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STATE EMPLOYMENT  
RELATIONS BOARD

2012 SEP 12 P 12: 21

AGREEMENT  
BETWEEN  
PRAIRIE TOWNSHIP, FRANKLIN COUNTY, OHIO  
AND  
PRAIRIE TOWNSHIP IAFF LOCAL NO. 2985  
JULY 1, 2012 – JUNE 30, 2015

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>ARTICLE I - AGREEMENT</b>	<b>1</b>
Section 1. Agreement	1
Section 2. Purpose	1
Section 3. Legal References	1
<b>ARTICLE II - RECOGNITION</b>	<b>1</b>
Section 1. Recognition	1
Section 2. Bargaining Unit	1
<b>ARTICLE III - TERMS OF EMPLOYMENT</b>	<b>2</b>
Section 1. Qualifications for and Conditions of Employment	2
Section 2. Loss of Certifications and/or Licenses	2
Section 3. Temporary Loss of Licenses or Certifications	2
Section 4. Newly Hired Members	3
<b>ARTICLE IV - UNION SECURITY</b>	<b>3</b>
Section 1. Dues Deduction	3
Section 2. Union Bank Time	4
Section 3. Union Activity	4
Section 4. Union Roster	4
Section 5. Bargaining Unit Meetings	4
Section 6. Bulletin Board	5
<b>ARTICLE V - NON-DISCRIMINATION</b>	<b>5</b>
Section 1. Township Pledge	5
Section 2. Union Pledge	5
<b>ARTICLE VI - MANAGEMENT RIGHTS</b>	<b>5</b>
Section 1. Retention of Management Rights	5
Section 2. Work Rules	6

	<u>PAGE</u>
<b>ARTICLE VII - GRIEVANCE PROCEDURE</b>	<b>6</b>
Section 1. Definition of Grievance	6
Section 2. Qualifications	6
Section 3. Jurisdiction	6
Section 4. Executive Board	8
Section 5. Grievance Steps	8
<b>ARTICLE VIII - PROBATIONARY PERIODS</b>	<b>12</b>
Section 1. Probationary Period	12
Section 2. Promotional Probationary Period	12
Section 3. Optional Extension of Probationary Period	12
Section 4. Mandatory Extension of Probationary Period	12
Section 5. Benefits	13
<b>ARTICLE IX - TRADING TIME</b>	<b>13</b>
Section 1. Substitutions	13
<b>ARTICLE X - RATES OF PAY</b>	<b>14</b>
Section 1. Wages	14
Section 2. Step Advancement	14
Section 3. Application of Pay Rates	14
Section 4. Longevity Pay	14
<b>ARTICLE XI - PENSION PICK-UP</b>	<b>15</b>
Section 1. Pension Pick-Up	15
<b>ARTICLE XII - HOURS OF WORK AND OVERTIME</b>	<b>16</b>
Section 1. Definitions	16
Section 2. Overtime	16
Section 3. Special Duties	16
Section 4. Temporary Work Assignment	16
Section 5. Compensatory Time	17

	<u>PAGE</u>
<b>ARTICLE XIII – TUITION REIMBURSEMENT</b>	<b>17</b>
Section 1. Tuition Reimbursement	17
Section 2. Reimbursement Procedure	18
Section 3. Repayment of Tuition	19
<b>ARTICLE XIV - UNIFORMS</b>	<b>19</b>
Section 1. Provision of Uniforms	19
Section 2. Standard Issue	19
Section 3. Annual Shoe Allowance	20
Section 4. Inspections and Replacement of Uniform Parts	20
Section 5. Termination	20
<b>ARTICLE XV - HOLIDAYS</b>	<b>20</b>
Section 1. Holidays Recognized	20
Section 2. Accrual of Holiday Time	21
Section 3. Use of Holiday Time	21
Section 4. Payment for Unused Holiday Time	21
Section 5. Repayment of Holiday Time	21
<b>ARTICLE XVI - VACATION TIME</b>	<b>21</b>
Section 1. Accrual of Vacation Time	21
Section 2. Use of Vacation Time	21
Section 3. Scheduling of Vacation Time	21
Section 4. Denial and/or Cancellation of Leave	23
Section 5. Carryover of Vacation Time	23
Section 6. Payment for Unused Vacation time	24
<b>ARTICLE XVII - PERSONAL TIME OFF</b>	<b>24</b>
Section 1. Personal Time	24
Section 2. Use of Personal Time	24
<b>ARTICLE XVIII - SICK LEAVE</b>	<b>24</b>
Section 1. Amount of Sick Leave	24
Section 2. Use of Sick Leave	25
Section 3. Accumulation of Sick Leave	25
Section 4. Scheduling and Use of Sick Leave	25
Section 5. Payment for Unused Sick Leave	25
Section 6. Sick Leave Conversion	25

	<u>PAGE</u>
<b>ARTICLE XIX - INJURY LEAVE</b>	<b>26</b>
Section 1. Injury Leave with Pay	26
Section 2. Conditions	26
Section 3. Injury Leave Administration and Reporting	26
Section 4. Committee Review	28
Section 5. Accrual of Benefits	28
<b>ARTICLE XX - DISABILITY LEAVE</b>	<b>28</b>
Section 1. Amount of Disability Leave	28
Section 2. Accumulation of Disability Leave	29
Section 3. Use of Disability Leave	29
<b>ARTICLE XXI - ASSIGNMENT DURING SICK, DISABILITY OR INJURY LEAVE</b>	<b>29</b>
Section 1. Light Duty Assignment	29
Section 2. Work Hours	30
Section 3. No Conflict	30
<b>ARTICLE XXII - LEAVES OF ABSENCE</b>	<b>30</b>
Section 1. Funeral Attendance Leave	30
Section 2. Jury Duty Leave	30
Section 3. Military Leave	31
Section 4. Special Leave	31
<b>ARTICLE XXIII – HEALTH CARE COVERAGE</b>	<b>32</b>
Section 1. Insurance Coverage	32
Section 2. Insurance Costs	32
Section 3. Health Insurance Opt-Out	32
<b>ARTICLE XXIV - CORRECTIVE ACTION</b>	<b>33</b>
Section 1. Disciplinary Actions	33
Section 2. Progressive Discipline	33
Section 3. Alternative Disciplinary Procedure	33
Section 4. Summary Suspensions	34

	<u>PAGE</u>
<b>ARTICLE XXV - LAYOFF AND RECALL</b>	<b>36</b>
Section 1. Notification to Union	36
Section 2. Layoff Notice	36
Section 3. Layoff Order	36
Section 4. Recall List	36
Section 5. Notice of Recall	36
Section 6. Effect of Recall	36
Section 7. Seniority	37
<b>ARTICLE XXVI - LABOR RELATIONS MEETINGS</b>	<b>37</b>
Section 1. Labor Relations Meetings	37
Section 2. Labor Relations Committee	37
Section 3. Authority	37
<b>ARTICLE XXVII - SHARED LEAVE FUND</b>	<b>37</b>
Section 1. Establishment and Purpose	37
Section 2. Election to Contribute	38
Section 3. Use of Shared Leave	38
<b>ARTICLE XXVIII - PROMOTIONS</b>	<b>38</b>
Section 1. Promotions to Lieutenant/Paramedic or Captain/Paramedic	38
Section 2. Promotional Eligibility List	39
Section 3. Promotions	40
Section 4. Duration of Promotional Eligibility List	40
<b>ARTICLE XXIX – PHYSICAL FITNESS</b>	<b>41</b>
Section 1. Physical Fitness Program	41
Section 2. Occupational Health Program	41
Section 3. Fitness for Duty	42
<b>ARTICLE XXX – DRUG-FREE WORKPLACE</b>	<b>42</b>
Section 1. Policy	42
Section 2. Testing Procedures	43
Section 3. Test Results	44
Section 4. Counseling and Rehabilitation Program	44
Section 5. Confidentiality	44
Section 6. Costs	44
Section 7. Policy Modifications	44

	<u>PAGE</u>
ARTICLE XXXI - MISCELLANEOUS PROVISIONS	44
Section 1. Entire Agreement	44
Section 2. Leap Day	45
Section 3. Gender and Number	45
Section 4. Counterparts	45
Section 5. Term of Agreement	45
Section 6. Successor Negotiations	45
ARTICLE XXXII – DEFINITIONS	45
ATTACHMENT A - FIREFIGHTER/PARAMEDIC WAGES	49
ATTACHMENT B - HOLIDAY CREDIT	53
ATTACHMENT C - VACATION TIME HOURS	54
ATTACHMENT D - PERSONAL HOURS	55

## ARTICLE I

### AGREEMENT

**SECTION 1. AGREEMENT.** This is an Agreement entered into by and between the Township of Prairie, Franklin County, Ohio (the "Township") and the Prairie Township IAFF Local No. 2985 (the "Union").

**SECTION 2. PURPOSE.** This Agreement is made for the purposes of promoting cooperation and harmonious relations among the Township, the Union, and the bargaining unit members represented by the Union and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, and terms and conditions of the members' employment.

### **SECTION 3. LEGAL REFERENCES.**

- A. This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Ohio Revised Code Chapter 4117.
- B. Should any part of this Agreement be held invalid or temporarily restrained, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

## ARTICLE II

### RECOGNITION

**SECTION 1. RECOGNITION.** The Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters relating to wages, hours, and terms and conditions of employment.

**SECTION 2. BARGAINING UNIT.** The bargaining unit members (hereinafter sometimes referred to singularly as "Member" and collectively as "Members") shall include all sworn, regular, full-time Firefighters/Paramedics, Lieutenants/Paramedics, Fire Marshal and Captains/Paramedics holding permanent appointment in the Prairie Township Fire Department who are below the rank of Assistant Fire Chief, excluding the ranks of Assistant Fire Chief and Fire Chief. All positions, classifications, and ranks not specifically established herein as being included in the bargaining unit shall be excluded from the unit. In addition, management, confidential, fiduciary, part-time, temporary, casual, and seasonal employees shall be excluded from the bargaining unit. Members shall obtain and maintain such certifications and levels of training required in order to perform such duties and functions as may, from time to time, be assigned by the Fire Chief.

## ARTICLE III

### TERMS OF EMPLOYMENT

**SECTION 1. QUALIFICATIONS FOR AND CONDITIONS OF EMPLOYMENT.** The parties recognize and agree that Members are employed in the capacities of and are required to function as both fully trained and certified firefighters and paramedics. As a condition of continued employment with the Township, each Member shall obtain, possess and maintain the minimum qualifications as may, from time to time, be established for the Member's position by the Board of Trustees, which qualifications for all Members currently include, but are not limited to, the following:

- A. A current and valid State of Ohio certification as a fully trained and qualified full-time firefighter;
- B. A current and valid State of Ohio certification as a fully trained and qualified Emergency Medical Technician-Paramedic (i.e., "Paramedic");
- C. A current and valid Ohio driver's license;
- D. Maintain insurability under all Township automobile and/or liability insurance policy(ies); and
- E. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time firefighters and/or paramedics by federal or state law, rule or regulation.

Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a Member's Ohio driver's license and insurability, the Township reserves the right to examine the licensing status and driving record of a Member, and the Members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

**SECTION 2. LOSS OF CERTIFICATIONS AND/OR LICENSES.** Except as otherwise provide in Section 3, below, a Member who, for any reason whatsoever, fails to obtain or maintain the minimum qualifications for the Member's position as set forth in Section 1, above (i.e., current and valid Ohio driver's license, firefighter certification, paramedic certification and/or insurability under Township insurance), shall constitute a failure to maintain the minimum qualifications for the Member's position, and shall be grounds for and result in the immediate termination of the Member's employment with the Township.

**SECTION 3. TEMPORARY LOSS OF LICENSES OR CERTIFICATIONS.** The temporary loss of a required license or certification shall not constitute a failure to maintain minimum qualifications under this Article. For purposes of this Article, the temporary loss of a required license or certification shall be a loss of such license or certification for a period of sixty (60) days or less. A loss of a required license or certification for a period of more than sixty (60) days shall constitute a failure to maintain the minimum qualifications for the Member's position.

**SECTION 4. NEWLY HIRED MEMBERS.** It is generally expected that Members will, at the time of hiring, possess the minimum qualifications for the Member's position. The Board of Trustees does, however, reserve the right to hire persons who, at the time of hiring, do not yet possess a paramedic certification, but who are nevertheless expected and required to obtain such certification. In the event a Member does not, at the time of hiring, possess a paramedic certification, such Member shall obtain a paramedic certification within twenty-four (24) months from the Member's date of hire. If a paramedic certification is not obtained within one (1) year from the date of hire, such Member shall remain in probationary status and be subject to probationary termination under the provisions of Article VIII, Section 4, hereof. In addition, until such newly hired Member obtains a paramedic certification, the Member's annual salary set forth on Attachment A shall be reduced by five percent (5%). In other words, the Member would only receive ninety-five percent (95%) of the annual salary otherwise established for the Member.

## ARTICLE IV

### UNION SECURITY

#### **SECTION 1. DUES DEDUCTION.**

- A. The Township agrees to deduct Union membership dues in accordance with this Article for all Members in the bargaining unit.
- B. Pursuant to Ohio Revised Code Section 4117.09(B), the Township agrees to deduct Union membership dues, initiation fees, and/or assessments in the amount certified by the Union to the Township once each calendar month from the pay of any Member upon receipt of a written authorization for such deduction signed by the Member.
- C. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, initiation fees, and/or assessments. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- D. The Township shall be relieved from making such individual "check-off" deductions upon a Member's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization by the Member; or (6) resignation by the Member from the Union. Nothing in this Article shall prohibit a Member from submitting dues directly to the Union.
- E. The Township shall not be obligated to make dues deductions from any Member who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

- F. The parties agree that neither the Members nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township Clerk in writing within one (1) year after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- G. The rate at which dues, initiation fees and/or assessments are to be deducted shall be certified to the Township Clerk by the treasurer of the Union during January of each calendar year. One (1) month advance notice shall be given to the Township Clerk prior to making any changes in an individual's dues deductions.

**SECTION 2. UNION BANK TIME.** On January 1 the Township will credit, respectively, twenty-four (24) hours in odd calendar years and seventy-two (72) hours in even calendar years to a time bank for use as paid leave by the Union President or designee in processing grievances and attending seminars or conventions, where such function(s) is held during that individual's regular tour of duty. The use of any such time shall be scheduled in advance with and is subject to the approval of the Fire Chief. Furthermore, no more than one (1) person at a time will be permitted leave under this provision. The hours credited to this time bank are not cumulative from year to year and shall be used during the calendar year in which they are credited, and hours not so used shall be forfeited without compensation therefor.

**SECTION 3. UNION ACTIVITY.** The Union agrees that neither it, its representatives nor the Members shall conduct Union business during duty hours without the permission of either the employee's supervisor or the Fire Chief. For purposes of this Article, the term "duty hours" shall mean the time commencing from when a Member is required to report for work at the beginning of the shift until the time the Member is permitted to leave. The investigation and writing of grievances shall not be conducted during a Member's duty hours without the permission of the Member's immediate supervisor or the Fire Chief. The Union agrees that the Union, its representatives and its members shall not interfere, interrupt or disrupt the normal work duties of other employees. Unauthorized and/or disruptive Union activities shall immediately cease upon the request of the supervisor of the area where the Union activity is being conducted, or upon the request of either the Member's supervisor or the Fire Chief.

**SECTION 4. UNION ROSTER.** The Union shall provide to the Township an official roster of its officers which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate supervisor; and
- E. Union office held.

**SECTION 5. BARGAINING UNIT MEETINGS.** The Union may, upon prior notification to and with the approval of the Fire Chief or designee, be permitted to hold meetings for Members in the firehouse or at such other Township facility as the Fire Chief may designate, provided that Township operations are not interfered with or interrupted. No Member on duty may attend without the permission of the Member's supervisor or the Fire Chief. Any disruptive activity shall immediately cease upon the request of the Fire Chief or designee.

**SECTION 6. BULLETIN BOARD.** The Union will be permitted reasonable use of one bulletin board, as designated by the Fire Chief, at each of the Township Fire Stations. Bulletins and materials germane to the Union's function as exclusive representative of the bargaining unit are the only materials that may be posted. It is also understood that no material may be posted on the board which contains personal attacks upon any other Member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; or attacks on and/or favorable comments regarding a candidate for Township office. Furthermore, no Union related materials of any kind may be posted anywhere in the Township's facilities or on the Township's equipment, except on that part of the bulletin boards designated for the Union's use.

## ARTICLE V

### NON-DISCRIMINATION

**SECTION 1. TOWNSHIP PLEDGE.** The Township agrees not to interfere with the rights of bargaining unit members to become members of the Union, and the Township shall not discriminate, interfere with, restrain or coerce any Member because of Union membership or because of any legal member activity performed in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or is not in violation with law, rule or regulation.

**SECTION 2. UNION PLEDGE.** The Union recognizes its responsibility as bargaining agent and agrees to equally represent all members of the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with the rights of Members to refrain or resign from membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any Member exercising the right to abstain from membership in the Union or involvement in Union activities.

## ARTICLE VI

### MANAGEMENT RIGHTS

**SECTION 1. RETENTION OF MANAGEMENT RIGHTS.** The Township retains the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. The Township specifically retains the rights and responsibilities set forth in Section 4117.08(C) of the Ohio Revised Code to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. Suspend, discipline, demote, or discharge for just cause; or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Township as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent so limited.

**SECTION 2. WORK RULES.** The Union recognizes and agrees that the Township has the right and authority to promulgate, revise and/or enforce rules and regulations governing the operations of the Department and the conduct of Department personnel. While the Union may make recommendations to the Township with respect to such matters, it is, however, understood and agreed that the Township has the sole and exclusive right and authority to promulgate, revise and/or enforce all and any portions of any Department manuals including, but not limited to, the work rules, regulations, policies, procedures and directives, and any recommendations made by the Union shall be deemed advisory only, and not binding upon the Township. Work rules will be applied uniformly, taking into consideration the surrounding circumstances.

## ARTICLE VII

### GRIEVANCE PROCEDURE

**SECTION 1. DEFINITION OF GRIEVANCE.** A grievance is an allegation by a qualified person that there has been a breach of an express provision of this Agreement. However, a grievance shall not include the challenge of a removal, disciplinary reduction in pay and/or rank, or suspension.

**SECTION 2. QUALIFICATIONS.** A grievance may be initiated by an aggrieved Member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Member on behalf of such Member and group of Members who are affected by the same act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any Member without the Member's knowledge and consent. Subject to the provisions of Section 4, below, a Member has the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement.

### **SECTION 3. JURISDICTION.**

- A. This procedure shall be the sole and exclusive remedy for grievances.

- B. All grievances shall be processed at the proper sequential Step in order to be considered at any subsequent Step. Any grievance which is not processed by the grievant within the time limits or the manner provided shall be considered resolved in favor of management.
- C. A grievant may withdraw a grievance at any point by submitting a written statement to that effect, or by failing to pursue the grievance within the time requirements at any Step in the grievance process. It is the intention of the Township and Union that all time limits in the grievance process be met. To the end of encouraging thoughtful responses at each Step, the time limits at any Step may be extended upon mutual written agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limits specified, advance the grievance to the next sequential Step within the applicable time frame.
- D. Members wishing to process a grievance shall obtain the written approval of the Executive Board of Local 2985 (the "Executive Board") pursuant to Section 4, below, prior to filing and pursuing the grievance under the implementation Steps set forth in Section 5, hereof. Any grievance attempted to be processed without the written approval of the Executive Board shall be summarily dismissed and considered resolved in favor of management. A grievance summarily dismissed may not be refiled or otherwise pursued.
- E. All grievances shall be set forth in a signed writing and shall contain (or have attached thereto) the written approval of the Executive Board. The grievance shall set forth the following information:
1. A short and plain statement of the nature of the grievance;
  2. The facts giving rise to the grievance;
  3. The articles and sections of the Agreement allegedly violated;
  4. The relief being sought; and
  5. The date the grievance was approved by the Executive Board.
- F. Any grievance originating from a level above Step One may be submitted directly to the Step from which it originates.
- G. For the purpose of computing the response time at Step Two, Step Three, and Step Four the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article XV, Section 1, hereof. For all other Steps, the term "day" shall mean (and include) all calendar days. When an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.

- H. Once a Member or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, the Member and the Union are thereafter precluded from seeking a remedy under this procedure. Similarly, a Member or the Union electing to pursue a claim through this grievance procedure shall thereafter be precluded from pursuing such claim through a legal or administrative forum.
- I. At any step of this grievance procedure, the grievant may be represented by a representative of the Union.

**SECTION 4. EXECUTIVE BOARD.**

- A. The Executive Board shall serve as a grievance review committee to review potential grievances and to determine whether or not grievances are valid under this Agreement.
- B. Prior to pursuing a grievance under the implementation Steps set forth in Section 5, below, a grievant having an individual grievance shall first submit the grievance in writing to the Executive Board. This written grievance shall be submitted to the Executive Board within seven (7) calendar days after the event(s) giving rise to the grievance occurred. The Executive Board and the Unit Steward shall decide within four (4) calendar days of receipt of the written grievance if the grievance is a grievable item under this Article. If the Executive Board fails to timely respond to the grievant, in writing, of its approval or disapproval of the grievance within such four (4) calendar day period, the grievance shall be summarily dismissed and considered resolved in favor of management.
- C. If the grievant processes the proposed grievance using the implementation Steps set forth below without first filing a copy of the proposed grievance with the Executive Board and obtaining the Executive Board's written approval of the grievance, the grievance shall be summarily dismissed and considered resolved in favor of management.
- D. For purposes of this Section 4, the Union President or the President's designee shall be the person(s) authorized to accept such grievance filing on behalf of the Executive Board and to acknowledge, in writing, the Executive Board's approval or disapproval of a grievance.

**SECTION 5. GRIEVANCE STEPS.** The following are the implementation Steps and procedures for the handling of grievances:

- A. Step One. If the Executive Board determines the grievance is a grievable item under this Article, the grievant shall submit the grievance in writing (along with the Executive Board's written approval of the grievance) to his immediate unit supervisor (which will be either a Lieutenant/Paramedic or Captain/Paramedic) within the earlier of three (3) days after receipt of approval from the Executive Board or fourteen (14) days after the events giving rise to the grievance occurred. The supervisor shall sign and date the Form on the date of his receipt of it. Within three (3) days after receipt of the grievance, the supervisor shall affix

his written response to the grievance, date and sign his response, and return it to the grievant. The supervisor may retain a copy for his file.

B. Step Two.

1. Should the grievant not be satisfied with the answer in Step One, within six (6) days after receipt of the response in Step One, he may appeal the grievance to this Step Two by delivering a copy of the grievance, containing the written response at the prior Step and any other pertinent documents, to the Assistant Fire Chief.

2. Within five (5) days after receipt of the grievance the Assistant Fire Chief shall submit to the grievant his written response to the grievance. The Assistant Fire Chief may retain a copy for his file.

C. Step Three.

1. Should the grievant not be satisfied with the answer in Step Two, within six (6) days after receipt of the response in Step Two, he may appeal the grievance to this Step Three by delivering a copy of the grievance, along with the written responses at the prior Steps and any other pertinent documents, to the Fire Chief.

2. Within ten (10) days after receipt of the grievance, the Fire Chief shall submit to the grievant his written response to the grievance. The Fire Chief may retain a copy for his file.

D. Step Four.

1. Should the grievant not be satisfied with the answer at Step Three, within six (6) days after receipt of the response in Step Three, he may appeal the grievance to this Step Four by delivering a copy of the grievance, containing the written response at the prior Steps and any other pertinent documents, to the Township Administrator. (If this position does not exist or is vacant, the grievant shall proceed from Step Three to Step Five.)

2. Within fourteen (14) days after receipt of the grievance the Township Administrator shall submit to the grievant the Administrator's written response to the grievance. The Administrator may retain a copy for his file.

E. Step Five.

1. If the grievant is dissatisfied with the response at the previous Step, he may process the grievance to the Board of Trustees by delivering a copy of the grievance, the written responses at the prior Steps, and any other pertinent documents, to the Board of Trustees or its designee within six (6) days after receiving the Step Four reply.

2. The Board or its representative shall have thirty (30) days in which to schedule a meeting with the grievant, if the Board deems such a meeting necessary. Within twenty-one (21) days after the meeting, or if no meeting is held, within thirty (30) days after the Board's receipt of the grievance, the Board or its representative shall submit to the grievant a written response to the grievance.

3. Should the grievant not be satisfied with the Board's response to the grievance at Step Five, the grievant shall notify the Union President of the grievant's desire to proceed to conciliation. Should the Union determine to proceed to conciliation with the grievance, the Union President or designee shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within seven (7) calendar days following the date of the Board's written response. In the event the grievance is not referred to conciliation within the time limit prescribed, the grievance will be considered resolved based upon the Step Five reply.

F. Step Six.

1. Upon receipt of a request for conciliation, the Township and the Union (or their designees) shall, within twenty one (21) days following the Board's receipt of the request, meet for purposes of selecting a three (3) member Citizens' Conciliation Council ("CCC") in accordance with the procedures contained herein.

2. The CCC shall be composed of three (3) residents of the Township. The Board shall select one (1) member, the Union shall select one (1) member and the two (2) members so selected shall select the third (3rd) member who shall chair the CCC. No member of the CCC shall be related by blood or marriage to any bargaining unit member, Board of Trustees member or the Township Clerk, nor may any such member be a then current employee of the Township, or associated with the IAFF or any of its affiliates. In the event a CCC member fails to accept and/or complete his or her service as a member of the CCC, then the person initially appointing such member shall have the right to appoint a replacement.

3. The CCC shall conduct a fair and impartial hearing on the grievance, administer oaths and take evidence (both oral and written) from both parties. The CCC shall not be bound by any formal rules of evidence and may ask questions of any party or witness. The hearing shall be conducted at a time mutually convenient to the CCC members and the parties. The CCC may postpone and/or adjourn a hearing on its own initiative or at the request of a party. Unless otherwise agreed between the parties, the CCC shall hold the hearing at the Township general offices. Prior to and following the hearing, either party may submit to the CCC and the opposing party a written brief summarizing the unresolved issue(s), the party's rationale for its position and the requested remedy. It is the responsibility of each party to secure the attendance of its own witnesses at the hearing.

4. The CCC shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The CCC shall issue a decision within a reasonable time after the hearing. The decision shall be made by a majority vote. The decision shall be in writing and must be signed by a majority of the CCC panel. A copy of the signed decision shall be delivered to each party. The CCC may, if available, utilize clerical support through the offices of the Board of Trustees. The CCC shall cause the proceeding to be tape recorded. The hearing may be recorded by a court reporter, with this fee to be paid by the party requesting the same. Either party may separately tape record the proceeding. The CCC shall conduct the proceedings in private.

5. The CCC shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The CCC shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The CCC shall expressly confine the decision to the precise issues submitted for conciliation and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The CCC shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. The CCC shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the CCC shall limit any retroactive settlement to no earlier than fourteen (14) calendar days prior to the date the grievance was presented in writing by the grievant in Step One of the grievance procedure. The question of justiciability of a grievance may be raised by either party before or during the conciliation hearing of the grievance, on the grounds that the matter is nonjusticiable or beyond the CCC's jurisdiction. Accordingly, the first question to be placed before the CCC will be whether or not the alleged grievance is justiciable. If the CCC determines the grievance is within the purview of justiciability, the alleged grievance will be heard on its merits before the CCC and, if practicable, on the same day that the question of justiciability is finally decided by the CCC.

6. Unless otherwise agreed between the Township and Union, the CCC members shall be paid, as a form of reimbursement, the fee of \$75.00 per member per hearing. Payment of this fee shall be split equally between the parties. The expense of any nonemployee witness shall be borne, if at all, by the party calling the witness. The Township shall not be responsible for or incur any expense, whether overtime or otherwise, as a result of this Article.

7. The decision of the CCC shall be final and binding upon the Union, the Member and the Township.

## ARTICLE VIII

### PROBATIONARY PERIODS

**SECTION 1. PROBATIONARY PERIOD.** Upon appointment, each Member will be required to successfully complete a one (1) year probationary period. The probationary period will begin on the first day for which a Member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35, et seq., a probationary Member may be terminated at any time during this probationary period at will and without just cause and shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such termination in a court or any other tribunal or body.

**SECTION 2. PROMOTIONAL PROBATIONARY PERIOD.** A newly promoted Member shall be required to successfully complete a one (1) year promotional probationary period in the Member's newly appointed position. The probationary period for a newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member subject to a promotional probationary period may, at the sole and absolute discretion of the Board of Trustees, be returned to the Member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

**SECTION 3. OPTIONAL EXTENSION OF PROBATIONARY PERIOD.** The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a Member's probationary period beyond the term set forth in Sections 1 and/or 2 of this Article; provided, however, that all optional extensions shall only be done upon the written approval of the Union and the affected Member. In the event of such optional extension, the affected Member shall continue as a probationary Member for such time or times as agreed to by the parties, without interruption of Step progression. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause, and the affected Member shall have no recourse to the grievance procedure concerning probationary termination, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body. Likewise, during an optional extended promotional probationary period, the affected Member may be returned to the Member's former rank and salary if service at any point is unsatisfactory, as determined in the sole and absolute discretion of the Board. If so returned, the Member shall have no recourse to the grievance procedure, nor may the Member appeal or otherwise challenge such return in a court or any other tribunal or body.

**SECTION 4. MANDATORY EXTENSION OF PROBATIONARY PERIOD.** A Member's probationary period shall be automatically extended beyond the term set forth in Section 1, hereof, in those cases in which the probationary Member has not yet obtained the required paramedic certification. In the event of such automatic and mandatory extension, the affected Member shall remain as a probationary Member for a period of two (2) years from the Member's date of hire. During a mandatorily extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected Member may be terminated at any time at will and without just cause, and the affected Member shall have no recourse to the grievance procedure concerning the termination, nor may the Member appeal or otherwise challenge such termination in any court or other tribunal or body.

**SECTION 5. BENEFITS.** During a newly hired Member's probationary period, such Member shall not receive, be entitled to, or accrue any benefits or rights under this Agreement, except for those benefits specifically afforded to such person, which benefits are as follows:

- A. The applicable portion of the annual salary set forth on Attachment A while such person is in active service;
- B. The entitlement to sick leave credit as set forth in Article XVIII hereof;
- C. The entitlement to the applicable uniform distribution as set forth in Article XIV hereof;
- D. Entitlement to injury leave as set forth in Article XIX hereof;
- E. Entitlement to disability leave credit as set forth in Article XX hereof;
- F. Entitlement to those special leaves (i.e. funeral, jury duty, and military) as set forth in Article XXII hereof; and
- G. Entitlement to insurance coverage in accordance with Article XXIII hereof.

## **ARTICLE IX**

### **TRADING TIME**

**SECTION 1. SUBSTITUTIONS.** If a Member, with the prior approval of the Fire Chief or his designee, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member in the same capacity, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work. No Member shall be permitted to have another Member substitute for him once the Member has submitted a letter of resignation or has otherwise manifested his intention to leave Township employment. Substitutions shall be subject to the following additional criteria:

- A. There shall be no paid substitutions. In other words, substitutions, if approved, shall be limited to Members working in the place of other Members.
- B. Substitutions shall only occur between Members of equal rank. Notwithstanding the foregoing, substitutions may occur between any shift officer (i.e. between any Lieutenant/Paramedic and Captain/Paramedic), if approved by the Fire Chief or his designee. In addition, Members who are listed on the current Promotional Eligibility List as being eligible for promotion to the ranks of Lieutenant/Paramedic and Captain/Paramedic may substitute for any shift officer, with prior written approval of the Fire Chief or his designee.
- C. The trading of time is a privilege – not a right – and may be granted or disapproved at the sole and absolute discretion of the Fire Chief or his designee.

ARTICLE X

RATES OF PAY

**SECTION 1. WAGES.** The annual salary ranges which are attached hereto as Attachment A are hereby established as the entire pay plan for the period which commences on July 1, 2012 and continues through June 30, 2015 and are to be applied to the positions and effective on the dates set forth therein. It is specifically understood that Members are paid on the basis of an annual salary payable by dividing the salary by the number of biweekly pay periods occurring during the applicable year. Although there are normally 26 biweekly pay periods in a year, it is understood that in those years containing 27 biweekly pay periods, the annual salary will be divided by and payable over 27 pay periods.

**SECTION 2. STEP ADVANCEMENT.** Original appointment at the rank of Firefighter/Paramedic shall be made at the first Step. Advancement from the original appointment to the next succeeding Step shall be made after twelve (12) months of continuous active service. Advancement from the succeeding Step to the remaining Steps shall be by one (1) year intervals of continuous active service. Notwithstanding the foregoing, the Board of Trustees, in their sole and absolute discretion, may upon recommendation from the Fire Chief, make an original appointment at the rank of Firefighter/Paramedic at the second Step. When a Member advances to a higher Step, the increase in salary shall occur on his applicable anniversary date. When a Member is promoted to a higher rank, his pay rate shall be changed to the rate provided for that rank on the effective date of the Member's promotion.

**SECTION 3. APPLICATION OF PAY RATES.** The annual salary established in Section 1, above, is based upon a Member's permanent, full-time employment of either an average of 40 hours of actual work in a consecutive 168 hour period (meaning an average of 2,080 hours of work per year), or an average of 56 hours of actual work during a consecutive 168 hour period (meaning an average of 2,912 hours of work per year). The annual salary for the rank of Lieutenant/Paramedic represents a twelve percent (12%) differential between the top step Firefighter/Paramedic rank, and the annual salary for the rank of Captain/Paramedic represents a six percent (6%) differential between the Lieutenant/Paramedic rank.

**SECTION 4. LONGEVITY PAY.** A qualifying Member shall receive a longevity bonus based upon the Member's number of completed consecutive years of continuous active service with the Fire Department from a Member's most recent date of hire as a sworn, regular, full-time Firefighter/Paramedic, with the amount of such bonus being as follows:

<b><u>Completed Consecutive Years of Continuous Active Service</u></b>	<b><u>Annual Amount</u></b>
Three (3) years or more	\$300.00
Five (5) years or more	500.00
Seven (7) years or more	700.00
Ten (10) years or more	2% of Member's base annual salary

Payment of the longevity bonus will be made on the first pay period in December of each calendar year and shall be based upon the number of completed consecutive years of continuous active service as of December 1. There shall be no pro-rated payments under this provision.

## ARTICLE XI

### PENSION PICK-UP

**SECTION 1. PENSION PICK-UP.** The Township agrees to "pick-up" that portion of the Member contribution to the Police and Firefighters Disability and Pension Fund (the "Fund") subject to the following terms and conditions:

- A. Effective the pay period including September 1, 2012, the Township agrees to "pick-up" that portion of the Member contribution to the Fund which is equal to six percent (6%) of the Member's earned compensation, through the fringe benefit "pick-up" method, and the remainder, if any, of the Member contribution to the Fund shall be paid by the Member.
- B. Effective the pay period including July 1, 2013, the Township agrees to "pick-up" that portion of the Member contribution to the Fund which is equal to three percent (3%) of the Member's earned compensation, through the fringe benefit "pick-up" method, and the remainder, if any, of the Member contribution to the Fund shall be paid by the Member.
- C. Effective the pay period including July 1, 2014, the Township and the Union acknowledge and understand, that the Township will not be "picking-up" any portion of a Member's contribution to the Fund. Commencing on July 1, 2014, Members shall be responsible for paying the employee portion of a Member's contribution to the Fund as required by law.

The provisions of this proposed pension "pick-up" plan shall apply uniformly to all Members and no Member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The Township would, in reporting and making remittance to the Fund, report that each Member's contribution has been made as provided by statute.

The sums proposed to be paid hereunder by the Township on behalf of the member (i.e. 6% of the Member's earned compensation in 2012, and 3% of the Member's earned compensation in 2013) are not to be considered additional salary or wages and are not to be treated as increased compensation. For purposes of computing the Member's earnings or basis of the Member's contribution to the Fund, the amount paid by the Township on behalf of the Member as such Member's statutory obligation is intended to be and would be considered as having been paid by the Member in fulfillment, whether in whole or in part, as the case may be, of the Member's statutory obligation.

The parties further agree that a Member's salary for purposes of (1) determining the contribution base for contributions to the Fund and (2) determining any sick leave, severance, vacation, disability pay and/or any other benefits which are determined by reference to the Member's rate of pay shall consist of only the Member's cash salary as set forth in Article X, Section 1, of the Agreement, without regard to the amount of contribution to the Fund paid by the Township in lieu of payment by the Member pursuant to the provisions hereof.

It is acknowledged and understood that the Township has made no representations as to the effects of this pension pick-up on any Member's retirement benefits or level of taxable income.

## ARTICLE XII

### HOURS OF WORK AND OVERTIME

**SECTION 1. DEFINITIONS.** The Board may, from time to time, establish any of the following hours as being the regularly scheduled work hours for a Member: 40 hours during a period of 168 consecutive hours; or an average of 56 hours during a period of 168 consecutive hours. The Board will calculate all work periods in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder.

**SECTION 2. OVERTIME.** Except as otherwise provided in this Agreement, the amount and rate of overtime for Members shall be calculated in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder. For the purpose of calculating overtime compensation, such compensation shall be based upon hours actually worked while in paid status. Except as hereinafter modified, the term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Secretary of Labor. The term "paid status" shall include work hours as well as all hours in paid status while on the following approved paid leaves: holiday leave, vacation leave, sick leave, compensatory time-off, personal leave, injury leave, funeral leave, jury duty leave and military leave; provided, however, that in the event a Member is on an approved, paid leave for sixty (60) consecutive calendar (not duty) days, then overtime shall be based only upon hours actually worked; provided, further, that if a Member returns to duty after such sixty (60) day period, overtime shall continue to be based only upon hours actually worked until such Member has completed one (1) full work period, after which, overtime shall then be calculated upon hours actually worked while in paid status. In all cases, the regular hourly rate, by salary and hours, shall be as shown on Attachment A. In order to be eligible for overtime compensation in holdover situations, the Member shall be held over a period of time to exceed six (6) minutes, and overtime thereafter shall be paid in tenths of one (1) hour for each six (6) minute period of the hour. A formal roll call will be held each morning at each station at 0700 hours. No Member shall be paid for overtime work which has not been authorized by the Fire Chief or his designee. In addition, any hours actually worked because of schedules being changed at the request of a Member, trading days at the sole option and by mutual consent of Members and with the prior approval of the Fire Chief, or special duty, shall be excluded from the hours for which the Member is entitled to overtime compensation.

**SECTION 3. SPECIAL DUTIES.** Special duty is defined as employment by a separate and independent employer of a Member performing fire protection or other related activities under provisions whereby the Township: (a) requires the Members be hired by a separate and independent employer to perform such duties; (b) facilitates the employment of such Members by a separate and independent employer; or (c) otherwise affects the conditions of employment of such Members by a separate and independent employer. The Department will distribute special duty time to Members requesting the time as may, from time to time, be provided in the rules and regulations of the Department. If a Member, solely at the Member's option, agrees to be employed on special duty, the hours the Member is employed by the separate and independent employer in fire protection or related activity shall be excluded by the Township in the calculation of the hours for which the Member is entitled to overtime compensation.

**SECTION 4. TEMPORARY WORK ASSIGNMENT.** If a Member below the rank of Captain/Paramedic is specifically assigned and designated by the Fire Chief to perform the duties of either a Lieutenant/Paramedic or Captain/Paramedic for one (1) full hour, then the Member specifically assigned and designated by the Fire Chief to perform such duties shall be

paid the straight time wage rate of the Lieutenant/Paramedic's rank for all hours actually worked in the rank to which the Member was assigned beginning on such first (1<sup>st</sup>) full hour. Overtime, if any, shall be calculated at the wage rate of the Lieutenant/Paramedic's rank for all hours actually worked by a Member in a higher rank. Since Captains/Paramedics are responsible for exercising command of the Fire Department in the absence of the Assistant Fire Chief and Fire Chief, a Captain/Paramedic shall not be entitled to out of class pay or additional payment for temporary out of class work assignments. However, in the event of a long-term absence of the Assistant Fire Chief, a Captain/Paramedic may, in the sole and absolute discretion of the Fire Chief, be specifically assigned and designated by the Fire Chief as a temporary Assistant Fire Chief and transferred to a 40 hour assignment, in which event, the Captain/Paramedic will be paid the straight time wage rate of the Assistant Fire Chief's rank for all hours actually worked in this acting rank beginning at such time as the Fire Chief may determine. However, a Captain/Paramedic who is temporarily assigned and designated as the acting Assistant Fire Chief and transferred to a 40-hour assignment shall be ineligible for overtime compensation for any hours worked beyond his assigned 40 hour shift since the position of Assistant Fire Chief is exempt from overtime compensation.

**SECTION 5. COMPENSATORY TIME.** In lieu of payment for overtime worked, a member may elect to receive compensatory time off in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Department of Labor. Compensatory time will be credited at the rate of one and one-half (1.5) hours for each overtime hour worked. A member may not accumulate more than ninety-six (96) hours of compensatory time. Compensatory time accumulated but not yet credited to a member's compensatory time bank will not be usable until after the end of that pay period. Any member who accumulates more than ninety-six (96) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of ninety-six (96) hours. Compensatory time may be carried over into a following year, provided that the maximum accumulation shall not exceed ninety-six (96) hours. Compensatory time off may be taken at such time or times at the discretion of and as approved by the Fire Chief. Compensatory time may be requested to be taken in multiples of one (1) hour. A member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of separation.

## ARTICLE XIII

### TUITION REIMBURSEMENT

**SECTION 1. TUITION REIMBURSEMENT.** The Township will provide tuition reimbursement to Members subject to the terms and conditions contained in this Article. The Township will provide an annual Departmental wide maximum amount of \$10,800 in an educational bank for tuition reimbursement. Any unused funds shall not carryover from year to year. Members who have completed three (3) years of continuous active service shall be eligible for reimbursement from the educational bank for a percentage of the tuition cost, up to a maximum of \$1,800.00 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the Fire Chief and are job related. Job relatedness will be determined by the Fire Chief. Job related courses are considered to be courses that directly improve and enhance a Member's ability to complete his or her current job tasks as determined by the Fire Chief. All courses undertaken must be given by a recognized and accredited educational institution in Ohio approved in advance by the Fire Chief. The calendar year upon which the reimbursement is based is the date on which the pre-approved course begins (as opposed to the date the request

for reimbursement is submitted). In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

- A. Course Approval. All course work shall be approved in advance by the Fire Chief not later than thirty (30) days after receipt of the Member's written request for course approval. The Member's request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the sponsoring institution, the institution's grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the Member. Unless otherwise approved by the Fire Chief, the Member shall make such request at least thirty (30) days before the start of the course of study.
- B. Attendance. Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires a Member's presence on the job (i.e., mandatory classes, training, emergency, overtime or the like) shall take complete and final precedence over any times scheduled for courses.
- C. Financial Assistance. Financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the Member may otherwise be eligible for under this Article.
- D. Sponsoring Institution. No reimbursement shall be provided for correspondence courses, except for correspondence courses approved in advance by the Fire Chief. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the Member's request, both the course and the sponsoring institution shall be subject to the prior approval of the Fire Chief.
- E. Ineligible Fees. No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction.

**SECTION 2. REIMBURSEMENT PROCEDURE.** The percentage of the actual tuition cost to be reimbursed to the Member shall be based upon the following schedule:

<u>Course Grade*</u>	<u>Percentage of Tuition Cost to be Reimbursed*</u>
"A"	100%
"B"	90%
"C"	80%

\*Course grades shall be determined by reference to the institution's grading policy, provided that courses having no grading scale (such as Pass/Fail) for all students shall be considered to be a "B" upon passage. (Members may not request a special exception from a letter grading scale to a non-letter grading scale.)

\*The amount of reimbursement is also subject to all other limitations in this Article.

Reimbursement will be made within a reasonable period of time after the Member presents to the Fire Chief (a) an official transcript, certificate or grade report confirming successful completion of the course with a grade of "C" or better; (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill from the institution. A Member shall present this information within ninety (90) days after completing the pre-approved course.

Notwithstanding anything to the contrary contained in this Article, upon a Member's completion of 20 years of continuous active service, the amount of tuition reimbursement otherwise available to a Member shall be reduced by 10% for each additional full or partial year of active service after 20 years. (To illustrate, a Member hired on September 1, 1982 will have completed 20 years of continuous active service on August 31, 2002. If this Member completes an approved course of study and seeks tuition reimbursement anytime between September 1, 2002 and August 31, 2003, the amount to be reimbursed will be further reduced by 10%. This percentage is based upon 10% for each full or partial year of active service beyond 20 years. Accordingly, if this Member received a "B" for the course, the amount to be reimbursed would be 80% of the tuition cost.)

**SECTION 3. REPAYMENT OF TUITION.** If a Member retires, resigns, is discharged or otherwise separates from Township service for any reason whatsoever prior to the completion of five (5) years of continuous active service following the completion of any course work, the Member shall immediately repay the entire amount of the tuition reimbursement paid by the Township for courses taken and completed within the previous five (5) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the Member from any monies otherwise due the Member at the time of separation. If the Township requests, Members shall sign an authorization in favor of the Township reflecting this deduction.

## ARTICLE XIV

### UNIFORMS

**SECTION 1. PROVISION OF UNIFORMS.** The Township shall provide the required dress and fatigue uniforms, excepting shoes, at no cost to Members.

**SECTION 2. STANDARD ISSUE.** Unless otherwise determined by the Board of Trustees, the standard uniform issue for Members will currently consist of the following:

- 4 fatigue pants
- 4 fatigue shirts
- 4 golf shirts
- 4 fatigue T-shirts
- 1 fatigue coat
- 2 fatigue sweatshirts
- 1 belt
- 1 Class A (dress) uniform

All other items of personal clothing shall be at the Member's cost, with the style and type being subject to the approval of the Fire Chief. Also, the Township has the right to change the style, type and design of any and all required uniforms, provided that the Township bears the initial cost of such change.

**SECTION 3. ANNUAL SHOE ALLOWANCE.** Beginning January 1, 2012 and continuing thereafter, Members will be entitled to an annual shoe allowance in the amount of \$150.00 per calendar year for the purchase of required shoes. For purposes of payment of this allowance, the Township may designate vendors where Members can purchase, by use of a purchase order, required shoes. Alternatively or in addition, the Township may establish a reimbursement program to reimburse Members for required shoe purchases, up to the \$150.00 per calendar year limitation, upon receipt of the Member's paid invoice.

**SECTION 4. INSPECTIONS AND REPLACEMENT OF UNIFORM PARTS.** The required uniform parts will be replaced or repaired on an as needed basis. Members shall maintain required uniforms in good and acceptable condition. For these purposes, Members shall produce all required uniforms at such time or times as may be directed by the Fire Chief. Members shall also report to their immediate supervisor uniforms which are worn out or damaged in the line of duty. Replacement of required uniform parts will be on a trade-in basis. Uniforms shall not be worn off duty, and Members shall, at their own cost, replace those uniform parts which are damaged through their neglect.

**SECTION 5. TERMINATION.** Upon termination, Members shall return to the Department all turn out gear and equipment in good condition, less ordinary wear and tear.

## ARTICLE XV

### HOLIDAYS

**SECTION 1. HOLIDAYS RECOGNIZED.** A Member having six months full-time continuous active service prior to the month in which a holiday occurs shall be entitled to the number of hours specified in Attachment B as holiday credit for each of the following legal holidays which shall occur at the following times:

- A. the first day of January, known as New Year's Day;
- B. the third Monday in January, known as Martin Luther King Day;
- C. the third Monday in February, known as Washington-Lincoln Day;
- D. the day designated in the "Act of September 18, 1975", 89 Stat. 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;
- E. the fourth day of July, known as Independence Day;
- F. the first Monday in September, known as Labor Day;
- G. the second Monday in October, known as Columbus Day;
- H. the eleventh day of November, known as Veterans Day;
- I. the fourth Thursday in November, known as Thanksgiving Day; and
- J. the twenty-fifth day of December, known as Christmas Day;

or, if any of the holiday dates are changed or additional holidays added under Ohio Revised Code 511.10, or any future statute of like tenor and effect, then the dates so changed or added.

**SECTION 2. ACCRUAL OF HOLIDAY TIME.** A Member qualifying for holiday time on January 1st shall be credited with the applicable number of holiday credit hours for the holidays listed in Section 1, which time shall accrue on a calendar year basis and be credited on each January 1st. Notwithstanding the foregoing, a Member who first qualifies for holiday time other than on a January 1st shall only be credited for those holidays remaining in that calendar year during which such Member first qualifies for holiday time, with this time to be credited on the first day following the day on which the Member qualifies for holiday time.

**SECTION 3. USE OF HOLIDAY TIME.** The proposed use of holiday time shall be scheduled in advance with and is subject to the prior approval of the Fire Chief or his designee. When holiday time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work. In addition, holiday time shall be scheduled in the same manner provided in Article XVI, Section 3 (and subject to Section 4), for the scheduling of vacation time. Holiday time use may be approved in multiples of one (1) hour.

**SECTION 4. PAYMENT FOR UNUSED HOLIDAY TIME.** Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited. Holiday time not used during the calendar year in which it is credited shall be paid to the Member within one month following the close of each such calendar year. Payment for unused holiday time will be based upon the Member's regular hourly rate as of the close of each such calendar year.

**SECTION 5. REPAYMENT OF HOLIDAY TIME.** If a Member is credited with holiday time and subsequently leaves the employ of the Township, then all holiday time representing those hours for holidays occurring after such break in service shall be forfeited without compensation or payment therefor. In the event the Member has used all or any portion of such time prior to his break in service, then the time so used shall be deducted from any other monies owed the Member, and each Member hereby authorizes this deduction and shall, upon request of the Township, sign a proper authorization in favor of the Township reflecting this authorization.

## ARTICLE XVI

### VACATION TIME

**SECTION 1. ACCRUAL OF VACATION TIME.** Upon a Member's first anniversary date, such Member shall be credited with the applicable number of vacation time hours listed on Attachment C, and commencing on the next following January 1st, vacation time shall accrue on a calendar year basis and be credited on each January 1st in accordance with the aforesaid Attachment C.

**SECTION 2. USE OF VACATION TIME.** Vacation time shall be taken at such time or times at the discretion of and as may be approved by the Fire Chief or designee. When vacation time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work. Vacation time may, if approved, be taken in multiples of one (1) hour.

**SECTION 3. SCHEDULING OF VACATION TIME.** A Member may take vacation time subject to the following rules:

- A. Vacation preferences shall be scheduled with and are subject to the approval of the Fire Chief, and shall be submitted not later than March 1st of each calendar year, with scheduling preference being given to those Members having the greater number of years of continuous active service with the Township;
- B. Scheduled vacation preferences may be changed, provided, that such change does not result in changing, altering, or otherwise affecting the previously scheduled vacation preference of any other Member;
- C. A Member who fails to schedule his vacation preference on or before March 1st of each calendar year may, subject to the approval of the Fire Chief, schedule his vacation after such time. However, such scheduling shall not result in any change, alteration, or otherwise affect the previously scheduled vacation preference of any other Member;
- D. For purposes of scheduling vacation (as well as holiday and/or personal) time and regardless of the number of Fire Stations, unless otherwise directed by the Fire Chief, the Fire Chief may permit a Department-wide total of three (3) Members (only one of whom may, absent a trade approved by the Fire Chief, be an officer, i.e. a Lieutenant/Paramedic or Captain/Paramedic) to be off on vacation, holiday and/or personal time at any one time during a shift, provided the following conditions are met:
  - 1. The Member who seeks time off and is to be the "third" Member off on that particular day is charged with the responsibility to locate and notify the Fire Chief who his or her replacement is for that particular shift, with all replacements to be subject to the approval or disapproval of the officer of the particular shift. In the absence of an officer and in those instances where an officer is the "third" Member requesting to be off, the proposed replacement shall be subject to the approval or disapproval of the Assistant Fire Chief and/or Fire Chief;
  - 2. The time off sheet shall be noted with the name of the person(s) who will be filling that vacancy, and the date(s) and time(s) when such person has agreed to work that particular shift;
  - 3. In the event that the "replacement" does not come to work on his or her assigned shift, the officer on duty may attempt to find another "replacement". The "replacement's" absence shall be forwarded to the Fire Chief for his disposition, including, without limitation, the discipline of the replacement. However, if the "replacement" provides at least thirty (30) days advance notice to the Member prior to the start of the Member's scheduled time off that he or she will be unable to fill in for a particular time, then, unless otherwise directed by the Fire Chief, the Member will be responsible for finding another replacement;

4. Unless otherwise approved by the Fire Chief, replacements shall come from the volunteer and/or part-time firefighter ranks;

5. Vacation time may, subject to the approval of the Fire Chief, be scheduled in multiples of one (1) hour. However, in determining the number of Members who may be off at any one time, all amounts of time off (i.e. vacation, holiday and/or personal time) will be counted in determining the number of personnel who may be off during a shift. For purposes of scheduling and routine call back, a Member scheduled to be off on vacation for a full shift shall be deemed to be on vacation beginning on the two (2) non-duty days occurring immediately prior to the Member's first duty day taken as vacation and continuing until the Member's next scheduled day of return to duty. (Example: Member requests one day vacation on June 28<sup>th</sup> (which is the Member's regularly scheduled duty day). The Member will be considered to be on vacation on June 26, 27, 28, 29 and 30 for purposes of scheduling and routine call back.) Further, if a Member is off for only part of a shift, this absence may be counted as a whole shift when determining the number of Members who may be off during a shift;

6. The parties acknowledge that the Township has the right to determine the manpower necessary to maintain an adequate level of service. The Union, on the other hand, seeks to afford Members the right to enjoy previously negotiated benefits. The parties agree that utilization of the within procedures will afford Members the ability to enjoy previously negotiated benefits while, at the same time, providing an adequate and safe level of service; and

7. The Township agrees that in the event all of the above conditions are met, and the "replacement" does not show up for his or her assigned and previously agreed tour of duty, the Township shall not hold the scheduled off Member responsible, and therefore not held in violation of any Township rules with regard to the above stipulations.

**SECTION 4. DENIAL AND/OR CANCELLATION OF LEAVE.** Notwithstanding anything to the contrary contained herein or elsewhere, in emergency types of situations and those involving unforeseen and/or substantially changed circumstances, the Fire Chief shall have the authority to modify the number of personnel that may be off at any one time, while said situation and/or circumstance exists. Those Members who have had their vacation denied and/or canceled by the Fire Chief as a result of such situation or circumstance will have the ability to carry over the same number of days denied and/or canceled by the Fire Chief into the next following calendar year.

**SECTION 5. CARRYOVER OF VACATION TIME.** Except as otherwise specifically provided herein, vacation time is not cumulative from year to year and shall be used during the calendar year in which it is credited, and vacation time not so used shall be forfeited without compensation or payment therefor. Notwithstanding the foregoing:

- A. A Member hired on a date other than January 1st of any given calendar year may carry over to the calendar year next following his first anniversary date the

vacation time credited on such Member's first anniversary date; provided, however, that any vacation time so carried over shall be scheduled and used during such calendar year in the manner hereinbefore stated, except that such Member may use vacation time for part of a work day if necessary to avoid forfeiting accrued vacation time at the close of that calendar year; and

- B. Upon written request to the Fire Chief and approval by the Board, vacation time credited during a calendar year may be carried over to the next following calendar year, provided that any vacation so carried over is scheduled and used consecutively with the vacation time credited during that next following calendar year. In order to be eligible for consideration, Members shall file their written requests for vacation carryover to the next following calendar year with the Fire Chief no later than December 1 of the current calendar year.

**SECTION 6. PAYMENT FOR UNUSED VACATION TIME.** Upon a break in service, payment for the unused vacation time credited to a Member for the calendar year in which the break occurs shall be made to such Member, with payment being based upon the Member's regular hourly rate at the time of the break in service.

## ARTICLE XVII

### PERSONAL TIME OFF

**SECTION 1. PERSONAL TIME.** Upon completion of five (5) years of continuous active service with the Prairie Township Fire Department, a Member shall be entitled to the applicable number of hours specified in Attachment D as personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1st.

**SECTION 2. USE OF PERSONAL TIME.** Personal time off shall be scheduled in advance with the approval of the Fire Chief in the same manner provided in Article XVI, Section 3 (and subject to Section 4), for the scheduling of vacation time. Personal time is not cumulative from year to year and shall be taken during the calendar year in which it is credited, and personal time not so taken shall be forfeited without payment or compensation therefor.

## ARTICLE XVIII

### SICK LEAVE

**SECTION 1. AMOUNT OF SICK LEAVE.** Except as otherwise hereinafter provided, a Member shall be entitled to sick leave of six and one-half (6.5) hours with pay for each biweekly pay period in which the Member is in active service with the Township. Notwithstanding the foregoing, if a Member is absent for sixty (60) consecutive calendar (not duty) days as a result of the use of sick leave (or as a result of a combination of sick leave and any other form of approved, paid leave), then the following shall occur:

- A. Holidays occurring during such time shall be deducted from the Member's holiday credit without pay or compensation therefor and, in the event of any deficiency, the Board may, at its option, deduct such holiday time from unused vacation time and/or sick leave; and
- B. The Member shall not be entitled to any funeral attendance leave.

if, after such sixty (60) day period, the Member returns to work, then such Member shall thereafter be entitled to the foregoing benefits upon such return only after such Member has actually worked a full and complete work period.

**SECTION 2. USE OF SICK LEAVE.** Sick leave may only be used for absence due to personal illness, pregnancy of the Member or a Member's spouse, injury, exposure to serious contagious disease which could be communicated to other Members, and to illness, injury, or death in the Member's immediate family. Upon approval of the Fire Chief, sick leave may also be used for funeral attendance in accordance with the provisions of Article XXII, Section 1. When sick leave is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work.

**SECTION 3. ACCUMULATION OF SICK LEAVE.** Sick leave may be accumulated and carried over from year to year without limitation. The previously accumulated sick leave of a Member who has a break in service shall be placed to the credit of such Member upon reemployment with the Township on a full-time basis, at his previous position, provided that such reemployment takes place within five years of the date on which the break in service occurred.

**SECTION 4. SCHEDULING AND USE OF SICK LEAVE.** The scheduling and use of sick leave shall be subject to the following rules and conditions:

- A. The Member shall notify the Fire Chief or the officer in charge as soon as reasonably possible of the taking of sick leave and the circumstances under which it is being used, which notification shall occur no later than 6:30 A.M. of the first day taken as sick leave.
- B. The Fire Chief or Board may, from time to time, require a Member to furnish a satisfactory written, signed statement to justify a request for and/or use of sick leave. If medical attention is required, the Fire Chief or Board may also require the Member to furnish a certificate signed by a licensed physician stating the nature of the illness or injury. Furthermore, the Board, in its sole and absolute discretion, reserves the right to require one or more medical examinations (which, if required, shall be paid for by the Township) of any Member whose illness and/or injury is used as a basis for a sick leave request. In the case of each such examination, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. The failure to authorize such release shall be grounds for denial of sick leave. In the event any such examination(s) does not support the request and/or use of sick leave, then the Board may, in its sole and absolute discretion, deny and/or cancel the request and/or use of sick leave.

**SECTION 5. PAYMENT FOR UNUSED SICK LEAVE.** Upon a break in service, other than retirement, a Member shall not be entitled to receive payment for any unused sick leave, which leave shall be forfeited without payment or compensation therefor unless such member is reemployed with the Township and qualifies for reinstatement of sick leave pursuant to Section 3. above. Upon retirement from active service with the Township, the Member's accrued but unused sick leave will be paid to the Member under the following schedule:

- A. A Member will be paid for one-fourth of the Member's accrued but unused sick leave, up to a maximum payment of 750 hours. (In order to reach this maximum

of 750 hours, a Member must have at least 3,000 accrued but unused hours of sick leave at the time of retirement.) Payment for the first 600 hours will be based upon an hourly rate arrived at by dividing 2,080 into the Member's base annual salary at the date of retirement and multiplying this hourly rate times the applicable number of hours (up to 600 hours). Payment for any remaining hours (up to 150 hours) will be based upon an hourly rate arrived at by dividing 2,912 into the Member's base annual salary for 56 hour Members and 2080 for 40 hour Members at the date of retirement.

**SECTION 6. SICK LEAVE CONVERSION.** In January of each calendar year, a "qualifying" Member may, at the Member's option, elect to convert for payment up to one-fourth of the Member's unused sick leave which was accrued in the prior calendar year. A Member electing such conversion shall submit a written request in January to the Board of Trustees or its designee specifying the number of unused sick leave hours accrued in the prior calendar year to be converted. Requests for conversion received other than in January will be disregarded. All payments for converted sick leave hours will be based upon a 56 hour hourly rate at the Member's annual salary as of December 31 of the previous calendar year. A "qualifying" Member is defined as a Member who: (1) has at least five (5) years of continuous active service; (2) maintains a minimum balance of at least 600 sick leave hours throughout the prior calendar year for which the conversion request is made; and (3) is actively participating in the Township's Physical Fitness Program as determined by the Fire Chief, in his sole discretion.

## ARTICLE XIX

### INJURY LEAVE

**SECTION 1. INJURY LEAVE WITH PAY.** A Member shall be granted injury leave with pay not to exceed six (6) months (meaning, for those Members working an average fifty-six (56) hour work week, a maximum amount of 1,456 hours of regularly scheduled work or, in the case of those Members working an average forty (40) hour work week, a maximum amount of 1,040 hours of regularly scheduled work) for each service connected injury, provided that such injury is reported to the Member's immediate supervisor not more than seventy-two (72) hours from the time such injury occurs. Injury leave will be charged at the rate of one (1) hour for each work hour absent.

**SECTION 2. CONDITIONS.** The term "service connected injuries" is defined as injuries incurred by the actual performance of duties in the performance of a Member's employment with the Township under such circumstances as would cause such injury to be compensable under the Workers' Compensation Law of the State of Ohio. Injuries occurring other than in a Member's scheduled and paid working hours shall be presumed to be non-service connected. If there is a reoccurrence of a previous service connected injury, the Member may be granted injury leave with pay not to exceed the balance of the applicable number of work hours stated above, provided that such reoccurrence is reported to the Member's immediate supervisor not more than seventy-two (72) hours after the time such reoccurrence occurs. Injury leave may only be granted and/or continued upon the approval of the Board of Trustees and such leave shall not be cumulative.

### **SECTION 3. INJURY LEAVE ADMINISTRATION AND REPORTING.**

- A. A report of the cause of all service connected injuries signed by the immediate supervisor and the Fire Chief shall be submitted to the Board as soon as

practicable following the date the injury is reported by the Member. The Board may approve or reject the application, and in doing so, may require the Member to be examined by a physician of the Board's selection. Before any Member who has made application for benefits under this Article is entitled to receive any such benefits, he shall first make application for Workers' Compensation benefits or insurance proceeds from any compensation fund or insurance company to which the Township contributes. Pending a decision by the Board, an injured Member may be carried on sick leave and/or vacation leave, which leave shall be restored to the Member's credit upon certification by the Board that injury leave has been approved.

- B. No Member shall be granted injury leave with pay unless authorized by the Board. The Board may, from time to time and in its sole and absolute discretion, require the Member to submit supporting documentation from the Member's attending physician and/or to be examined by a physician appointed and paid for by the Township, in which case, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. The failure to authorize such release shall be grounds for denial of injury leave. If, at any time, in the judgment of the Trustees, the Board, with justification, believes that the injury is such that the Member is capable of performing his regular duties or restricted duties during the period of convalescence, the Board shall so notify the member in writing and deny and/or cancel the injury leave with pay. It is recognized and agreed that the Board shall have the right to deny and/or cancel leave even though the Bureau of Workers' Compensation and/or any other firm, individual or agency may approve the Member's claim.
- C. As a condition precedent to the granting of injury leave, a Member shall immediately make appropriate filings for reimbursement from the Workers' Compensation program, or from any other compensation fund or insurance company to which the Township contributes, for any service connected injuries. If directed by the Township, such filing(s) shall include requests for any available compensatory program designated to compensate workers for lost wages. Thereafter, the Member shall endorse over to the Township any benefits received therefrom which extend over the same time period for which the Member was paid injury leave. In furtherance of these provisions and in compliance with the rules and regulations of the Ohio Bureau of Workers' Compensation, a Member shall execute a written agreement reflecting the provisions of this section. Notwithstanding anything to the contrary contained in this Subsection C, Members are not required to endorse over to the Township any benefits which may be received under the terms of the insurance policy currently carried by the Township with Volunteer Firemen's Insurance Services, Inc.; provided, however, that the Township is under no obligation to carry such policy and may, at its option, amend and/or terminate said policy at any time.
- D. In the event a service connected injury is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the Member shall be charged with all time lost from work against his accumulated sick leave time or, secondarily, against any other forms of accrued paid leave time. If the Member does not have accumulated sick leave and/or any other form of accrued paid leave to cover all or any part of the time off, to and including the date the claim is

disallowed, then any monies paid to such Member by the Township as injury leave under this Article shall be repaid by the Member to the Township.

**SECTION 4. COMMITTEE REVIEW.** In addition to the foregoing, the Board may, from time to time and at its option, convene a committee to review a request for and/or the continuation of injury leave. If such a committee is convened, the committee shall consist of three (3) individuals (none of whom may be the injured party) selected as follows: the Union shall select two members from the bargaining unit and the Board shall select one member, which member shall be either the Fire Chief or the Assistant Fire Chief. Furthermore, the Union and the Board shall each select one alternate member who shall serve on the committee in the event an original selection becomes unable to so serve. The two alternates so selected shall meet the qualifications for original selections. Unless otherwise directed by the Board, the individuals so selected shall only serve on the case(s) specifically referred to it by the Board. The purpose of the committee shall be to recommend the granting and/or continuation of injury leave following the terms of this Article XIX. The committee shall have the right to require the injured Member to submit such information to it as it deems necessary in order to make its recommendation. In addition, if, as a result of the injury, the Member is examined by a physician, the Member shall authorize release to the committee of the results of each such examination and all records arising therefrom. In all cases, the committee shall review all relevant factors in determining whether or not to recommend the granting, denial, continuance and/or discontinuance of injury leave, provided that such recommendation shall be made in accordance with the provisions of this Article. Upon completion of its review of the particular case, the committee shall forward its recommendation in writing to the Board for its review. All such recommendations shall be deemed advisory, and not mandatory, upon the Board and the Board may, in making any decision required or permitted under this Article, require such other material, certificates, examinations, statements, and/or other information as the Board deems necessary in reaching its decision.

**SECTION 5. ACCRUAL OF BENEFITS.** A Member who is granted injury leave under the terms of this Article shall not accrue or be entitled to any of the following benefits while on injury leave:

- A. Holidays occurring while on injury leave shall be deducted from the Member's holiday credit without pay or compensation therefor and, in the event of any deficiency, the Board may, at its option, deduct such holiday time from unused vacation time and/or sick leave;
- B. A Member shall not be entitled to funeral attendance leave while on injury leave.

Once the Member returns to regular duty, then such Member shall thereafter be entitled to the foregoing benefits upon such return only after such Member has actually worked a full and complete work period.

## ARTICLE XX

### DISABILITY LEAVE

**SECTION 1. AMOUNT OF DISABILITY LEAVE.** Except as otherwise hereinafter provided for newly hired Members, on January 1 of a calendar year, Members shall be credited with disability leave, depending upon work schedules, as follows:

<u>Average Work Week</u>	<u>Hours Credited on January 1</u>
Members working an average 56 hour work week	72 hours
Members working an average 40 hour work week	16 hours

Notwithstanding the foregoing, a Member hired during the first six (6) months of a calendar year shall be credited with the total number of disability leave hours credited for that year under the foregoing schedule, while a Member hired during the last six (6) months of a calendar year shall only be credited with one-half (1/2) of the applicable number of disability leave hours otherwise provided for in that calendar year.

**SECTION 2. ACCUMULATION OF DISABILITY LEAVE.** Disability leave may be accumulated and carried over from year to year; provided, however, that disability leave may only be accumulated up to a maximum amount of five hundred (500) hours. However, upon a break in service, including, but not limited to, retirement, accumulated but unused disability leave shall be forfeited without payment or compensation therefor.

**SECTION 3. USE OF DISABILITY LEAVE.** Disability leave may only be used for absence due to non-work related personal illness or injury of the Member, provided that immediately prior to the Member's proposed use of disability leave, the Member has been on paid sick leave for two (2) full consecutive duty days in the case of those Members working an average fifty-six (56) hour or forty (40) hour work week. Prior to a Member's use of disability leave, the Member shall furnish a physician's certificate verifying the Member's illness or injury. Furthermore, the Board, in its sole and absolute discretion, reserves the right to require one or more medical examinations (which, if required, shall be paid for by the Township) of a Member whose illness and/or injury is used as a basis for a disability leave request. In the case of each such examination, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. Failure to authorize such release shall be grounds for denial of disability leave. If, at any time, in the judgment of the Trustees, the Board, with justification, believes that the illness or injury is such that the Member is capable of performing regular or restricted duties during the period of convalescence, the Board will notify the Member in writing and deny and/or cancel the request and/or use of disability leave.

## ARTICLE XXI

### ASSIGNMENT DURING SICK, DISABILITY OR INJURY LEAVE

**SECTION 1. LIGHT DUTY ASSIGNMENT.** Members who are unable, by virtue of injury or illness, whether or not job related, to perform their regularly assigned duties, may, with the written approval of the Member's personal physician, request assignment to a temporary light duty position. This request shall be submitted to the Fire Chief and shall be accompanied by a doctor's statement authorizing the activity. It is not compulsory, nor is it an obligation on the part of the Township, to grant requests for temporary light duty assignments. Accordingly, the Fire Chief, in the Fire Chief's sole and absolute discretion, has the right to grant or disallow the placement of Members on these temporary assignments. Furthermore, the Fire Chief may, from time to time, require a Member to be examined by a physician appointed and paid for by the Township prior to the grant of a temporary light duty assignment request.

**SECTION 2. WORK HOURS.** If a Member's request for a light duty assignment is granted, the Fire Chief may, in the Fire Chief's sole and absolute discretion, adjust the Member's work hours during the light duty assignment such that the work hours average a forty (40), or fifty-six (56) work week. Furthermore, the work hours during a light duty assignment may, from time to time, be changed or otherwise revised by the Fire Chief.

**SECTION 3. NO CONFLICT.** Nothing contained in this Article shall preclude the Fire Chief from ordering a Member who is otherwise off-duty by reason of injury or illness, whether or not job related, to a temporary light duty assignment in the absence of a request for such an assignment. Accordingly, the Fire Chief shall have the right to order a Member to temporary light duty assignment after the approval of a physician is obtained. To this end, the Fire Chief shall have the right to require one or more medical examinations (which, if required, shall be paid for by the Township) of a Member in order to ensure that the Member is able to perform the duties of the position. In the case of any medical examination, the Member shall authorize the release to the Fire Chief or designee(s) of the results of each examination. Furthermore, nothing in this Article shall restrict or otherwise modify the rights granted to cancel and/or deny sick, injury and/or disability leave in accordance with the Articles therefor or from otherwise mandatorily assigning a Member to light and/or restricted duties in accordance with the terms contained therein.

## ARTICLE XXII

### LEAVES OF ABSENCE

**SECTION 1. FUNERAL ATTENDANCE LEAVE.** Unless otherwise approved by the Fire Chief, Members assigned to the fifty-six (56) or forty (40) hour work week shall be entitled to a leave of absence with pay of up to twenty-four (24), regularly scheduled consecutive work hours, provided that all of those hours occur in the same week (meaning a consecutive seven day period consisting of Sunday through Saturday, inclusive), for purposes of funeral attendance due to the death of a member of the Member's immediate family as hereinafter defined. Funeral attendance leave pay shall be the Member's regular hourly rate of pay times the number of regularly scheduled work hours so taken by the Member, subject to the limitations stated above. A Member shall notify the Fire Chief prior to the day funeral attendance leave is taken. Absent special circumstances, in the event a Member fails to so notify the Fire Chief, such leave shall be charged first against sick leave and then vacation time. For purposes of funeral attendance leave only, the term "immediate family" as used herein shall be defined as a Member's current spouse, children, current stepchildren, grandchildren, current step grandchildren, father, mother, current in-laws (to only include father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents-in-law), sisters, brothers and grandparents. Furthermore, upon request of a Member, the Fire Chief may, from time to time and in the sole and absolute discretion of the Fire Chief, approve a Member's use of sick leave for the purpose of attending the funeral of a person not otherwise defined as being in a Member's immediate family. The Fire Chief's decision shall be on a case by case basis and may not be appealed or otherwise challenged by a Member.

**SECTION 2. JURY DUTY LEAVE.** A Member summoned to jury duty pursuant to Chapter 2313 of the Revised Code of Ohio, or any future statute of like tenor and effect, shall be granted a leave of absence with pay for actual jury service, provided that such Member gives reasonable notice to the Fire Chief of the receipt of the summons prior to the commencement of such Member's service as a juror.

A Member qualifying for jury duty leave and performing actual jury service shall be paid the difference between the jury duty fees to which such Member is entitled and the Member's regular hourly rate for the number of hours in each regular work day during which the Member is absent due to actual jury service; provided, however, that such Member presents to the Fire Chief a statement certified by the court showing the number of days served on actual jury service and the fees paid therefor.

**SECTION 3. MILITARY LEAVE.** Except as otherwise specifically provided herein, a Member may be granted a leave of absence without pay to be inducted or otherwise enter military duty. Upon a separation or discharge from military duty under honorable conditions, such Member shall be entitled to those rights and privileges provided in Ohio Revised Code Chapter 5903.03, or any future statute of like tenor and effect.

A Member who, as a member of the Ohio National Guard, the Ohio Defense Corp, the Ohio Naval Militia, or as a Reserve member of the armed forces of the United States, is called upon to receive temporary military training, shall, pursuant to Ohio Revised Code Section 5923.05, be entitled to a temporary leave of absence with pay not to exceed thirty-one (31) calendar days during any one (1) calendar year; provided, however, that, unless otherwise required by law, the maximum amount of paid military leave time shall not exceed 176 hours in any one calendar year; and further provided that such Member provides the Fire Chief with written verification of the dates of departure and return at least sixty (60) days prior to such departure, and evidence of satisfactory completion of such training upon such return, at which time, the Member will be restored to the previous or a similar position with the same status, pay, and seniority. Furthermore, a Member who is required to attend a weekend drill session on a regularly scheduled work day may use a portion of such Member's allotted 176 hour military leave time for attendance at such session, provided that the Member schedules the use of this time in advance with the Fire Chief and provides the Fire Chief with a copy of the Member's military orders requiring attendance at the session prior to or immediately following the Member's attendance.

**SECTION 4. SPECIAL LEAVE.** In the event a Member, who is entitled to injury and/or sick leave, uses the maximum allowable injury and/or sick leave time, and is still unable to return to active duty, the Member, upon request to and approval by the Board of Trustees, may utilize any accrued vacation and holiday time standing to the Member's credit. After all paid leaves have been so exhausted, a break in service shall be deemed to have occurred; provided, however, that the Board, from time to time and in its sole and absolute discretion, may authorize special leaves of absence with or without pay. Prior to authorizing such leave, the Board may, from time to time and in its sole and absolute discretion, convene a review committee consisting of three members selected as follows: the Board shall select one member, which member shall be either the Fire Chief or the Assistant Fire Chief, and the Union shall select two members from the bargaining unit, provided that no such member shall be the party requesting the leave. Furthermore, the Board and the Union shall each select one alternate member who shall serve on the committee in the event an original selection becomes unable to so serve. The two alternates so selected shall meet the qualifications for original selections. The committee shall then review the Member's request and, in reaching its recommendation, shall have the right to require the Member to submit such supporting documentation as deemed necessary by the committee. If, as a result of the injury, the Member is examined by a physician, the Member shall authorize release to the committee of the results of each such examination and all records arising therefrom. Upon completion of its review, the committee shall make a recommendation to the Board as to whether or not to authorize such leave, which recommendation shall be deemed advisory, and not mandatory, upon the Board. Upon receipt of the committee's

recommendation, the Board shall then issue a decision as to whether or not to grant such leave. Any leave so granted by the Board shall be subject to such terms and conditions as the Board may, from time to time, and in its sole and absolute discretion, determine.

## ARTICLE XXIII

### HEALTH CARE COVERAGE

**SECTION 1. INSURANCE COVERAGE.** A Member shall have the opportunity to apply for health care insurance coverage in accordance with and subject to the terms and conditions as contained herein and in the insurance policies and/or plans therefor as may be maintained, from time to time, by the Township. In the case of a break in service and unless otherwise required or permitted by law, the Township shall comply with the requirements of applicable law as it relates to the continuation of health care plan benefits. The Board of Trustees may change carriers, plans, coverages and/or levels of coverage upon 30 days advance notice to the Union. The Board may create an advisory committee of Township employees and officers (which will include at least one Union representative) to investigate coverages available for purposes of making an advisory, nonbinding recommendation to the Board. The Board will consider, but is not bound by, any recommendation prior to determining which carrier, plan, coverage and/or levels of coverage the Board determines to provide.

**SECTION 2. INSURANCE COSTS.** The Township will pay a maximum "insurance cost" of the following amounts for health care insurance coverage:

- A. Family coverage (Includes three tiers: Employee & Spouse; Employee & Children; and Family) - \$1,255 per month; and
- B. Single coverage (Includes one tier: Employee Only) - \$400 per month.

If the "insurance cost" exceeds the limits stated above, then Members shall pay twenty percent (20%) of the increase for the coverage selected, and the Township shall pay eighty percent (80%) of the increase. A Member's payment shall be due and payable at such time as directed by the Township, and the Township may deduct the amount from the Member's wages. Members shall sign an authorization for such deduction upon request by the Township. The term "insurance cost" shall mean the amount paid or potentially required to be paid for or on behalf of a Member (and, if applicable, the Member's family) for premiums, all as calculated by the provider and/or the administrator of such coverage.

**SECTION 3. HEALTH INSURANCE OPT-OUT.** Pursuant to the cafeteria plan adopted by the Township pursuant to section 125 of the Internal Revenue Code, in the event that a Member (on behalf of both the Member and, if applicable, all eligible dependents) elects not to receive the health care insurance offered by the Township because the Member has health insurance coverage from another source, the Member may elect to receive a monthly cash payment equal to twenty-five percent (25%) of the cost of premiums that would, otherwise, be paid by the Township for benefits for the Member under the current health-insurance plan and/or policy presently being offered by the Township. All Members electing to receive a cash payment in lieu of health insurance shall comply with all the terms and conditions of any cafeteria plan and applicable resolutions adopted by the Township in order to be eligible for participation. In no event shall any payment to a Member pursuant to this Article exceed twenty-five percent of the costs of premiums (on behalf of both the Member and, if applicable, all eligible dependents) that would otherwise be paid by the Township for a Member under an offered policy, plan or contract

No cash payment in lieu of health insurance shall be made unless the Member signs a statement affirming that the Member is covered under another health insurance policy, contract or plan. The Member shall also provide to the Township the name of the employer that sponsors the coverage, the name of the insurance carrier that provides the coverage, an identifying number of the applicable policy, plan or contract and any other information that the Township reasonably determines is relevant.

## ARTICLE XXIV

### CORRECTIVE ACTION

**SECTION 1. DISCIPLINARY ACTIONS.** After completion of a Member's probationary period or promotional probationary period, a Member shall not be subject to disciplinary action resulting in reprimand, suspension without pay, reduction in pay and/or rank, or removal except for just cause.

**SECTION 2. PROGRESSIVE DISCIPLINE.** For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede suspension without pay, reduction in pay and/or rank, and removal. The commission of multiple minor offenses, whether similar or dissimilar nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline up to and including immediate removal without regard to previous reprimands or discipline. To this end, the Board of Trustees and/or the Fire Chief reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension without pay, a reduction in pay and/or rank, or removal, the Township may place a Member on administrative leave with pay pending a determination on final disciplinary action, if any.

**SECTION 3. ALTERNATIVE DISCIPLINARY PROCEDURE.** In lieu of any procedures established by statute or otherwise, the Board of Trustees may, as an alternative and at its sole option, utilize the following procedure in those cases where there is reason to believe that a Member has committed a serious infraction which may lead to suspension, reduction in pay and/or rank, or removal:

- A. The Board of Trustees and/or its designee shall reduce to writing the basis for the proposed disciplinary action. A true and accurate copy of the charges then existing shall be served upon the Member, either by personal service or by certified mail.
- B. Prior to any suspension, demotion or removal, the Board of Trustees shall conduct a hearing on the charges. The Member shall be provided at least five (5) calendar days' notice of the hearing. The time and/or date of the hearing may be continued by mutual agreement. At the hearing (which shall, if mutually agreed upon between the Board of Trustees and the Member, be held in executive session), the Member shall have the right to be represented by an attorney, to present evidence on his or her behalf and to question adverse witnesses. Pending any hearing, the Board of Trustees and/or the Fire Chief may place the Member on administrative leave with pay.

- C. For purposes of this alternative disciplinary procedure, the Board of Trustees may administer oaths and, to the extent permitted by law, issue subpoenas or compulsory process to compel the attendance of persons and the production of books and papers before it and the Board may provide, by resolution(s), for the manner and method of exercising and enforcing this provision. The Board or the Member may cause the hearing to be transcribed by a court reporter. The Board may request the Fire Chief and/or such other or additional person(s) to present the charges and any other information or testimony relating thereto.
- D. In the event the Board of Trustees elects to utilize the alternative disciplinary procedure provided for herein, the parties intend the provisions of this alternative procedure to supersede conflicting provisions established by statute or otherwise.
- E. The Board shall issue its decision in the matter within a reasonable time following the conclusion of the hearing, and the Board's decision shall be final and binding.
- F. Nonprobationary Members may elect to appeal a decision of the Board of Trustees which results in the removal of the Member to the Common Pleas Court to the extent and in the manner permitted by law.

**SECTION 4. SUMMARY SUSPENSIONS.** Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35 et seq., in instances involving any type of offense deemed by the Fire Chief to be of a serious or problematic nature, the Fire Chief may, upon the Chief's own initiative and with the agreement of the Member, summarily suspend a Member for up to thirty (30) full working days without pay for each such offense. When taking such action, the Fire Chief shall take into account the Rules and Regulations of the Prairie Township Fire Department (and any recommended penalties for infractions thereof as may be set forth therein) as promulgated, from time to time, by the Board. Prior to imposing such a suspension, the Fire Chief shall:

- A. Meet with the Member in order to provide the Member with an opportunity to explain the conduct in question; and
- B. If the Member agrees to accept the suspension proposed by the Fire Chief, inform the Member in writing of the effective date(s) of such suspension.
- C. In those cases where the Member does not agree to accept a suspension in accordance with the terms previously outlined in this Section, the Member shall have the right to a predisciplinary conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the predisciplinary conference. The person conducting the predisciplinary conference (whether the Fire Chief or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this Section. If a Member desires a predisciplinary conference, the procedure for this conference shall be as follows:

1. Prior to the conference before the Fire Chief or designee, the Member shall be provided a statement of the charges. The Member shall also be given at least three (3) calendar days' notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement.

2. At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The Member shall have the right to be represented at the conference by an attorney or other Union representative, to present evidence and to question adverse witnesses. The Fire Chief or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.

3. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the decision of the Fire Chief or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a nonprobationary Member may, with the approval of the Union President, elect to appeal the decision (and any resulting suspension) directly to the Board of Trustees. This appeal shall be perfected by filing a notice of appeal with both the Fire Chief and Board of Trustees within ten (10) days after the decision is issued.

4. If a nonprobationary Member timely perfects an appeal of the decision to the Board of Trustees as provided above, then the suspension without pay shall be stayed pending the decision of the Board of Trustees. The Board of Trustees shall fix a reasonable time for the hearing and provide the Member with at least three (3) days' notice of the time, date and place of the hearing. Pending any hearing, the Board of Trustees may place the Member on administrative leave with pay. At the hearing, the Board of Trustees will inquire into the cause for the suspension and render a decision which, if the charge is sustained, may result in sustaining the suspension or taking other or further disciplinary action against the Member. The Fire Chief and such other persons as the Board may direct will attend the hearing. At the hearing, the Member shall have the right to be represented by counsel or other Union representative, to present evidence and to question adverse witnesses. Either party may cause the hearing to be transcribed by a court reporter. The Board shall issue its decision in the matter within a reasonable period of time following the conclusion of the hearing, and the Board's decision shall be final and binding.

5. A record of suspensions imposed under this Section may be placed directly into the Member's personnel file by the Fire Chief or designee without the need for action on the part of the Board of Trustees.

6. The parties intend that the provisions contained in Section 4 hereof confer upon the Fire Chief and/or designee the right, power and authority to summarily suspend a Member without pay in accordance with the procedures set forth therein; subject, however, to the nonprobationary Member's ability to appeal such decision directly to the Board of Trustees as set forth above. Accordingly, in the event the suspension procedures set forth in Section 4 of this Article XXIV are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

## ARTICLE XXV

### LAYOFF AND RECALL

**SECTION 1. NOTIFICATION TO UNION.** In case the layoff of Members is anticipated, the Township shall notify the Union of the impending layoff. The Township and the Union shall meet to discuss possible alternatives.

**SECTION 2. LAYOFF NOTICE.** Affected Members shall receive notice thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the rationale for the layoff and whether the layoff is to be of a permanent nature (i.e., expected to be of more than one year's duration).

**SECTION 3. LAYOFF ORDER.** The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of Members in a particular rank are necessary, such Members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior up to the number of Members that are to be laid off. A Member in a higher rank with more Departmental seniority may displace a less senior Member in the next lower rank, and in succeeding lower ranks, until the youngest Member(s) in point of service are laid off. In all cases, Members who bump into a lower classification (and/or rank) carrying a lesser salary than that previously held shall only be entitled to the salary established for that particular classification (and/or rank) into which the Member bumps.

**SECTION 4. RECALL LIST.** Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification.

**SECTION 5. NOTICE OF RECALL.** Notice of recall shall be sent to the Member by certified mail with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Member.

**SECTION 6. EFFECT OF RECALL.** A Member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the Member was laid off, provided that the Member is recalled and timely returns to work during the duration of the recall list. However, a Member shall receive no service credit for time spent in layoff. A Member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the Member's years of service, provided that no Member shall be entitled to return to such Member's former rank, shift and/or unit. If, during the two (2) year duration of the recall list, a Member is recalled to a rank lower than that previously held at the time of the layoff, then should

the Member's former rank be reestablished and become available during the two (2) year duration of the recall list, such Member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one Member who previously held such rank, then the appointment shall be based upon seniority in that rank; provided, however, that ties in seniority within a rank will be broken based upon total seniority in the Prairie Township Fire Department. In all cases, a Member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Fire Department.

**SECTION 7. SENIORITY.** For purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous active service as a sworn, regular, full-time Firefighter/Paramedic, Lieutenant/Paramedic and/or Captain/Paramedic appointed pursuant to Ohio Revised Code 505.38 in the Prairie Township Fire Department. Once continuous service is broken, a Member loses all previously accumulated seniority. Continuous service shall be deemed broken when a Member resigns, retires, is discharged or fails to timely return to work after an approved leave of absence. Ties in seniority with other Members shall be resolved by listing Members' last names in alphabetical order beginning with the letter "A".

## ARTICLE XXVI

### LABOR RELATIONS MEETINGS

**SECTION 1. LABOR RELATIONS MEETINGS.** The Township and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

**SECTION 2. LABOR RELATIONS COMMITTEE.** There is hereby established a Labor Relations Committee which shall consist of not more than five (5) persons appointed by the Board of Trustees and five (5) persons appointed by the Union. The Committee may meet quarterly upon the call of either party and at any other time as the parties may mutually agree.

**SECTION 3. AUTHORITY.** The Committee's authority shall be limited to discussion, exploration and study of subjects mutually agreed to between the parties. The Committee shall have no authority to bargain for the Union and the Township, or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

## ARTICLE XXVII

### SHARED LEAVE FUND

**SECTION 1. ESTABLISHMENT AND PURPOSE.** Members may, at their option and on an annual basis, contribute up to, respectively, twenty-four (24) hours of their accrued but unused

sick leave and up to twenty-four (24) hours of their accrued but unused vacation time and/or holiday time to a Shared Leave Fund (the "Fund") for purposes of accumulating paid leave time for use by any Member, with the approval of the Board, in the event a Member exhausts all of such Member's paid leave as a result of a Member's personal injury or illness, whether or not job related.

**SECTION 2. ELECTION TO CONTRIBUTE.** Members desiring to contribute to the Fund may do so on a quarterly basis by making a written election during the first fourteen (14) days of each calendar quarter stating the number and type of hours the Member is contributing to the Fund for that particular calendar quarter. A Member's election to contribute to the Fund shall be in writing and provided to the Fire Chief within this fourteen (14) day time period. All elections shall be irrevocable and hours donated to the Fund shall not be returned or otherwise recredited to the Member. Members electing to donate leave shall donate a minimum of twelve (12) hours with each such election, and retain a sick leave balance of at least one hundred twenty (120) hours. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

**SECTION 3. USE OF SHARED LEAVE.** Time contributed to the Fund may, subject to the conditions contained herein and with the approval of the Board, be used by any Member who is unable, by virtue of personal injury or illness and whether or not job related, to perform such Member's regular assigned duties, provided that the Member has exhausted all other forms of paid leave otherwise available to the Member. The use of donated leave shall be administered and may be approved on a pay period by pay period basis. Leave accrued by a Member while using donated leave shall be used in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of a Member who receives donated leave during his or her probationary period and such probationary period shall be extended accordingly. Unless otherwise provided by the Board, Members using donated leave shall not be considered to be in paid status for purposes of overtime compensation. A Member seeking to use the Fund shall forward a written request for such use to the Board of Trustees. The Board may require a medical examination(s) and request such other or additional information as it may determine. Upon completion of its review of a Member's request, the Board shall notify the Member of its decision as to whether or not to grant such request. Any use of the Fund so granted by the Board shall be subject to such terms and conditions as the Board may, from time to time and in its sole and absolute discretion, determine. The Board may also cancel a Member's use of the Fund upon notification to the Member. Any decision made by the Board under this Article or in connection with any request for the use of donated leave shall not be grievable.

## ARTICLE XXVIII

### PROMOTIONS

**SECTION 1. PROMOTIONS TO LIEUTENANT/PARAMEDIC OR CAPTAIN/PARAMEDIC.** Promotions to the rank of Lieutenant/Paramedic or Captain/Paramedic will be made by the selection of an eligible and qualified individual in accordance with the provisions of this article. There is, however, no requirement to fill any position unless and until the Board of Trustees first determines that a permanent vacancy exists in that position. The Board shall make a determination as to whether or not a permanent vacancy exists within sixty (60) days after the Union makes a written request to the Board for such determination. If a permanent vacancy is determined to exist, the Fire Chief or designee shall have the right to temporarily assign a

Member(s) to a vacant position until a Promotional Eligibility List is established and/or a candidate is selected and approved to fill the position.

**SECTION 2. PROMOTIONAL ELIGIBILITY LIST.** A Promotional Eligibility List will be established by the Board of Trustees using the following process:

- A. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant/Paramedic unless such person has served a minimum of five (5) years of continuous active service in the rank of Firefighter/Paramedic with the Prairie Township Fire Department. No person shall be eligible to apply for placement on the Promotional Eligibility List for the rank of Captain/Paramedic unless such person has served a minimum of three (3) years of continuous active service in the rank of Lieutenant/Paramedic with the Prairie Township Fire Department. In addition, the Fire Chief, may, from time to time and in his sole and absolute discretion, establish additional eligibility requirements for Members applying for placement on the Promotional Eligibility Lists for the ranks of Lieutenant/Paramedic or Captain/Paramedic. Continuous active service is calculated back in time from the date the notice is posted soliciting applications for placement on the Promotional Eligibility List.
1. In the event there are less than five (5) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Lieutenant/Paramedic, or less than three (3) qualified applicants eligible to apply for placement on the Promotional Eligibility List for the rank of Captain/Paramedic, the time in rank requirements may be lowered by one-year intervals until there are at least five (5) qualified and eligible candidates for the rank of Lieutenant/Paramedic, and at least three (3) qualified and eligible candidates for the rank of Captain/Paramedic. In all cases, probationary Members and Members on suspension shall be ineligible to make application for promotional consideration.
  2. If, after lowering the time in rank requirement for the Captain/Paramedic rank, there are less than three (3) candidates eligible to make application for promotional consideration to such rank, or should less than three (3) eligible candidates apply for promotional consideration to such rank, the Township may, in its sole discretion and upon such conditions as the Township may establish, permit any Member or Members who are listed on the then current Promotional Eligibility List for the Lieutenant/Paramedic rank to make application for promotional consideration to the Captain/Paramedic rank. If such Member(s) is permitted to apply for promotional consideration to the rank of Captain/Paramedic and is subsequently placed on the Promotional Eligibility List for such rank after successfully completing the three (3) phase promotional process, the Member(s) shall not be removed from the then current Promotional Eligibility List for the Lieutenant/Paramedic rank until such list is exhausted or terminated by the Township.
- B. The establishment of a Promotional Eligibility List will begin by the Township posting notice for fifteen (15) days seeking applicants for placement on the Promotional Eligibility List. Eligible and qualified candidates shall submit a

written application to the Fire Chief prior to the close of the fifteen (15) day posting.

C. Once the application period is closed, the Township will review and evaluate applications received from qualified and eligible individuals. Those individuals deemed unqualified and/or ineligible will be notified that they are no longer applicants for placement on the Promotional Eligibility List.

D. The promotional process will consist of the following two (2) phases:

1. The first phase will consist of a written examination as designated by the Fire Chief. The Fire Chief will review and approve the testing materials and methods to be used. The Fire Chief will also establish the scores necessary for passage of the examination. Candidates must pass the written examination before receiving consideration for proceeding to the second phase. The sole purpose of the written examination is to determine which candidates may be eligible to proceed to the second phase, and scores received on the written examination will not be carried over to the second phase.

2. The second phase will consist of an assessment center structured, established and administered by the Fire Chief. The Fire Chief will select from among those individuals who have successfully passed the first phase, such number of candidates to participate in the second phase of the promotional process as the Fire Chief may determine. The purpose of the assessment will be to evaluate and assess the candidates' job experience, abilities and knowledge.

E. The Township will establish scores to be assigned to the second phase of the promotional process. At the conclusion of the second phase, the Township will establish a Promotional Eligibility List of qualified candidates who have achieved a satisfactory score in the promotional process for the ranks of Lieutenant/Paramedic and Captain/Paramedic.

**SECTION 3. PROMOTIONS.** The Board of Trustees may appoint any one (1) of the top three (3) candidates as listed on the then current Promotional Eligibility List, to a vacant rank To illustrate, if Candidate No. 2 has been promoted, when the next permanent vacancy occurs, the Board of Trustees may promote either Candidates 1, 3 or 4 on the current Promotional Eligibility List. In the event there are less than three (3) candidates remaining for promotional consideration, the Board of Trustees may, at its option, either appoint one (1) of the remaining candidates to the position, or abolish the current Promotional Eligibility List and proceed through the promotional process in order to create a new Promotional Eligibility List. The Board of Trustees and such other persons as the Board may designate, may conduct an oral interview with the top (3) candidates as listed on the then current Promotional Eligibility List prior to any appointment.

**SECTION 4. DURATION OF PROMOTIONAL ELIGIBILITY LIST.** Upon certification by the Board of Trustees, the Promotional Eligibility List will be valid for a period of two (2) years from the date the list is established by the Board of Trustees. The Township will make a reasonable effort to maintain a current Promotional Eligibility List for the ranks of Lieutenant/Paramedic and Captain/Paramedic by engaging in the promotional process on a bi-annual basis. Upon the

expiration of a Promotional Eligibility List, the Township may, at its discretion, either extend the expiration date for such time or times as determined by the Township, or void the current Promotional Eligibility List and proceed through the promotional process in order to establish a new Promotional Eligibility List. In addition, the Township may void a current Promotional Eligibility List in the event the list does not contain the requisite number of candidates for promotional consideration. In either such event, the Township will notify the Union that it is electing to void the current Promotional Eligibility List and will then begin the process for promotional consideration in order to establish a new Promotional Eligibility List.

## ARTICLE XXIX

### PHYSICAL FITNESS

**SECTION 1. PHYSICAL FITNESS PROGRAM.** In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and Union to ensure that Members possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township and Union will collaborate to develop and implement a physical fitness program ("PFP") which generally follows the guidelines of the "Joint Fitness and Wellness Initiative" as adopted by the International Association of Firefighters and the International Association of Fire Chiefs. Subject to the provisions of Section 3, below, the purpose of PFP is not punitive in nature, and it is not the intention of the Township to discipline participating Members who are physically capable of performing the Members' duties, but who nevertheless do not meet targeted physical fitness objectives of the PFP.

- A. The Union, a Member(s) and/or an outside agency may be required to assist in the development, implementation and monitoring of the PFP; subject, however, to the right of the Fire Chief to approve or disapprove any action which, in the Chief's opinion, inhibits the Fire Department's ability to respond to emergency calls.
- B. It is anticipated that the PFP will consist of numerous factors, including physical assessments, testing, examinations and fitness training. Members shall, to the best of their ability, cooperate with and participate in all phases of the PFP.
- C. A Member who does not meet the physical fitness criteria established by the PFP may be required to follow a specified physical fitness program. Members directed to follow such program will be subject to on-going evaluation in order to monitor the Member's progress toward meeting the fitness criteria.
- D. A participating Member who is physically capable of performing his duties will not be disciplined for failing to meet the targeted physical fitness criteria. However, a Member will be disciplined for failing to either cooperate with or participate to the best of their ability in the PFP.

**SECTION 2. OCCUPATIONAL HEALTH PROGRAM.** The Township may, at its option, institute and require Members to participate in an occupational health program designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may be determined.

**SECTION 3. FITNESS FOR DUTY.** The Fire Chief may require a Member to be examined and approved fit for duty by a physician designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction due to a chronic medical (i.e. physical or mental) condition. In the event the physician determines the Member is not physically or mentally capable of performing the Member's duties as a Firefighter/Paramedic and the Member disagrees with the determination, the Member may obtain, at his cost, an opinion from a physician selected by the Member. If the second opinion differs from the original determination, the Fire Chief may require that the Member obtain a third opinion from a physician designated and paid for by the Township. The opinion of the third physician shall be final and binding on both the Township and Member. In the case of each such examination, the Member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, as a result of such examination(s), it is determined that the Member is not physically or mentally capable of performing the Member's duties as a Firefighter/Paramedic, the Member will be given up to a six (6) month period of time to rehabilitate his condition. During this six (6) month rehabilitation period, the Township may reasonably accommodate the Member and assign him to any suitable position to the extent such accommodation is practicable within the Department. If no position is available, the Member shall utilize sick leave and vacation leave, or, alternatively, such other paid leave time as may be available to the Member. During any rehabilitation period, the Fire Chief may require the Member to provide progress reports from the Member's attending physician and/or to submit to an examination(s) by a physician designated and paid for by the Township. In all cases, the Member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, at the end of the six (6) month rehabilitation period, or such longer period as the Member is able to utilize as a result of paid leave accrued to his credit, the Member remains unable to perform his duties, the Member may be separated from service. In addition to and notwithstanding anything to the contrary contained herein, the Fire Chief may place a Member on sick leave (or, if none is available, on another form of the Member's accrued paid leave or, if none, on unpaid leave) in those instances where it is believed that the Member may not be able to fulfill all of the duties of the Member's position without restriction due to a temporary medical (i.e. physical or mental) condition. The Fire Chief may require the Member to provide a satisfactory medical clearance prior to the Member's return to duty.

## **ARTICLE XXX**

### **DRUG-FREE WORKPLACE**

**SECTION 1. POLICY.** The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other employees and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all Members to report for work in a condition to perform their duties; and to expect Members to comply with all federal, state and local alcohol and drug laws. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

- A. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances.
- B. The use, sale, transfer or possession of alcohol while on the job or Township property or work site is prohibited. Property includes Township vehicles as well as private vehicles on Township property or work sites.
- C. Members are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to Members taking prescription or over-the-counter medication that may cause impairment unless such medications are disclosed to the Fire Chief or supervisor prior to beginning work and the Member is permitted to begin work notwithstanding the taking of such medication. Members who are determined to be unfit may be released from duty and sent home.
- D. Off-the-job use of alcohol which could adversely affect a Member's job performance or which could jeopardize the safety of other employees, the public, or Township facilities, or where such activities adversely affect the public trust in the ability of the Township to carry out its responsibilities, is also prohibited.
- E. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance and attendance are affected will not be tolerated. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

**SECTION 2. TESTING PROCEDURES.** Upon reasonable suspicion that a Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a screening test(s). Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom indicating the Member in question has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job. Reasonable suspicion is conclusively presumed to exist in the event of a motor vehicle accident resulting in serious property damage or personal injury. If the test(s) is positive, indicating that the Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a confirmatory test. A positive result from an alcohol test means the detection at levels in excess of the threshold levels set forth in Ohio Revised Code Sections 4511.19(A) and (B), respectively. The Fire Chief may place a Member on administrative leave without loss of pay before the time the confirmatory test results are complete. Screening and confirmatory tests shall be made only by persons or institutions qualified to administer such a test. A Member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such Member's supervisor in advance of assuming the Member's duties. The Township shall have the right to promulgate such other and/or additional procedures, not inconsistent with the provisions contained within this Article, with respect to sample collection, chain of custody procedures, and the like.

**SECTION 3. TEST RESULTS.** If the screening and confirmatory tests are positive, the Township may discipline the Member up to and including discharge for a first offense. Furthermore, a Member who refuses to submit to any ordered test shall be deemed insubordinate and shall be subject to disciplinary action up to and including discharge.

**SECTION 4. COUNSELING AND REHABILITATION PROGRAM.** A Member who notifies the Department of such Member's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. A Member participating in such a program will be allowed reasonable use of such Member's accrued but unused sick leave, vacation leave and/or personal time for absences due to actual participation. If no such leave time is available, the Member may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. A Member approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program at the Member's own cost. While participating in such a program, the Member shall be required to authorize the release of sufficient information so as to enable the Fire Chief and/or Board of Trustees to determine that the Member is actively participating in and/or has completed such program. Upon completion of the program, a Member shall be retested in order to demonstrate that the Member is no longer abusing any prohibited substance. If the retest demonstrates that the Member is no longer abusing any prohibited substance, the Member may be returned to an available position for which the Member qualifies. Furthermore, the Member shall be subject to periodic retesting for drugs and alcohol upon such Member's return for a period of five (5) years. A Member shall be subject to disciplinary action up to and including discharge if the Member: (1) refuses to take a screening or confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within five (5) years after the Member's return to work upon completion of an approved counseling and rehabilitation program.

**SECTION 5. CONFIDENTIALITY.** Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable state and federal law.

**SECTION 6. COSTS.** The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the Fire Chief.

**SECTION 7. POLICY MODIFICATIONS.** The parties understand that The Bureau of Workers' Compensation ("BWC") may provide incentives to those employers implementing a Drug-Free Workplace Program. The Township shall have the right to modify the provisions of this Article XXX in order to qualify for any such BWC incentive, including premium discounts. The Union will cooperate with the Township in pursuing any such incentive. The Township will notify the Union of any required modifications prior to implementation.

## ARTICLE XXXI

### **MISCELLANEOUS PROVISIONS**

**SECTION 1. ENTIRE AGREEMENT.** This Agreement contains the entire understandings between the parties and supersedes any prior understandings, practices or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto related to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be

binding unless made in writing and signed by each of the parties. To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Agreement and all matters relating thereto and contained therein shall be made by the Board and such interpretations, determinations, and decisions on any such matter shall be final and binding on all persons.

**SECTION 2. LEAP DAY.** For those Members assigned to and working an average 56 hour work week, Leap Day will be divided into three (3) platoon shifts of eight (8) hours each, with Members working the shift assigned by the Fire Chief. All other Members shall work at such time or times as may be directed by the Fire Chief.

**SECTION 3. GENDER AND NUMBER.** Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

**SECTION 4. COUNTERPARTS.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 5. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2012 and terminating at midnight, June 30, 2015.

**SECTION 6. SUCCESSOR NEGOTIATIONS.** If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement. Notwithstanding anything to the contrary contained in this Agreement, for purposes of computing the sixty (60) day time period set forth in Section 2, Article XII, and Section 1, Article XVIII, of this Agreement, such computations shall be retroactive to each Member's date of initial hire.

## ARTICLE XXXII

### DEFINITIONS

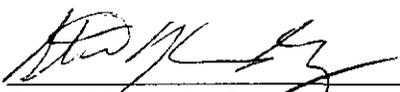
- A. Active service shall mean the time during which a Member is employed by the Township on a full time basis as a sworn, regular, full-time Firefighter/Paramedic, Lieutenant/Paramedic, Fire Marshal and/or Captain/Paramedic appointed pursuant to Ohio Revised Code Section 505.38 and is paid, or entitled to payment, for the performance of duties for the Township, including that time during which a Member is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled non-working days, vacation, holidays, and leaves of absence with pay. Notwithstanding anything to the contrary contained in this Agreement and unless otherwise specifically required by law, in no event shall the time during which a Member is in active service with any other department other than that department in which the Member is presently employed be deemed to be time spent in active service in any different department.

- B. Anniversary date shall mean the first day following the first 365 days of continuous active service by a Member with the Township and, if applicable, on the same date of each calendar year thereafter.
- C. Break in Service shall, unless otherwise provided by the Board in the granting of a special leave, mean that period of time commencing on the date on which a Member is not entitled to payment for the performance of duties for the Township or on that date on which the Member's employment with the Township is terminated. In the event of a break in service, the Member may be subject to removal proceedings as provided for in this Agreement and/or applicable law; provided, however, that time spent while on suspension shall not be deemed a break in service, except that such time shall not be credited as time spent while in active service with the Township; and further provided that time spent while on suspension shall not be credited for purposes of seniority.
- D. Board shall mean the Board of Trustees of Prairie Township, Franklin County, Ohio.
- E. Continuous active service shall mean that consecutive period of time during which the Member is in active service with the Township.
- F. Assistant Fire Chief shall mean those individuals designated as holding the rank of Assistant Fire Chief in the Prairie Township Fire Department.
- G. Fire Chief shall mean the individual designated as holding the rank of Fire Chief in the Prairie Township Fire Department.
- H. Fire Marshal shall mean the individual designated as holding the rank of Fire Marshal in the Prairie Township Fire Department.
- I. Hours worked shall mean those hours actually worked by a Member as a sworn, regular, full-time Firefighter/Paramedic, Lieutenant/Paramedic and/or Captain/Paramedic of Prairie Township, provided that such hours are scheduled with and approved by the Township. Except as may otherwise specifically be provided for herein in cases of "paid status", the term "hours worked" is further intended to clarify that overtime payments are based solely on hours actually worked within a particular work period.
- J. Immediate family shall mean a Member's spouse, children, parents, parents-in-law, sisters, and brothers.
- K. Lieutenant/Paramedic shall mean those individuals designated as holding the rank of Lieutenant/Paramedic in the Prairie Township Fire Department.
- L. Paid status shall include work hours as well as all hours in paid status while on the following approved paid leaves: sick leave, injury leave, military leave, funeral leave, jury duty leave, holiday leave and vacation leave.

- M. Permanent appointment shall mean a Member employed by the Township on a full-time basis as a sworn, regular, full-time Firefighter/Paramedic, Lieutenant/Paramedic and/or Captain/Paramedic appointed pursuant to Ohio Revised Code Section 505.38.
- N. Regular hourly rate shall mean that figure obtained by reducing a Member's annual base salary (as shown on Attachment A) to the equivalent hourly rate of pay as provided by the Fair Labor Standards Act and the regulations promulgated thereunder, provided that the regular hourly rate of pay shall not include payments for time not worked, including, but not limited to, vacation pay, sick pay, longevity pay, funeral leave, jury leave, bonuses, holiday pay, overtime premium pay, fringe benefit costs, uniform allowances and the like. The regular hourly rate, by salary and hours, is shown on Attachment A.
- O. Retirement shall mean the date a Member retires or is retired from active service with the Township with at least twenty-five (25) years of total active service as a Member with the Township and has attained his forty-eighth (48) birthday, or who has thirty (30) years of total active service as a Member with the Township, or who otherwise qualifies for and receives full retirement benefits under Ohio Revised Code Chapter 742.
- P. Captain/Paramedic shall mean those individuals designated as holding the rank of Captain/Paramedic in the Prairie Township Fire Department.
- Q. Township shall mean Prairie Township, Franklin County, Ohio.
- R. Work period shall mean that period of time as may, from time to time, be established by the Board for purposes of computing overtime compensation, which period shall, unless otherwise required by law, consist of twenty-one (21) consecutive calendar days.
- S. Year of active service shall mean twelve (12) consecutive full calendar months during which a Member is in active service with the Township.
- T. Years of continuous active service shall mean the number of consecutive twelve full calendar month periods during which a Member is in active service with the Township.

IN TESTIMONY WHEREOF, the authorized representatives of the parties have signed this Agreement on or as of August \_\_\_\_, 2012.

FOR THE TOWNSHIP:

  
 \_\_\_\_\_  
 Steve Kennedy, Trustee

  
 \_\_\_\_\_  
 Douglas Stormont, Trustee

FOR THE UNION:

  
 \_\_\_\_\_  
 Michael Altomare, Member

  
 \_\_\_\_\_  
 Matt Powers, Member

*Ronald Ball*

Ron Ball, Trustee

*Jake Stratton*

Jake Stratton, Member

*Chad Story*

Chad Story, Member

*Mike Ellis*

Mike Ellis, Member

CERTIFIED:

*Dan McCardle*

Dan McCardle, Township Fiscal Officer

**ATTACHMENT A**  
**FIREFIGHTER/PARAMEDIC WAGES**

The following base annual pay ranges are hereby established as the entire base annual pay plan and rates for the periods set forth below:

- A. Effective July 1, 2012, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period July 1, 2012 through June 30, 2013:

Starting Firefighter/Paramedic:

Annual	\$44,629.47
Hourly (56)	15.33
Hourly (40)	21.46

Effective the first day commencing after 12 months of continuous active service:

Annual	\$49,607.24
Hourly (56)	17.04
Hourly (40)	23.85

Effective the first day commencing after 24 months of continuous active service:

Annual	\$57,830.12
Hourly (56)	19.86
Hourly (40)	27.80

Effective the first day commencing after 36 months of continuous active service:

Annual	\$66,456.85
Hourly (56)	22.82
Hourly (40)	31.95

Lieutenant/Paramedic (effective on the first day following the effective date of promotion):

Annual	\$74,431.67
Hourly (56)	25.56
Hourly (40)	35.78

Captain/Paramedic (effective on the first day following the effective date of promotion):

Annual	\$78,897.58
Hourly (56)	27.09
Hourly (40)	37.93

Fire Marshal (effective on the first day following the effective date of appointment):

Annual	\$76,426.14
Hourly (40)	36.74

- B. Effective July 1, 2013, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period July 1, 2013 through June 30, 2014:

Starting Firefighter/Paramedic:

Annual	\$46,637.80
Hourly (56)	16.02
Hourly (40)	22.42

Effective the first day commencing after 12 months of continuous active service:

Annual	\$51,839.57
Hourly (56)	17.80
Hourly (40)	24.92

Effective the first day commencing after 24 months of continuous active service:

Annual	\$60,432.48
Hourly (56)	20.75
Hourly (40)	29.05

Effective the first day commencing after 36 months of continuous active service:

Annual	\$69,447.41
Hourly (56)	23.85
Hourly (40)	33.39

Lieutenant/Paramedic (effective on the first day following the effective date of promotion):

Annual	\$77,781.10
Hourly (56)	26.71
Hourly (40)	37.39

Captain/Paramedic (effective on the first day following the effective date of promotion):

Annual	\$82,447.97
Hourly (56)	28.31
Hourly (40)	39.64

Fire Marshal (effective on the first day following the effective date of appointment):

Annual	\$79,864.96
Hourly (40)	38.40

- C. Effective July 1, 2014, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period July 1, 2014 through June 30, 2015:

Starting Firefighter/Paramedic:

Annual	\$48,736.50
Hourly (56)	16.74
Hourly (40)	23.43

Effective the first day commencing after 12 months of continuous active service:

Annual	\$54,172.35
Hourly (56)	18.60
Hourly (40)	26.04

Effective the first day commencing after 24 months of continuous active service:

Annual	\$63,151.94
Hourly (56)	21.69
Hourly (40)	30.36

Effective the first day commencing after 36 months of continuous active service:

Annual	\$72,572.54
Hourly (56)	24.92
Hourly (40)	34.89

Lieutenant/Paramedic (effective on the first day following the effective date of promotion):

Annual	\$81,281.25
Hourly (56)	27.91
Hourly (40)	39.08

Captain/Paramedic (effective on the first day following the effective date of promotion):

Annual	\$86,158.13
Hourly (56)	29.59
Hourly (40)	41.42

Fire Marshal (effective on the first day following the effective date of appointment):

Annual	\$83,459.26
Hourly (40)	40.12

ATTACHMENT B

HOLIDAY CREDIT

The following number of hours are hereby specified as the number of hours per holiday to be credited to qualified Members based upon the work week to which a Member is assigned:

<u>Permanent Work Week Assignment</u>	<u>Hours Per Holiday</u>
40 hour work week	8.0
56 hour work week	9.6

ATTACHMENT C

VACATION TIME HOURS

A. Vacation time hours credited to those Members assigned a 40 hour work week

<u>Years of Continuous Active Service</u>	<u>Vacation Time Hours Credited</u>
At least 1 but less than 6	80
At least 6 but less than 10	120
At least 10 but less than 15	160
At least 15 but less than 20	200
At least 20 but less than 25	240
At least 25	250

B. Vacation time hours credited to those Members assigned a 56 hour work week:

<u>Years of Continuous Active Service</u>	<u>Vacation Time Hours Credited</u>
At least 1 but less than 6	144
At least 6 but less than 10	192
At least 10 but less than 15	216
At least 15 but less than 20	264
At least 20 but less than 25	336
At least 25	360

ATTACHMENT D

PERSONAL HOURS

The following number of hours are hereby specified as the number of personal hours to be credited to qualified Members based upon the work week to which a Member is assigned.

<u>Work Week Assignment</u>	<u>Personal Hours</u>
40 hour work week	8
56 hour work week	24