

**Agreement**  
**Between**  
**The Township of Chester,**  
**County of Geauga,**  
**State of Ohio**  
**And**  
**The Chester Township Professional Firefighters**  
**IAFF Local 5331**

**Effective: January 1, 2025**

**Expires: December 31, 2027**

## **PREAMBLE**

**Section 1. Parties.** This Agreement is made and entered into by the Chester Township Board of Trustees, hereinafter referred to as the “Employer,” “Appointing Authority,” or as the “Board,” and the International Association of Firefighters, Local 5331 hereinafter referred to as the “Union.”

**Section 2. Purpose.** This Agreement has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 3. Scope.** It is not intended that this Agreement be read in any way to address matters beyond its express scope, terms, and duration as to being in effect.

## **ARTICLE 1** **UNION RECOGNITION**

**Section 1. Included.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining unit as described in SERB Case No. 2021-REP-04-0038 or as subsequently amended. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include only those individuals employed full-time in and holding one (1) of the following job classifications:

Firefighter/Paramedic  
Fire Lieutenant/Paramedic

**Section 2. Excluded.** Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary, intermittent, part-time, and seasonal employees shall not be included in the bargaining unit. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 3. New Job Classifications.** Should new classifications be established which are not subject to the exclusions outlined in Section 2 of this article, the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties agree, they shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If the parties fail to reach agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board (SERB) for determination in accordance with Chapter 4117 ORC and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

**Section 1. Management Rights.** Nothing in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent rights of the Employer with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its departments. In addition to other rights and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of its departments, to determine and establish rules, regulations, policies, procedures and directives, and to otherwise exercise the prerogatives of management, including but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall, reprimand, and discipline (including suspend, demote and discharge) for just cause.
2. To manage and determine the location, type and number of physical facilities and equipment, and the work to be performed.
3. To determine the Township's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.
4. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure.
5. To Determine work schedules and to establish necessary work rules, regulation, policies procedures and directives for its employees.
6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
7. To determine the necessity of scheduled overtime and the amount thereof required.
8. To determine the Townships budget and uses thereof.
9. To maintain the security of records and other pertinent information.
10. To determine and implement necessary actions in emergency situations.
11. To exercise complete control and discretion over each department's organization and the technology of performing the work required.
12. To set standards for community service and to determine the procedures and standards of selection for employment.
13. To maintain and improve the efficiency and effectiveness of governmental operations.

**Section 2. Applicability of Policy Manuals/Rules/Regulations.** All employees covered by this Agreement are further required to abide by all policies and procedures in the applicable Policy Manual, Work Rules, or Standard Operating Procedures (SOPs) as they may be revised or added to from time to time.

**ARTICLE 3**  
**UNION DUES-CHECK-OFF**

**Section 1. Membership.** The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit.

**Section 2. Union as Sole Representative.** The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only, and no other organization shall be granted such rights.

**Section 3. Monthly Dues Deduction.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The Union will notify the Employer thirty (30) days in advance if there is an increase to this amount. Employees will sign the Payroll Deduction Authorization Form along with a copy provided to the Employer or designee in order to receive dues check off. The Employer or designee will send an authorization form and a copy to the Fiscal Office. Upon receipt of the proper authorization form, the Township will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received, and dues are deducted by the Employer. Payroll Deduction Authorization Form, Appendix A, shall be provided by the Union.

**Section 4. Employer Free from Liability.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article once deductions are made and transmitted to the Union, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5. Check-Off.** The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the voluntary check-off authorization.

**Section 6. Sufficient Wages.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 7. Liability.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within thirty (30) days after the date such error is claimed to have occurred and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent

only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 8. Dues Deduction Procedures.** The Fiscal Office may establish procedures for deducting dues. Deductions shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

**Section 9. Employer's Duty to Honor Authorization.** Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, except as otherwise specified in Section 3 of this article.

**Section 10. Remittance.** The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Union.

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

**Section 1. No Strike/No Lockout.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Chester Township. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously, post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section "A" of this article.

**Section 2. Irreparable Harm.** Any strike, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit members constitute irreparable harm to the Employer.

**ARTICLE 5**  
**NON-DISCRIMINATION**

**Section 1. Gender Neutral.** Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

**Section 2. Reasonable Accommodations.** The Union recognizes that the Employer must comply with The Americans with Disabilities Act even where a conflict may exist between the ADA and this Contract. Notwithstanding the provisions set forth herein, modification of or variance from any contractual provision(s) for purposes of complying with the Americans With Disabilities Act, or any other state or federal law relative to handicap or disability discrimination, shall not be construed herein by either party as a violation of this agreement or any provisions herein.

**ARTICLE 6**  
**WORK RULES, POLICIES, AND PROCEDURES**

**Section 1.** The Union recognizes that the Employer has the right to promulgate and implement new and revised work rules, regulations, policies, and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 2. Notice.** The Employer shall notify the Union of any alterations, deletions, or additions to the Employer's work rules and policies fourteen (14) days prior to their implementation except in emergency situations or where it is otherwise not practicable. If requested, the Employer agrees to discuss or meet with the Union for the purpose of receiving input regarding the rule adjustment prior to the implementation date or as soon as practicable thereafter.

**Section 3. Distribution/Access.** The Employer agrees that work rules shall be reduced to writing and distributed to employees electronically. All written policies shall be placed in a policy manual and made available to all bargaining unit employees.

**Section 4. Application/Administration.** It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. The Employer recognizes and agrees that no work rules will be maintained or established that are in violation of any expressed terms of this Agreement.

**Section 5.** The provisions of this Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing nor relieve any employee from following instructions or orders in the normal course of work.

## **ARTICLE 7** **PERSONNEL FILES**

**Section 1. Personnel Files.** Personnel files fall within the Ohio Public Records law and may be subject to public inspection in accordance with the Ohio Revised Code. Bargaining unit members shall have access to their personnel files during non-working hours upon reasonable advance request.

**Section 2. Access/Notification of Request for File.** Personnel files fall within the Ohio Public Records law and may be subject to public inspection in accordance with the Ohio Revised Code. In the event that a request is made for a unit members personnel file, the Employer will notify the employee that such a request has been made.

**Section 3. Clarification.** In the event that a member wishes to dispute or clarify the contents of he may submit an explanatory memorandum addressing the disputed item(s). Such memorandum will not contain any derogatory commentary directed at any other employee, the administration, or the public employer. After review, the Employer will attach the memorandum to the contents at which it is directed.

## **ARTICLE 8** **ZIPPER CLAUSE/MID-TERM BARGAINING**

**Section 1.** The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes, and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union. The Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 2, Management Rights.

## **ARTICLE 9** **DISCIPLINE**

**Section 1. Forms of Discipline.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including work suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the

bargaining unit as provided herein. Only the following shall be considered disciplinary action:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper/working suspension).
5. Fines (i.e., forfeiture of accrued leave).
6. Demotion.
7. Discharge.

An employee who is given a suspension of record (i.e., paper/working suspension) shall be required to report to work to serve the suspension and shall be compensated at applicable wage for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action. Any employee who is subject to a working suspension, and that disciplinary action is subsequently arbitrated, shall have any portion of the suspension upheld converted to an unpaid suspension, to be served as unpaid time or through the forfeiture of paid leave, at the discretion of the Employer.

Except in cases where serious misconduct has occurred, discipline will be applied in progressive, corrective manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 2. Grounds for Discipline.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, negligence, insubordination, violation of work rules, SOGs/SOPs, and personnel policies, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming of a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, and other misconduct as determined by the Employer shall be cause for disciplinary action.

**Section 3. Appeals.** An employee subject to discipline involving any suspension of greater than five (5) days, demotion, or discharge shall have the ability to contest such action through the grievance and arbitration procedures. Such appeal shall be eligible to be filed at Step Two of the grievance procedure within ten (10) business days following the receipt of notice of the disciplinary action and the challenge shall proceed in accordance with the Agreement's grievance-arbitration procedure. Disciplinary actions involving a loss in pay of five (5) days or less shall be subject to the grievance procedure but are not eligible for arbitration.

**Section 4. Pre-disciplinary Conference.** Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a pre-disciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least forty-eight (48) hours written



notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward/designee during the pre-disciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the pre-disciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

**Section 5. Last Chance Agreements.** The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the Union shall not require the ratification of the bargaining unit as a whole in order to be enforceable. Last chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7<sup>th</sup> Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination.

**Section 6. Preemption.** The above provisions supersede the removal proceedings (for purposes of disciplinary removals only) referenced under R.C. 505.38 and R.C. 733.35-733.39. Probationary employees shall be considered at-will and shall have no right to appeal discipline or discharge through the grievance procedure or statutory processes.

**Section 7. Disciplinary Records.** Disciplinary records shall cease to have force and effect for purpose of progressive discipline, provided that there have been no intervening disciplinary action, according to the following schedule:

Letter of Instruction & Cautioning	12 months
Written Reprimand	24 months
Suspensions or Reductions of 24 hours or less	36 months
Suspensions or Reductions of more than 24 hours	48 months

Discipline involving violations of the Drug and Alcohol Testing policy, Excessive Force, Workplace Violence, or Discriminatory Harassment/Hostile Work Environment shall have no expiration. Additionally, in instances where the parties are dealing with a termination case, notwithstanding the disciplinary record retention schedule, the entirety of an employee's disciplinary record shall be admissible if the matter is subsequently appealed to arbitration.

## **ARTICLE 10** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition.** A grievance is any dispute between a bargaining unit member and the

Employer or its duly authorized representative involving the interpretation or application of only the specific and express provisions of this Collective Bargaining Agreement.

**Section 2. Time Limits.** All grievances must be processed at the proper step in order to be considered at the subsequent step. An employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance may be settled by mutual agreement between the Employer and the Union, which settlement shall be binding upon all concerned. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer, or default rejection if applicable. Any grievance not answered by the Employer within the stipulated time limits shall be deemed to have been answered in the negative and may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended only by mutual written consent of the parties and are to be strictly enforced. Any grievance not presented within the time limits set forth in this article shall not be entitled to consideration.

For purposes of calculating time limits "calendar days" shall be calculated to include all regular business days during which the administrative offices are open, excluding weekends and holidays. Where the deadline for action falls on a weekend or holiday, the deadline shall be considered to be the next regular business day.

**Section 3. Grievance Contents.** All grievances shall be filed in writing on a form provided by the Employer (See Appendix A) and shall contain the following information:

1. Date grievance occurred.
2. Description and incident giving rise to the grievance.
3. Articles and sections of the Agreement involved.
4. Relief or remedy requested.
5. Signature of the employee/union representative.

Any grievance that does not contain the above listed information shall be considered defective and shall not be eligible for processing through the grievance procedure. Within the grievance procedure, the grievant/union representative shall be required to prepare copies of the grievance and submit such documentation at each step of the appeal.

**Section 4. Group Grievances.** Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 5. Procedure Generally.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute prior to the filing of the grievance. A grievance shall be started by the employee or the union representative starting at Step 1. Grievances must be filed within fourteen (14) calendar days following the date of the occurrence giving rise to the dispute. Discipline grievance shall be filed by the union or the employee within ten (10) business days of receipt of the notice of discipline by the disciplined employee at Step 2 of the Grievance Procedure. All grievances must be filed and processed at the proper steps of the procedure to be valid.

It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10 and that specific provisions of this Agreement are to be resolved through the procedures set out in Section 4117.10.

**Section 6. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. When an employee or the Union elects to file a formal grievance, each grievance shall be processed in the following manner:

**Step 1. Department Head/Designee.** An employee who is not able to resolve a matter constituting a grievance informally, must file a grievance with the Department Head/designee within fourteen (14) calendar days after the occurrence giving rise to the dispute. The Department Head/designee shall attempt to adjust the matter and shall either respond to the grievance or schedule a meeting to discuss the grievance and respond in writing to the employee or employees within fourteen (14) calendar days of his receipt of the grievance, or fourteen (14) calendar days of the meeting, if a meeting is held.

If the employee or the union is not satisfied with the decision/default rejection, they must process the grievance, within fourteen (14) calendar days, to the Board/designee.

**Step 2. Board/Designee.** Within twenty-one (21) calendar days from the receipt of the grievance, the Board/designee shall either deny the grievance, grant the grievance, or hold a hearing to evaluate and decide the grievance. This hearing may be attended by the grievant and/or representative of the union and the individual(s) so designated by the Employer.

Within twenty-one (21) calendar days of this hearing, the Board/designee shall make a decision in writing and transmit a copy of same to the union and the affected employee(s).

**Step 3. Arbitration.** Those grievances not satisfactorily settled in Step 2 may be appealed to arbitration by the union filing a notice of intent to arbitrate a matter. Eligible grievances may be appealed to arbitration by the Union filing with the Employer a written notice of intent to appeal identifying the grievance and signed by a representative of the Union within thirty (30) calendar days of the issuance of the decision at Step 2 or the date of default rejection, and by filing a joint request for a panel of Ohio arbitrators from FMCS within fifteen calendar (15) days from which the notice of appeal is sent. The notice of appeal shall be filed within thirty (30) calendar days after receipt of the decision in Step 2 or default rejection as is applicable. If the notice of appeal

or FMCS panel request is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 2.

Once a timely submitted demand and panel request is made and the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. In the alternative to the above procedure, the parties, by mutual agreement may agree to the selection of an arbitrator.

**Section 7. Arbitration Process/Authority of the Arbitrator.** The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of the grievance. The arbitrator's function is to interpret only the express and specific provisions of this Agreement and to decide cases of alleged violations of such specific and express provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.

The arbitrator shall have no jurisdiction or authority to establish any language or wage structure not already expressed in the Agreement, or to enlarge, waive, or toll, for any reason except by agreement of the parties, any of the time limitations contained in this Agreement, nor hear any matter having an immediate and ascertainable cash value of less than five thousand dollars.

The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him or her.

The arbitrator shall have no power to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall be without power or authority to make any decision: (a) contrary to or inconsistent with or modifying or varying in any way the terms of this agreement; or (b) contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement; or (c) mitigate the level of discipline established by the Employer upon a finding that, by a preponderance of evidence, any portion of the charged misconduct has occurred; or (d) that orders any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices; or (e) that establishes any new or different wage rates not negotiated as part of this agreement.

The arbitrator in making any awards is restricted to actual, net out-of-pocket losses to regular wages incurred by the employee, and in formulating any back pay award, shall make deductions based upon, for example but without limitation, unemployment compensation received or receivable and any amount paid to or receivable by the employee as wages in any other

employment and in awarding such is limited to the date at which the grievance was first presented at Step 1.

**Section 8. Decision.** The arbitrator shall request to submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs of the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding upon the union and the grievant, advisory as to the Employer, subject to appeal under Ohio Revised Code, Section 2711.

**Section 9. Facilities, Fees, Costs.** The Employer shall furnish an appropriate room and facilities for the arbitration hearing and if this involves costs, said costs shall be borne equally by the Employer and the union. The arbitrator's fees and other expenses will be shared equally by the parties. The cost associated with the appearance of witnesses, attorneys, the production of documents or other fees, whether they are for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

**Section 10. Arbitrability.** The questions of substantive arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable substantively or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability substantively the alleged grievance will be heard on its merits before the same arbitrator.

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

**Section 1. Notice.** Whenever the Employer determines that a reduction in the work force is necessary (e.g., layoff, job abolishment, furlough, hour reduction, etc.), the Employer shall determine the affected classification or classifications in which the reductions will occur and the number of employees to be reduced within each classification. Each employee to be reduced shall be given advance written notice at least fourteen (14) calendar days before the effective date of layoff. After providing such notice, the parties agree to meet for the purposes of exploring any alternatives to the planned reduction and attempting to avoid such action if possible.

**Section 2. Order of Layoff.** When the Employer determines that reduction in force is necessary, the part-time fire department staff shall be reduced prior to any full-time staff reductions. Staff reductions of bargaining unit members shall occur on the basis of the Employee's classification/rank seniority within the affected job classification/rank.

**Section 3. Displacement Rights.** An employee, who is displaced from a higher classification/rank as a result of layoff, shall have the right to displace a member with the least amount of total seniority in a lower classification/rank within the same classification series. If no

employee within the same classification series has less total seniority, the laid off employee shall be laid off.

**Section 4. Reinstatement Rights.** The Employer shall prepare a recall list, by classification, of the names of employees laid off. This list shall be in reverse order of the order of layoff. An employee's name shall remain on the recall list for a period of twenty-four (24) months from the date the employee was first laid off or displaced from his/her original classification/rank.

An employee accepting reinstatement to a classification/rank within a pay rate lower than the classification/rank from which the employee was laid off or displaced shall remain on the recall list for classifications/ranks in the classification/rank series within pay rates higher than the classification/rank to which the employee was reinstated, up to and including the classification/rank from which the employee was laid off. Any employee declining reinstatement to a classification/rank within a pay rate lower than the classification/rank from which they were originally laid off, shall not be removed from the layoff list, but shall only thereafter be offered reinstatement to a higher classification/rank than the classification/rank declined.

**Section 5. Notification of Reinstatement/Recall Refusal.** Notice of recall shall be sent to the employee by certified mail or delivery confirmation, return receipt requested, with a copy given to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, as provided herein, to the last mailing address provided by the employee.

The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt date of such notice to report for duty, unless a later date for returning to work is otherwise specified in the notice.

## **ARTICLE 12** **LICENSURE/INSURABILITY OF EMPLOYEES**

**Section 1. Minimum Qualifications/Notification.** As a condition of continued employment, bargaining unit members are required to possess and maintain all minimum job qualifications for an employee required by federal, state, or local law, including but not limited to, obtaining and continuously maintaining an EMT-Basic or Paramedic license, an Ohio Certified Firefighter II Certification, a valid driver's license, remaining insurable under the Employer's applicable insurance policies, and remaining eligible to practice under the licensure of the Department Medical Director. All bargaining unit members must notify the Fire Chief of any revocation/suspension of their driver's license or other required licensure.

**Section 2.** Where an employee fails to maintain the necessary qualifications/licensure but notifies the Employer prior to the beginning of the workday following the date that the employee knew, or should have known, of his failure/suspension/revocation, then the employee may be eligible for transfer or leave. Any employee who fails to remain minimally qualified for his position, but provides notice to the Employer as stated previously, may be reduced or reassigned to another



vacant position, at the Employer's discretion, the duties of which do not require the deficient minimum qualification. At any time after the employee is reduced/reassigned to a vacant position, the Employer, at its sole and exclusive discretion, may place the employee on an unpaid leave of absence for any reason under Section 3 of this article or place the employee on layoff status.

**Section 3.** If the Employer determines that there is no vacant position into which the employee can be placed under Section 2 of this article, or the Employer exercises its discretion not to place an employee in a vacant position, then the employee may request to be placed on leave of absence without pay. It shall be discretionary as to whether or not such leave is approved by the Employer. If at the end of the leave of absence the employee is still unable to be insured, licensed and certified he shall be terminated from his position for failing to remain qualified to perform the duties of his position. The determination of whether or not a voluntary reduction is offered or continued or leave is granted is not subject to the grievance procedure.

**Section 4. Insurability.** On matters of insurability, the decision of the insurance carrier shall be final and binding, and an employee affected under this system may not grieve the Employer's choice of options, or any other matter in this Article.

**Section 5. Failure to Notify Employer.** The parties agree that if an employee fails to maintain the necessary qualifications/licensure and fails to notify the Employer of such failure/suspension/revocation as described above, then the employee shall be subject to termination, for failure to remain qualified to perform the duties of his position.

### **ARTICLE 13** **BULLETIN BOARDS**

**Section 1.** The Employer shall provide space for a bulletin board at each reporting location for the exclusive use of members of the bargaining unit.

**Section 2.** All notices which appear on the Union's bulletin board shall be posted by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments or events;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports.

All other notice of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted

on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. derogatory material regarding or attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

**Section 3.** In the event that the Employer determines that materials on the Bulletin Board must be removed it shall contact the local union steward to do so. In the event that the local union steward is unavailable, the Employer will remove the materials and notify the Union of the removal and reasons for the action.

#### **ARTICLE 14**

#### **VACANCIES: IDENTIFICATION, ANNOUNCEMENT, AND APPLICATION**

**Section 1. Vacancies/Promotional Opportunities.** The Employer shall post, internally, vacancies and promotional opportunities which occur or are imminent within the organization, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Vacant positions may be filled by promotions/transfers when the Employer determines such will occur.

**Section 2. Outside Applicants.** If no current employee is deemed qualified for advancement/transfer by the Employer, the job will be filled by selecting from outside applicants.

**Section 3. Announcements.** Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, the required qualifications, the type of selection procedure to be used, and the deadline and place of application.

**Section 4. Selection.** The Employer will follow its internal policy concerning applicant consideration and selection as adopted or amended from time to time. The internal policy is appended to the Agreement as Appendix B shall be effective beginning January 1, 2024. Promotions prior to that date shall be conducted in accordance with Sections 1-3 and the process established by the Chief and approved by the Board of Trustees.

#### **ARTICLE 15**

#### **OUTSIDE EMPLOYMENT**

**Section 1.** Under no circumstances shall a bargaining unit employee have other employment which conflicts with the policies, objectives, and operations of the Employer's office. In addition, an employee shall not become indebted to a second employer whose interest might be in conflict with those of the Chester Township Fire Department.

- A. Employment "conflicts," as set forth in this section, shall mean when a second job impairs the employee's ability to perform the duties of his or her position with the Employer.



- B. Full-time employment by the Chester Township Fire Department shall be considered the employee's primary occupation, taking precedence over all other occupations.
- C. Prior to accepting "outside" employment, an employee shall notify the Employer, in writing, of his/her intention to be employed in a secondary job. The Employer shall determine whether the "secondary job" presents a conflict with the Chester Township Fire Department/Employer policies, objectives, interests, and/or operations.
- D. "Outside" employment, or "moonlighting," shall be a concern to the Employer only if it adversely affects the job performance of the employee's position with the Chester Township Fire Department. Two (2) common employment conflicts which may arise are:
  - 1. Time Conflict: Defined as when the working hours required of "secondary job" directly conflict with the scheduled working hours of an employee's job with the Employer, or when the demands of a "secondary job" prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Employer.
  - 2. Interest Conflict: Defined as when an employee engages in "outside employment" which tends to compromise his/her judgment, actions, and/or job performance with the Employer.

**Section 2.** Should the Employer feel that an employee's outside employment is adversely affecting the employee's job performance with the Employer, he may require that the employee discontinue such outside employment. However, any infraction of this section, or other specific offense which is the direct or indirect result of an employee's participation in outside employment, shall result in the employee being disciplined in such a manner that is consistent with the policy of the Employer.

## **ARTICLE 16**

### **LABOR/MANAGEMENT MEETINGS**

**Section 1. Labor/Management Meeting.** In the interest of effective communications, either party may at any time request a Labor/Management meeting by submitting a written request to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A meeting shall be scheduled within ten (10) days of the date the written request is received at a mutually agreeable time, but no more frequently than semi-annually, unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiations meetings.

**Section 2. Purpose.** The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement;

- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees.

**Section 3. Permitted Attendance.** There shall be no more than three (3) bargaining unit representatives in attendance at the Labor/Management meeting. There should be no more than three (3) Employer representatives at the meeting. In the event that it is necessary to expand the size of the committee to deal with specific issues, the parties may, by mutual agreement, do so.

## **ARTICLE 17** **SENIORITY**

**Section 1. Seniority Defined.** Seniority shall be defined as follows:

- A. **Total Seniority.** Total seniority will be computed by an employee's total length of continuous full-time, uninterrupted service from the last hiring date as a full-time employee with the Employer.
- B. **Classification Seniority.** Classification seniority shall be defined as an employee's total length of uninterrupted continuous full-time service with a specific job classification covered by this Agreement.

**Section 2. Seniority List/New Hires/Seniority Credit.** The initial seniority list for all members of the bargaining unit at of November 1, 2021 is set forth and attached in Appendix C. Thereafter, upon completion of the probationary period as set forth in Article C herein, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of full-time hire in accordance with Section 1.

**Section 3. Breaks in Seniority.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. The employee is separated because of resignation or retirement;
- B. The employee is discharged for cause;
- C. The employee refuses to accept recall or fails to report to work within fourteen (14)

calendar days from the date the Employee receives layoff notice;

- D. The employee is laid off for a period of time exceeding twenty-four (24) months;
- E. The employee becomes unable to perform his/her job duties due to illness or injury and is unable to return to work within twenty-four (24) months following the effective date of a disability separation (voluntary or involuntary);
- F. The employee fails to report for work for more than two (2) 24-hour shifts without having given the Employer notice of his/her absence prior to or during this period, unless the Employer determines a justification exists for the failure to give such notice.

## **ARTICLE 18**

### **HOURS OF WORK/SCHEDULING / OVERTIME**

**Section 1. Hours and Schedules.** These provisions are intended to define the normal range of work hours for regular full-time firefighters and lieutenants for the purpose of overtime compensation and shall not be considered a guarantee of work per day or per week. Nothing contained herein shall be construed to prevent Chester Township from restructuring the normal work week, platoon/shift system, or from establishing work schedules for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees or establishing/utilizing part-time positions.

**Section 2. Shift Length/Duration.** Each full-time firefighter's work schedule shall be determined by the Employer/designee, according to the operational needs of the department. Shifts may be scheduled in increments of twelve (12) hours, twenty-four (24) hours, or other durations as may be determined by the Employer/designee. The parties agree that alternative shifts (i.e. non-24 hour shifts) will not be utilized for any personnel appointed as full-time firefighters prior to February 1, 2022.

**Section 3. Shift Length/Duration.** The Fire Chief is so authorized to manage the schedule as needed in accordance with the operational needs of the department to generally produce the average work week during the established work cycle, and so designate the work cycle utilized for and associated with personnel who are part of this bargaining unit.

**Section 4. 24/48 Hour Personnel.** Full-time personnel detailed to a 24/48 schedule will work an average work week of fifty-one and four tenths (51.4) hours, two-thousand six hundred seventy-two and eight tenths (2,672.8) hours annually, derived from working a 3-platoon system with a 28-14 - day work cycle. Each firefighter will work a 24-hour shift followed by 48- hours off, subject to modification or continuation at the determination of the Chief, pursuant to section 1. Each member shall receive one Earned Day Off (EDO) for 24 continuous hours off once every twelve (12) shifts worked. Where a member is on extended sick leave, Family Medical Leave (FML), or other extended unpaid leave, EDOs shall not be earned. EDO's will be scheduled at the discretion of the Chief and may be cancelled in the event scheduling needs arise. The 14-day cycle will

coincide with the general payroll schedule of the Township. Overtime due to personnel as a result of physically working in excess of 106 hours in the applicable 14-day cycle shall be calculated and paid each payroll period. With the exception of paid vacation leave and paid holiday leave, in the event that the employee utilizes paid leave during the applicable 14-day cycle, any hours scheduled above the 106-hour threshold would be paid as equivalent straight time to account for hours during the cycle that were paid but not worked.

**Section 5. Overtime/Minimum Call-Back Hours/Shift Fill.** Employees shall be compensated for all hours worked in excess of one hundred six (106) hours in the applicable 14-day cycle. Shift fill will be paid for each quarter-hour (.25) actually worked. Overtime shall be paid according to the FLSA, except that for purposes of hours worked vacation leave and holiday leave scheduled off shall be considered hours worked. Additionally, employees shall be compensated based on the following minimum rates, at the applicable pay rate for call back situations:

1. Employees shall receive a minimum (2) hours at the overtime rate for manpower call backs.
2. Employees shall receive a minimum of 4 hours of pay, at the overtime rate, for court appearances.
3. In lieu of pay for call backs, employees may, at their discretion, elect to take compensatory time for call back pay.

## **ARTICLE 19** **SHIFT EXCHANGE**

**Section 1.** Bargaining unit members may be permitted to exchange scheduled work shifts provide that such exchange is approved by the Fire Chief/designee in advance. No exchange requests shall be approved if the Fire Chief/designee determines that such is not consistent with safe and effective operation of the Department or overtime would result.

**Section 2. Shift Coverage After Exchange.** Shift exchanges shall be the sole responsibility of the employees involved. Inasmuch as trades operate to maintain the original employee's place on the schedule without incurring overtime, the originally scheduled employee shall have the responsibility of ensuring that the shift remains covered. Additionally, all shift exchanges shall be paid back within six (6) months of the original transaction.

## **ARTICLE 20** **COMPENSATORY TIME**

**Section 1. Accrual.** By mutual agreement, overtime pay that is not part of the regular schedule and earned under this Agreement may be taken in the form of compensatory time. Compensatory time are those hours earned in overtime that are taken in lieu of paid compensation. Compensatory time shall be granted at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked. In order to accumulate compensatory time in lieu of paid compensation,

the employee shall be responsible for requesting, in writing, his request for pay or compensatory time for overtime, no later than the conclusion of the time worked.

**Section 2. Maximum Accrual/Annual Use.** The maximum amount of compensatory time an employee may accrue is seventy-two (72) hours. Any overtime worked after an employee has accrued seventy-two (72) hours which would increase the employee's compensatory time balance above this maximum shall be paid at the appropriate overtime rate.

**Section 3. Use.** Compensatory time requests are subject to the operational needs of the Employer. Bargaining unit members shall attempt to submit requests for compensatory time off with a minimum fourteen (14) days of the date being sought. Employees may, with the approval of the Fire Chief, be permitted to use compensatory time for situations where fourteen (14) days' notice is not practical. Employees may use 72 hours per year at their discretion and minimal reasonable notice. The parties agree that where an employee has been denied the usage of compensatory time on a specific date, he may be offered an alternative day for compensatory time usage within the next fourteen (14) days, be offered cash payment for the amount of hours denied, or the employee may withdraw his request for usage. It is the employee's choice in electing any of the offerings. The parties specifically agree that fourteen (14) days constitutes a reasonable time period for satisfying a request for compensatory time usage under the Fair Labor Standards Act. If the use of compensatory time creates the need for overtime, the number of hours of compensatory time used will be deducted from the employee's balance at a one and one-half (1 ½) times rate.

**Section 4.** Except as otherwise specifically restricted by this Agreement, the Employer retains all rights to manage the administration of compensatory time under federal law, which includes, but is not limited to the right to schedule such time off or payoff compensatory time banks. All payments made of compensatory time for cash-out, separation, or utilization shall be made at the employee's rate of pay at the time such payment is made or time used.

## **ARTICLE 21** **WAGES**

**Section 1. Wage Schedule.** All new full-time employees and newly promoted full-time employees will be subject to a 12-month probationary period. This can be extended by up to an additional 6 months by the Fire Chief. Probationary grades, minimum time per grade, and compensation are set forth below.

**Section 2. Grade Advancement/Effective Date.** Advancement to a higher rank and pay grade shall be based upon the recommendation of the Fire Chief, satisfactory performance, and approval by the Board of Trustees. Grade changes shall take effect at the beginning of the pay period following approval by the Board of Trustees.

**Section 3. Annual Salary/Bi-Weekly Pay/Base Hourly Rate Calculation.** Employee's annual salary shall be divided by 26 pay periods to determine the base salary to be paid bi-weekly. The base hourly rate of pay shall be calculated by dividing the annual salary by 2,672.8 hours and those

hours actually worked in excess of the applicable FLSA cap shall be compensated at time and one-half of the hourly rate. Overtime, both scheduled and emergency, will be paid in addition to this base salary as earned. ~~All overtime hours will be paid the second pay period of applicable 28-day cycle.~~

**Section 4. General Wage Increases.** Effective with the first full pay period following January 1 of each contract year, bargaining unit members shall receive the following general wage increases:

	<u>General Increase</u>
First full pay period following January 1, 2025	4.0%
First full pay period following January 1, 2026	4.0%
First full pay period following January 1, 2027	4.0%

Note: The schedule below is the current wage schedule and would be increased by the amount of the agreed upon general increase with adjustments made to the hourly rate to reflect a 51.4 hour week.

<b>Classification/Grade Requirements</b>	<b>2025 Rate 4%</b>	<b>2026 Rate 4%</b>	<b>2027 Rate 4%</b>
<b>GRADE A</b>			
Firefighter/EMT-P <i>(1 year from date of FT appointment)</i> Annual Salary	\$26.98 \$72,105.73	\$28.06 \$74,989.96	\$29.18 \$77,989.56
<b>GRADE B</b>			
Firefighter/EMT-P <i>(After 1 year but less than 2 years full time with CTFD)</i> Annual Salary	\$27.39 \$73,217.61	\$28.49 \$76,146.32	\$29.63 \$79,192.17
<b>GRADE C</b>			
Firefighter/EMT-P <i>(After 2 years or more Full time with CTFD)</i> Annual Salary	\$27.81 \$74,329.50	\$28.92 \$77,302.68	\$30.08 \$80,394.79

<b>GRADE A</b>			
Probationary Lieutenant FF/EMT-P <i>(1 year from date of FT Appt.)</i> Annual Salary	\$30.19  \$80,695.04	\$31.40  \$83,922.84	\$32.65  \$87,279.75
<b>GRADE B</b>			
Lieutenant/EMT-P <i>(After Probation with CTFD &amp; Approval of BOT)</i> Annual Salary	\$31.27  \$83,578.46	\$32.52  \$86,919.46	\$33.82  \$90,394.10

**Section 5. Wage Schedule Administration.** Employees shall advance through the above-listed grades beginning with the first full pay period following their attainment of the requisite criteria, recommendation of the Fire Chief, and approval of the Board of Trustees. The parties agree that advancement will not be unreasonably denied. At the discretion of the Chief and with the approval of the Board, a newly or recently hired employee may be placed at or advanced to a wage step commensurate with such employee's prior certifiable experience and/or licensure qualifications or documented performance. The step placement shall normally be made at the time of original appointment to FT status and accelerated advancement shall occur as determined by the Chief and approved by the Board.

**Section 6. Equipment Bonus.** Effective with the second full pay period following January 1 of each contract year, bargaining unit members shall receive a five hundred-dollar (\$500.00) equipment bonus.

**Section 7. Certification Bonus.** Effective with the first full pay period following December 1 of each contract year, bargaining unit members who possess a valid certificate in the below list shall receive a bonus of two hundred fifty-dollar (\$250.00) for each certificate.

- A. State of Ohio Fire Safety Inspector certification.
- B. State of Ohio Fire and Emergency Services Instructor certification.

**ARTICLE 22**  
**OFFICER IN CHARGE PAY**

**Section 1. OIC Designation.** A full-time firefighter may fill the role of Officer-in-Charge (OIC) in accordance with approved departmental policies and procedures as established or adjusted from time to time.

**Section 2. OIC Pay Supplement.** The employee will receive the Grade A Probationary Rate for Lieutenant for each hour worked as the OIC.

**ARTICLE 23**  
**UNIFORMS**

**Section 1. Initial Hire.** The Employer shall provide newly appointed full-time employees an initial uniform and equipment issue. If the employee leaves the employ of the Township, all provided items shall be returned to the Fire Chief or his designee.

**Section 2. Replacement.** Full-time firefighters will have uniforms replaced on as needed basis upon approval of the Fire Chief or his designee.

**ARTICLE 24**  
**INSURANCE**

**Section 1. Insurance Plan/Contributions.** All full-time firefighters shall be eligible for any and all available Township group benefit plans under the same eligibility requirements, terms and conditions, and required employee contribution to costs as are established or adjusted and made applicable to other non-bargaining township employees. The present contribution rate is fifteen percent (15%).

**Section 2. Insurance Opt-Out.** Additionally, in the event that the Township offers an opt-out payment for waiving township provided insurance, it shall be made available under the same terms and conditions as are applicable to other non-bargaining township employees.

**ARTICLE 25**  
**SICK/BEREAVEMENT/UNPAID LEAVE**

**Section 1. Accrual/Annual Conversion.** Sick leave credit shall be earned at the rate of 6.0 hours for each completed two (2) week pay period of service, provided the employee was in active pay status for the entirety of the pay period. Upon reaching an accumulation of one thousand four hundred forty (1,440) hours, the employee shall be permitted to convert a maximum of one hundred fifty-six (156) hours sick leave, which shall be purchased at the end of each year at the rate of thirty three percent (33%) of the value of such time paid at the regular hourly rate in effect December 1 of that year.



**Section 2. Uses of Sick Leave.** Sick leave may be granted to an employee who is unable to perform his duties, upon approval of the Chief or his designee, for the following reasons:

1. Illness or injury of the employee or illness or injury of a member of the employee's immediate family, where the presence of the employee is reasonably necessary.
2. Exposure of the employee to a contagious disease that would have the potential of jeopardizing the health of the employee or the health of others.
3. Medical, dental, or optical appointments of the employee, or a member of the employee's immediate family, where the presence of the employee is reasonably necessary, that cannot be scheduled during non-work time. Time off must be arranged with the employee's supervisor in advance.
4. Disability due to pregnancy, childbirth, or related medical conditions.

**Section 3. Definition of Immediate Family for Sick Leave Use.** For the purposes of sick leave, "Immediate family" is defined as the employee's parent, brother, sister, spouse, or child.

**Section 4. Minimum Increments for Usage.** Sick leave shall be charged in minimum units of one (1) hour, unless the employee leaves work early due to illness, in which case no minimum shall apply.

**Section 5. Evidence Required for Sick Leave Usage/Physician Statement.** The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. If medical attention is required, the absence is two (2) work days or more, or if the Employer/designee determines that there is a pattern of abuse of sick leave, the employee may be required to furnish a satisfactory, written, signed statement from a licensed medical practitioner stating the nature of the illness, that the employee was unable to perform his duties, and that the employee is able to resume the performance of those duties upon return to work or that the employee's absence was necessary for the care of the member of his immediate family. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Where the employee has received treatment from a medical facility, acceptable medical documentation (e.g. discharge papers, billing records, practitioner note, etc.) will be sufficient to support the need for sick leave use. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

**Section 6. Notification by Employee.** When an employee is unable to work, he shall notify his supervisor or other designated person within at least two (2) hours before the time he is scheduled to report to work on each day of the absence, unless the employee can demonstrate extenuating circumstances or other arrangements have been made. The employee shall advise as to the expected length of his/her absence.

**Section 7. Abuse of Sick Leave/Patterned Absence.** An employee utilizing sick leave shall be expected to be at home and available to be contacted during those working hours being covered as sick leave, at a medical provider, or another location that is consistent with his inability to report for duty. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and a refund of salary or wage paid. A pattern of abuse includes but is not limited to, sick leave use marked by frequency or pattern contiguous or related to scheduled days off, holidays, weekends, vacation and/or consistent regular usage, or a method of usage of available sick leave. Employees who are suspected of sick leave abuse shall be dealt with on an individual basis in accordance with Departmental policy.

**Section 8. Fitness For Duty Examinations.** The Employer may require the bargaining unit member, at the Employer's expense, to submit to an examination by a physician or other professional designated by the Employer for the purpose of verifying the illness, determining whether the bargaining unit Member is unable to perform his required duties, and determining the expected date of recovery. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

**Section 9. Interactive Dialogue/Disability Separation.** Where the Employer is in receipt of evidence indicating the employee's inability to perform the essential functions of his position or upon receipt of the medical professional's opinion on fitness for duty under Section 8, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that the physician has concluded the employee unfit for duty or evidence otherwise supports his inability to return, then the employee will be placed on sick leave, FMLA leave as applicable, unpaid disability leave, or disability separation made. Disability separation shall not be initiated until such time as the employee has exhausted all available paid leave, FML if applicable, and discretionary unpaid leave if granted. Such action is non-disciplinary in nature.

**Section 10. Sick Leave Payment Upon Retirement.** Upon death or retirement from service under the applicable pension system and having ten (10) or more years of continuous full-time service with the Employer, an employee shall be paid the value of one-half of his/her accumulated sick leave credit to maximum accumulation of one thousand four hundred forty (1,440) hours/a maximum-payment of seven hundred twenty (720) hours. In the event of death, payment shall be made to employee's designated beneficiary, if any, failing which payment shall be made to his/her estate.

**Section 11. Transfer of Sick Leave.** Employees hired by The Chester Township Fire Department who have accumulated sick leave from public service with the State of Ohio or any other political subdivision of the state may be credited with up to one hundred twelve (112)

hours of previously accumulated sick leave. Appropriate documentation will be required.

**Section 12. Bereavement Leave.** In case of death of an employee's or employee's spouse's immediate family (immediate family for bereavement leave purposes is defined as mother, father, sister, brother, grandparent, grandchild, wife, husband, or child of the employee by blood or marriage), the employee shall be granted one (1) shift of bereavement leave. The employee may request to use other paid leave to supplement paid bereavement leave under this section.

**Section 13. Unpaid Leave.** If an illness or disability continues beyond the time covered by earned sick leave, an employee may use earned vacation leave and compensatory time, or may request an unpaid leave of absence. An employee must use all available paid leave prior to being placed on unpaid status.

## **ARTICLE 26** **HOLIDAYS**

**Section 1. Recognized Holidays.** Bargaining unit employees will receive twenty-four (24) hours of holiday time for each of the following five (5) recognized township holidays:

- |                           |                          |
|---------------------------|--------------------------|
| 1. New Year's Day         | First Day of January     |
| 2. Martin Luther King Day | Third Monday of January  |
| 3. Presidents Day         | Third Monday of February |
| 4. Columbus Day           | Second Monday of October |
| 5. Veteran's Day          | Eleventh day of November |

**Section 2. Holiday Time Crediting/Proration.** An employee will be credited with holiday time at the beginning of each year for scheduling purposes. During an employee's initial year of employment, he shall be credited with the time that he would otherwise earn for those holidays occurring after his initial full-time appointment. In the event that an employee separates from service having utilized more holiday time than he would otherwise have earned for holidays occurring after his separation date, reconciliation shall be made from his final pay.

**Section 3. Rate of Pay for Holiday Work on Additional Recognized Holidays.** In addition to those holidays recognized in Section 1, any employee who works the scheduled turn that begins on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Eve shall receive time and one-half (1.5) his regular rate of pay for each hour worked on the scheduled turn. In the event that an employee who works the scheduled turn that begins on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Eve is working overtime, he shall receive two (2) times his regular rate of pay for each hour worked on the scheduled turn.

## **ARTICLE 27**

### **VACATION**

**Section 1. Vacation Schedule.** Full-time employees are entitled to vacation leave with pay after one (1) year of continuous full-time service with the Employer. Except as provided herein, no employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of full-time employment with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<b><u>Vacation Service</u></b>	<b><u>Shifts/Hours</u></b>
Less than one (1) year	0
One (1) year up to five (5) years	5 shifts (120 hours)
Five (5) years up to ten (10) years	7 shifts (168 hours)
Ten (10) years up to fifteen (15) years	8 shifts (192 hours)
Fifteen (15) years to twenty (20) years	9 shifts (216 hours)
Over twenty (20) years	11 shifts (264 hours)

Normally, vacation time will be credited on the employee's initial anniversary date of employment. Notwithstanding this, in order to better attract and retain personnel, the Employer may designate advancement of vacation leave that would otherwise be accrued during the initial year of employment as part of a hiring package. Such leave may be utilized during the initial year of employment, subject to any restrictions established by the Employer. If an employee leaves or is terminated from employment prior to their initial anniversary date of employment after having utilized more leave than otherwise he would have earned he will be required to reconcile any overage in use though offset from his final paycheck and/or severance pay. Otherwise, there will be no pro-rata payment for vacation for that initial year.

**Section 2. Service Credit/Advanced Placement on Schedule.** Employees moving from part-time status to full-time status shall receive year-for-year credit for each year of continuous service with the Township and placed on the vacation schedule at that appropriate rate. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio. However, the Employer, at its sole and exclusive discretion, may grant accrual credit to newly hired employees and place them at an advanced accrual rate on the applicable vacation schedule as part of its desire to attract and retain employees. Once granted, those employees will be placed on the vacation service scale at the applicable accelerated rate with future advancement based on the grant of service credit and continued service with the Employer. Each employee of the Employer who has been previously credited with vacation service credit or prior service credit prior to the execution of this agreement shall retain such service credit.

**Section 3. Vacation Scheduling/Usage/Restrictions.** All vacation use shall be in accordance with the approved policies and procedures of Chester Township and the Chester Township Fire

Department as adopted or amended from time to time. Vacation time must be used in the year that it was accrued or sold back pursuant to Section 4. Requests for vacation use are subject to the Employers determination of its staffing levels and operational needs of the Fire Department. Vacation time must be pre-approved by the Fire Chief/designee. Vacations will be scheduled by Employees every six (6) months and on a seniority basis and in accordance with the following procedures:

1. During the first week of November and June, the most senior bargaining unit member will be given the vacation calendar by the Fire Chief. Within seven (7) calendar days from the receipt of the calendar, The Employee will select his/her vacation days not to exceed two (2) weeks (120 hours). The employee will designate his desired vacation days on the vacation calendar and return the calendar to the Fire Chief.
2. To complete Round One, the same procedure will be followed on a seniority basis with each employee having seven (7) calendar days to select up to two (2) weeks (120) hours of vacation time. After round one has been completed, the procedure will be repeated. The most senior employee will be permitted to schedule the remainder of his/her vacation, and so on, until the scheduling has been completed.
3. The failure of an employee to return the vacation calendar to the Fire Chief within seven (7) calendar days, except for good cause shown during the allotted period, will result in the employee's loss of time, and the Fire Chief will proceed to offer the vacation calendar to the next senior employee. An employee who loses a turn will go to the bottom of the list for the round.
4. Within ten (10) calendar days after receiving the vacation calendar with all of the employees' vacation selections, the Fire Chief will review the calendar to determine if the vacation scheduling is acceptable and in accordance with the terms of this Agreement. The Fire Chief shall then publish the approved vacation schedule.

**Section 4. Vacation Sell-back.** An employee who has not utilized his annual vacation allotment shall have the option of selling back any accrued, unused vacation leave, subject to the availability of funds and approval by the Employer/designee. In order to exercise this option, the employee must notify the Employer in writing by November 1 of the year in which the vacation is to be sold. Upon approval, payment for sell back shall be made in December of that year.

## **ARTICLE 28** **COURT LEAVE**

**Section 1. Job Related Court Appearances.** The Employer shall grant leave, with pay, to an Employee for the period off time he is required to appear before a court, judge, justice, or coroner as a plaintiff, defendant or witness If the required appearance is job related.

**Section 2. Jury Duty.** When an Employee is summoned for Jury Duty at a time when the

Employee is scheduled for work, the Employee shall receive his regular rate of pay during his leave minus any funds received for Jury Duty. The Employee shall return to work upon completion of Jury Duty.

**Section 2. Personal Court Appearances.** This Article shall not apply to Employees who must make a court appearance for a personal matter such as a divorce, custody, civil, or criminal proceeding. Such matters must be taken from accumulated vacation, accumulated personal days or as an unpaid leave of absence.

## **ARTICLE 29** **WAIVER IN CASE OF EMERGENCY**

**Section 1. Waiver in Case of Emergency.** In cases of emergency applicable to the Employer's operations declared by the President of the United States, the Governor of the State of Ohio, the Board of Geauga County, the Geauga County Sheriff, Board of Trustees of Chester Township and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances;
- B. all work rules and/or provisions of agreements and practices relating to the assignment or scheduling of work of all employees; and/or
- C. any other provision so designated by the Employer as being necessary for the safe and effective delivery of public services during the term of the declared emergency.

**Section 2. Termination of Emergency.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement, and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

## **ARTICLE 30** **SEVERABILITY**

**Section 1. Severability.** If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**Section 2.** In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

**ARTICLE 31**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective January 5, 2025, and shall remain in full force and effect until December 31, 2027.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives to be effective this \_\_\_\_\_ day of January 2 2025.

**FOR CHESTER TOWNSHIP**

**FOR THE UNION**

\_\_\_\_\_  
Joseph Mazzurco, Trustee

\_\_\_\_\_  
Martin J. Neary, IAFF Local 5331 President

\_\_\_\_\_  
Craig Richter, Trustee

\_\_\_\_\_  
Jeremy Scalese, IAFF Local 5331 Vice-President

\_\_\_\_\_  
Ken Radtke, Jr., Trustee

\_\_\_\_\_  
Matt Collins, IAFF Local 5331 Treasurer

\_\_\_\_\_  
William J. Shaw, Fire Chief



**APPENDIX A**  
**GRIEVANCE APPEAL**  
**STEP 1**

Name of Employee \_\_\_\_\_ Grievance No. \_\_\_\_\_

Date Presented \_\_\_\_\_ Date \_\_\_\_\_

Nature Of Grievance/Article and Section Violated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement Of Facts \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employee \_\_\_\_\_

Union Rep \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Dept. Head \_\_\_\_\_

Date Received \_\_\_\_\_

Dept. Head/Designee Response

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

**APPENDIX A (Continued)**  
**GRIEVANCE APPEAL**  
**STEP 2**

Date \_\_\_\_\_

Grievance No. \_\_\_\_\_

Employee (Grievant) \_\_\_\_\_

Appealed To Step 2 By \_\_\_\_\_ Date \_\_\_\_\_

Reason For Appeal Of Article And Section Violated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Statement Of Facts \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Requested (If Filed Initially At Step 2) \_\_\_\_\_

\_\_\_\_\_

Delivered By Employee/Union Rep To Board of Trustees

Employee/Union Rep \_\_\_\_\_ Date \_\_\_\_\_

Received By \_\_\_\_\_ Date \_\_\_\_\_

Board or Designee's Answer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Respondent

Date \_\_\_\_\_

**APPENDIX B**  
**PROMOTIONAL POLICY**

**Section 1.** The Township shall conduct promotional tests for positions up to and including the rank of Lieutenant. The Township shall have the right to select the type of promotional test to be administered, whether written, physical, interviews, or assessment center or any combination thereof. The test shall be prepared by an independent testing agent selected by the Township.

**Section 2.** The Township shall post notice of the promotional exam at least two (2) months prior to the testing date. The notice of promotional examination shall contain, among other information determined by the Township, (1) a list of suggested books and literature to assist applicants in preparing for the test, said list to not be exclusive, (2) identification of the total passing score to be achieved in order for an applicant to be placed on the promotional eligibility list, and (3) the weight to be given to each component part of the promotional exam in calculating the total passing score.

**Section 3.** Internal Applicants for promotional examinations shall be limited to bargaining unit members, unless there are fewer than three (3) applicants eligible to take the promotional test. Applicants will be limited to bargaining unit members with at least two (3) years of full-time service or seven (7) years of part-time service with Chester Township Fire Department

**Section 4.** Within thirty (30) days after the results of the promotional examination are announced, an eligibility list containing the names of all persons who passed the examination shall be certified and placed upon the eligibility list. The names shall be ranked, with the highest-ranking candidates listed first. The Fire Chief, with the approval of the Trustees, shall select one (1) of the three (3) highest ranking candidates on the eligibility list for appointment to the position. The eligibility list shall remain in effect for one (1) year unless mutually agreed to extend the list for one (1) additional year.

**APPENDIX C**  
**INITIAL SENIORITY LIST**

Pursuant to Article 17, the list below represents the initial seniority list for the unit as negotiated by the parties. Thereafter, additions to this list shall be made based on date of full-time hire and updated accordingly.

1. Eon Osborne
2. Jeremy Scalese
3. Martin Neary
4. Frank Virant
5. Matthew Collins

**LETTER OF UNDERSTANDING**  
**VACATION/GRANDFATHERED PERSONNEL**

Notwithstanding the vacation schedule contained in the parties Agreement, the parties agree that any unit member presently receiving a higher annual vacation allotment shall continue to receive that annual amount and not be subject to an annual reduction in his vacation allotment. Subsequent advancement to the next level of accrual, however, shall be in accordance with the parties' Agreement.

**Memorandum of Understanding**  
**IAFF Local 5331**  
**And Chester Township**

**Article III**

Section 8. Dues Deduction Procedures. The Fiscal Office may establish procedures for deducting dues. Deductions shall be made during **one (1) pay period each month**. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

This agreement between IAFF Local 5331 and Chester Township is to recognize that there is a mutual agreement to deduct union dues of \$50.00 twice (2) a month totaling \$1,200.00 annually per member. Whereas the letter of the contract is written to be collected once a month.

Ken Radtke (Trustee)

X 

Date: 1/23/2025

Chief William Shaw

X 

Date: 1/22/2025

Martin Neary (President)

X 

Date: 1/21/2025

Craig Richter (Trustee)

X 

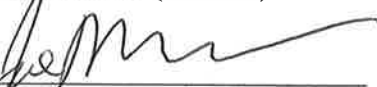
Date: 1-23-2025

Jeremy Scalese (VP)

X 

Date: 1/20/2025

Joe Mazzurco (Trustee)

X 

Date: 1-23-2025

Matthew Collins (Treasurer)

X 

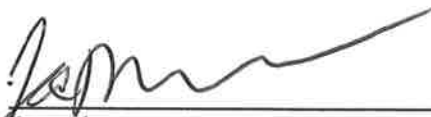
Date: 1/27/2025

Resolution # 2025-20

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives to be effective this \_\_\_\_\_ day of January 2025.

**FOR CHESTER TOWNSHIP**

  
\_\_\_\_\_  
Joseph Mazzurco, Trustee

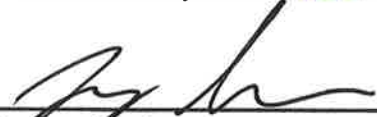
  
\_\_\_\_\_  
Craig Richter, Trustee

  
\_\_\_\_\_  
Ken Radtke, Jr., Trustee

  
\_\_\_\_\_  
William J. Shaw, Fire Chief

**FOR THE UNION**

  
\_\_\_\_\_  
Martin J. Neary, IAFF Local 5331 President

  
\_\_\_\_\_  
Jeremy Scalese, IAFF Local 5331 Vice-President

  
\_\_\_\_\_  
Matt Collins, IAFF Local 5331 Treasurer