve (12) consecutive months unless such absence is due to bodily injury or illness received in the line of duty in which case up to an additional twelve (12) consecutive months may be granted by the Fire Chief if the medical evidence indicates that it is likely that the employee will be able to resume his former job duties within the additional twelve (12) month period. Allowance of the additional twelve (12) month period will not be arbitrarily withheld.
- H. If he is absent from the employ of the Employer by reason of layoff for twenty four (24) consecutive months.

14.5 Any unpaid absences of more than ninety (90) calendar days shall cause the employee's seniority to be frozen until the employee returns, at which time the employee's seniority will commence being accrued.

## **ARTICLE 15** **LAYOFF**

15.1 When employees in the bargaining unit are to be laid off, they shall be laid off in reverse order of seniority. Employees shall be recalled from layoff in the inverse order of their layoff.

15.2 When employees in the bargaining unit are to be laid off, the Employer shall notify the Union and affected employees at least fourteen (14) calendar days prior to the effective date of the layoff. Such notice shall be sent by certified mail, return receipt to the employee's home address of record or hand delivered to the employee. Notice to the Union shall be hand delivered or sent by certified mail, return receipt to the President of the Union. Such notice shall contain the following information:

- A. The rationale for the layoff.
- B. The effective date of the layoff.
- C. A listing detailing the employee's seniority in relation to other members in the Bargaining Unit.

15.3 When layoffs are necessitated, no Bargaining Unit employee shall be laid off until all probationary employees and any other employees with similar job classifications performing similar job duties not covered under this agreement are laid off first. Employees shall be laid off in inverse order of seniority with the least senior being laid off first.

15.4 It is the responsibility of the employee to maintain a current address with the Employer and any certifications required of their job classification.

## **ARTICLE 16**

### **PROBATIONARY PERIODS**

16.1 All newly hired employees shall be considered on probation for a period of one (1) year after the date of hire or becoming certified as a fire fighter pursuant to law, whichever is later. The probationary period may be extended by mutual agreement. During such period, the Employer shall have the sole discretion to layoff, demote or discharge such employee subject to the provisions of Article 15 and such action shall not be subject to any provision of this Agreement, nor shall it be subject to appeal through the Grievance Procedure contained herein or to any other administrative agency or board. In the event that a probationary employee is to be disciplined, he shall have the right to have a representative of the Union present.

16.2 During the first ninety (90) days of employment a newly hired employee shall not be covered by Articles 17, 18 (excluding Section 18.2) and 23 of this Agreement.

16.3 Employees promoted to the rank of Lieutenant or Captain in accordance with Article 36 shall have a probation period of one (1) year from the effective date of the promotion.

## **ARTICLE 17**

### **TRADES OF TIME**

17.1 Employees may be allowed trades of time at any time during their shift. Employees trading such time must possess the same relative qualification and classification. Employees must make application for trades through the electronic payroll/scheduling system utilized by the employer at least one (1) shift prior to the effective date of the trade. An Officer must have approved such trades prior to the employee actually making such trades.

17.2 Employees at the rank of Lieutenant or above may be allowed trades of time with another employee designated by the Fire Chief as an Acting Lieutenant or above as outlined in Article 32, Section 32.3. Employees at the rank of Lieutenant or above must make application for trades through the electronic payroll/scheduling system utilized by the employer at least one (1) shift prior to the effective date of the trade. The Fire Chief or his designee must have approved such trades prior to the employee actually making such trades.

17.3 No trades will be approved if they adversely affect the efficiency of the Fire Department as determined by the Fire Chief. Trades as outlined in Sections 17.2 shall not be approved unless three (3) or more officers at the rank of Lieutenant or above are scheduled to work at the time of application for the trade. No trades shall be approved for any given time frame if the trade is with more than three (3) employees.

#### VOLUNTARY HOLDOVER

17.4 Voluntary Holdover shall be on a rank for rank basis. However, a Lieutenant or Captain shall be permitted to voluntarily holdover for a private.

17.5 Voluntary Holdover shall be permitted for up to one half (1/2) hour after an employees normal starting hour or (0700) Hrs. Holdover duration may be extended due to emergency response incidents.

17.6 No overtime compensation shall accrue by reason of Voluntary Holdover. The employee holding over and the employee asking for the holdover understand that holding over is voluntary at their own request and for the mutual benefit of the employees only. Voluntary Holdover is not intended nor to be used to avoid recall or overtime.

17.7 The employee requesting the Voluntary Holdover shall make the verbal request to the station officer no later than 0700 HRS or the employees normal starting time. The station officer shall then notify the Fire Chief or his designee. Employees may request Voluntary Holdover no more than two (2) times per calendar year.

#### **ARTICLE 18** **LEAVES OF ABSENCE**

18.1 Upon written request, the Employer may grant a leave of absence for personal reasons, for a period not to exceed thirty (30) calendar days, for reasons satisfactory to the Employer. Seniority shall accumulate during such leave, subject to the limitations of Article 14 of this Agreement.

18.2 The Employer shall grant a leave of absence to an employee who enters active military service or is required to report for service or training in the National Guard or Reserve Units of the Army, Air Force, Navy or Marine Corps, and shall grant such employee subsequent reemployment rights in accordance with applicable federal and state law.

18.3 At the request of the Union, a leave of absence without pay may be granted to an employee covered hereunder to attend a convention or other similar function of short duration.

18.4 In the event of a death in the immediate family of an employee, the Employer shall grant a leave of absence with pay for scheduled workdays to the employee not to exceed twenty-four (24) hours. In addition, employees shall be granted up to and including twenty-four (24) hours off for employees working the platoon system or sixteen (16) hours for employees working a forty (40) hour workweek which shall be paid and deducted from the employee's accumulated sick leave.

18.5 The immediate family of an employee shall include the employee's current spouse, parents, stepparents, children, stepchildren, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparents and grandchildren.

18.6 In the event of the death of the employee's son-in-law, daughter-in-law, current spouse's brother or sister, current spouse of brother or sister of the employee, the Employer shall grant a leave of absence not to exceed twenty-four (24) hours for employees working the platoon system or sixteen (16) hours for employees working a forty (40) hour workweek which shall be paid and deducted from the employee's accumulated sick time. In the event of a death of an employee's aunt or uncle, or current spouse's grandparents the employee shall be allowed eight (8) hours to attend the funeral, which eight (8) hours will be paid and deducted from the employee's accumulated sick time.

18.7 The employee may not receive pay for any day or part day that falls on paid holidays or vacations or any other day the employee was not scheduled to work. However, if a qualifying member of an employee's family passes away while the employee is on vacation, an employee shall have the option of converting up to twenty-four (24) hours for employees working the platoon system or up to three (3) days of vacation time to bereavement leave for employee's working the 40 hour work week. The employee must notify the Fire Chief or his designee of the purpose of his absence in accordance with the Rules and Regulations of the Fire Department and shall advise the Fire Chief or his designee as to the times he will be absent on bereavement leave. The days the employee may take off include only those days beginning with the day of the death and consecutive days thereafter up to and including the day of the funeral or memorial service subject to the maximum periods set forth in Paragraphs 18.4 and 18.6, except in the case of the death of a current spouse or child or stepchild in which event the employee may take off work the first two (2) consecutive workdays immediately falling on or after the day of the death. The Employer may require an employee to provide the Employer verification of death, relationship, and funeral date and attendance.

## **ARTICLE 19** **SICK LEAVE**

19.1 Sick leave shall be accumulated at the rate of .0575 for every hour actually worked including overtime hours up to a maximum 150 hours per calendar year. For the purposes of accruing sick leave, paid time off for vacation, paid injury leave, and payments of sick leave to an employee who has qualified for paid injury leave for that injury or illness, shall constitute "hours worked." Unused sick leave shall accumulate without limit.

19.2 Sick leave shall be charged in minimum units of one hour. An employee shall be charged for sick leave on an hour to hour basis, only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

19.3 Sick leave shall be granted to an employee upon approval of the Fire Chief or his designee for the following reasons:

- A. Illness or injury of the employee.
- B. Serious illness or injury of a member of the employee's immediate family (as defined in Article 18) who resides in the employee's household, provided that the employee's absence from work is required because of a serious hardship to his immediate family.
- C. Serious medical emergency that poses a significant risk of loss of life to an employee's parent, stepparent, brother, sister, stepbrother or stepsister, provided that sick leave may only be used for that period of time during which the life-threatening situation persists, not to exceed twenty-four (24) work hours. It is understood that sick leave pursuant to this paragraph may only be used to allow the employee to visit his relative in the hospital or hospice when death is imminent.
- D. Serious illness or injury of an employee's child who resides outside the employee's household provided that the employee's absence from work is required because of a serious medical emergency.
- E. Death of a member of an employee's family as provided in Article 18.

19.4 Whenever an employee's illness or disability exceeds three (3) workdays for employees working a forty (40) hour workweek, or exceeding twenty-four (24) hours for employee's working the platoon system, they shall be required to furnish a Township Medical Absence Form from his physician notifying the Employer that he is or was unable to physically perform his duties. The Township Medical Absence Form shall be submitted to the Fire Chief or his designee no later than the 4<sup>th</sup> day of absence for those employees working a forty (40) hour work week or no later than the 2<sup>nd</sup> shift of absence for those working the platoon system. In addition, prior to returning to duty an employee shall be required to present a Township Fitness for Duty Form from his physician stating that he is able to return to duty with or without restrictions. Falsification of either the Township Medical Absence Form or the Township Fitness for Duty Form shall be grounds for disciplinary action, including dismissal.

19.5 If the Employer has a reason to suspect abuse or falsification of medical information provided, they shall have the right to investigate. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid and subject to disciplinary action. Application for sick leave with intent to defraud shall be grounds for disciplinary action, including dismissal. The abuse or patterned use of sick leave shall result in disciplinary action. An employee shall not engage in other employment while on sick leave.

19.6 In situations in which an employee notifies the Employer that he will be absent, and the Fire Chief or his designee feels that he may be capable of performing light or restricted duties, he may be placed on an administrative schedule (8 hours per day/5 days per week), if the Employer is able to provide work that the employee can safely perform within any physical limitations. If an employee or his physician objects to such assignment, the employee shall not be required to perform such light duties until examined by a physician at Occupational Care Consultants or Occu Health and paid for by the Employer. This physician's determination of the employee's capacity to perform such light or restricted duties shall be final as to the employee's eligibility for light or restricted duty. The tour of duty employee's hourly pay rate shall be the 40 hour work week pay rate as defined in Appendix A. The employee shall be paid at this rate for all hours actually worked while on the administrative schedule. A work schedule of less than forty (40) hours may be possible but not limited by the following factors, a limited or progressive return to work schedule by a physician, physical therapy appointments or other appointments associated with the rehabilitation of the employee. In the event that there is a difference between 40 hours and the hours actually worked, the difference in hours shall then be deducted from the employee's sick leave balance or accrued bonus time off until exhausted and lastly accrued but unused vacation time.

An employee who is placed on the administrative schedule shall not be entitled to twenty four (24) hours of Kelly Day time off per 28 day FLSA. If a Kelly day has already been used during the FLSA cycle when the employee starts the administrative schedule, the 24 hours will be worked back on a Kelly day during the next cycle in which the employee has at least two scheduled days off (KD and VAC). For partial use of administrative schedule (less than 40 hours per week) allowing the employee to return to a platoon, the loss of Kelly Day hours shall be computed at a rate of 4 hours per day. Hours worked during the administrative work schedule will not be more than the scheduled hours had the employee been working the platoon system.

If the employee previously scheduled a vacation day during the time the individual is on an Administrative Schedule, they shall be granted the vacation to be used in 8 hour time increments during the 5 day work week.

19.7 When an employee has been absent due to sickness, injury or pregnancy and has exhausted his or her accumulated sick leave, at the Employers discretion, the employee may be placed on a leave of absence without pay, if substantiated by satisfactory medical evidence by a licensed physician. The Employer shall retain the right to have such employee examined by a physician of its choice, at the Employer's expense. Employees on leaves shall accumulate seniority subject to the limitations of Article 14 of this Agreement.

19.8 Employees who have at least seven hundred fifty (750) accumulated sick leave hours shall be allowed to donate up to forty-eight (48) hours of accumulated sick leave to another employee who has exhausted his accumulated sick leave in the event of a catastrophic illness or a non-job injury. Determination of a catastrophic illness or injury shall be made by the Fire Chief and the Board of Trustees collectively. No employee shall be allowed to donate more than forty-eight (48) hours to other employees per calendar year.

**ARTICLE 20**  
**INJURY LEAVE**

20.1 Any employee who qualifies for temporary total disability payments through the Ohio Bureau of Workers' Compensation shall be entitled to an injury leave during the period of time ending sixty (60) calendar days after the date of the original injury or of the occupational disease/illness that is the subject of the Workers' Compensation claim. During this sixty (60) calendar day injury leave, the employee's salary and benefits shall be continued at its then current level, and the employee shall not be entitled to receive compensation under Ohio's Workers' Compensation Act for the sixty (60) day injury leave period. Employees on injury leave status will be required to contact the Duty Chief or his designee daily, no later than 0900 hours or as otherwise determined by the Fire Chief to discuss their status. At its sole option, the Employer may extend the sixty (60) calendar day period on a case-by-case basis reserving the right to cancel said extension at any time. If the Employer has reason to suspect abuse or falsification of medical information provided, they shall have the right to investigate. An employee shall not engage in other employment while on injury leave.

20.2 If an employee returns to work prior to expiration of the original sixty (60) calendar day period and then is disabled at a later date due to the same injury or occupational disease/illness, he may use the unused portion of the sixty (60) calendar day period.

20.3 The employer shall maintain all health care benefits for an employee or his family as a result of a compensable on the job injury or occupational disease/illness. for one (1) year from the date of the injury or the date of Maximum Medical Improvement (MMI) as determined by the Bureau of Workers' Compensation, whichever should occur first. Benefits may be extended beyond one (1) year up to a maximum of 90 calendar days, if the attending physician anticipates a return to work date within the 90 calendar days.

20.4 The employee agrees to work cooperatively with the employer, the Managed Care Organization (MCO), and the employee's treating physician to return to work as soon as possible. Such cooperation shall include, but shall not be limited to, the employee submitting to any employer required physical examination and providing to the employer any written information from his treating physician regarding any restrictions that would prevent the employee from performing his regularly assigned duties. The employee further agrees that he shall return to work in a "light/modified duty" capacity if such assignment is offered by the employer and is approved by his treating physician. This Section does not guarantee that a light/modified duty position will/will not be available. Employees on light duty shall work administrative hours and receive their regular biweekly pay.

20.5 Whenever an employee's on the job injury or occupational disease/illness or disability exceeds three (3) workdays for employees working a forty (40) hour workweek, or exceeding twenty-four (24) hours for employee's working the platoon system, they shall be required to furnish a Township Medical Absence Form from his treating physician notifying the Employer that he is or was unable to perform his duties. In addition, prior to returning to duty an employee shall be required to present a Township Fitness for Duty Form from his treating physician stating that he is able to return to duty with or without restrictions

## **ARTICLE 21**

### **SICK LEAVE RETIREMENT CONVERSION**

21.1 Employees shall receive upon retirement payment for one-fourth (1/4) of the employee's accrued, but unused, sick leave. Payment shall be made at the time of the employee's retirement from the Township, upon confirmation from the Ohio Police and Fire Pension Fund that the employee is eligible for retirement.

21.2 Any employee who is permanently separated from Township service due to death shall receive 100% of the employee's accrued, but unused, sick leave. An employee who is permanently separated by the Township due to a service-related disability or disease as determined by the Ohio Bureau of Workers' Compensation as a permanent disability, shall be entitled to receive 50% of the employee's accrued, but unused, sick leave up to a maximum of 1500 hours.

## **ARTICLE 22**

### **SAFETY AND HEALTH**

22.1 This Safety and Loss Prevention Policy is based on the firm conviction that accidents which cause personal injury and/or loss of assets can be prevented. While it is acknowledged that the job of Fire Fighter or Fire Fighter/Paramedic has its own inherent hazards, the safety of Sylvania Township Fire Fighters is of utmost importance. The Employer will provide and maintain a safe and healthy working environment at all times and will establish operating practices designed to assure the safety of all fire fighters. The Employer will continue to comply and make provisions for a safe and healthy workplace in accordance with all governing Federal, State, Local laws, and health regulations and work with the Union to implement new procedures to stay current with new safety and health laws and regulations.

22.2 Each employee is responsible for his individual safety performance. Each supervisor also has the responsibility to create a climate of safety awareness. Safety and loss prevention must be considered as an integral part of every job. It is the responsibility of each employee to comply with all local, state and federal safety and health regulations and to attempt to work in such a manner as to prevent injuries to himself and his fellow employees. Unsafe working conditions must be brought to the immediate attention of a supervisor. Unsafe working conditions that are not abated will be immediately reported to the Safety and Health Committee. The Safety and Health

Committee will have immediate access to the Fire Chief and/or his representative for the purpose of abating these conditions. For the purpose of this policy, supervisor will mean the next employee up in the chain of command.

22.3 Any employee sustaining an injury or re-injury must inform the Fire Chief or his designee within 24 hours of the occurrence. All injuries, however slight, must be reported. Members of the Safety and Health Committee of Local 2243 shall have the opportunity to investigate accidents, injuries, illness or near misses.

The Employer shall provide employees who are injured in the course of employment a reasonable opportunity to seek medical treatment. In situations in which the injury is not life threatening, this opportunity shall be afforded as soon as reasonably possible after the injury giving due regard to the seriousness of the injury and need for immediate treatment.

In the event the injury is life-threatening and requires the calling of a life squad, the employee shall be transported to a hospital as soon as possible. In other situations, the Employer and the Union encourage employees to seek treatment at clinics or emergency care centers as opposed to hospital emergency rooms. However, it is understood that the ultimate choice of the emergency medical treatment lies with the injured employee.

If an employee is exposed to an infectious disease in the course of employment, the Employer will provide and pay for such diagnostic tests as the Lucas County Health Department or its successor recommends to the Fire Chief.

If an exposure leads to contraction of an infectious disease, the employee shall be afforded treatment in accordance with his rights under appropriate Workers' Compensation laws and the Employer will not contest the claim.

22.4 The Employer shall provide devices or systems manufactured or designed specifically for the purpose of reducing diesel exhaust emissions in all stations, provided, however, that the Employer may install such devices or systems within ninety (90) days of the acquisition of a vehicle, unless it is unable to do so due to circumstances beyond its control and additional time is mutually agreed upon by the Employer and the Union.

22.5 In the event that the driver of a vehicle believes in good faith that a vehicle presents an imminent danger of death or serious harm to employees, he shall notify the immediate Supervisor. The immediate Supervisor shall investigate the complaint as soon as is possible, and, if he agrees with the driver, he shall take the vehicle out of service. If the immediate Supervisor disagrees with the driver, he shall immediately notify the Fire Chief or his designee, Shift Steward or Safety Committee representative who is on duty. The Union representative will then meet with the driver and Supervisor after arrangements have been made for the meeting without impairing the efficient operation of the department. If the Union representative agrees with the immediate Supervisor, the vehicle will remain in service. If the Union representative disagrees and believes that the vehicle should be taken out of service, the Union representative shall be permitted to discuss the situation with the Fire Chief or, in his absence, his designee as soon as possible.

22.6 Tools, equipment and materials must be in safe condition before they are used or handled.

22.7 All employees must wear safety equipment as required. All safety equipment shall be repaired or replaced by the Department as needed. If a dispute arises as to the need to repair or replace equipment, it shall be determined by the Safety Committee. All turn-out gear shall be cleaned on a regular basis, with spare equipment available at locations determined by the Fire Chief.

22.8 All vehicle maintenance, other than minor repairs that can be done by Fire Department employees in the station, will be performed by an ASE certified mechanic.

22.9 The Employer shall continue the EAP program currently in place with Work Place Resources or a similar provider.

22.10 The Employer shall provide employees annual influenza inoculations at locations determined by the Township.

22.11 In the interest of safety, a joint committee of no less than two (2) nor more than four (4) members, half of whom shall be from Management including the Fire Chief and half of whom shall be from the Union, shall convene not less than once every calendar quarter, unless waived by mutual consent of the parties.

22.12 The employer shall provide that the EAP program provider shall make routine visits to all fire stations.

### **ARTICLE 23** **POSTING OF SCHEDULE**

23.1 The Employer shall post a schedule, in an accessible location at each station, for at least thirty (30) calendar days in advance. Any changes to the posted schedule, regarding temporary shift transfers of personnel shall require ten (10) calendar days notice. Scheduling for the purpose of paramedic continuing education shall also be subject to this section provided the continuing education program has furnished the employer with a training schedule in sufficient time to comply.

23.2 The Employer shall in good faith continue its efforts to minimize any adverse effects of shift transfers that impinge upon Kelly day or vacation periods.

23.3 The Fire Chief shall designate an officer to coordinate scheduling of Fire Safety talks, Public Relations events and other events associated with promoting the mission of the Fire Department to prevent unnecessary schedule conflicts.

**ARTICLE 24**  
**ABSENTEE POLICY**

24.1 Employees have the responsibility to be at work every scheduled workday between the times scheduled. The following policy applies to all bargaining unit employees and include the following definitions and policy provisions:

- A. "Absences": Absences are all failures to be at work on a scheduled workday between the hours scheduled for any reason except the following:
1. Vacation.
  2. Approved jury duty and selection.
  3. Holidays.
  4. Military obligations.
  5. Funeral leave.
  6. Approved leaves of absence as described in Article 18.
  7. Injury leaves as described in Article 20.
  8. Trades of time.
  9. Kelly days.
  10. Approved FMLA
  11. Tardiness as defined in Section 24.2

Failure to work of up to twelve (12) hours shall be charged as one-half (1/2) absence. Failure to work in excess of twelve (12) hours is one (1) absence.

Absence for the same confirmed illness or injury is one absence whether the absence is on consecutive days or not. The burden of proof of illness or injury is that of the employee. Nonconsecutive days absence due to a different injury or illness count as an absence for each day.

24.2 "Tardiness": Failure to report absence for personal or family illness or injury by the proper time and in the proper manner will be considered tardiness. Tardiness will be penalized in a separate manner from other offenses. The procedure outline for repeated violations of this type is as follows:

Within a Twelve Month Period

- 1st Offense - Written Reprimand.
- 2nd Offense - Second Written Reprimand.
- 3rd Offense - Third Written Reprimand or one (1) day suspension.
- 4th Offense - One (1) to three (3) days suspension.
- 5th Offense - And all thereafter within a continuous twelve (12) month period, nine (9) to thirty (30) days suspension or recommendation of demotion or recommendation of dismissal

24.3 In the event an employee does not accrue any absence's during any two (2) calendar months, that employee shall have his absence record reduced by one absence at the end of such two (2) calendar months.

24.4 It shall be the employee's responsibility to notify an on duty shift officer that he will not be reporting for work at least one (1) hour prior to the beginning of his scheduled shift. It shall be the responsibility of the notified shift officer to make the necessary additional notifications as directed within the employers published policy. It shall be the employee's responsibility to provide the shift officer with a probable return to work date and the reason for the absence. The Employer shall continue its practice of not commonly calling or visiting the homes(s) of absent employees.

24.5 In appreciation for maintaining a perfect tardiness and absentee record, an employee who does not accrue any instances of tardiness or absences for reasons other than paid vacations, approved bereavement leave, military leave, personal leave, Kelly days, sick leave bonus days or jury duty during any three consecutive calendar months (Jan. – Mar., April – June, July – Sept., Oct. – Dec. ) in the calendar year shall be entitled to twelve (12) hours of time off with pay, not to exceed forty-eight (48) hours bonus time earned in any calendar year. Employees who are granted a bonus for each of the four (4) calendar quarters shall be granted an extra twelve (12) hours during the following year. Scheduling of bonus time off shall not create overtime at the time of application. Employees shall be permitted to carry over into the next year, the bonus hours earned in the 4<sup>th</sup> quarter. Use of Family Medical Leave (FMLA) during the consecutive calendar months as noted shall not entitle the employee to bonus time.

24.6 Employees shall be permitted to request use of accrued, eligible but unused bonus time no later than one (1) hour prior to the beginning of his scheduled shift. Bonus time off shall not create overtime at the time of request.

In the event an employee does not desire to schedule his accrued but unused time off, he shall be entitled to a cash payment in his next regular payroll but no later than the last payroll in December or elect to add the hours earned as a result of this Article to his accrued but unused sick leave.

24.7 Penalties for accruing absences within a rolling nine (9) month period shall be as follows:

One absence - Letter of absence.

Two absences - Letter of accumulation.

Three absences- Letter of accumulation or a one (1) day suspension.

Four absences- Suspension or termination at the discretion of the Employer.

24.8 If an employee's sick leave usage reflects a demonstrated pattern of absenteeism, e.g., coupling the use of sick leave (without a doctor's excuse) and Kelly days, the employee shall be subject to progressive discipline as outlined in Article 12 of this Agreement up to and including dismissal.

**ARTICLE 25**  
**UNIFORM ALLOWANCE**

25.1 Beginning with the calendar year after an employee has been hired, all bargaining unit employees shall receive an annual uniform allowance of \$700.00, half payable the second (2<sup>nd</sup>) pay in April and half payable the second (2<sup>nd</sup>) pay in October of each year. To be eligible for the Uniform Allowance, during the six (6) months prior to the bi-annual disbursement the employee assigned to platoon work shall have worked a minimum of thirty (30) scheduled shifts, and the employee assigned to the administrative schedule shall have worked a minimum of sixty (60) scheduled shifts. Kelly days, Vacation days, Holidays, and BTO are to be included as scheduled shifts worked. All bargaining unit employees shall be in proper uniform as designated by the Fire Chief while on duty. The types and styles of uniforms to be worn shall be designated by the Fire Chief. Any change in uniform type or style occurring after the effective date of this Agreement shall be phased in over a period of time no less than the time elapsed between the change in the uniform style or type and the second semi-annual payment occurring after the change. The fire chief or his designee may inspect the uniforms of each employee quarterly each year. Upon termination of employment, employees shall be required to return in acceptable condition those uniforms set forth in Section 25.2 of this Agreement. Except that employees who retire under normal retirement or disability and employees with five years or more service with the Employer, shall not be required to return their Class A uniform or leather boots.

25.2 The Employer shall continue to furnish personal protective equipment (not to exceed the employee's probationary period). Such personal protective equipment shall include:

- A. One (1) coat
- B. One (1) pair night pants with leather boots
- C. One (1) helmet
- D. One (1) protective hood
- E. One (1) pair of gloves
- F. One (1) pair NFPA-compliant goggles
- G. One (1) SCBA face piece with storage bag
- H. One (1) SCBA face piece Voice Amplifier for promoted officers
- I. Department I.D. Card
- J. Two (2) Accountability Tags

25.3 Employees shall be required to produce the following for inspection by the Fire Chief or his designee on a quarterly basis:

- A. Four (4) pairs of trousers
- B. Six (6) blue shirts, four (4) uniform shirts (long- or short-sleeve) and two (2) polo shirts (long or short sleeve).
- C. One (1) Class A Uniform cap
- D. One (1) tie
- E. One (1) belt
- F. One (1) nameplate
- G. One (1) coat

- H. One (1) pair safety footwear
- I. One (1) Breast Badge
- J. One (1) Class A Uniform Cap Badge
- K. Personal protective equipment as defined in Section 25.2
- L. One (1) Handlight
- M. One (1) Safety Vest ANSI 207-2006 Class II Public Safety Vest
- K. One (1) personal protective equipment bag

25.4 Employees with three (3) years' service or more shall also be required to produce a Class A Uniform for inspection by the Fire Chief or his designee on a quarterly basis. In the event any article of the uniform is determined to be deficient during the annual inspection, the employee shall replace said article within thirty (30) calendar days.

25.5 Within a reasonable period of time (not to exceed the employee's probationary period) after a new employee is hired, the Employer shall furnish him the following:

- A. Four (4) pairs of trousers
- B. Six (6) blue shirts, four (4) uniform shirts (long- or short-sleeve) and two (2) polo shirts (long or short sleeve).
- C. One (1) Class A Uniform cap
- D. One (1) tie
- E. One (1) belt
- F. One (1) nameplate
- G. One (1) coat
- H. One (1) pair safety footwear, the cost of which shall not exceed Eighty-Five (85) dollars
- I. One (1) Breast Badge
- J. One (1) Class A Uniform Cap Badge
- K. Personal protective equipment as defined in Section 25.2
- L. One (1) handlight
- M. One (1) Safety Vest ANSI 207-2006 Class II Public Safety Vest
- N. One (1) personal protective equipment bag

25.6 The Employer shall provide seventeen (17) safe pairs of firefighting gloves distributed appropriately at the fire stations for use by fire fighters should their gloves become temporarily unusable.

25.7 The types and styles of uniforms (**Appendix B**) are defined as follows:

**Class A Uniform**

- Black Dress Shoes - plain toe polished or high gloss
- Black socks
- Dress Uniform Trousers
- Dress Uniform Blouse
- Dress Black Uniform belt

Dress White uniform shirts long or short sleeve with appropriate collar brass.  
Breast Badge  
Cap Badge  
Nameplate  
Tie  
Cap

### **Station Duty Uniform**

Black Safety Footwear  
Black socks with low cut Safety footwear, White athletic socks are acceptable with safety footwear where the white sock cannot be seen.  
Blue Uniform trousers  
Black Uniform belt  
Blue button down uniform shirt long or short sleeve, with appropriate collar brass, nameplate, breast badge (optional)  
Blue polo shirts, long or short sleeve at the discretion of the Fire Chief or his Designee

Employees may wear the department approved long sleeve sweatshirt, mock turtleneck at any time with the shirt of the day. Department approved T-shirts may be worn when the temperature or heat index is eighty (80) degrees or greater.

## **ARTICLE 26** **HOURS OF WORK**

26.1 There shall be a three (3) platoon system. The annual work schedule for employees working the platoon system shall be based on a regular workweek of fifty (50) hours. Employees working the platoon system shall have their regularly scheduled shift commence at 0700 hours and continue through 0700 hours the following day.

26.2 Employee not working the platoon system shall have a regular workweek of forty (40) hours, or as otherwise determined by the employer, not to exceed fifty (50) hours per week.

26.3 Employees working a platoon schedule are entitled to receive 312 hours off without reduction in pay as “Kelly days” due to reductions in the work schedule over the years. Such Kelly days are to be scheduled in twenty-four (24) hour increments every twenty-eight (28) calendar days and in accordance with the provisions of Article 29.

26.4 All work in excess of the regularly scheduled tours of duty or the regularly scheduled workday of the employee shall be compensated at the rate of time and one half (1.5) of the employee’s customary hourly rate as set forth in Appendix A attached hereto and made a part hereof. Employees who are recalled are to receive a minimum of two (2) hours pay at one and one half (1.5) times the employee’s customary hourly rate as set forth in Appendix A attached hereto and made a part hereof.

26.5 Overtime compensation for hours worked shall be paid in accordance with the provisions of the Fair Labor Standards Act. For employees working the platoon system, overtime shall be based upon a twenty-eight (28) day work cycle.

**ARTICLE 27**  
**HOLIDAYS**

27.1 Bargaining unit employees, after six (6) months full-time service, working a forty (40) hour workweek schedule, shall be eligible for the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	One-half day Christmas Eve
Independence Day	Christmas Day
Labor Day	One-half day New Year's Eve

27.2 In order to be eligible to receive holiday pay, the employee must have worked his last full scheduled workday immediately preceding the holiday and his next full scheduled workday immediately following the holiday, unless the employee's failure to work either or both qualifying days is due to the employee's hospitalization or absence. In either case, employee must have received full paid sick leave for the time missed and submit a Township Medical Absence form and Return to Duty form signed by a licensed physician. If an employee is unable to work a full workday on either or both qualifying days and misses no more than a total of two (2) hours work for legitimate reasons beyond his control, such as illness, injury or accident, the employee shall receive holiday pay if he is otherwise eligible to do so.

27.3 Employees whose shift starts on one of the following holidays shall be compensated at two (2) times their customary hourly rate as set forth in Appendix A attached hereto and made a part hereof for hours worked on that shift: New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

**ARTICLE 28**  
**VACATIONS**

28.1 Employees hired prior to January 1, 2011, shall, on January 1<sup>st</sup> of each year, receive vacation pay, in accordance to the following schedules:

Forty (40) hour workweek employees:

<u>Years of Service</u>	<u>Vacation Calculated In Weeks and Days</u>
Less than 1	0
1 - 4	2 weeks
5	2 weeks, 1 day
6	2 weeks, 2 days
7	2 weeks, 3 days
8	2 weeks, 4 days
9 - 12	3 weeks
13 - 17	3 weeks, 2 days
18 - 19	3 weeks, 3 days
20	4 weeks
21 - 23	4 weeks, 2 days
24 - 25	4 weeks, 3 days

Twenty-four (24) hour tours of duty employees effective January 1, 2012:

<u>Years of Service</u>	<u>Vacation Calculated In Hours</u>	<u>Days</u>
Less than 1	0	0
1 - 4	120	5
5-7	144	6
8-11	168	7
12-18	216	9
19-21	240	10
22-23	264	11
24-25	288	12

Employees hired after January 1, 2011 shall receive a vacation with pay on January 1<sup>st</sup> of each year, in accordance with the following schedule;

Forty (40) hour workweek employees:

<u>Years of Service</u>	<u>In Weeks and Days</u>
Less than 1	0
1 - 4	2 weeks
5	2 weeks, 1 day
6	2 weeks, 2 days
7	2 weeks, 3 days
8	2 weeks, 4 days
9 - 12	3 weeks
13 - 17	3 weeks, 2 days
18 - 19	3 weeks, 3 days
20	4 weeks

Twenty-four (24) hour tours of duty employees:

<u>Years of Service</u>	<u>Vacation Calculated In Hours</u>	<u>Days</u>
Less than 1	0	0
1 - 4	120	5
5-7	144	6
8-11	168	7
12-18	216	9
19-25	240	10

28.2 An employee's years of service shall be calculated using the employee's years of service they will have in the upcoming calendar year.

28.3 In order to be eligible to receive vacation pay, the employee must have worked the last full scheduled workday immediately preceding the vacation and his next full scheduled workday immediately following the vacation, unless the employee's failure to work either or both qualifying days is due to the employee's hospitalization or absence. In either case, employee must have received full paid sick leave for the time missed and submit a Township Medical Absence form and Return to Duty form signed by a licensed physician. If an employee is unable to work a full workday on either or both qualifying days and misses no more than a total of two (2) hours work for legitimate reasons beyond his control, such as illness, injury or accident, the employee shall receive vacation pay if he is otherwise eligible to do so.

28.4 Employees may elect to defer scheduling up to ninety-six (96) hours of accrued but unused vacation time to be used throughout the calendar year as the employee desires. The employee shall apply for the vacation time off at least one (1) hour prior to the requested date. The request shall be through a shift officer and approved by the Fire Chief or his designee. Utilization of deferred vacation time shall not create overtime on the schedule at the time of application. Accrued but unused vacation time under this provision shall be paid on request of the employee with the last pay in December. Unused time shall not be permitted to be carried over from year to year.

## **ARTICLE 29**

### **KELLY/VACATION DAY SELECTION**

29.1 For the purpose of this Article, the term “employee” shall be defined as an employee working twenty-four (24) hour tours of duty.

29.2 All days during the calendar year will be available for selection of vacation and Kelly days off.

29.3 In selecting time off for a given calendar year, an employee shall be entitled to the vacation time off set forth in Article 28.

29.4 In selecting vacation time off for a given calendar year, employees shall select in order of seniority on their shift, subject to the conditions set forth in Paragraph 29.6.

29.5 The following shall outline the vacation and Kelly day selection process. There will be a three (3) step selection process.

1. Employees shall first select thirteen (13) twenty-four (24) hour shifts, one (1) each in the corresponding FLSA (Fair Labor Standards Act) twenty-eight (28) calendar day cycle as outlined on the selection calendar. No more than two (2) employees shall be permitted to select Kelly day time off on a particular day, unless the corresponding cycle has only nine (9) twenty-four (24) hour shifts. Should this situation arise, employees shall be permitted to select in order of seniority any day or days within said cycle to have no more than three (3) employees select Kelly day time off until all employees have selected one (1) twenty-four (24) hour shift within that cycle.

2. Employees shall then be permitted in order of seniority to select accrued vacation time off as outlined in Article 28. Employees shall be restricted to selecting days in twenty-four (24) hour blocks. Employees shall be restricted to select no more than four (4) twenty-four (24) hour vacation days during the months of June, July and August.

The number of available days that will allow more than three (3) employees to select time for vacation or Kelly days shall be determined by the Fire Chief or his designee who shall confer with the Union President or his designee prior to commencement of the Kelly/Vacation day selection process. The number of available days that will allow more than three (3) employees to select time for vacation shall be available in order of seniority. Any unused available days shall progress in order of seniority.

3. After employees have selected earned vacation time as a result of employment with Sylvania Township for a given calendar year in accordance with the preceding. Employees who accumulated additional vacation time off as a result of employment by a public employer other than Sylvania Township and who are entitled under state law to credit shall select in order of seniority, such additional vacation time off from among the available days or partial days remaining.

29.6 In the annual vacation selection occurring in an employee's first year of employment, new employees shall be allowed to select vacation time for the upcoming year consisting of ten (10) hours for every complete month following their hire date through December 31st of that year. Employees shall be permitted to select that amount of vacation time to which they are entitled based upon the number of full years of service prior to January 1st of the vacation year being selected, which vacation time off may be taken at any time during the vacation year. Upon completion of any year of service that entitles an employee to additional vacation time beyond that to which he was previously entitled, that additional vacation time may only be taken in the following calendar year.

29.7 No more than two (2) employees at the rank of Lieutenant or higher may select time off as Vacation or Kelly Day on the same day.

**ARTICLE 30**  
**INSURANCE**

30.1 The Employer shall continue to provide health insurance benefits, (Medical, Dental, vision and Prescription Medications), as described below.

**PLAN A** 90/10 Plan offering lower deductibles and Out of Pocket Maximums than the **PLAN B**.

**PLAN B** 80/20 Plan with deductibles and maximum out of pocket.

30.2 The Employer will pay ninety (90)% of the monthly established premium of Plan B, toward the cost of either Plan A or Plan B.

The following is only an example using factitious numbers.

<b>Plan B</b> monthly premium-	\$1500.00
Employer pays 90%-	\$1350.00
Employee pays 10%-	\$ 150.00

<b>Plan A</b> monthly premium-	\$1700.00
Employer pays 90%-	\$1350.00
Employee pays 10%-	\$ 350.00

Newly-hired employees shall be enrolled in the health insurance plan on the first day of the first full calendar month after the employee has completed thirty (30) days of employment.

30.3 Employees shall be permitted to opt out of insurance coverage (excluding life insurance) by signing a written waiver stating that he/she has enrolled in other available healthcare insurance coverage. Employees waiving coverage in this manner may elect to re-instate coverage at the next open enrollment period or within thirty (30) calendar days of a qualifying event as outlined in the Summary Plan Description.

An employee who opts out of the Employer's health insurance plan shall be paid a monthly amount as noted in 30.3A.

A. Two-Party - a minimum of Two Hundred (200.00) dollars or as otherwise determined by the employer.

Family - a minimum of Three Hundred (300.00) dollars or as otherwise determined by the employer.

30.4 Effective July 1, 2011 if an employee's spouse has available qualified health insurance through their employer, and the premium does not exceed One Hundred and Fifty (150.00) dollars per month for single coverage, then the employee's spouse is required to enroll in that plan. The Employer agrees to provide health insurance for the employee's dependent children.

The Employer will pay the employee One Hundred and Twenty Five (125.00) dollars per month if his or her spouse is required to enroll in their employer's qualified health insurance plan.

30.5 Employees shall not be paid more than the maximum dollar amounts in Section 30.3A or Section 30.4. Dollar amounts in Sections 30.3A and Section 30.4 shall not be combined.

30.6 The Employer may offer incentives or opportunities to reduce monthly premiums to employees enrolled in the Employer's health insurance plan. These incentives may include, but are not limited to: health risk assessments, wellness programs and fitness guidelines.

The Employee Healthcare Insurance Committee, along with the Employer's Healthcare Consultant, are currently composing a list of OTC (over-the-counter) medications that will be covered by the Employer's prescription drug benefit. These OTC medications will have a maximum Five (5.00) dollar co-pay.

The Employer will continue to support an Employee Healthcare Insurance Committee.

The Employer in the future may determine upon recommendation from its Employee Insurance Committee that it would be in the best interest of the Employer and its employees to establish optional Healthcare Savings Accounts (HSA) for eligible employees. Upon this determination, the Employer will offer an HSA replacing either Plan A or B or both. The Employer shall continue to offer to its employees not more than two (2) Insurance plans consisting of either Plan A, Plan B or an HSA.

30.7 The Employer shall deduct medical insurance co-payments as set forth in Section 30.2 and any medical reimbursement deductions chosen by the employee in accordance with the Internal Revenue Service Rule 125 plan to allow for pre-tax deductions.

30.8 The Employer shall provide at a minimum a \$15,000 group term life insurance plan at no cost to the employee.

30.9 Either the Employer or the Union may reopen Article 30 (Insurance) for purposes of negotiating the terms of the Article to be effective January 1, 2012, by filing a written notice to negotiate no earlier than ninety (90) calendar days prior to nor less than sixty (60) calendar days prior to January 1, 2012. And be it further that the Employer or the Union reserves the right to settlement through impasse proceedings, including factfinding and/or conciliation.

### **ARTICLE 31** **WAGES**

31.1 Effective January 1, 2011 wages shall be increased by 2%.

Either the Employer or the Union may reopen Article 31 (Wages) for purposes of negotiating the terms of the Article to be effective January 1, 2012, by filing a written notice to negotiate no earlier than ninety (90) calendar days prior to nor less than sixty (60) calendar days prior to January 1, 2012. And be it further that the Employer or the Union reserves the right to settlement through impasse proceedings, including factfinding and/or conciliation.

Wages shall be as defined within Appendix A of this agreement

31.2 Each pay step as defined in Appendix A shall be defined to be 26 pay periods (1 year).

### **ARTICLE 32** **RANK DIFFERENTIAL**

32.1 There shall be a fifteen (15%) percent wage differential between Step Four (4) Firefighter pay and that of the rank of Lieutenant and a seven and one half (7 1/2) percent wage differential between the ranks of Lieutenant and Captain. Certified State of Ohio Paramedics shall receive two (2%) percent above their customary hourly rate.

32.2 A Firefighter/ EMT or Firefighter/Paramedic acting as a Lieutenant or Captain shall be paid the full appropriate rate of pay for a Lieutenant or Captain as outlined in Appendix A whenever in an acting capacity. The Employer shall minimize the amount of station assignment relocation if an employee designated as an Acting Officer is previously scheduled to work at that station.

32.3 The Acting Officer position shall be filled from the posted list consisting of those who took and passed the last Officers Exam. If there are no eligible employees on the list on duty when an Acting Officer position becomes available, then the Acting Officers position shall be assigned to any person on duty provided that the employee has fulfilled the requirements as noted in Section 32.4. The Employer shall minimize the amount of station assignment relocation if an employee designated as an Acting Officer is scheduled to work at that station.

32.4 In order to be considered for the position of Acting Officer, those employees shall have fulfilled the requirements as determined by the Fire Chief. Both employees who have elected to take the Officers exam and those who did not but still desire to be considered for the position of Acting Officer shall be required to fulfill the requirements as determined by the Fire Chief.

### **ARTICLE 33** **LONGEVITY**

33.1 Employees hired prior to January 1, 2011 shall be paid longevity in accordance with the following formula:

1. After five (5) years of seniority – 1%
2. Each year of seniority thereafter – additional .2% up to a maximum of 6%

The longevity payment shall be calculated by multiplying the applicable percentage rate times the employee's yearly salary. The longevity payment shall be made in a separate check distributed to all employees who are on the seniority list at the time the first paychecks are received in the month of December. Employees must have worked 1500 hours in the prior twelve (12) calendar months to be eligible for payment. Leaves of absences including paid holidays, vacation, kelly days, court duty, bereavement, military and on the job injuries shall constitute hours worked.

33.2 Longevity payments for employees hired on or after January 1, 2011. Employees hired on or after January 1, 2011 shall be paid longevity in accordance with the following formula.

- |                                                    |           |
|----------------------------------------------------|-----------|
| 1. (5) years but less than (10) years of service-  | \$ 568.00 |
| 2. (10) years but less than (15) years of service- | \$1136.00 |
| 3. (15) years but less than (20) years of service- | \$1704.00 |
| 4. (20) years but less than (25) years of service- | \$2272.00 |
| 5. (25) or more years of service-                  | \$2840.00 |

The longevity payment shall be made in a separate check distributed to all employees who are on the seniority list at the time the first paychecks are received in the month of December. Employees must have worked 1500 hours in the prior twelve (12) calendar months to be eligible for payment. Leaves of absences including paid holidays, vacation, kelly days, court duty, bereavement, military and on the job injuries shall constitute hours worked.

#### **ARTICLE 34** **OVERTIME**

34.1 Overtime shall be granted according to seniority within the rank as defined in Article 14. As a safety precaution, employees shall not be permitted to work more than a maximum of 36 consecutive hours prior to being off duty for a 12 hour period.

34.2 When the Employer has offered scheduled overtime in advance for any reason in accordance with the mutually agreed upon overtime policy and an employee has accepted the scheduled overtime hours and an unforeseen need arises, they shall be permitted to cancel the overtime without discipline. The employee shall notify an on duty shift officer or above at least twenty four (24) hours prior to the scheduled starting time. If the employee has an unforeseen compelling emergency as determined by the Fire Chief or his designee, the employee shall be excused without discipline.

34.5 Special project work, details or events that require staffing above the daily minimum of platoon personnel the Fire Chief or his designee reserve the right to staff the special project work, detail or event according to qualifications and not Seniority.

34.6 Employees at their sole option may elect no later than January 1 of each calendar year of this agreement with written notification to the Fire Chief or his designee to opt-out of any overtime associated with daily staffing , project work, details or events. The opt-out provision shall be in effect for the calendar year and may be changed to opt-in once per calendar year by the employee with written notification to the Fire Chief or his designee.

Employees shall not be permitted to opt-out of required overtime associated with a mandatory recall of personnel for a major incident as determined by the Fire Chief or his designee.

#### **ARTICLE 35** **PENSION**

35.1 The Employer shall continue to participate in the Ohio Police and Fire Pension Fund as provided by the Ohio Revised Code. Employee contributions shall continue to be made as tax deferred to the extent permitted by the Internal Revenue Service regulations and Ohio Attorney General Opinions.

**ARTICLE 36**  
**PROMOTIONS**

36.1 In making promotions to the ranks of Lieutenant and Captain, the Employer shall utilize a competitive examination process, which shall consist of a validated written exam with a successful completion score of not less than seventy (70)%, and an oral assessment with a panel of not more than three (3) Fire Chiefs from jurisdictions other than those in Lucas County and none of whom shall know a prospective candidate. Notice of the written examination date shall be posted by the Fire Chief or his designee not less than ninety (90) days prior to the date of the exam. The final test score shall be determined by combining 1) written exam score, weighted at 60% of total score, and 2) oral assessment, weighted at 40% of total score. Additional points shall be added to each candidate's combined total score as follows:

Promotion to Lieutenant

- A. Points for Service: 1/12 point for each completed calendar month of service with the department following the pre-requisite of 5 years necessary to take the promotional exam, not to exceed 5 points.
- B. Points for Education: 1/30 point, but never more than a total for four (4) points in all, for each completed course hours required for a Degree program in Fire Science from a recognized institution of higher learning, calculated on or before the date of the exam.
- C. Points for Required Certifications: 2 points for completing all certifications required upon promotion to Lieutenant as listed in Article 36.2, on or before the date of the examination.

Promotion to Captain

- A. Points for Service: 1/12 point for each completed calendar month of service as a Lieutenant with the department following the pre-requisite of 3 years necessary to take the promotional exam, not to exceed 5 points.
- B. Points for Education: 1/30 point, but never more than a total for four (4) points in all, for each completed course hours required for a Degree program in Fire Science from a recognized institution of higher learning, calculated on or before the date of the exam.
- C. Points for Required Certifications: 2 points for completing all certifications required upon promotion to Captain as listed in Article 36.2, on or before the date of the examination.

A list showing total test scores in rank order shall be submitted to the Board of Trustees for their certification. The certified list shall become the official promotional list.

It is recognized that after the Chief conducts a formal interview of the top five (5) individuals on the official promotional list, the Fire Chief may promote from among the top five (5) candidates. A promotional list shall remain in effect for two (2) years from the date of certification by the Board of Trustees. If a vacancy occurs at the rank of Captain or

Lieutenant and the Employer desires to fill such vacancy, a promotion to fill said vacancy shall be within three (3) months after the occurrence of the vacancy, if there is a current effective promotional list; if there is no current-effective promotional list, the promotion shall be made within six (6) months. If the Employer is unable to make a promotion due to circumstances beyond its control, the parties may mutually agree to extend the aforesaid timelines. In order to be eligible to take any promotional examination, the employee must have at least five (5) years' service with the Employer, must have held the rank immediately below the rank to which the promotion is made for at least three (3) years, and must have completed at least one (1) of the certifications required upon promotion to the rank as listed in Article 36.2, on or before the date of the examination for that rank.

36.2 The following list of certifications shall be required upon promotion to the below ranks within the designated probationary period as defined in Article 16 or as soon as practicable thereafter:.

- Promotion to Lieutenant:
- A. State of Ohio Fire Instructor which meets or exceeds NFPA 1041
  - B. State of Ohio Certified Fire Safety Inspector which meets or exceeds NFPA 1031
  - C. Fire Officer I which meets or exceeds NFPA 1021.

- Promotion to Captain:
- A. Fire Officer II which meets or exceeds NFPA 1021.
  - B. Fire Department Incident Safety Officer which meets or exceeds NFPA 1521.

36.3 The Employer will reimburse employees who have completed their first year of employment for tuition expenses related to certification classes that are required by the employer for promotion in accordance with Article 36.

### **ARTICLE 37** **COURT DUTY**

37.1 Any employee who is required to serve on a jury in any court of record in Ohio or Michigan on a regularly scheduled workday shall be paid his regular rate of pay during such period. In order for an employee to receive pay under this Section, he must secure a certificate from the clerk of courts in which he served evidencing the fact of his jury service. All compensation received from the Court served shall be endorsed to Sylvania Township.

37.2 Employees who are released from jury duty during scheduled work time shall return to work.

37.3 An employee shall be entitled to receive such jury duty pay for one (1) period of jury duty service in each calendar year, but shall not receive more than five (5) days' jury duty pay in any calendar year.

37.4 Any employee who is subpoenaed to testify in any court of record as to any work related action he did or did not take during his regularly scheduled work hours shall be paid straight time at their customary rate of pay. If the employee testifies during his off-duty hours, the employee shall be paid one and one-half (1 ½) times his customary hourly rate for all hours testifying.

37.5 The Employer shall provide transportation or reimburse the employee at the rate established by the township trustees for all township employees for mileage or parking fees incurred for any court of record proceeding the employee is required to attend as a result of any work-related action he did or did not take during his regularly scheduled work hours. The employee shall submit to the Employer copies of parking fee receipts as proof of reimbursement.

### **ARTICLE 38** **PHYSICAL FITNESS**

38.1 The Employer agrees to implement an Employee Wellness & Fitness program based on the guidelines of the Joint Labor Management Wellness Fitness Initiative (JWFI). The Employer recognizes the value of Peer Fitness Trainers, a key component of the JWFI who are licensed by the American Council on Exercise (ACE). The Employer agrees to provide for the required maintenance of the Peer Fitness Trainer License through ACE or any other affiliate recognized by the JWFI for no less than three (3) Employees.

38.2 The Employer will make every effort to maintain in good working condition its current inventory of physical fitness equipment. The Employer at its discretion may choose to augment or upgrade the current inventory of physical fitness equipment. In connection with any such augmentation or upgrade, the Employer will solicit input from the designated Peer Fitness Trainers as outlined in Section 38.1.

38.3 Employees shall participate, at some designed level, in the Fire Departments on going Wellness and Fitness program. In an effort to maintain an effective program, the Employer agrees to establish a goal of one and one-half (1.5) hours of time per shift for platoon employees to participate in the Wellness & fitness program, day work employees will be provided similar opportunities to participate. It is understood that this program is goal oriented, and rehabilitative in nature. While participation is required, it is understood that the parties are seeking individual progress, not attempting to meet any specific set, or adopted standards.

38.4 Through the JWFI, universal forms: Physical Activity Readiness Questionnaire (PAR-Q), Standard Health History Form, and ACSM CAD Risk Factor Threshold) are utilized by Peer Fitness Trainers to determine if a Physicians Release is necessary prior to individual's program implementation. When necessary, a Peer Fitness Trainer will refer the employee to his personal physician for a release to participate in the program. A list of referred employees by the Peer fitness Trainer shall be provided to the Fire Chief. While an inherent component of this program is confidentiality, when the safety of an individual or group is at risk, it shall be the duty of the employee to immediately report the observations to a Peer Fitness Trainer who will perform an evaluation of the employee.

38.5 If the Employer determines that the provisions and requirements of this Article are no longer economically feasible both the Employee and Employer obligations and requirements shall be waived and shall not be subject to the grievance procedure.

**ARTICLE 39**  
**TUITION REIMBURSEMENT**

39.1 The Employer will reimburse full-time employees who have completed their probationary period for tuition expenses up to the average per credit hour fee of University of Toledo and Bowling Green State University (recalculated annually) at an accredited college or university for courses that are directly related to the employee's job duties or field or required as part of a degree, or certificate program related to the employee's field. Internet and similar distance learning courses are eligible. Portfolio's are excluded.

A "tuition reimbursement" form must be completed and submitted to the Fire Chief for prior approval. Upon approval, the student must attend seventy-five (75%) percent of the classes, (this attendance requirement shall not apply to internet and similar distance learning courses) and obtain a passing grade of "B" or above to be eligible for the reimbursement. Employees will be limited to a reimbursement of no more than \$4,000.00 per calendar year.

39.2 An employee who leaves employment with the Township within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the Employer in full for any such reimbursed tuition expenses, unless the employee is granted a disability retirement within that time.

39.3 The Employer will reimburse employees who have completed their first year of employment for tuition expenses related to certification classes that are required by the employer for promotion in accordance with Article 36.

**ARTICLE 40**  
**CONTINUING EDUCATION AND TRAINING**

40.1 Continuing education for Lieutenant/paramedics and firefighter/paramedics needed to maintain current certifications shall be done on duty or shall be compensated at one and one-half times their customary hourly (1 ½) rate if done off-duty.

40.2 The Employer will pay for courses required to be certified by Lucas County EMS within one (1) year or as soon thereafter as is practicable for all new hires.

40.3 The Employer will make every effort to arrange for other training on duty as manpower needs will allow.

40.4 All fire fighter/paramedics certified by Lucas County EMS shall be able to attend continuing medical education while on extended leaves (i.e., sick, injury or FMLA) in order to maintain the certifications mandated by Lucas County EMS. Employees shall not be compensated for time spent in such training beyond sick or injury leave pay, but shall receive credit for sick leave at one and one-half (1 1/2) the time spent in such training.

40.5 The Employer shall reimburse all employees engaged in specialized training classes (defined to exclude training needed to obtain necessary initial certifications as either a fire fighter or paramedic) including state mandated continuing education requirements and/or department required certifications such as Fire Inspector, EMS Instructor, Fire Instructor et. al. for the cost of the class, including meals and mileage expenses incurred by the employee in specialized training, unless meals or transportation are furnished . The Fire Chief or his designee shall have sole discretion to grant permission for specialized training based on the Department's need for such training.

40.6 When Employees are obligated to attend a scheduled continuing education session, and an unforeseen need arises, the employee may be permitted to reschedule the continuing education session subject to the following provisions:

- A. An alternate session is available.
- B. The change must be approved by the continuing education course coordinator.
- C. The Employee must have notified an on duty shift officer, who in turn will notify the Fire Chief or his designee at least one (1) hour prior to the originally scheduled continuing education session.

#### **ARTICLE 41** **BUILDING MAINTENANCE**

41.1 Employees shall continue to do all work necessary for routine building and grounds maintenance. Employees will not be required to do any construction-type work or any electrical wiring or any major remodeling or renovation of Fire Department structures. Employees may request permission to perform approved work and projects that will be of benefit to their working or living conditions within the station.

#### **ARTICLE 42** **OUTSIDE EMPLOYMENT**

42.1 Employees may volunteer or be part-paid members of fire departments or emergency medical service units except the Sylvania Township Fire Department, provided that such service may not hinder or impair his ability to be fully productive when on-duty with the Employer. Employees shall be required to report whether or not they are volunteer or part-paid members of another fire department or emergency medical services unit.

#### **ARTICLE 43** **OPEN ARTICLE**

**ARTICLE 44**  
**CARE OF EQUIPMENT**

44.1 An employee shall reimburse the Employer for the repair or replacement cost of lost, stolen or damaged turn-out gear issued by the Employer when the Employer demonstrates that the employee's careless and/or negligent act(s) resulted in the loss, theft or damage.

**ARTICLE 45**  
**MISCELLANEOUS PROVISIONS**

45.1 In the event of a merger or a new entity is created, directly affecting the members of the bargaining units, the Employer will provide a 90 day notice and will enter into discussions concerning the effects of such event.

**ARTICLE 46**  
**PLATOON SHIFT/STATION BIDDING**

46.1 Each calendar year employees shall be allowed to request a platoon shift and station assignment for the following calendar year. Requests for platoon shift and station assignments shall be submitted to the Fire Chief or his designee.

46.2 The Fire Chief or his designee shall determine the number of positions on each platoon and at each station subject to the provisions of this agreement. At a minimum there shall be designated at each station on each platoon one (1) designated officer at the rank of Lieutenant or above and one (1) firefighter /paramedic.

46.3 The parties agree to work cooperatively and the following shall serve as the format for the bid process:

- A. Employees at the rank of Lieutenant or above shall make their request of platoon and station in order of seniority in rank no later than October 21.
- B. Upon completion and publication by the Fire Chief or his designee of section A above, employees not classified above shall make their requests of platoon and station in order of department seniority no later than October 28.

It is understood that the Fire Chief or his designee has final determination of all platoon shift and station assignments. The Fire Chief or his designee shall publish platoon and station assignments for the following year no later than November 7.

The Fire Chief or his designee will attempt to accommodate employee's department seniority within the operational requirements of the Fire Department.

**ARTICLE 47**  
**STAFFING**

47.1 The Employer shall maintain a minimum of fifty-four (54) career full-time employees assigned to platoon work.

A. Effective no later than December 31, 2011 the Employer shall maintain a minimum of fifty-five (55) career full-time employees assigned to platoon work.

B. Effective no later than December 31, 2012 the Employer shall maintain a minimum of fifty-six (56) career full-time employees assigned to platoon work.

C. In the event the Employer determines it is in the best interest of the community to establish and operate an Advanced/Basic Life Support Transport unit the minimum number of career full-time employees assigned to platoon work shall be fifty-eight (58).

47.2 Of the employees on the roster assigned to platoon work, twelve (12) shall be at the rank of Lieutenant or Captain. There shall be a minimum of two (2) officers on duty at all times consisting of Lieutenants and/or Captains. The employer shall maintain one (1) officer at the rank Lieutenant or Captain assigned to training and safety to a regular workweek of forty (40) hours or as otherwise determined by the employer.

47.3 The Employer will routinely maintain a minimum of three (3) full time departmental personnel on each full-size Engine or full-size ladder truck consistent with current policy. Routinely, two (2) full time departmental personnel shall be on any Emergency Medical Transport Unit consistent with current policy. Upon notifying the Fire Chief or his designee that a full time department employee will not be capable of performing his duties in excess of two (2) scheduled work shifts for reasons including but not limited to sick leave, injury leave or approved FMLA, the employer shall be permitted to fill the vacancy created provided that no full-size Engine, full-size ladder truck or Emergency Medical Transport Unit is staffed with less than two (2) full time employees. Typically, employees will not be required to respond to an incident in emergency mode with less than two (2) personnel. There is no implied minimum number of apparatus or number of stations to be staffed. If there is a change in the type of apparatus utilized, staffing may be modified.

47.4 If economic conditions warrant, the Employer reserves the right to reduce the roster, but not without first meeting with the Bargaining Unit to discuss alternatives.

**ARTICLE 48**  
**EXTREME WEATHER**

48.1 Employees shall not typically be required to perform outside training during unsafe weather conditions.

**ARTICLE 49**  
**SAVINGS CLAUSE**

49.1 If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and it is the intent of the parties that any such provisions rendered invalid or inoperable shall be renegotiated in an attempt to provide validity, operability or acceptability to such provisions.

**ARTICLE 50**  
**ENTIRE AGREEMENT**

50.1 Neither the Employer nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practice of the Employer, or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

50.2 The Union and the Employer agrees that this Agreement is intended to cover all matters affecting wages, hours, and other terms, and all conditions of employment and similar or related subjects, and that during the term of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

**ARTICLE 51**  
**DURATION OF AGREEMENT**

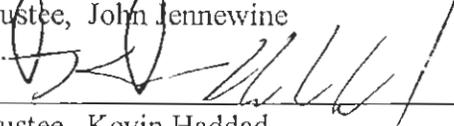
51.1 This Agreement shall be effective as of the date of execution and shall remain in full force and effect until December 31, 2013. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) calendar days prior to the anniversary date that it desires to modify the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this 28TH date of DECEMBER, 2010.

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Trustee, Carol Contrada

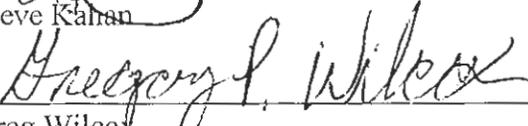
  
\_\_\_\_\_  
Trustee, John Jennewine

  
\_\_\_\_\_  
Trustee, Kevin Haddad

**FOR THE UNION:**

  
\_\_\_\_\_  
President, CNA Nye

  
\_\_\_\_\_  
Steve Kahan

  
\_\_\_\_\_  
Greg Wilcox

  
\_\_\_\_\_  
Aaron Frye

## APPENDIX A

### 50 HOUR WEEK PAY RATE

STEP	1/1/2011	
	BIWEEKLY	HOURLY
1	\$1,687.08	\$16.87
1P	\$1,720.74	\$17.21
2	\$1,752.36	\$17.52
2P	\$1,787.04	\$17.87
3	\$1,916.58	\$19.17
3P	\$1,955.34	\$19.55
4	\$2,183.82	\$21.84
4P	\$2,228.70	\$22.29
LT.	\$2,512.26	\$25.12
LT.P	\$2,561.22	\$25.61
CAPT.	\$2,699.94	\$27.00
CAPT.P	\$2,754.00	\$27.54

### 40 HOUR WEEK PAY RATE

STEP	BIWEEKLY	HOURLY
1	\$1,687.08	\$21.09
1P	\$1,720.74	\$21.51
2	\$1,752.36	\$21.91
2P	\$1,787.04	\$22.34
3	\$1,916.58	\$23.96
3P	\$1,955.34	\$24.44
4	\$2,183.82	\$27.30
4P	\$2,228.70	\$27.86
LT.	\$2,512.26	\$31.41
LT.P	\$2,561.22	\$32.02
CAPT.	\$2,699.94	\$33.75
CAPT.P	\$2,754.00	\$34.43
FPB	\$2,183.82	\$27.30

**Appendix B**

**CURRENT UNIFORM SPECIFICATIONS**

**Class A Uniform**

Black Dress footwear – plain toe polished or High Gloss

Black socks

Dress Uniform Trousers, Navy Blue

Flying Cross #38200

Dress Uniform Blouse, Navy Blue, Single Breasted

Flying Cross #38800

Dress Uniform belt, Black

#6607-1

Dress Uniform Shirt, White (L/S, S/S)

Elbeco L/S-#P877, S/S-#P867

Flying Cross #85R5400 S/S

Flying Cross #35W5400 L/S

(Insert Model Number)

Collar Brass

Badge

Smith & Warren

S164

Blackinton

B32

Hat Badge

Smith & Warren

F141

Blackinton

B495

Nameplate

#69-1

Tie

#45015

Dress Uniform Cap, Navy Blue, Round

Bayly

#972084

**Station Duty Uniform**

Black Safety Footwear meeting ANSI Z41 toe impact and compression specifications.

Black socks with low cut Safety footwear.

White athletic socks are acceptable with safety footwear where the white sock cannot be seen.

Uniform trousers, Navy Blue

Perfection, Matrix #1725

Uniform trousers, Navy Blue 6-pocket Cargo

Perfection, Matrix #1775

Uniform belt, Black

#6607-1

Safety belt, black, department approved

Polo, Navy Blue

Flying Cross #7600 S/S

Flying Cross #7620 L/S

Polo, White

Flying Cross #7601 S/S

Flying Cross #7621 L/S

Uniform Shirt, Navy Blue

Flying Cross #85R5456 S/S

Flying Cross #35W5456 L/S

Uniform Shirt, White

Flying Cross #85R5400 S/S

Flying Cross #35W5400 L/S

Sweatshirt, Navy Blue

Job-shirt

Mock-turtleneck, Navy Blue

Jacket, department approved

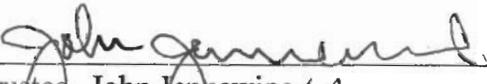
**LETTER OF AGREEMENT**

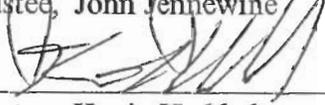
Local 2243 and the Employer reached tentative agreement on terms for their 1/1/11-12/31/13 collective bargaining agreement on December 21, 2010. As of that date the other bargaining units of the Employer had not reached agreement with the Employer. As a result, the parties agree to this "me-too" provision. The Employer shall provide Local 2243 with any greater economic benefit newly provided to other bargaining units of the Employer either through settlement or impasse proceedings, including factfinding and/or conciliation. The "me too" only applies in the event the wage settlement in any other bargaining unit is higher.

Agreed on this 28<sup>th</sup> day of December, 2010

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Trustee, Carol Contrada

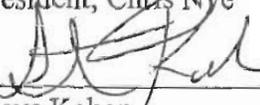
  
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Trustee, John Jennewine

  
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Trustee, Kevin Haddad

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**FOR THE UNION:**

  
\_\_\_\_\_  
President, Chris Nye

  
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Steve Kahan

  
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Greg Wilcox

  
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Aaron Frye