



**Franklin Township Fire Fighters
International Association of Fire Fighters
Local 1441**

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**Contract With
Franklin Township Board of Trustees
3/1/2018 through February 28, 2021**

Ron Delozier

President

Carvel Mullins

Vice-President

Robert Arnold

Secretary Treasurer

Collective Bargaining Agreement
IAFF Local #1441 / Franklin Township Board of Trustees

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Article 1
RECOGNITION

Franklin Township, Franklin County, Ohio, hereby recognizes Local Union 1441, International Association of Fire Fighters, for purposes of collective bargaining with respect to wages, hours, terms and other conditions of employment, as the sole and exclusive collective bargaining representative of all employees of the Franklin Township Division of Fire, who have been or are appointed as full-time fire fighters pursuant to chapter 505.38 of the Ohio Revised Code, whether holding original or promoted rank, excluding the Fire Chief.

Article 2
AGREEMENT

This agreement is made effective this 1st day of March 2018, by and between Franklin Township, Franklin County, Ohio, hereafter called the “Township”, and Local Union 1441, International Association of Fire Fighters, hereinafter called the “Union”. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Township and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards for wages, hours, terms and other conditions of employment.

Article 3
PREVAILING RIGHTS

This Agreement governs the wages, hours and terms and conditions of public employment covered by this Agreement. All rights, privileges, terms and conditions of employment and all other benefits enjoyed by the employees at the time of the execution of this Agreement which are not included in or changed by this Agreement shall remain in full force and effect, unchanged and unaffected in any manner, during the term of the Agreement unless changed by mutual written consent.

Article 4
MANAGEMENT RIGHTS

Section 1 Unless the Township agrees otherwise in this Collective Bargaining Agreement, nothing in Chapter 4117. of the Ohio Revised Code impairs the right and responsibility of each public employer to:

1. 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Article 5
APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all provisions of this Agreement.

Article 6
AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties to this Agreement and no provision, term or obligation contained in this Agreement shall be affected, modified, altered or changed in any respect whatsoever, except by mutual agreement of the parties.

Article 7
SEPARABILITY

Should any court of competent jurisdiction determine that any provision of this Agreement is invalid by reason of its conflict with any Federal or State of Ohio statute, the provision or provisions so affected shall no longer be operative or binding upon the parties. However, all remaining provisions of this Agreement shall continue in full force and effect.

Article 8
GENDER

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

Article 9
PROBATIONARY PERIOD

SECTION 1 Except as otherwise provided in Section 2, hereof, upon appointment, each employee shall be required to successfully complete a six (6) month (180) day probation period. The probation period will begin on the first day for which a member received compensation from the Township. Each new employee will be evaluated every thirty (30) days to monitor progress. 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 grievance rights over such removal, nor may the member appeal or otherwise challenge such termination in any Court or other tribunal or body.

SECTION 2 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 Section 1 of this Article for an additional one hundred eighty (180) day period. The Township will provide the reason (s) for its desire to extend the probation period and generally outline the area(s) recommended for improvement. 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 the optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et. seq., 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.

SECTION 3 A newly promoted member shall be required to successfully complete a one hundred eighty (180) day probation 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. The newly appointed member shall receive an evaluation each thirty (30) days of probation. If service after this probationary period is deemed to be unsatisfactory, the member subject to a promotional probationary period may, with just cause, 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 may challenge the action through the grievance procedure, which grievance shall be filed directly with the Board of Trustees within fourteen (14) calendar days of the Board action returning the member to his/her former position. The sole issue to be decided in the event of such a grievance shall be whether there was "just cause" to return the member to the member's former position. The only remedy available shall be a prospective reinstatement to the initial rank to which the grieving member was first promoted, but not necessarily to the same assignment or shift. Furthermore, an arbitrator shall have no authority to make any type of monetary award whatsoever. The term "just cause" for purposes of this Section shall mean either: (a) unsatisfactory performance (b) incompetence (c) disability. The principles of "progressive discipline" shall be applicable for this section. The demotion must be done in a hearing with seven (7) days notice to the employee. If a grievance is timely filed

as a result of returning a member to the member's former position, all subsequent promotions in the affected rank(s) shall be of a temporary duration, pending a final resolution of the grievance. If a member's grievance challenging such return is successful, then all members promoted to the affected rank(s) subsequent to the successful grievant's promotion may be returned to their former positions, and no such return shall be subject to the grievance procedure, nor may any affected member otherwise challenge such return in any court or other tribunal.

Article 10 **UNION ACTIVITY**

SECTION 1 There shall be no discrimination, interference, restraint, or coercion by the Township or any of its agents against any employee for his activity on behalf of, or membership in the Union, subject to all other terms of this Agreement.

SECTION 2 All rules, regulations and procedures of the Franklin Township Division of Fire shall be uniformly and equitably administered.

Article 11 **UNION SECURITY AND DUES DEDUCTIONS**

SECTION 1 Each full-time non-probationary employee covered by this agreement who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment to pay the Union a "fair share fee" as described and determined in the Ohio Revised Code Chapter 4117.09 (C).

SECTION 2 The Township agrees to deduct and transmit to the Treasurer of the Union, dues and general assessments of members of the Union, or "fair share fees" as described in Section One of this Article, in accordance with dues authorizations as may be supplied to the Township by employees.

Article 12
UNION BUSINESS

SECTION 1 Each employee elected to a Union office, or their designee, shall be granted the equivalent of one duty shift, that is twenty-four (24) hours, annually, to perform their Union functions, including attendance at regular monthly meetings and various special seminars, without loss of pay, provided that such time off duty with pay does not result in a reduction of on duty division personnel below the minimum numbers established in the division Manual of Operations. Union Officers and/or their designees shall not use in excess of 96 hours collectively per year, or 192 hour collectively in convention years, for this purpose. There shall be no carryover of hours to the next calendar year.

SECTION 2 The Township and the Union will make a good faith effort to schedule collective bargaining sessions and grievance hearings at times when Union representatives are not scheduled for duty. In the event that this is not possible then the Union representatives shall not suffer loss of pay for times spent in collective bargaining or grievance hearings. All hours spent in collective bargaining sessions or grievance handling shall be included in the hours for Union business referred to in Section One (1) of this article.

SECTION 3 The Township shall grant three (3) Union member a paid leave of absence to attend the biennial IAFF and OAPFF conventions provided that regular leaves cannot be used due to minimum manning requirements.

SECTION 4 In addition to the above listed Union time, the Township shall grant one (1) Union member time off to attend funerals for line-of-duty deaths within the jurisdictional boundaries of the IAFF 8th District comprising Ohio, Indiana, Michigan, Illinois and Kentucky. This time shall be charged to the 96 hours of Union Time referred to in Section One (1) provided it is available for use. In the event the aforementioned Union Time is unavailable, the member attending the funeral shall use personal time for such attendance.

Article 13
DISCHARGES, DEMOTIONS AND SUSPENSIONS

All discharges, demotions or suspensions or any other disciplinary action of or against non-probationary employee shall be only for just cause.

Article 14
GRIEVANCE PROCEDURE

SECTION 1 GRIEVANCE DEFINED.

A grievance is any unresolved question or dispute regarding the wages, hours, term or conditions of employment of Bargaining Unit members, including, but not limited to, unresolved questions or disputes concerning the interpretation and application of this Agreement, law, resolutions of the Board of Township Trustees, and Division of Fire regulations, procedures of policy.

SECTION 2 QUALIFICATIONS

A grievance can be initiated by the Union or an aggrieved member of the Bargaining Unit. When a group of Bargaining Unit members desires to file a grievance involving each member of the group in a substantially similar manner, the Union or the grievance chairman may select one or more members to process the grievance as the designated representatives of the affected group members.

SECTION 3 JURISDICTION

Nothing in this grievance procedure shall deny Bargaining Unit members or the Union any right available at law to achieve redress of their legal rights, including but not limited to, the right to file charges with the State Employment Relations Board (hereinafter referred to as SERB) when this agency has jurisdiction over the subject matter. However, once a Bargaining Unit member or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge the member or the Union is thereafter precluded from seeking a remedy under this procedure.

SECTION 4 GRIEVANCE PROCEDURE

The following steps and procedures shall be utilized in the resolution of grievances:

Step One. A Bargaining Unit member having an individual grievance will

first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the grievant within seven (7) calendar days following the day upon which the events or circumstances first happened to the grievant. At this step there is no requirement that the grievance be submitted, or responded to, in writing; however, a Union Grievance Representative, may accompany the grievant should the latter request his attendance. The immediate supervisor shall respond to the grievance within three (3) calendar days of its initiation. If the grievant is not satisfied with the response from his immediate supervisor at this step he may pursue the formal steps which follow. In doing so, the grievant must seek the assistance of his Grievance Representative.

Step Two. 1. When a Bargaining Unit member is not satisfied with his immediate supervisor's informal response to the grievance at Step One of the grievance procedure, the grievant must submit his grievance in writing to the immediate supervisor. This written grievance shall be submitted on the grievance form agreed upon by the parties, within six (6) days after the grievant has received a response to his informal step one grievance. The immediate supervisor shall date stamp the form upon its receipt.

2. Within six (6) days of receipt of the written grievance, the immediate supervisor shall affix a written, dated and signed response to the form, and return a copy to the grievant or to the Grievance Representative.

Step Three. 1. When a Bargaining Unit member is not satisfied with his immediate supervisor's written response to his grievance at Step Two of the procedure, he may appeal the grievance to the supervisor next in the formal chain of command. The grievant shall initiate this appeal by delivering, within six (6) days after receipt of the Step Two response to his grievance, a copy of the grievance form containing the written response of the grievant's immediate supervisor from Step Two, and any other pertinent documents, to the supervisor next in the formal chain of command who shall date stamp the form upon its receipt.

2. Within six (6) calendar days of the receipt of the grievance form, the supervisor next in the formal chain of command shall investigate the grievance and schedule a hearing to be held within nine (9) calendar days of the receipt of the grievance form, to discuss the grievance with the grievant.

A Grievance Representative may accompany the grievant or attend the hearing in

place of the grievant.

3. At the hearing called for in this step, the grievant and/or Grievance Representative will be permitted to give a full explanation of the grievance, and to present evidence and witnesses, and to question witnesses which the Division of Fire Administration may wish to have present. Formal rules of evidence shall not apply during these proceedings.

4. Within six (6) calendar days of the hearing described above, the supervisor who conducted the hearing shall submit a signed and dated written response to the grievant or to the Grievance Representative.

Step Four. 1. Should the grievant not be satisfied with the response to his grievance in Step Three of the procedure, he may submit the grievance to a panel of Division of Fire employees. Said panel shall be comprised of the Division Chief and two other employees appointed by the Chief for each grievance, who shall be, in the opinion of the Chief, as neutral as possible. Said employees may advise Division Chief concerning the grievance; however, the Chief shall retain the right to make the final decision.

2. The grievant shall initiate this appeal within six (6) days after receipt of the Step Three response, by delivering a copy of the Grievance Form containing the written responses from prior steps, and any other pertinent documents, to the Chief of the Division of Fire. The grievance form shall be stamped on the date of its receipt. The panel shall meet with the grievant and Designated Representative of the Union within six (6) calendar days of receipt of the grievance.

3. At the hearing called for in this step, the grievant and/or the Grievance Representative will be permitted to give a full explanation of the grievance, and to present evidence and witnesses, and to question witnesses which the Division of Fire Administration may wish to have present. Formal rules of evidence shall not apply during these proceedings. Within six (6) calendar days of the hearing, the panel shall deliver its answer, in writing, to the grievant or Grievance Representative.

Step Five

1. Should the grievant not be satisfied with the response to his grievance in Step Four of the procedure, he may appeal the grievance to the Board of Township Trustees. The grievant shall initiate this appeal within six (6) calendar days after receipt of the Step Four response, by delivering a copy of the Grievance Form containing the written responses from prior steps, and any other

pertinent documents, to the office of the Board of Township Trustees. The Grievance Form shall be stamped on the date of its receipt.

2. The grievance shall be considered by the Board of Township Trustees at its next regularly scheduled meeting or within sixteen (16) days, in Executive session, unless the grievant requests or the Board directs that the grievance be considered at the next subsequent meeting; or at the Board's option, a special meeting prior to that next subsequent regular meeting. Within seven (7) days after the meeting, the Board of Trustees or its representative, shall return to the grievant a dated and signed response to the grievance.
3. Should the grievant not be satisfied with the response of the Board of Township Trustees, he shall notify his Grievance Representative of his desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the Union.
4. Should the Union determine to proceed to arbitration, a written request for arbitration must be submitted to the Board of Township Trustees within fourteen (14) calendar days following the date of the Trustees' written response. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved based upon the Trustees' reply.
5. Upon receipt of a request for arbitration the Township and the Union shall, within fourteen (14) calendar days following the request for arbitration, jointly agree to an arbitrator or request a list of five (5) impartial arbitrators from the Federal Mediation Conciliation Services (FMCS). Upon the receipt of the list of five (5) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of five (5) submitted to the parties FMCS. The party that requested arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the right to elect to reject the list in its entirety and to request the submission of a new five (5) member panel. This election must be exercised before the striking of names commences. All procedures relative to the hearings shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.
6. The arbitrator 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

arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier than thirty (30) calendar days prior to the date the grievance was presented in writing by the grievant in Step 2 of the grievance procedure. If the question of arbitrability was raised in the grievance procedure, that question of arbitrability will be the first question placed before the arbitrator. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator, and, if practical, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding, subject only to appeal under Ohio Revised Code Chapter 2711. The cost involved to obtain the list of arbitrators and the rent, if any, of the hearing room, shall be borne equally by each party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same, provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. All costs directly related to the services of the arbitrator shall be paid by the losing party. The Township shall not be responsible for or incur any overtime expense as a result of this Article.

7. It is the parties' intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step to short time extensions. Any such extensions must be in writing, and signed by the parties. In the absence of such mutual extensions, the grievant shall, at any Step at which a response is not forthcoming within the time limits, advance the grievance to the next succeeding Step in the grievance procedure within the time frames set forth herein. Any grievance which is not processed by the grievant within the time limits provided shall be considered withdrawn. Any step in the Grievance Procedure may be waived by mutual consent. If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which is the last day of the time period prescribed for the filing of the grievance or grievance appeal, then the grievant or respondent shall be permitted to file his grievance/ appeal or issue his response on the next day on which such office is open.

SECTION 5 TIME OFF FOR PRESENTING GRIEVANCES

A Bargaining Unit member and Grievance Representative shall be allowed to pursue a grievance during their regular hours of duty with prior approval of their respective supervisors. The grievance meeting at Step Three shall be held during the Grievant's duty hours. The Grievance Representative or grievant must obtain prior approval from the grievant's immediate supervisor before conducting meetings with the grievant while the grievant is on duty. Such approval by the immediate supervisor shall not be unreasonably withheld. The meetings between a grievant and his Grievance Representative may be held at a Division of Fire Facility. Grievance Representatives shall be allowed adequate time as approved by the immediate supervisor, away from regular duties, but during regular duty hours with pay to conduct a proper investigation of each grievance. Such approval shall not be unreasonably withheld; the withholding of such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal his grievance or have it adjudicated.

SECTION 6 REPRESENTATIVES IN MEETINGS

In each Step of the Grievance Procedure outlined in Section 4, certain specific representatives shall be given approval to attend meetings therein prescribed. It is expected that in the usual grievance these will be the only representatives in attendance at such meeting. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial for other representatives, not specifically designated, to be in attendance. Each party will ordinarily be entitled to have one spokesperson from the representatives. Therefore, while either party may bring additional representatives to any meeting in the Grievance Procedure, only upon advance mutual agreement among the parties may such additional representatives have direct input; and then only when it is determined that such input may be beneficial in attempting to resolve the grievance.

SECTION 7 GRIEVANCE FORMS

The parties shall develop jointly a Grievance Form. Such form will be supplied by the Union and made available to all Grievance Representatives.

SECTION 8 CALENDAR DAYS

For the purpose of counting time, calendar days as used in this Article shall not include approved leaves or holidays.

Article 15
LABOR-MANAGEMENT COMMITTEE

SECTION 1 There shall be established a Labor-Management Committee consisting of three Township Trustees or their representatives and three Union representatives, and the Fire Chief. The Committee shall meet upon request of either party to discuss matters of mutual concern including improvements in their relations and in the operations of the Division of Fire.

SECTION 2 When a meeting is requested by either party, the meeting date and time will be set within ten (10) business days after the request is made. The requesting party of such meeting shall provide the agenda three (3) days prior to the meeting. There will be no overtime authorized for attendance at these meetings.

Article 16
RULES AND REGULATIONS

SECTION 1 The Union agrees that all employees shall comply with all Division of Fire rules, regulations and procedures, including those relating to conduct and work performance. The Township agrees that Division of Fire rules, regulations and procedures and their application shall be subject to the grievance procedures as specified in Article 14 of this Agreement.

SECTION 2 All rules, regulations and procedures of the Division of Fire in effect upon the signing of this Agreement, and all future rules, regulations and procedures, or changes in existing rules, regulations and procedures shall become a formal part thereof.

SECTION 3 The Fire Chief, three members of the Franklin Township Board of Trustees, and three representatives appointed by the Union shall sit as a permanent Committee to establish rules, regulations and procedures for the operations of the Division of Fire as they may affect wages, hours, terms and conditions of employment of Bargaining Union members, subject to final approval by the Board of Trustees and the Fire Chief. This Committee shall establish procedures by which it shall meet and accomplish its objectives. There will be no compensation for these meetings to the members.

SECTION 4 When a meeting is requested by either party, the meeting date and time will be set within ten (10) business days after the request is received. The requesting party will provide the agenda within three (3) business days of the meeting.

Article 17
PAY DAY

The Township agrees that payday shall be every second Friday and that there shall be twenty-six (26) pay periods per calendar year. It is further agreed that paychecks shall be made available to employees no later than 0700 hours on payday barring technological difficulties.

Article 18
PAYROLL DEDUCTION

Upon receipt of proper authorization from any employee, the Township agrees to deduct, from the pay of such employee, a designated sum to be forwarded to the Columbus Municipal Employee's Federal Credit Union, or to the financial institution of the employee's choice. The designated sum may be changed up to three times annually at no charge to the employee.

Article 19
JURY DUTY

An employee required to be available for jury selection or service shall receive his regular daily wage, minus jury fees, for each day which would have been worked but for such jury participation. The Fire Chief may attempt to relieve the employee from jury selection upon the request of the employee or if the Fire Chief determines that such service may interfere with Division of Fire minimum manning requirements.

Article 20
ASSIGNMENT DURING DISABILITY

SECTION 1 Any employee of the Division of Fire assigned to a less strenuous position due to health or disability shall receive all compensation and fringe benefits including accumulation of seniority attached to his highest rank or position during the term of assignment.

SECTION 2 Employees who are unable, by virtue of job related injury or illness, to perform their regularly assigned duties, may, with the written approval from the employee's physician, be requested to work a temporary light duty position. It is not an obligation on the part of the Township, to request or grant temporary light

assignments. Accordingly, the Fire Chief, in the Fire Chief's sole and absolute discretion, has the right to request or deny the placement of employees on these temporary assignments.

SECTION 3 If an employee is assigned to temporary light duty, the Fire Chief may, in the Fire Chief's sole and absolute discretion, adjust the employee's work hours during the light duty assignment such that the work hours average a forty (40) or fifty-six (56) hour workweek. Furthermore, the work hours during a temporary light duty assignment may, from time to time, be changed or otherwise revised by the Fire Chief.

SECTION 4 Benefits of an employee assigned to a temporary light duty assignment will remain on the (56) hour rate.

Article 21 **SENIORITY**

SECTION 1 Seniority among the uniformed rank of the Division of Fire shall mean the length of continuous service with the Division of Fire from the employee's most recent date of employment as a full-time fire fighter. Continuous service shall be terminated when the employee:

- (a) Resigns for any reason;
- (b) Is discharged for just cause;
- (c) Fails to return from any leave of absence granted by the Township in accordance with the terms of such leave of absence.

SECTION 2 The order of seniority among employees with the same date of employment shall be determined by the results of their entrance exam. In the event that employees with the same date have the same test score, a coin toss shall break the tie.

SECTION 3 The Division of Fire shall maintain and post annually a current seniority list. This list shall be used whenever called for, in specific Articles and Sections of this Agreement and in other cases as may be agreed upon by the Township and the Union.

Article 22
REDUCTIONS AND REHIRING OF EMPLOYEES

- SECTION 1** If a reduction of the number of employees becomes necessary, then employees of the Division of Fire shall be laid-off in the inverse order of their seniority. The Board of Trustees shall give thirty (30) days notice of any layoff.
- SECTION 2** In rehiring after a layoff, the Township agrees to reinstate employees in the inverse order in which the employees were laid off. Firefighter rehired shall return to the pay step at which they were paid when laid off and they shall be paid at the rate in effect for that pay step at the time of reemployment.
- SECTION 3** If an officer is recalled, and the position held is unavailable, he shall be returned at the highest pay step available and that officer shall be placed first on the promotional list of the next step and he shall receive the next available promotion at that step.
- SECTION 4** No new employee shall be hired until all the laid-off employees have been given the opportunity to return to work. Each laid off employee, after receiving written notice from the Township by Certified Mail that their position is again available, shall have fourteen (14) calendar days from such notification to return to work, after which time their position may be made available to another party.
- SECTION 5** If an employee is laid off with the expectation of a layoff duration time over 180 days, the employee will be provided a base-line physical, at the Township's expense, on the last day of employment. This base-line physical will be used to evaluate the reappointment at the time of reappointment. If an employee is denied reappointment, the employee has a right to appeal the decision through the grievance procedures.

Article 23
HOURS OF DUTY AND SHIFT EXCHANGES

- SECTION 1** The regularly scheduled hours of duty for the Training/EMS Coordinator & the Fire Marshall (Fire Prevention Officer) and any other employee whom the Fire Chief may deem necessary, whether on a temporary or permanent basis, shall be forty (40) hours per week, five (5) eight (8) hour days or four (4) ten (10) hour days. The scheduling of these work hours may be changed from time to time as determined by the Fire Chief on a temporary basis.
- SECTION 2** Regularly scheduled hours of duty for all employees assigned to the three platoon

system shall be twenty-four (24) hours on duty with forty-eight (48) hours off duty alternately, and fifty-six (56) hours per week averaged over a three week period. Personnel working the three platoon system shall work from 0700 to 0700 hours. The scheduling of these work hours may be changed from time to time as determined by the Fire Chief on a temporary basis.

SECTION 3 All hours not regularly scheduled shall be considered overtime, and shall include, but not be limited to:

- (a) All hours worked in excess of the regular work day and/or work week, all hours of training conducted while not on duty; and all hours spent in court or waiting for a court appearance, when subpoenaed as a witness as a result of employment with the Township.
- (b) Effective April 15, 1986, overtime shall also include, for platoon personnel, all hours worked in excess of fifty-three (53) hours per week averaged over a three week period. This provision shall be effective so long as the Township is legally required to pay overtime for hours worked in excess of fifty-three (53) hours per week.

SECTION 4 Platoon personnel who are required to work overtime, on a holdover basis at the close of their regular workday, shall receive overtime compensation for all time worked to the next highest one-tenth (1/10) of an hour. This time shall be computed from 0700 hours.

SECTION 5 All approved, paid leaves of absence, for whatever reason, shall constitute hours worked when computing regular and overtime hours as defined above.

SECTION 6 Employee's shall have the right to exchange shifts (trade time) when the shift exchange does not interfere with the operation of the Division of Fire as determined by the Rules and Regulations Committee and the Fire Chief.

SECTION 7 Any employee called in from being off-duty for an emergency or station fill-in duty shall be compensated for a minimum for two (2) hours at the employees' overtime rate.

SECTION 8 The February 29 Leap Year day, occurring each four years, shall be covered by the three platoon personnel in the following manner:

The platoon unit assigned to work on February 28 will remain on-duty for the first eight (8) hours of the Leap Day shift; the platoon unit assigned to work on March 1 will work the last eight (8) hours of the Leap Day shift; and the remaining unit of the three platoon system will work the middle eight (8) hour shift of the Leap Day.

Article 24
BASIC HOURLY RATE AND OVERTIME RATE

SECTION 1 An employee's basic hourly rate shall be determined by dividing that employee's annual salary as defined in this Agreement as follows:

- (a) For employees assigned to forty (40) hour week, divided by 2080 hours;
- (b) For employees assigned to the three-platoon system, divide by 2912 hours.

SECTION 2 Any premium pay percentage attached to an employee's annual salary for whatever reason shall be added to the employee's annual salary prior to the calculation of the employee's basic hourly rate.

SECTION 3 All hours defined as overtime in Article 23, Sections 3 and 4, with the exception of trade times, shall be paid by check at one and one-half (1 1/2) times the employee's basic hourly rate as defined in Section 1 and 2 of this Article or placed in the compensatory time bank.

SECTION 4 Employees shall be able to request the (3) hours of compensatory time be added to their bi-weekly pay or add (78) hours to their compensatory time bank on January 1st of each year. A request to change, pay or time bank, must be in writing, given to the Fiscal Officer no later than December 15th for the next year and can not be changed during the year. Compensatory time shall be unlimited maximum accrual in one calendar year and shall not be carried over from year to year. Any accumulation of compensatory time, not paid out or taken as paid leave will be paid in the year earned, in full as a separate check, the first pay period of December. If an employee is credited with compensatory time and subsequently leaves the employ of the Township, then all compensatory time representing those hours occurring after such break in service shall be forfeited without compensation. In the event the employee 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 employee, and each employee hereby authorizes this deduction and shall sign a proper authorization in favor of the Township reflecting this authorization.

Article 25
PROMOTIONS IN RANK

SECTION 1 Positions of responsibility beyond the rank of Firefighter shall be defined as promoted ranks. Vacancies in the promoted ranks shall be filled by competitive examinations only and promotions shall be only by successive ranks.

SECTION 2 There shall be biennial examinations conducted and lists of candidates established. The names of the candidates shall be placed on the eligible list in accordance with their final grade. The Board of Township Trustees, on the advice of the Fire Chief, shall have the right to choose the candidate to be promoted from the top three candidates on the current eligible list. However, bypassing the top candidate on the eligible list shall be only for just cause.

SECTION 3 Eligible lists established as provided shall continue for two years. In the event a vacancy occurs prior to the expiration of the two year period, the list shall continue for the purpose of filling such vacancy until the vacancy has been filled. The two year time period shall be from certification date to certification date. Certification date shall be December 31.

SECTION 4 Where an eligible list exists and a vacancy occurs which may be filled from such eligible list, the vacancy shall be filled within a period of not more than thirty (30) days from the date of such vacancy.

SECTION 5 The term “final grade” as used in this section shall mean the sum total of all points granted during a promotional examination consisting of a written exam score, an assessment center score (as described in Section 11 of this Article), and seniority points (as described in Section 12 of this Article). In the event that two or more candidates receive final grades of equal score (a tie), the candidates will be placed on the promotional eligibility list by using the scores from the written examination. In the event one or more of the candidates have equal scores on the written examination, a drawing will be held by the Fire Chief by placing the names into a container which will be blind drawn into the order of placement on the promotional eligibility list
(the first drawn out placed first etc.).

SECTION 6 No person shall be eligible to take the examination for Lieutenant unless he has completed five (5) years at the rank of full-time Firefighter. No person shall be eligible to take the examination for Captain unless he has completed two (2) years at the rank of Lieutenant. All said time shall be computed from the date of appointment to current rank. Said person(s) shall be eligible to sit for the exam if

he has completed the necessary time in rank by December 31st of the year of the promotional exam.

SECTION 7 In those cases where there are less than two persons in the next lower rank who have completed two years service therein and are willing to take the examination for the next higher promoted rank, the two years service requirement shall not apply. If not applying the two year service requirement does not produce two persons eligible and willing to compete, then the same method shall be followed by going to successively lower ranks until two or more persons are eligible and willing to compete in an examination. Once two or more eligible candidates willing to take the examination have been identified, and the examination has been scheduled, the Township will have satisfied the elements necessary for the conduct of the subject examination. Should one or more of the eligible/willing candidates withdraw or otherwise be unable to compete in the examination process, at any time subsequent to the initial scheduling of the examination, the Township may proceed to conduct the examination with the remaining candidate(s), and certify the necessary eligible list(s). In the event that two persons cannot be found who are willing to compete for such examination, the one person who is willing to compete shall be appointed to fill a vacancy after passing a qualifying examination.

SECTION 8 Written examinations shall be conducted at least thirty (30) days prior to the expiration of any existing list for a promoted rank, by persons not associated with the Division. Questions shall relate to those matters which test the ability of the person examined to discharge the particular duties of the position sought, i.e., Captain or Lieutenant. Questions shall be of the objective type only. No questions shall be asked on the written examination, which are taken from sources other than those provided each candidate. All written examinations shall have a final score equivalent to 50 points; regardless of the number of questions on the written exam. The written exam score, in addition to the assessment center points, and seniority points will be summed to form a final score (i.e. the highest possible grade on a promotional exam is 110 points; 50 points written, 50 points assessment, plus 10 seniority points). A candidate shall have his name placed in the proper position on the promotional list, with the person with highest number of points being first and others ranked in descending order.

SECTION 9 After a written examination has been given and prior to the grading of such examination papers, each participant in said written exam shall have a period of five (5) days, exclusive of Saturdays, Sundays and holidays, to inspect the

questions, the grading keys and the answers to the examination, and to file any protest he may desire. These protests shall be in writing to the exam proctor and shall remain anonymous. All protests with respect to grading keys and answers shall be subject to appeal by means of the Division grievance procedure. If the proctor finds an error or errors in the grading key, within five (5) days of his finding of such error or errors, he shall publish a revised grading key. The revised grading key and answers shall then be available to participants for a period of five (5) days, exclusive of Saturdays, Sundays, and holidays, subsequent to such determination of error or errors. After the grading of such written exam papers, any participant in the examination who believes that his examination papers have been erroneously graded, shall have the right to appeal through the Division grievance procedure. The original examination papers and answer sheets shall remain under the strict security of the Fire Chief for the duration of the eligibility list.

SECTION 10 On the day of the written examination, only those employees who have notified the Fire Chief in writing of their intent to take the examination shall be allowed into the examination room to sit for the exam. The only other persons allowed in the room will be the proctors and the Division Fire Chief. Once participants have viewed the examination papers, anyone leaving the examination room shall be accompanied by a proctor. Any participant leaving the examination room permanently due to sickness or any other emergency shall receive credit for only those questions answered prior to his departure. Starting and stopping times shall be established by the proctor. In the event of an emergency or development not foreseen in these procedures, participants shall be guided by the decision of the proctor. Should his decision result in a perceived prejudice toward any participant, the resultant effect may be appealed through the Division grievance procedure.

SECTION 11 Once the final written scores have been determined, and after the protesting time period, all those candidates with a passing score of seventy percent (70%), or better, will be evaluated through an Assessment Center. To be considered for the promotable position, the candidate must have a minimum passing score of 70% on the written test, plus attend the entire Assessment Center evaluation. Dates, times, and location of the Assessment Center will be posted at each fire station at least fourteen days (14) prior to the Assessment Center. Every effort will be made to have the Assessment Center completed within thirty (30) days of the written examination date. The person or company doing the Assessment Center will be

agreed upon by the Union and the Board of Trustees. This group or company will have a background and knowledge of the fire service. The Assessment Center will be designed around Franklin Township Division of Fire as much as possible. A meeting will be held prior to the Assessment Center between the candidates and person(s) administering the Assessment Center to explain the procedures of the Assessment Center and answer any questions the candidates may have. This meeting will be held in a location in Franklin Township determined by the Fire Chief. The final score of the Assessment Center will be the equivalent of fifty (50) points.

SECTION 12 Employees shall have seniority points added to their final exam score using the following criteria: For each year of complete service after five (5) years through fifteen (15) completed years, one (1) seniority point. In no case shall the total amount of seniority points added to a written score exceed ten (10) points. In computing the credit for seniority, half the credit above set out shall be given for a half year of service. Credit for seniority shall be based only upon service in the Division as set forth in the appropriate article of the current bargaining agreement between Local 1441 IAFF and the Township, and as provided below. When service in the Division is interrupted by service in the Armed Forces of the United States, seniority credit for military service shall be granted in promotional examination for the time so served. No additional credit for military service shall be allowed in promotional examinations.

SECTION 13 At least one hundred and eighty (180) days prior to the expiration date of any established promotional eligibility list, a written notice shall be posted in each fire station of the Division declaring that a new promotional examination will be given. Said notice shall contain the date and time of the examination. Within twenty (20) calendar days following the posting of the afore-mentioned notice, all potential candidates shall notify the Fire Chief, in duplicate, on a form provided by the Division, of their intent to participate in said exam. Candidates are solely responsible for assuring that their applications reach the Fire Chief.

SECTION 14 At least one hundred and sixty (160) days prior to the expiration of any established eligibility list, all source materials from which the written examination questions are to be taken, will be posted. Test source materials will be purchased by the candidate at a cost not to exceed one hundred and fifty (\$150) dollars. At least thirty (30) days prior to the date of any promotional examination, all information regarding the date, time, and location that the exam will take place, and any other information deemed necessary by the Fire Chief, shall be posted at

each fire station.

SECTION 15 Should appeals by any individual participant delay the promotional process past the expiration date of an existing eligible list, and a vacancy then occurs prior to the appointment of a new list, then the working-out-of-class provisions of this Agreement shall apply.

Article 26

WORKING OUT OF CLASS

SECTION 1 The top three scoring firefighters on the most recent promotional examination shall be assigned, one each, to the three platoons as designated by the Fire Chief. These firefighters shall be designated as the Acting Fire Lieutenant of each respective unit.

SECTION 2 In the event that any of the top three scoring firefighters refuses to take the position as an Acting Lieutenant, his name will be placed on the bottom of the current promotional list.

SECTION 3 In the absence of the regularly promoted Lieutenant, the Acting Lieutenant will accept responsibilities, duties and compensation of the regularly promoted Lieutenant.

SECTION 4 In the event that the firefighter designated as Acting Lieutenant of the unit is absent or cannot be placed on the engine company due to staffing difficulties, the Captain shall designate the firefighter who will temporarily assume the position of Acting Lieutenant.

SECTION 5 Any Acting Lieutenant vacancies shall be filled by the next highest scoring firefighter on the most recent Lieutenant's promotional examination.

SECTION 6 In the absence of the regularly promoted Captain of the unit, the Lieutenant assigned to that unit shall accept the duties, responsibilities and compensation as acting Captain.

SECTION 7 During time periods so designated by the Fire Chief, the Fire Chief may designate the highest ranking officer on duty to assume the duties, responsibilities, and compensation as the Acting Fire Chief.

SECTION 8 An Acting Fire Chief shall be compensated at the regular hourly rate of the Fire Chief for such hours as designated by the Fire Chief.

SECTION 9 Acting Fire Officer positions shall be filled only by successive ranks.

SECTION 10 Any employee of the Division of Fire who is required or assigned to accept the responsibilities must carry out the duties of a position or rank above that which he

presently holds shall be paid at the basic hourly rate of pay for the higher position or rank for the number of hours required or assigned. An employee so acting must work a minimum of one (1) hour at such position to qualify for this pay.

SECTION 11 When an employee is working out of class and receiving pay at the higher basic hourly rate of pay, all provisions of this Agreement pertaining to hourly compensation or any other benefit based upon hourly rate shall be paid that employee at the higher rate of pay while at the higher class.

SECTION 12 The above provisions do not apply when a regularly promoted fire officer is on duty but away from his Company, provided that he is available for response to alarms with his Company.

SECTION 13 The Rules and Regulations Committee shall establish the procedures by which the above provisions shall be implemented.

Article 27

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

A Joint Occupational Safety and Health Committee shall be established, composed of the Fire Chief and one Fire Officer appointed by the Fire Chief, and two members of the Union's Occupational Safety and Health Committee. This Committee shall meet upon request of either party to discuss matters relating to the occupational safety and health of Division of Fire employees. The Joint OSHA Committee shall have the authority to establish safety standard and procedures for employees in conjunction with the Rules and Regulations Committee, subject to final disapproval by the Board of Township Trustees.

Article 28

DRUG TESTING

SECTION 1 Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. It is recognized that the Township has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

SECTION 2 The Fire Chief shall order any employee of the Department to undergo a drug or alcohol screening test whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. Additionally, any employee who, while operating a Township vehicle or other piece of equipment, is involved in an accident resulting in damage amounting to \$2,000 or more, shall undergo such testing.

SECTION 3 If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Township may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment 0.08 percent, as outlined under O.R.C. 4511.19 (3). The Township may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory tests shall be made by a medical professional or institution qualified to administer such a test.

SECTION 4 An employee who notifies the Department that he is an alcoholic or a drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, if a retest demonstrates that the employee is no longer an alcoholic or drug addict, the employee shall return to an available position for which he is qualified. Such employee may be subject to periodic retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

SECTION 5 If the employee: (a) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (b) fails to complete a program of rehabilitation or detoxification; or (c) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be discharged.

SECTION 6 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

SECTION 7 The Township shall pay for drug and alcohol screening and confirmatory test. All

costs related to participation in a rehabilitation or detoxification program shall be paid by the employee. The employee may utilize any insurance coverage(s) that may be available.

Article 29 **UNIFORMS**

SECTION 1 All uniforms, including shoes and all protective clothing and protective devices required of employees in the performance of their duties. shall be furnished without cost to the employees by the Township, excluding socks and underwear. Nothing in this article shall be construed to prevent an employee from providing a particular piece of protective equipment at personal expense for an employee's personal use, with the approval of the Joint OSHA Committee.

SECTION 2 The standard issue for employees working a three platoon system shall consist of the following:

- 4 Pairs of navy blue fatigue pants
- 4 Fatigue shirts – dark blue
- 4 T-Shirts – dark blue
- 1 Belt, firefighter's silver trim; officers' gold
- 1 Pair shoes
- 1 Class A dress uniform
- 1 Dress hat
- 1 Dress white shirt with badge and name tag reinforcements
- 1 Black tie
- 1 NFPA approved jacket 1 "Squad Jacket" or 1 "Job Shirt"
- Embroidery on all shirts – Officers' gold, firefighters' white

SECTION 3 The standard issue for employees working a forty-hour week and required to dress in class "A" or "B" uniform of the season shall consist of the following:

- 5 Pairs of navy blue fatigue pants
- 5 Fatigue shirts – dark blue
- 2 T-Shirts – dark blue
- 1 Belt, firefighter, silver trim; officers' gold
- 1 Pair shoes
- 1 Class A dress uniform
- 1 Dress hat
- 2 Dress white shirts with badge and name tag reinforcements

1 Black tie

1 NFPA approved jacket, 1 “Squad Jacket” or 1 “Job Shirt”

Embroidery on all shirts – Officers’ gold, firefighters’ white

SECTION 4 The Township has the right to change the style, type and design of any and all required uniforms (including shoes, protective clothing and protective devices), provided that the Township bears the cost of such change.

SECTION 5 The required uniforms and safety clothing will be replaced on as-needed basis following bi-annual Department inspections, held the second Monday, Tuesday and Wednesday of April and October, by the Fire Chief.

SECTION 6 Fire uniforms may not be worn off duty. Employees bear the cost of replacing those uniforms damaged through their neglect.

SECTION 7 Except for damage caused, at least in part, by the employee’s negligence and except to the extent covered by insurance, an employee will be allowed to turn in glasses, contact lenses, watches and hearing aids which are damaged in the line of duty and those items will, at the discretion of the Board of Trustees, be repaired or replaced, provided that the cost of the repair or replacement does not exceed the following monetary limitations: glasses or contact lenses--up to \$200.00; watches--up to \$75.00; hearing aids--up to \$500.00. A report must accompany all requests for reimbursement under this article.

SECTION 8 Upon termination, employees shall return to the division all equipment, protective clothing, uniforms and devices. Upon retirement, the dress uniform, badges, and helmet become the property of the retiree.

SECTION 9 The Township agrees to provide any employee with a corrective lens restriction on their Ohio Drivers license, prescription lens and frames specifically designed for the use with self-contained breathing apparatus at a cost not to exceed one hundred fifty dollars (\$150.00).

SECTION 10 The Township will provide boots/shoes at a cost of no more than \$200.00 bi-annually. This section is written with the understanding that the average pair of shoes, (market price) is such that the dollar amount limit will afford the best shoe possible at a reasonable price and may be adjusted to reflect such.

Article 30
COMPENSATION AT RESIGNATION,
DISMISSAL, RETIREMENT OR LAYOFF

SECTION 1 Any employee who resigns, is dismissed, or laid-off is eligible and shall be compensated accordingly for all of his accumulated overtime, compensatory time, holiday time and vacation time, including prorata pay for the current year at his current rate of pay.

SECTION 2 Any employee who retires subject to the provisions of the State of Ohio Police and Firemen's Disability and Pension Fund shall be compensated accordingly for all of his accumulated overtime, compensatory time, holiday time, a maximum of three (3) years of accumulated vacation time and all his accumulated sick time to a maximum of 800 hours for 56 hour employees and 571 hours for 40 hour employees including prorata pay for the current year at his current rate of pay, in accordance with any further provisions of this Agreement. Sick time payout shall be calculated in the following manner:

- a. Any employee hired after January 1, 1984 shall be paid, at the employee's current hourly rate, for 33.3% of his accumulated sick leave. (Maximum 800 hours)

EXAMPLE: 2400 hours x 33.3% = 800 hours

Article 31
MILEAGE ALLOWANCE AND PARKING FEES

Employees required by the Fire Chief to use their private automobiles for Division of Fire business, except for changing fire station assignments, shall be compensated for mileage traveled at a rate equal to the same current IRS rate and for reasonable parking fees incurred.

Article 32
MILITARY LEAVE

SECTION 1 All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, without loss of pay, for such time as they are called upon to receive actual temporary military training for time periods not to exceed thirtyone (31) days in any one calendar year; provided, however, that the maximum amount of paid military leave time shall not exceed 176 hours in any one calendar year.

SECTION 2 Employees who are inducted into permanent service with the Armed Forces of the United States for periods not in excess of two (2) years, shall, upon returning from the service, have the right to re-apply for their position with the Division of Fire when the next position becomes available. This person shall have precedence over any other person waiting to be rehired. Upon reinstatement the employee shall be credited with all seniority due for the number of months spent in the Armed Forces of the United States and shall be assigned to the pay range and pay step that employee would currently occupy but for the time in service with the Armed forces of the United States. No reimbursement of money or benefits other than seniority shall apply to that employee for the time spent in the services of the Armed Forces of the United States.

SECTION 3 When an employee is off on any type of military leave, the military leave shall not count as one of the two 56 hour employees allowed off per day.

Article 33
INJURY LEAVE

SECTION 1 A fully paid leave of absence of ninety (90) calendar days shall be allowed to each full-time employee for each individual on duty injury or job related illness. This leave of absence need not be taken in ninety (90) consecutive days and may be divided into increments.

SECTION 2 The Fire Chief shall certify to the Board of Township Trustees that an employee is off-duty on injury leave by submitting a form describing the circumstances surrounding the injury and/or illness.

SECTION 3 Whenever an employee is required to stop working because of an injury or other

job related disability, he shall be paid for the remaining hours of that workday, or shift, at his regular rate and that time shall not be charged to any leave of absence of any kind.

SECTION 4 Employees certified off duty on injury leave shall file the applicable form(s) with the Ohio Bureau of Workers' Compensation for lost wages and remit any such payment(s) to the Franklin Township Board of Trustees. After injury leave is approved by the Board of Trustees and the Bureau of Worker's Compensation's final disposition of the claim disapproves wage and or salary benefits with the claimed on duty injury or job related illness, then injury leave shall be discontinued and injury leave initially granted shall be charged to the employee's accrued but unused sick leave, vacation leave, holiday time and/or compensatory time balance(s). In the event that these balances are insufficient to cover the injury leave for the excess amounts so paid the employee, such repayment may, at the option of the Board of Trustees, be automatically deducted from other monies owed to or become owing to the employee, or, if the Board so desires, the amounts may be recouped from any type of future leave time to be credited, or in any combination thereof, or in such other or additional manner as the Board of Trustees may direct.

Article 34 **SICK LEAVE**

SECTION 1 Each full-time employee covered by this Agreement regularly working an average 40-hour workweek shall accrue sick leave with pay of 4.616 hours for each completed pay period.

SECTION 2 Each full-time employee, regularly working an average workweek of 56 hours on the three-platoon system shall accrue sick leave with pay of 6.462 hours for each completed pay period.

SECTION 3 There shall be no maximum accumulation of sick time.

SECTION 4 Sick leave with pay shall be granted for the following reasons:

- (a) Sickness or injury of the employee himself, except duty injuries, or job related illnesses of the Division of Fire which shall not be charged to sick leave.
- (b) Medical, dental, optical consultation or treatment of employee. Such appointments while credited to sick leave will be scheduled in the same manner as compensatory time off.

- (c) Sickness of a member of the immediate family including spouse, dependent children, mother, father, mother-in-law and father-in-law. Employees working an average 40-hour work week shall be granted not more than five (5) workdays in any calendar year for sickness in the immediate family. Employees working an average workweek of 56 hours under the three platoon system shall be granted not more than 48 hours in any calendar year for sickness of a member of the immediate family. The Fire Chief may, in special cases where he deems that more than the normal time periods provided are above the necessary, recommend in writing to the Board of Township Trustees that such time limits be extended. The Board may then approve or disapprove such recommendations they determine.
- (d) Quarantine of an employee because of exposure to a contagious disease, other than exposure in the line of duty where the provisions of paragraph (a) apply. Fire Chief shall require a certificate of the attending physician before paying any employee under this paragraph.

SECTION 5 Sick leave with pay shall be charged in the following manner.

- (a) For employees regularly working an average 40-hour workweek, one (1) hour shall be deducted from sick leave bank for each one taken off-duty.
- (b) For each employee regularly working an average workweek of 56 hours under the three-platoon system, one hour shall be deducted from the sick leave hour bank for each one taken off-duty.

SECTION 6 When an employee is transferred from the 40-hour workweek to the 56-hour workweek his accumulated sick leave balance shall be recomputed for the 56-hour workweek by multiplying the accumulated sick leave hours by a factor of 1.40. When an employee is transferred from a 56-hour workweek to a 40-hour workweek, his accumulated sick leave hours shall be recomputed for the 40 hour workweek by multiplying the accumulated sick leave hours by a factor of 0.714.

SECTION 7 Sick leave pay-off at retirement shall be as provided for in Article 30 of this Agreement. When an employee dies while in paid status, regardless of the length of service or the number of accumulated sick leave hours to his credit, all hours to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased using the formula described above.

SECTION 8 Sick leave with pay shall accrue only for service as an employee of Franklin Township.

SECTION 9 Upon appointment, a firefighter shall be granted 71.08 hours of sick leave credit.

Eligibility for additional accrual of sick leave with pay shall not begin until completion of the eleventh pay period following appointment. During the first eleven pay periods, if the firefighter is off duty, and utilizing sick leave, the appropriate number of hours shall be deducted from his hour bank based upon the rates established in section 5, (a) and (b) of this Article. An employee who terminates his employment, or is terminated by The Township and owes the Township sick leave, shall be required to pay back to the Township any amount of sick leave taken, which was not earned.

SECTION 10 When an employee with less than eleven pay periods of service becomes ill and must be absent from duty due to such illness for a period time which exceeds his accumulated sick leave and is five (5) calendar days or longer in duration, the first day of which is a duty day, such employee may be continued, in paid status, on an advance sick leave at the discretion of the Board of Trustees for up to ten (10) days.

SECTION 11 Sick leave may be approved in multiples of one hour, provided that if an employee reports for duty, he may not then take time off on sick leave for reasons provided for in Section 4 (b) of this Article if said time off would result in a reduction of manpower below the minimum levels set forth in the current Rules and Regulations. In all cases the scheduling of sick leave for appropriate purposes as described in section 4 (b) of this Article shall not take precedence over earned time or vacation leave of absence.

SECTION 12 When a 56 hour employee has been off duty on sick leave for more than one working day, he must have a certificate from his physician certifying that he is capable of returning to duty. When a 40 hour employee has been off duty on sick leave for more than three (3) working days, he must have a certification from his physician certifying that he is capable of returning to duty.

SECTION 13 On each employee's fifth anniversary date of employment, and on each subsequent anniversary date of his/her date of employment, the employee may choose to transfer a portion of his/her unused sick leave, i.e., that credited to his/her unused sick leave bank as of the respective anniversary date, to his/her compensatory time bank, subject to the following formula:

56 Hour Employee

0-24 hours sick leave used during the preceding 12 months – allowed to transfer 48 hours sick leave to comp time bank;

25-48 hours sick leave used – allowed to transfer 24 hours sick leave to comp time bank;

49+ hours sick leave used – not allowed to transfer any sick leave to comp time bank.

40 Hour Employee

0-17 hours sick leave used during the preceding 12 months - allowed to transfer 34 hours sick leave to comp time bank;

18 -34 hours sick leave used - allowed to transfer 17 hours sick leave to comp time bank

35+ hours sick leave used - not allowed to transfer any sick leave to comp time bank

The 56 hour Employee must have at least 840 hours of accumulated sick time , on their anniversary of employment, in their sick leave bank to be eligible to use this time transfer policy.

The 40 hour Employee must have at least 600 hours of accumulated sick time, on their anniversary of employment, in their sick leave bank to be eligible to use this time transfer policy.

Article 35
BEREAVEMENT LEAVE

SECTION 1 In addition to any other paid leave of absence, each full-time employee shall receive twenty-four (24) hours of time off duty with full compensation upon the death of any member of the employee's immediate family. With the written approval of the Fire Chief an employee may use sick leave time to take additional time off duty for bereavement under the other conditions of this Article.

SECTION 2 The employee's immediate family is defined as follows: current spouse, children, stepchildren, grandchildren, step-grandchildren, father, mother, current stepfather and stepmother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, half brother, half sister, current stepbrother, current stepsister, grandmother, grandfather, current step-grandfather, current step-grandmother, current mother-in-law, current father-in-law, current grandparents-in-laws, and any other such person as may be determined by the Fire Chief to constitute "immediate family" upon submission of a written request from an employee.

Article 36
HOLIDAY COMPENSATION

SECTION 1 Each full time employee with a minimum of six (6) months service, pursuant to the provisions of the Ohio Revised Code: Section 511.10, shall receive holiday time for the currently recognized State of Ohio holidays as follows:

- (a) Employees working the 40-hour week, eight (8) hours of holiday time for each holiday.
- (b) Employees working the 56-hour week, twelve (12) hours of holiday time for each holiday.

Each full time employee shall receive holiday time credit for any holidays occurring during the first six (6) months service following the successful completion of such service.

SECTION 2 Employees working the 40-hour week may elect not to work on a holiday. For each holiday not worked, no holiday time will accumulate. In the event that a holiday falls on a Saturday, the preceding Friday shall be considered the holiday, and if the holiday falls on a Sunday, the following Monday shall be considered the holiday.

SECTION 3 Employees working the 56-hour week on the three platoon system are entitled to

the twelve (12) hour compensation for each holiday observed regardless of whether the employee is scheduled to work on that day.

SECTION 4 An employee qualifying for holiday time on the first day of January shall be credited with the applicable number of holiday credit hours for the holidays listed in the Ohio Revised Code: Section 511.10, which time shall accrue on a calendar year basis and be credited on each January 1st. Any special holiday proclaimed by the President or Governor will be compensated in accordance with the provisions applicable to legal holidays as set forth in this Article. Notwithstanding the foregoing, an employee who first qualifies for holiday time other than January 1st shall only be credited for those holidays remaining in that calendar year during which such employee first qualifies for holiday time, with this time to be credited on the first day following the day on which the employee qualifies for holiday time. The number of holiday hours to be credited to qualified employees shall be one hundred-twenty (120) hours unless additional holidays are granted.

SECTION 5 Holiday time shall be scheduled in advance with the approval of the Fire Chief or his designee and shall be taken in one (1) hour increments. When holiday time is used, it shall be deducted from the employee's credit on the basis of one (1) hour of absence from previously scheduled work.

SECTION 6 Holiday time is not cumulative from year to year. Employees shall have one hundred-twenty (120) hours of holiday time added to their time bank on January 1 of each year. Payment of the unused holiday time shall be made the first pay period of December of the year earned. Payment for unused holiday time will be based on the employee's regular hourly rate as of the close of each such calendar year.

SECTION 7 If an employee is credited with holiday time and subsequently leaves the employment of the Township, then all holiday time representing those hours holidays occurring after such break in service shall be forfeited without compensation or thereof. In the event the employee 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 employee, and each employee hereby authorizes this deduction and shall sign a proper authorization in favor of the Township reflecting this authorization.

Article 37
VACATIONS

SECTION 1 The vacation year for employees shall end at the close of business on the last day of the first pay period that ends in January.

SECTION 2 Each employee working an average 40-hour week shall accrue vacation leave by pay period based on years of active service as established in the schedule contained in Section Three (3) of this article. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of active service is completed.

SECTION 3 The following vacation accrual schedule shall be established for employees working the average 40-hour week.

<u>Length of Active Service</u>	<u>Hours Accrued per Pay Period</u>
less than 5 years	3.96
5 years but less than 10	5.93
10 years but less than 15	7.25
15 years or more	9.89

SECTION 4 The maximum number of vacation hours that may be accrued based upon years of active service for employees working an average 40-hour week, as of the end of a vacation year, are as follows:

<u>Length of Active Service</u>	<u>Maximum Accrual of Vacation Hours</u>
less than 5 years	206
5 years but less than 10	308
10 years but less than 15	377
15 years or more	514
over 20 years*	771

* This maximum accrual step shall be only valid for employees who had 15 years of credited service into the Police and Fire Disability and Pension Fund prior to December 31, 1989.

SECTION 5 Each employee working an average week of 56 hours under the three platoon system, shall accrue vacation leave by pay period based on years of active service as established in the schedule contained in Section Six (6) of this article. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of active service is completed.

SECTION 6 The following vacation accrual schedule shall be established for employees working an average week of 56-hours under the three platoon system.

<u>Length of Active Service</u>	<u>Vacation Hours per Pay Period</u>
less than 5 years	5.54
5 years but less than 10	8.31
10 years but less than 15	10.15
15 years or more	13.85

SECTION 7 The maximum number of vacation hours that may be accrued based upon years of active service, as of the end of a vacation year, are as follows:

<u>Length of Active Service</u>	<u>Maximum Accrual of Vacation Hours</u>
less than 5 years	288
5 years but less than 10	438
10 years but less than 15	528
15 years or more	720
Over 20 years*	1080

* This maximum accrual step shall be valid for employees who had 15 years of credited service into the Police and Fire Disability and Pension Fund prior to December 31, 1989.

SECTION 8 At the end of each calendar year employees shall be paid for vacation balances in excess of the maximums fixed by Sections Four (4) and Seven (7) of this Article upon certification of the Fire Chief and approval of the Board of Township Trustees that due to an emergency, vacation leaves were made impossible or impractical. It shall be further agreed that vacation leaves shall be canceled only in the event that such an emergency exists.

SECTION 9 Except as otherwise specifically required by Ohio Revised Code; Section 9.44 (as such Section was amended on or about June 24, 1987, as well as future applicable amendments of that Section), employees shall accrue vacation credit based upon years of continuous active service with Franklin Township as a full-time firefighter / paramedic.

SECTION 10 When an employee working under the 56-hour week, three platoon system is transferred to the 40 hour week, the factor of .714 is used to convert vacation time. When an employee working the 40-hour week is transferred to the 56-hour week, three platoon system, the factor of 1.4 is used to convert his vacation time.

SECTION 11 When an employee dies while in paid status in the Township service, any unused vacation leave to his credit shall be paid in lump sum to the surviving spouse or the estate of the deceased.

SECTION 12 No employee shall receive or be paid for vacation until that employee has worked twenty-six (26) pay periods for which he has earned vacation credit.

SECTION 13 Vacation leave may be taken in increments of one tenth (1/10) of one hour at the request of the employee and with the approval of the Unit Fire Officer. This provision shall be subject to applicable procedures developed by the Rules and Regulations Committee.

SECTION 14 In choosing vacations, each unit shall choose on a unit-wide basis, based on seniority, and without regard to rank, subject to the procedures established by the Rules and Regulations Committee.

Article 38 **INSURANCE**

SECTION 1 The Township agrees to provide Vision care, Dental care, Group Hospital, Surgical and Major Medical Insurance for all employees and their families. The Township further agrees to provide Group Life Insurance in the amount of \$25,000 per employee. The Township further agrees to pay one hundred percent (100%) of the costs, and maintain group liability insurance for an amount not less than one million dollars (\$1,000,000.) coverage for employees performing the duties of EMT-A and EMT-P as certified by the State of Ohio.

SECTION 2 Union members shall contribute towards the cost of Group Hospital, Surgical and Major Medical Insurance. These contributions shall be deducted from the employees' gross pay on a bi-weekly basis.

SECTION 3 The following pay ranges are hereby established as the "Employee Contribution to Insurance" and are to be applied to the situations as indicated below.

SECTION 4 Hereinafter "Single" coverage shall be classified as coverage for the employee only. "Employee + Child" shall be classified as coverage for the employee and non-spouse dependents. "Employee + Spouse" coverage shall be classified as coverage for the employee and their spouse. "Family" coverage shall be classified as coverage for the employee, spouse, and non-spouse dependents.

SECTION 5 The Union agrees to pay ten percent (10%) of the group hospital, surgical and major medical insurance premium per month, effective March 1, 2018 until February 28, 2021. However, should the Township's premium costs for such insurance increase by more than twelve (12%) percent for calendar year 2019, this agreement will reopen, effective February 28, 2019, solely for bargaining with respect to Article 38. Similarly, should the Township's premium costs for such insurance increase by more than twelve (12%) percent for calendar year 2020 (over 2019 rates) this agreement will reopen, effective February 28, 2020, for bargaining with respect to Article 38.

SECTION 6 Should the Township intend to explore a change in the insurance carrier(s) or coverage, then the Township shall give the Union notice of such intent and an opportunity to discuss same. Upon prior notification to the Union, the Township retains the right to change insurance carriers and/or to self-insure for all or any portion of the insurance coverage (s) provided by the Township, provided that the benefit levels are equivalent to existing benefit levels. Prior to changing carrier(s) and/or coverage, the Township shall provide the Union with a written description of the proposed change. The Union shall forward its reply to the Township within ten (10) business days after such notification as to its position on the matter. Under no circumstances shall any change result in benefit levels that are not equivalent to existing benefit levels, without the advance agreement of the Union.

SECTION 7 The Union shall nominate a Committee to assist the Trustees in implementing this article.

Article 39
FIRE PAY PLAN

SECTION 1 The following pay ranges and hourly rates are hereby established as the “Fire Pay Plan” and are to be applied to the several positions as indicated below. All pay increases shall be effective beginning with the first full pay period following the expiration of a previous pay step or pay plan.

These pay ranges shall be effective March 1, 2018 and shall remain in effect until midnight February 28, 2019 and are subject to further provisions of this Agreement.

Pay Range	FFI	FFII	FFIII	FFIV	FFV	LT	CAPT
Annual	\$45,121	\$47,448	\$54,222	\$61,005	\$67,765	\$75,897	\$85,006
Hourly - 56	\$15.49	\$16.29	\$18.62	\$20.95	\$23.27	\$26.06	\$29.19
Hourly - 40	\$21.69	\$22.81	\$26.07	\$29.33	\$32.58	\$36.49	\$40.87
Overtime - 56	\$23.24	\$24.44	\$27.93	\$31.42	\$34.91	\$39.10	\$43.79
Over<me - 40	\$32.54	\$34.22	\$39.10	\$43.99	\$48.87	\$54.73	\$61.30
Bi-Weekly	\$1735.42	\$1824.92	\$2085.46	\$2346.35	\$2606.35	\$2919.12	\$3269.46
***Bi-Weekly Prem						\$78.18	\$87.57

These pay ranges shall be effective March 1, 2019 and shall remain in effect until midnight February 28, 2020 and are subject to further provisions of this Agreement.

Pay Range	FFI	FFII	FFIII	FFIV	FFV	LT	CAPT
Annual	\$46,926	\$51,320	\$56,391	\$63,445	\$70,476	\$78,933	\$88,406
Hourly - 56	\$16.11	\$16.94	\$19.36	\$21.79	\$24.20	\$27.10	\$30.36
Hourly - 40	\$22.56	\$23.72	\$27.11	\$30.50	\$33.88	\$37.95	\$42.50
Overtime - 56	\$24.17	\$25.42	\$29.05	\$32.68	\$36.31	\$40.66	\$45.54
Overtime - 40	\$33.84	\$35.59	\$40.66	\$45.75	\$50.82	\$56.92	\$63.75
Bi-Weekly	\$1804.84	\$1897.92	\$2168.88	\$2440.20	\$2710.60	\$3035.88	\$3400.24
***Bi-Weekly Prem						\$81.31	\$91.07

These pay ranges shall be effective March 1, 2020 and shall remain in effect until midnight February 28, 2021 and are subject to further provisions of this Agreement.

Pay Range	FFI	FFII	FFIII	FFIV	FFV	LT	CAPT
Annual	\$48,334	\$52,859	\$58,083	\$65,349	\$72,590	\$81,301	\$91,058
Hourly - 56	\$16.59	\$17.45	\$19.95	\$22.44	\$24.93	\$27.92	\$31.27
Hourly - 40	\$23.23	\$24.43	\$27.93	\$31.42	\$34.90	\$39.09	\$43.78
Overtime - 56	\$24.89	\$26.18	\$29.92	\$33.66	\$37.40	\$41.88	\$46.91
Overtime - 40	\$34.86	\$36.66	\$41.88	\$47.12	\$52.35	\$58.63	\$65.66
Bi-Weekly	\$1858.85	\$1954.85	\$2233.94	\$2513.41	\$2791.92	\$3126.96	\$3502.25
***Bi-Weekly Prem						\$83.75	\$93.80

***Pursuant to Section 8 of this Article and any other provisions in this Agreement; this Bi-Weekly Premium pertains to employees permanently assigned to 40 hours.

There shall be a twelve percent (12) pay differential between promoted ranks.

SECTION 2 Anniversary dates for any future step increases in Fire Fighter Pay Range shall be at the date of original appointment to the Division.

- (a) The “1” step shall be the minimum rate and shall normally be the hiring rate for the class.
- (b) An employee becomes eligible and shall be advanced the “11” step on the first day following completion of six (6) months of continuous service in his class at the “1” step, (13 pay periods completed).
- (c) An employee becomes eligible and shall be advanced to the “111” step on the first day following completion of one (1) year of continuous service, (26) pay periods.
- (d) An employee becomes eligible and shall be advanced to the “IV” step on the first day following completion of two (2) years of continuous service, (52) pay periods.
- (e) An employee becomes eligible and shall be advanced to the “V” step on the first day following completion of three (3) years of continuous service, (78) pay periods).

Time off without pay shall delay salary step increases for the number of work days involved; the effective date thus established shall be the date to be used in computing service for future step increases. The salary step advancements as prescribed above shall be mandatory when the requirements set forth have been met.

- SECTION 3** (a) Whenever an employee with permanent status requests and is granted a voluntary demotion his rate of pay shall be at the maximum rate of the pay range for the position in the lower class.
- (b) Whenever an employee with permanent status is given a demotion by reason of service-incurred physical disability, his rate of pay is for the position in the lower class.
- (c) Whenever an employee is demoted because of physical disability, his rate of pay shall be established as in (B) above.
- (d) Whenever an employee is reappointed to a position in a class where he previously held permanent status, the rate of pay shall be the step in range at which he was paid at the time of his separation.

SECTION 4 In addition to any other premium pay and the above established wages, personnel working a forty hour position shall receive seventy eight (78) hours of pay divided over twenty six (26) pay periods at the hourly rate of a fifty six (56) employee of the same rank. Provisions from Article 23, Section 3 (b) shall also apply to this section.

Article 40
LONGEVITY PAY

Employees shall be entitled to receive a longevity bonus base upon employee's number of completed consecutive and continuous years of service with the Division of Fire from the employee's most recent day of employment as a full-time firefighter (with continuous service being defined in accordance with the provisions of Article 21, hereof) according the following schedule:

- (a) The Employer agrees to pay each fifty six (56) hour employee Longevity in the amount of \$.04 cents per hour, per year of service.
- (b) The Employer agrees to pay each forty (40) hour employee Longevity in the amount of \$.05 cents per hour, per year of service.

Payment of this longevity bonus shall be made during each calendar year on the pay following a qualifying employee's anniversary date and, if so qualifying, on each subsequent anniversary date thereafter. This payment shall be made in the form of a separate check. There shall be no pro-rated payments under this provision. Longevity payment is in addition to the employee's annual salary and shall not be used to compute the employee's hourly rate or overtime rate.

Article 41
MINIMUM MANNING

SECTION 1 Staffing criteria, as follows, are the minimum levels at which a piece of equipment shall be considered to be in service and available to make an emergency response:

Engine Companies - One Fire Officer and two firefighters
Medic Companies - Two certified EMT-P's
Foam Unit - One Fire Officer and two firefighters

SECTION 2 The above listed references to Fire Officer shall mean either a full-time, regularly promoted Fire Lieutenant or Captain, or a firefighter or Lieutenant working out of class. The preceding references shall mean permanent, full-time paid, firefighters and officers.

SECTION 3 Minimum Division of Fire staffing of Fire Officers on any given day shall consist of:

- One Fire Captain or Acting Captain
- One Fire Lieutenant or Acting Lieutenant

Article 42

CRITICAL INCIDENT STRESS DEBRIEFING

Division of Fire personnel trained in and a member of the County Critical Incident Stress Team may, when approved by the Fire Chief, be permitted time off duty to assist in debriefing sessions for other departments.

Article 43

FAMILY AND MEDICAL LEAVE ACT

SECTION 1 Eligible employees covered by this agreement are afforded up to twelve (12) workweeks of Family and Medical Leave Act (FMLA) leave during a twelve (12) month period for one or more of the following reasons: for the birth of a child; for the placement of a child with a member for purposes of adoption or foster care; to provide care for a spouse, child or parent (“family member”) with a serious health condition; or due to a serious health condition rendering the member unable to perform the functions of his or her position.

An eligible employee is entitled to twelve (12) workweeks of FMLA leave during a rolling twelve (12) month period, which shall be measured backwards from the date the leave is used. Under a rolling twelve-month period, each time a member takes FMLA leave the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediately preceding twelve months. In other words, if a member has taken eight weeks of leave during the past twelve months, an additional four weeks of leave could be taken. For example, if a member used four weeks beginning February 1, 2002, four weeks beginning June 1, 2002, and four weeks beginning December 1, 2002, the member would not be entitled to any additional leave until February 1, 2003. However, beginning of February 1, 2003, the member would be entitled to four weeks of leave, on June 1, 2003, the member would be entitled to an additional four weeks,

etc. (The Township may, at its option, select another twelve month measuring period upon 60 days notice to the I.A.F.F. Local 1441.)

To be eligible for leave, an employee must have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the preceding twelve (12) months. The twelve (12) months necessary to meet the threshold requirement of twelve (12) months of work do not need to be consecutive months. No employee is eligible for FMLA leave if the employee is not an eligible employee under the FMLA Act (meaning, at present, that the Township has fewer than fifty (50) employees on its payroll at the time this leave is requested).

FMLA leave is available to eligible employees regardless of their gender. Leave taken for the birth, adoption or foster care placement of a child must be taken within twelve (12) months of the birth or placement. If an employee's spouse is also employed by the Township, the employee and his or her spouse are limited to a combined total of twelve (12) work weeks of leave for the birth, adoption or foster care placement of a child.

SECTION 2 (a) The employee requesting FMLA leave must provide thirty (30) days notice to the Fire Chief to taking FMLA leave if the need for the leave is foreseeable. If thirty (30) days notice is not possible, notice must be given as soon as practicable. The notice must include the date the leave is to commence and the date the member expects to return to work. If leave is to be taken due to a foreseeable serious health condition of the member, the employee must make a reasonable effort to schedule the leave so as not to disrupt operations of the Township.

(b) Once an employee has given notice of his or her intention to take FMLA leave, the amount of paid and unpaid leave available to the employee will be determined. An employee taking FMLA leave is required to use accrued but unused sick leave (but only to the extent that the purpose for the leave conforms to the Township's sick leave use policies set forth in Article 34), personal leave, and vacation time as part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave. An employee requesting FMLA leave based upon his or her own serious health condition resulting from a service-connected injury is also required to use any authorized injury leave as part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave. An employee may substitute compensatory time for unpaid FMLA leave

(c) An employee wishing to take FMLA leave based upon a serious health condition of the employee of the employee's spouse, child, or parent, must provide certification issued by the health care provider stating:

1. The date on which the serious medical condition began;
2. The probable duration of the condition;
3. The appropriate medical facts within the doctor's knowledge regarding the medical condition;
4. That the employee is needed to care for his or her son, daughter, spouse, or parent and an estimate of the time necessary to provide care; if applicable;
5. That the employee is unable to work or to safely and substantially perform the essential functions of the member's position, if the leave is for serious health condition of the employee;
6. If intermittent leave or a reduced leave schedule is requested for planned medical treatment, the dates on which the treatment is expected to be given and duration of the treatment;
7. If intermittent leave or a reduced leave schedule is requested due to the employee's own serious health condition, that is medically necessary for the employee to be given that type of leave, and the expected duration of the intermittent leave or reduced leave schedule; and
8. If intermittent leave or a reduced leave schedule is requested to care for a family member, that leave is medically necessary for the care of the employee's child, parent, or spouse with a serious health condition, and the expected duration and schedule of the necessary intermittent leave or reduced leave schedule.

A copy of the certification must be provided by the employee to the Fire Chief fifteen (15) days, if practicable, prior to taking the leave. Certification forms to be completed by the member and the health care provider can be obtained from the Fire Chief or Township Clerk.

The Township may require, at the Township's expense, that the employee obtain a second opinion from a second health care provider designated or approved by the Township. If the second opinion differs from the original certification provided by the member, the Township may require, at the Township's expense, that the

employee obtain a third opinion form a third health care provider designated or approved by both the Township and the employee. The opinion of the third health care provider shall be final and binding on both the Township and the employee. An employee who has obtained certification may be asked periodically to provide recertifications. Certification obtained for a period of leave will cover only that period of leave and a new certification must be obtained if a member seeks additional FMLA leave.

(d) It will be presumed that an employee on FMLA leave intends to return to work as indicated by the employee on his or her request for FMLA leave and as authorized by the Township. If an employee desires to return to work on a later date, the employee must file a request for additional leave with the Fire Chief as soon as practicable. If an employee decides not to return to work, the employee must notify his or her supervisor as soon as practicable.

SECTION 3 If an employee wishes to take leave intermittently or by working a reduced schedule, the employee must request intermittent leave or a reduced leave schedule at the time he or she requests FMLA leave. Leave taken because of the birth, adoption or foster care placement of a child cannot be taken intermittently or on a reduced leave schedule unless specifically approved by the Fire Chief. Leave taken due to an employee's serious health condition may be taken intermittently or on a reduced leave schedule when it is medically necessary. An employee can take FMLA leave to care for his or her spouse, son, daughter, or parent with a serious health condition, intermittently or on a reduced leave schedule if it is medically necessary for the care of a family member. Intermittent leave and leave taken by reducing work hour shall be taken in increments equal to one hour increments of paid or unpaid leave.

An employee requesting intermittent leave or a reduced leave schedule may be required to transfer temporarily to an available alternative position with the Township. The position would be one for which the employee is qualified, with the equivalent pay and benefits, and which can accommodate recurring periods of leave better than the employee's regular position.

SECTION 4 If the Board of Trustees reasonably believes that FMLA qualifying event has occurred, or will soon occur, the Board may place the effected employee on FMLA

leave by providing written notice to the employee even if the employee has not requested FMLA leave. The notice shall be personally delivered to the employee or mailed, certified mail, return receipt requested, to the employee's home address listed in the Township's records. If the Board of Trustees places an employee on FMLA leave without the request of the employee, and the employee declines to provide the Board of Trustees with medical certification, the Board of Trustees may continue the employee on FMLA leave for the duration of the absence, and the employee shall, thereafter, be precluded from contending that his condition did not qualify for family medical leave. Any employee who declines to provide medical certification shall sign a document acknowledging his declination and concurring in the FML status to which he is assigned.

SECTION 5 Health benefits provided to an employee will be maintained during periods of paid and unpaid FMLA leave as if the employee continued in employment with the Township continuously from the time the leave began.

If an employee fails to return to work after the period of FMLA leave has expired, other than due to a continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or due to circumstances beyond the employee's control, the Township will be entitled to seek reimbursement for health insurance premiums paid for that employee during the period of unpaid FMLA leave. If an employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee must provide certification from his or her health care provider stating that the employee's serious health condition prevents the employee from being able to perform the functions of the employee's position on the date that the employee's period of leave expired. If an employee is unable to return to work because he or she is caring for a child, spouse, or parent with a serious health condition, the employee must provide certification from the family employee's health care provider stating that the employee is needed to care for the employee's child, spouse, or parent who has a serious health condition on the date that the employee's period of leave expired.

SECTION 6 A member taking FMLA leave is entitled to maintain any employment benefits, other than the paid and unpaid leave required to be used, that the employee had accrued prior to the date upon which leave began. During any period of unpaid

FMLA leave, employees will not accrue personal leave, holidays, sick leave, and vacation leave. Employees who return to work after FMLA leave will not lose any seniority or service credit eligibility. Unpaid FMLA leave will be treated as continuous service (i.e. no break in service) for all purposes, including, to the extent possible, the employee's vesting and eligibility to participate in his or her state retirement plan.

SECTION 7 An employee taking FMLA leave is entitled to be restored to the position he or she held when the leave began, or to be placed in an equivalent position, with no loss of pay or benefits. An employee who has taken leave based upon the employee's own serious health condition must provide certification from his or her health care provider that the employee is able to resume work. Notwithstanding the foregoing or any other provision in this Agreement, an employee shall have no greater right to reinstatement or to any other benefits than if the employees had been continuously employed during the FMLA leave period.

SECTION 8 This article is implemented to assure compliance with the federal Family and Medical Leave Act of 1993, Public Lac 103.3, enacted on February 5, 1993, and the regulations promulgated by the U.S. Department of Labor pursuant to that Act. In the event that the Sixth Circuit Court of Appeals of the United States Supreme Court finds the law, or part of the law, unconstitutional or not applicable to township forms of government, the parties agree that this Article is void to the extent that the Family and Medical Leave Act of 1993 is unconstitutional or not applicable to the Township.

SECTION 9 For the purposes of this Article all terms, phrases or standards used herein shall have the meanings set forth in, and be construed in accordance with, the Family and Medical Leave Act of 1193, and the regulations promulgated there under, by the U.S. Department of Labor, in effect on the date FMLA leave is taken, unless otherwise specifically provided in this Article.

Article 44
PERSONAL TIME

SECTION 1 Each full-time employee shall receive personal time as follows:
a. All employees that work a fifty-six (56) hour week shall receive one hundred

and twenty (120) hours of personal time per year.
b. All employees that work a forty (40) hour week shall receive eighty six (86) hours of personal time per year.

SECTION 2 Personal times shall be used in a manner similar to Holiday or Compensatory time. Personal time shall be scheduled with the approval of the Fire Chief or his designee and taken in a minimum of one tenth (1/10) of one hour increments.

SECTION 3 Personal time shall only be used as time off. It will be placed in the employee's time bank on January 1st of each year. It shall be used prior to the end of the calendar year (December 31st) or will be forfeited back to the Township.

SECTION 4 Employees shall receive above stated personal time for years one (1), two (2) and three (3) of this contract.

Article 45

TERM OF AGREEMENT

SECTION 1 This Agreement shall become effective the 1st day of March, 2018 and shall remain in full force and in effect until February 28th, 2021.

SECTION 2 Notwithstanding anything to the contrary contained herein and notwithstanding Ohio Revised Code 4117.14(G)(11), it is further understood that, unless the parties agree otherwise, any and all provisions of the successor Collective Bargaining Agreement (i.e., the agreement which will succeed that agreement due to expire the last day of February, 2021) shall be retroactive to and become effective on March 1, 2021, regardless of when and how finally resolved. To this end, should any conciliation be utilized as a part of the parties' collective bargaining negotiations toward the agreement to be effective March 1, 2021, the parties will jointly instruct the conciliator that all portions of his/her award (including all economic provisions thereof) shall be effective March 1, 2021, unless the parties agree otherwise.

SECTION 3 Either party shall notify the other in writing at least ninety (90) days prior to the pertinent expiration date to modify or extend the Agreement.

SECTION 4 When such notice is given, negotiations shall begin not later than sixty (60) days prior expiration date of the Agreement. Resolutions of impasses shall be prescribed by State Law.

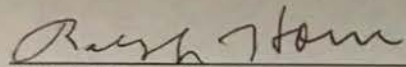
SIGNATURE ACKNOWLEDGEMENT OF EXECUTION

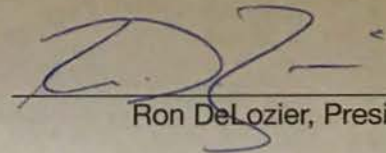
The term of the agreement shall be from February 28, 2018 until February 28, 2021.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 22nd day of February, 2018

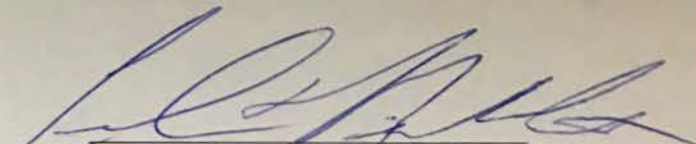
For the Board of Trustees of
Franklin Township

For the Franklin Township Firefighters
IAFF Local #1441

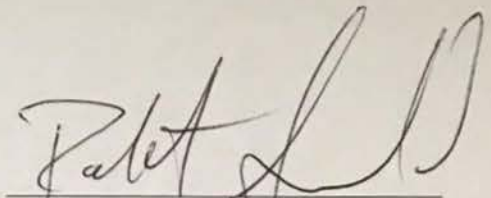

Ralph Horn, Chairman

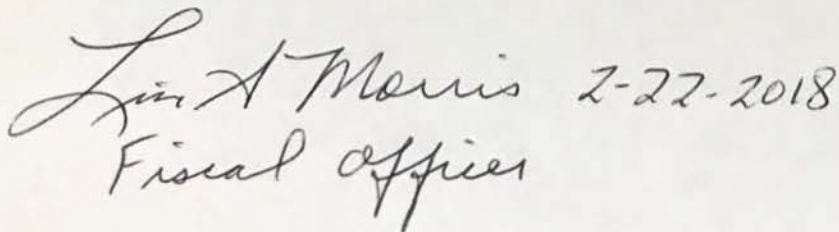

Ron DeLozier, President


Aryeh Alex, Vice Chairman


Carvel Mullins, Vice President

 2-22-18
John Fleshman


Bob Arnold, Secretary/Treasurer

 2-22-2018
Fiscal officer

