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**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**GENOA TOWNSHIP**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
LOCAL NO. 4307**

**JANUARY 1, 2013 - DECEMBER 31, 2015**

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**ARTICLE 1**  
**AGREEMENT**

**Section 1.1 Agreement** This is an Agreement entered into by and between the Township of Genoa, Delaware County, Ohio (the "Township"), and the International Association of Firefighters, Local No. 4307 (the "Union").

**Section 1.2 Purpose** This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the Township, bargaining unit members and the Union, and to set forth the complete understandings and agreements between the parties governing wages, hours, terms and conditions of those members' employment.

**Section 1.3 Governing Law** This Agreement shall be governed by the laws of the State of Ohio, including, but not limited to, the provisions of Ohio Revised Code Chapter 4117.

**Section 1.4 Severability** Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement, the parties shall, upon the written request of either party, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision(s) by good faith negotiations.

**Section 1.5 Sanctity of Agreement** The Township and the Union agree that no elected official of the Township or Union Representative shall ask a member to make any written or verbal agreement which would conflict with this Agreement. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Recognition** The Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article in matters affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Agreement.

**Section 2.2 Bargaining Unit** There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full-time employees employed in Genoa Township Fire Department (the "Department") by the Township in the classifications of firefighter, fire prevention officer/fire inspector, lieutenant, staff lieutenant and captain (hereinafter sometimes referred to singularly as "member" and collectively as "members").

**Section 2.3 Exclusions** The classifications of Fire Chief, Deputy Fire Chief, Fire Marshal and all other positions and classifications not specifically established above as being included in the bargaining unit shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal employees, and employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117.

**ARTICLE 3**  
**EMPLOYEE READINESS**

**Section 3.1 Training, Licenses and Certifications** As a condition of continued employment with the Township, each member shall obtain, possess and maintain the minimum qualifications established for the member's position, which qualifications for all members currently include the following:

- A. A current and valid State of Ohio certification as a fully trained and qualified full-time firefighter.
- B. Certification as a State of Ohio Emergency Medical Technician – Basic.
- C. Certification in cardiopulmonary resuscitation.
- D. Any member who is certified as an Emergency Medical Technician Paramedic shall maintain certification as a Paramedic. Any Paramedic shall be required to maintain certification in the following (or their equivalents as determined by the Fire Department's Medical Director):
  - 1. Advanced Cardiac Life Support
  - 2. Pediatric Advanced Cardiac Life Support
  - 3. International Trauma Life Support or Pre-Hospital Trauma Life Support.

Notwithstanding anything to the contrary contained herein, there shall be no requirement that any member who is not a paramedic obtain certification as an Emergency Medical Technician Paramedic and no such member shall be denied a promotional opportunity on the basis of such member's lack of this certification.

- E. Certification as a Hazardous Materials Technician unless otherwise approved by the Fire Chief. For those members required to maintain certification as a Hazardous Materials Technician, the Township shall provide an annual physical for the member and shall keep any and all records of the member's physical(s) on file indefinitely.
- F. A current and valid Ohio driver's license.
- G. Maintain insurability under all Township automobile and/or liability insurance policy(ies).

H. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time firefighters, lieutenants, captains, fire prevention officers/fire inspectors, paramedics, and/or staff lieutenants by federal or state law, rule or regulation, and/or the Township's Fire Departmental or EMS Protocol Policies.

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

**Section 3.2 Loss of Certifications and/or Licenses** Except as otherwise provided in Section 3, below, a member who, for any reason whatsoever, fails to obtain or maintain the minimum qualifications for the member's position as set forth in Section 1, above, shall constitute a failure to maintain the minimum qualifications for the member's position, and shall be grounds for and result in the termination of the member's employment with the Township.

**Section 3.3 Temporary Loss of Licenses or Certifications** The temporary loss of a required license or certification shall not constitute a failure to maintain minimum qualifications under this Article. For purposes of this Article, the temporary loss of a required license or certification shall be a loss of such license or certification for a period of thirty (30) days or less. A loss of a required license or certification for a period of more than thirty (30) days shall constitute a failure to maintain the minimum qualifications for the member's position and result in immediate termination.

**Section 3.4 Screening and Vaccinations** A member may elect to obtain, at the Township's expense, an annual tuberculosis screening; the complete series of Hepatitis B vaccination, as well as annual testing to ensure the efficacy of such vaccination series; and/or an annual HIV/AIDS screening. No member shall be required to receive the testing(s)/vaccination(s) detailed in this Section 4, but the Township may require a member to sign a waiver noting such member's decision not to receive any such test(s)/vaccinations(s). The testing(s)/vaccination(s) shall be obtained from a provider(s) designated by the Township. Unless otherwise required by law, the results of any such testing(s)/vaccination(s) shall only be disclosed to the member, the Fire Chief, the member's shift officer, the Board of Trustees (in a nonpublic forum), a consulting physician hired by the Township, the Township's custodian of such records and, upon written notification to and upon the written authorization of the member, such other person(s) as deemed necessary by the Township.

**Section 3.5 Public Safety Divers Association (PSDA) Membership** The Township shall pay the annual renewal certification fee for department PSDA certified divers.

**ARTICLE 4**  
**NON-DISCRIMINATION**

**Section 4.1**    **Joint Pledge**    As may be provided by applicable law, neither the Township nor the Union shall unlawfully discriminate against any member on the basis of age, sex, race, color, creed, national origin, political affiliation, handicap, marital status, application for or participation in the worker's compensation program or membership or non-membership in the Union.

**Section 4.2**    **Township Pledge**    The Township agrees not to interfere with the rights of bargaining unit members to become members of the Union, and the Township shall not discriminate, interfere with, restrain or coerce any member because of Union membership or because of any legal member activity performed in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or is not in violation with law, rule or regulation.

**Section 4.3**    **Union Pledge**    The Union recognizes its responsibility as bargaining agent and agrees to equally represent all members of the bargaining units without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with the rights of members to refrain or resign from membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any member exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 5**  
**UNION SECURITY**

**Section 5.1**    **Dues Deduction**    The Township agrees to deduct regular Union membership dues, as certified by the Union to the Township, the first two (2) pay periods of each month from the payroll check of a member. The Township also agrees to deduct Union initiation fees and assessments, as certified by the Union to the Township, in the first two (2) pay periods of a month in which such fees and assessments are due from the pay of a member. If a member has insufficient pay in the first two (2) pay periods of a month in which said deductions are due, the deductions shall be made from the next or a subsequent pay. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Township Fiscal Officer. The Township Fiscal Officer agrees to furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a notice of any change in the number of members for whom deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Union, provided such member provides at least one (1) month prior written notice to the Township Fiscal Officer that the member is revoking the payroll deduction form authorization.

**Section 5.2 Fair Share Fee**

- A. Employees who are not members of the Union shall, as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. This fair share fee shall be certified by the Union to the Township Fiscal Officer at such times during the term of this Agreement as necessary to be accurate, including the names of the individuals affected and the amount of the fee to be deducted. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the Township from the payroll check of each bargaining unit employee who is not a member of the Union. The deduction of this fair share fee is automatic and does not require the authorization of the employee. The automatic deduction shall be made the first two (2) pay periods of each month.
- C. The automatic deduction shall, upon thirty (30) days prior written notice from the Union, be initiated by the Township whenever a bargaining unit employee who is not a member of the Union has completed his or her first sixty (60) days of employment. The provisions of Ohio Revised Code Section 4117.09(C), paragraph three, shall apply in regard to employees who assert conscientious objections to payment of this fair share fee.
- D. The Township's obligation to make fair share fee deductions shall terminate automatically upon a termination of employment or transfer of an employee to a job classification outside the bargaining unit.
- E. The rate at which such fair share fee is to be deducted and the persons affected shall be certified to the Township Fiscal Officer by the Treasurer of the Union on an annual basis (once per year). Any changes in the rate at which such fees are to be deducted and/or the persons affected shall be certified to the Township Fiscal Officer by the Union at least thirty (30) days prior to the implementation date. The parties agree that neither the members nor the Union shall have a claim against the Township for errors in processing, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that such fee would normally have been paid by deducting the proper amount. If a member has insufficient pay in the pay period of a month in which such deduction is to be made, the deduction will ordinarily be made from the next subsequent pay.

**Section 5.3 Processing** The Township shall be relieved from making such individual "check-off" of dues deductions upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) an unpaid leave of absence; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the member from the Union. Any changes in the rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union at least thirty (30) days

prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to making any changes in an individual's dues deductions. The parties agree that neither the members nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 5.4 Additional Payroll Deduction** The Township may, at its option, provide the Union with an additional payroll deduction for the purpose of the Union providing an additional member benefit.

**Section 5.5 Union Indemnification** The Union hereby agrees that it will indemnify and hold the Township harmless from and against any and all claims, actions or proceedings, including the defense thereof, by any person arising from deductions made by the Township pursuant to this Article, excepting an error by the Township or failure of the Township to comply with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5.6 Bulletin Board** The Union shall be permitted to maintain a bulletin board in size and at a location mutually agreed upon between the Union and the Fire Chief. Union bulletins and Union material only will be permitted to be posted on this board. In the event inappropriate material is placed on the Union bulletin board, it shall be immediately removed by a Union Representative.

**Section 5.7 Ballot Box** The Union shall be permitted, upon prior notification to the Fire Chief, to place a ballot box at a location mutually agreed upon between the Union and the Fire Chief for the purpose of collecting members' ballots on all Union issues subject to ballot. The box shall be the property of the Union and its contents shall not be subject to the Department's review.

**Section 5.8 Bargaining Unit Meetings** The Union shall be permitted, upon prior notification to and approval by the Fire Chief, to hold meetings for members at Departmental Headquarters or other Township building, room or facility at no cost to either party. The Fire Chief shall not unreasonably withhold approval for such meetings. It is intended that normal Departmental operations shall not be disrupted by the use of this provision.

**Section 5.9 Use of Intra-Departmental Mail** The Union shall be permitted to utilize the intra-departmental mail system and agrees that the use of the mail system will be reasonable and limited for the purpose of providing information to members pertaining to Union business or bargaining unit representation. All mail placed into the mail system by the Union shall be the property of the member to whom it is addressed and shall not be subject to the Township's review. The Township shall not be responsible for such mail.

**Section 5.10 Personal Mail** It is the policy of the Township that the Township offices shall not be used by members as an address for regular receipt of personal mail. However, in the

event clearly marked or identifiable personal mail is sent to a member at the Township offices, it shall not be subject to prior review by the Department or Township; provided, however, that the Department shall not be deemed in breach of this provision should such mail be inadvertently opened upon a good faith belief that such mail was intended for or relates to Departmental and/or Township operations.

**Section 5.11 Grievance Representative** The Union shall designate one (1) Grievance Representative to represent the bargaining unit. The Union shall notify the Fire Chief, in writing, of the name of the Grievance Representative within thirty (30) days of his/her appointment. The Union President may designate an alternate for the Grievance Representative who will be authorized to act as the Grievance Representative in those instances where the Grievance Representative is unavailable or unable to perform the Representative's authorized functions. The authorized functions of the Grievance Representative shall include, but not be limited to, the following: (a) attendance at any joint meeting between the Township and Union relating to employee relations and/or grievances; (b) representation of a member in investigating and processing grievances; and (c) providing general supervision and coordination of grievances; provided, however; that there is no interference with, disruption of, or interruption in normal departmental operations or the work of such Grievance Representative or any member, as determined by the Fire Chief.

**Section 5.12 Union Business** The Union President, or his/her designee may, upon prior notification to and with the approval of the Fire Chief, be permitted a reasonable amount of time to transact official Union business at Departmental work sites, provided that Departmental operations shall not thereby be interfered with or interrupted.

**Section 5.13 Employee Meetings** The Township may schedule and conduct one or more meetings of employees, including singularly or collectively Bargaining Unit Members, for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be voluntary. Members who attend such meetings, outside of their regular hours of work, shall not be compensated.

**Section 5.14 Union Review Board** The Union shall establish a Union Review Board ("URB"). The purposes and authority of the URB are as follows:

- A. Grievance Procedure: Prior to proceeding to Step Four of the Grievance Procedure (or, for grievances involving a decision by the Fire Chief under Article 10, Section 8, to impose a suspension or a reduction in rank, prior to proceeding to Step Five), the grievant shall file a copy of the grievance, along with the written responses from prior Steps, with the URB. (The Union President or his designee shall be the person(s) authorized to accept such filing.)
  - 1. Within fourteen (14) days after the receipt of the grievance, the URB shall review the grievance and notify the grievant, in writing, of its approval or disapproval of the grievance.

2. If the URB disapproves the grievance, the grievance shall be considered resolved in favor of management and shall not be processed to any further Step in the Grievance Procedure. If the URB fails to timely respond to the grievant, the URB shall be deemed to have approved the grievance for filing at Step Four (or, if applicable, Step Five) of the Grievance Procedure, after which the grievant shall then timely process the grievance to Step Four (or, if applicable, Step Five) if the grievant wishes to pursue the grievance.
3. The URB shall have no authority to resolve or otherwise respond to the grievance on behalf of management. Rather, the role of the URB in the Grievance Procedure (as set forth in Article 6) is limited to reviewing a grievance initiated by an aggrieved member and determining whether or not the grievance may be processed to Step Four (or, if applicable, Step Five) of the Grievance Procedure.
4. If the grievant processes a grievance to Step Four (or, if applicable, Step Five) of the Grievance Procedure without first obtaining the approval of the URB, the grievance shall be summarily dismissed and considered resolved in favor of management.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**Section 6.1**    **Grievance Defined**    A grievance is an allegation that there has been a breach, misinterpretation, or improper application of this Agreement or that a Departmental work rule or regulation has not been uniformly applied. An action involving the termination of a member shall not be grievable, but may be appealed to court in accordance with applicable law.

**Section 6.2**    **Qualifications**    A grievance may be initiated by an aggrieved member or by the Union. A grievance initiated by the Union shall be filed at Step Three, and be signed by a Union Officer. When a group of members desires to file a grievance involving each member of the group in a substantially similar manner, the Union or the Grievance Representative may select one (1) member to process the grievance as the designated representative of the affected group. Grievances resulting from a decision made by the Fire Chief under the provisions of Article 10, Section 8 which involves a suspension or a reduction in rank from a captain or a lieutenant to firefighter, if initiated and if approved by the URB, shall be filed directly at Step Five of the Grievance Procedure within twenty-one (21) calendar days after the decision taking such action. Subject to the provisions of Article 5, Section 14, hereof, a member has the right to file grievances and have them adjusted without the assistance of a Union Representative, as long as the adjustment is consistent with the terms of this Agreement.

**Section 6.3**    **Jurisdiction**    Nothing in the Grievance Procedure shall deny members or the Union any rights 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. However, once a 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 and the Union are thereafter precluded from seeking a remedy under this procedure. Likewise, once a member or the Union elects to pursue a remedy under this Grievance Procedure in lieu of a legal or administrative remedy, the member or Union is thereafter precluded from seeking a remedy apart from this Grievance Procedure.

**Section 6.4 Grievance Withdrawal** Any member or the Union may withdraw their respective grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any Step to lapse without further appeal. Once a grievance is withdrawn, the member and/or the Union shall thereafter be precluded from filing a grievance or taking any similar action based upon the incident or circumstance which gave rise to the initial grievance. Any grievance so withdrawn shall be considered resolved in favor of the Township, unless the grievance is withdrawn as a result of fraudulent misrepresentation on the part of the Township in the course of this Grievance Procedure. In the event of such an occurrence, the grievance shall again be initiated within ten (10) calendar days at the Step of last response.

**Section 6.5 Time Limits and Representatives** Any grievance which is not answered within the stipulated time limits may be advanced by the member to the next succeeding Step in the Grievance Procedure within the time frames set forth therein. All time limits on grievances may be waived by mutual written consent signed by the parties. Any Step in the Grievance Procedure may be waived on any grievance by mutual consent. The parties may, upon advance notice, bring additional representatives to any meeting in this grievance procedure, provided that the attendance of such representative may be beneficial in resolving the grievance and will not unduly disrupt or otherwise interfere with the Grievance Procedure outlined herein. For purposes of computing time under this procedure, the term "day" shall mean calendar days. When an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included, unless the last day is a Saturday, a Sunday or a legal holiday listed in Article 20, Section 1, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**Section 6.6 Grievance Form** Grievances shall be processed on a mutually agreed upon form.

**Section 6.7 Grievance Steps** All grievances must be processed at the proper Step in the progression in order to be considered at any subsequent Step. The following Steps and procedures shall be utilized in the resolution of grievances:

A. **Step One - Informal.**

1. A grievant shall first attempt to resolve a grievance informally with the grievant's immediate supervisor. This attempt at informal resolution shall be made by the grievant within twenty-one (21) calendar days after the event giving rise to the grievance occurred. At this Step there is no requirement that the grievance be submitted in writing. The supervisor shall provide a written response to the grievant or Grievance Representative within seven (7) calendar days after the initial attempt at informal resolution.

2. If the grievant is not satisfied with the response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. In doing so, the grievant may seek the assistance of the Grievance Representative.

B. Step Two - Immediate Supervisor.

1. Should the grievant not be satisfied with the response at Step One, the grievant may submit the grievance in writing to the grievant's immediate supervisor. This written grievance shall be submitted to the supervisor within the earlier of seven (7) calendar days after receiving the informal Step One response, or within twenty-eight (28) calendar days after the event giving rise to the grievance occurred. The supervisor shall note on the grievance form the date of its receipt.
2. Within seven (7) calendar days after receipt of the grievance, the supervisor shall submit to the grievant and/or the Grievance Representative a written response to the grievance, which response shall be signed and dated.

C. Step Three – Fire Chief.

1. Should the grievant not be satisfied with the response at Step Two, the grievant may appeal the grievance to the Fire Chief. The grievant shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step Two response, a copy of the grievance form containing the written response from Step Two and any other pertinent documents to the Fire Chief. The Fire Chief shall note on the grievance form the date of its receipt.
2. Within ten (10) calendar days after receipt of the grievance, the Fire Chief shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring to the meeting, or may send as a representative, the Grievance Representative. One representative of the Township (other than the Township Administrator or a member of the Board of Trustees) may attend the meeting at the invitation of the Fire Chief.
3. At the meeting called for at this Step, the grievant and/or the Grievance Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days after the meeting at this Step, the Fire Chief shall submit to the grievant and/or the Grievance Representative a written response to the grievance, which response shall be signed and dated.

D. Step Four – Township Administrator.

1. Should the grievant not be satisfied with the response at Step Three, the grievant may, with the approval of the URB in accordance with the provisions of Article 5, Section 14, hereof, appeal the grievance to the Township Administrator. The

grievant shall initiate this appeal by delivering, within twenty-one (21) calendar days after receipt of the Step Three response, a copy of the grievance form containing the written responses from prior Steps, a copy of the URB approval and any other pertinent documents to the Township Administrator. The Township Administrator shall note on the grievance form the date of its receipt.

2. Within fifteen (15) calendar days after receipt of the grievance, the Township Administrator shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring to the meeting, or may send as a representative, the Grievance Representative. One representative of the Township (other than a member of the Board of Trustees) may attend the meeting at the invitation of the Township Administrator.
3. At the meeting called for at this Step, the grievant and/or the Grievance Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days after the meeting at this Step, the Township Administrator shall submit to the grievant and/or the Grievance Representative a written response to the grievance, which response shall be signed and dated.
5. If the office of Township Administrator does not exist or is vacant, the grievant shall process the grievance from Step Three directly to Step Five within the twenty-one (21) day time frame set forth in Step Five.

E. Step Five - Board of Trustees.

1. Should the grievant not be satisfied with the response at Step Four, the grievant may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within twenty-one (21) calendar days after receipt of the Step Four response, a copy of the grievance form containing the written responses from prior Steps, a copy of the URB approval and any other pertinent documents, to the office of the Board of Trustees.
2. The Board of Trustees or its representative shall hold a meeting to review the grievance within thirty (30) calendar days following the Board of Trustees' receipt of the grievance. The grievant may be represented by the Grievance Representative or other Union Representative at this meeting. Within seven (7) calendar days after the meeting, the Board of Trustees or its representative shall submit to the grievant a written response to the grievance, which response shall be signed and dated.
3. Should the grievant not be satisfied with the Trustees' response to the grievance at Step Five, the grievant shall notify the Grievance Representative of the grievant's desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the Union. Should the Union determine to

proceed to arbitration with the grievance, the Union shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within fourteen (14) calendar days after the grievant's receipt of the Trustees' (or Representative's) written response.

F. Step Six - CCC Arbitration.

1. If the grievance is not satisfactorily resolved in Step Five, the Union or the Township may make a written request that the grievance be submitted to binding arbitration under Step Six. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step Five of the Grievance Procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step Five reply.
2. Upon receipt of a request for arbitration, the Township and the Union shall, within twenty-one (21) days following the Board of Trustees' receipt of the request, meet for purposes of selecting a three (3) member Citizens' Conciliation Council ("CCC") in accordance with the procedures contained herein.
3. The CCC shall be composed of three (3) residents of the Township. The Board of Trustees shall select one (1) member, the Union shall select one (1) member and the two (2) members so selected shall select the third (3rd) member who shall chair the CCC. No member of the CCC shall be related by blood or marriage to any bargaining unit member, Board of Trustees member or the Township Fiscal Officer, nor may any such member be a then current employee of the Township, or associated with the Union or any of its affiliates. In the event a CCC member fails to accept and/or complete his or her service as a member of the CCC, then the person initially appointing such member shall have the right to appoint a replacement.
4. The CCC shall conduct a hearing on the grievance, administer oaths and take evidence (both oral and written) from both parties. The CCC shall not be bound by any formal rules of evidence and may ask questions of any party or witness. The hearing shall be conducted at a time mutually convenient to the CCC members and the parties. The CCC may postpone and/or adjourn a hearing on its own initiative or at the request of a party. Unless otherwise agreed between the parties, the CCC shall hold the hearing at the Township general offices. Prior to and following the hearing, either party may submit to the CCC and the opposing party a written brief summarizing the unresolved issue(s), the party's rationale for its position and the requested remedy. It is the responsibility of each party to secure the attendance of its own witnesses at the hearing.
5. The CCC shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The CCC shall issue a decision within a reasonable time after the hearing. The

decision shall be made by a majority vote. The decision shall be in writing and must be signed by a majority of the CCC panel. A copy of the signed decision shall be delivered to each party. The CCC may, if available, utilize clerical support through the offices of the Board of Trustees at no cost to the member or Union. The CCC shall cause the proceeding to be tape recorded. The hearing may be recorded by a court reporter, with this fee to be paid by the party requesting the same. The fees of the court reporter shall be split equally if both parties desire a court reporter, or request a copy of any transcript. Either party may separately tape record the proceeding. Unless the parties mutually agree otherwise, the CCC proceedings shall be open to the public.

6. The CCC shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The CCC shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The CCC shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The CCC shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. In cases involving a suspension or a reduction in rank, the CCC shall have the authority to order modification of said discipline for the offense charged. The CCC shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the CCC shall limit any retroactive settlement to no earlier than twenty-one (21) calendar days prior to the date the grievance was presented to the Township in Step One of the Grievance Procedure. The question of arbitrability of a grievance may be raised by either party before or during the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the CCC's jurisdiction. Accordingly, the first question to be placed before the CCC will be whether or not the alleged grievance is arbitrable. If the CCC determines the grievance is not arbitrable, the CCC shall render no decision on the merits.
7. Unless otherwise agreed between the Township and Union, the CCC members shall be paid, as a form of reimbursement, the fee of \$75.00 per member for their service on the CCC. Payment of this fee shall be split equally between the parties. The expense of any nonemployee witness shall be borne, if at all, by the party calling the witness. The Township shall not be responsible for or incur any overtime expense as a result of this Article.
8. Except as otherwise provided in Step 7, below, the decision of the CCC shall be final and binding upon the Union, the member and the Township.

G. Step Seven – Appellate Arbitration.

1. In disciplinary cases involving a suspension, or a reduction in rank, the Union or the Township may make a written request that the decision of the CCC and underlying grievance be submitted to binding appellate arbitration pursuant to Step Seven, hereunder. A written request for appellate arbitration must be submitted to the other party within fourteen (14) calendar days following such party's receipt of the written decision of the CCC. In the event the decision of the CCC (and the underlying grievance) is not referred to appellate arbitration within the time limits prescribed, the decision of the CCC shall be final and binding upon the Union, the member and the Township.
2. Upon receipt of a request for appellate arbitration, the Township and the Union shall, within fourteen (14) calendar days following the request for appellate arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the appellate arbitration shall be the first (1st) 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 seven (7) member panel, which election may only be exercised once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the appellate arbitration promptly and issue a decision within a reasonable time thereafter.
3. 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 may consider, but is not bound by, the decision of the CCC.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be confined solely to the issues submitted for appellate arbitration. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of a suspension or reduction in rank, the arbitrator shall have the authority to order modification of said discipline for the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than twenty-one (21) calendar days prior to the date the grievance was presented to the Township in Step One of the Grievance Procedure.
5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable 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 not arbitrable, the arbitrator shall render no decision on the merits.

6. The decision of the arbitrator shall be final and binding upon the Union, the member and the Township. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Township and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness except that member witnesses on duty time shall not lose any wages due from the Township. The fees of the court reporter shall be paid by the party asking for one. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. The Township shall not incur any overtime expense as a result of this Step.

**Section 6.8** **Grievance Representation** A member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors as long as such attendance does not adversely affect operations of the Fire Department in the opinion of the Fire Chief. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the grievant and/or Grievance Representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the Grievant and/or Grievance Representative both the grievant and the Grievance Representative shall not be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by a grievant, Grievance Representative or any other member result in overtime pay.

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

**Section 7.1** **Management Responsibilities** The Union recognizes the right and authority of the Township, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Township of Genoa, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Township has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve employees from duty by layoff or job abolishment;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. 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;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Township's operations; and
- K. To determine and implement necessary actions in emergency situations.

**Section 7.2 Matters Bargained and Not Bargained** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement. The Township is not required to bargain with the Union during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

**Section 7.3 Work Rules** The Union recognizes the right and authority of the Township to promulgate rules and regulations governing the operations of the Department and the conduct of Department personnel. The Township agrees that to the extent practicable, work rules shall be reduced to writing and provided to all members in advance of their enforcement. The Township agrees to apply work rules uniformly and consistently, taking into consideration the surrounding circumstances. Any charge by a member that a Departmental work rule or regulation is in violation of this Agreement, or has not been uniformly applied, shall be a proper subject for a grievance.

**ARTICLE 8**  
**WAIVER IN CASE OF EMERGENCY**

**Section 8.1 Waiver** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Delaware County Commissioners, the Genoa Township Board of Trustees, the Federal or State Legislature, or the Chief of Police, resulting from acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

- A. Time limits for management, the Union, or a member to reply on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of all members.

**Section 8.2 Termination** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which the grievance(s) had properly progressed.

**ARTICLE 9**  
**INTERVIEW PROCEDURES FOR CIVILIAN COMPLAINTS**

**Section 9.1 Purpose** The Township and the Union acknowledge that complaints or allegations involving the conduct of members are occasionally made by civilians which require the Township to make inquiry into the facts and circumstances surrounding the complaints or allegations, and where appropriate, to take some responsive action. It is the intent of this Article to provide procedures which are designed to:

- A. Afford fairness to members in the conduct of such inquiries, including the right to respond to any complaints or allegations; and,
- B. Conduct inquiries in a manner appropriate to the nature of the complaints or allegations; and,
- C. Strike a balance between the need to be responsive to legitimate concerns of the public and the need to protect members from unwarranted accusations; and,
- D. Result in responsive action being taken which is consistent with the outcome of an inquiry.

**Section 9.2 Exempt Inquiries and Investigations** This Article is only intended to apply to those instances where a member is notified to report for a formal oral interview concerning a complaint or allegation made by a civilian (i.e. meaning a person outside of the Township) against the member. This Article shall not apply to the following:

- A. Disciplinary investigations initiated by a supervisor or management;
- B. Criminal complaints or complaints which could be considered criminal in nature and which are referred to the proper police jurisdiction for investigation;
- C. Members who are orally interviewed as witnesses concerning a civilian complaint or allegation. If however, a member who has been previously interviewed as a witness subsequently becomes the object of the investigation, then future interviews with such member shall be subject to the procedures set forth in Section 3, below; and,
- D. Requests made to members to provide a written response to civilian complaints or allegations and discussions with members concerning the circumstances of any such complaint or allegation.

**Section 9.3** **Civilian Complaints** When a member is initially notified to report for a formal interview concerning a civilian complaint made against the member, the member shall be provided with written notice of the complaint or allegation prior to the interview and shall be permitted a reasonable period of time, not to exceed seventy-two (72) hours to obtain representation from the Union prior to the interview. If requested by the member, a Union representative shall be permitted to be present during such interviews. At the request of the member, the member shall be given a reasonable period of time not to exceed seventy-two (72) hours to locate and provide any documents in the member's possession regarding the complaint or allegation. A member shall be subject to being recalled for further interviews and no further written notice shall be required. Any interview conducted in connection with the complaint or allegation shall, to the extent practicable, be conducted at hours reasonably related to the member's shift, preferably during such member's working hours. Any interview of a member may be tape recorded by the Township or Union. If a transcript of the tape is made by the Township, the member will, upon request, be provided a copy of such transcript. A member who has been interviewed and is the subject of the investigation shall be advised, in writing, of the disposition of the complaint.

**Section 9.4** **Anonymous Complaints** When an anonymous civilian complaint or allegation is made and there is no corroborative evidence, then the complaint shall be classified as unfounded.

**Section 9.5** **Administrative Leave** During the pendency of any investigation (including exempt investigations outlined in Section 2, above), the member(s) who are the subject of the investigation may be placed on administrative leave with pay for such time or times as the Fire Chief may deem necessary.

**Section 9.6** **Grievance Procedure** If any of the procedures set forth in this Article are alleged to have been violated, such allegations of procedural violations only (and not the conclusion) shall, subject to the approval of the URB, be subject to the grievance procedure beginning at the Township Administrator level.

**ARTICLE 10**  
**CORRECTIVE ACTION**

**Section 10.1 Disciplinary Actions** After completion of a member's probationary period or promotional probationary period, a member shall not be subject to disciplinary action resulting in a reprimand, suspension without pay, reduction in pay and/or rank, or removal except for just cause.

**Section 10.2 Progressive Discipline** For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede suspension without pay, reduction in pay and/or rank, and removal. The commission of multiple minor offenses, whether similar or dissimilar in nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline up to and including immediate removal without regard to previous reprimands or discipline. To this end, the Board of Trustees and/or the Fire Chief reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension without pay, a reduction in pay and/or rank, or removal, the Township may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

**Section 10.3 Duration of Disciplinary Records** In the event of no intervening disciplinary action against the member, the following shall apply: oral reprimands (which the Chief may record) will cease to have force and effect after one (1) year. Written reprimands will cease to have force and effect after two (2) years and records of demotions or suspensions will cease to have effect after five (5) years.

**Section 10.4 Review of Personnel Files** Every member shall be allowed to inspect their personnel file at any reasonable time upon the member submitting a written request to the Fire Chief. Except for supervisory personnel, administrative personnel and other Township representatives, all inspections of personnel files by a member or by others pursuant to Section 149.43 will be conducted in the presence of a designated Township representative(s). Upon a request to review a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, the Township will make a reasonable attempt to notify the member of the request unless such notification would violate law. A reasonable attempt shall at least include a telephone call to the member's home or pager, an intra-office memorandum provided to the member or placed in the member's mail slot, personally informing either the member or an individual residing in the member's home, providing written notice to the member at the member's home, or making such other similar effort.

**Section 10.5 Inaccurate Documents** Should any member have reason to believe that there are inaccuracies in documents contained in their file, the member may notify the Fire Chief in writing of the alleged inaccuracy. Material will be removed from the file and placed in another Township file when a member's claim that it is inaccurate, irrelevant, untimely or incomplete is verified and sustained by the Fire Chief. The member shall also have the right to

submit a written statement detailing the member's objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member. In the alternative, the member may pursue the remedies under the Grievance Procedures.

**Section 10.6 Copies of Records of Disciplinary Action** A copy of any record of disciplinary action which has been placed in or removed from the member's personnel file shall be provided to the member at the time of its placement or removal. Unfounded citizens' complaints and anonymous charges shall never be placed in the member's personnel file.

**Section 10.7 Board of Trustees' Disciplinary Procedure** When there is reason to believe that a member's conduct may lead to discipline of a serious nature up to and including removal, the Board of Trustees may, either on its own initiative or upon recommendation of the Fire Chief, initiate proceedings and make disposition against the member as provided in Ohio Revised Code Section 505.38. Pending any hearing, the Board of Trustees and/or Fire Chief may place the member on administrative leave with pay.

**Section 10.8 Board of Trustees' Alternative Disciplinary Procedure**

- A. In lieu of any procedures established by statute or otherwise contained in this Agreement, the Board of Trustees, upon recommendation of the Fire Chief, may, as an alternative disciplinary procedure and at its sole option, utilize the following procedure in lieu of any statutory procedure in those cases where there is reason to believe that a member has committed a serious infraction which may lead to suspension or demotion:
1. The Board of Trustees and/or its designee shall reduce to writing the basis for the proposed disciplinary action. A true and accurate copy of the charges then existing shall be served upon the member, either by personal service or by certified mail.
  2. Prior to any suspension or demotion, the Board of Trustees shall conduct a hearing on the charges. The member shall be provided at least ten (10) calendar days notice of the hearing. The time and/or date of the hearing may be continued by mutual agreement. The Board may request the Fire Chief and/or such other or additional person to present the charges and any other information, evidence or testimony relating thereto. At the hearing (which shall, if mutually agreed upon between the Board of Trustees and the member, be held in executive session), the member shall have the right to be represented by a Union representative or an attorney, and to present evidence on his or her behalf. The Township and the member shall have the right to question the witnesses of the other. Pending any hearing, the Board of Trustees and/or the Fire Chief may place the member on administrative leave with pay.
  3. For purposes of this alternative disciplinary procedure, the Board of Trustees may administer oaths and, to the extent permitted by law, issue subpoenas or compulsory process to compel the attendance of persons and the production of books and papers before it and the Board may provide, by resolution(s), for the

manner and method of exercising and enforcing this provision. The Board shall cause the hearing to be transcribed by a court reporter.

4. The Board shall issue its decision within a reasonable time following the conclusion of the hearing, and the Board's decision shall be final and binding.
5. In the event the Board of Trustees elects to utilize the alternative disciplinary procedure provided for herein, the parties intend the provisions of this alternative procedure to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.
6. Non-probationary members may elect to appeal a decision of the Board of Trustees to impose a suspension or demotion under this alternative disciplinary procedure either to the Common Pleas Court to the extent provided by law, or directly to arbitration, with the approval of the Union, as provided in Article 5, Step 6. In the event an appeal is taken to the Common Pleas Court, as provided by law, and the court takes jurisdiction over the matter, the member is precluded from electing to take any appeal to arbitration. In the event that the member appeals the finding of the Board of Trustees to arbitration, as provided in Article 5, Step 6, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

**Section 10.9 Fire Chief Alternative Disciplinary Procedure** In lieu of any procedures established by statute or otherwise contained in this Agreement, the Fire Chief may, as an alternative disciplinary procedure and at his sole option, utilize the following disciplinary procedure in lieu of any statutory or contractual procedure, in those cases where there is reason to believe that a member has committed a serious infraction which may lead to suspension or demotion:

- A. Prior to the imposition of a suspension or demotion, the member shall be afforded the opportunity for a conference with the Fire Chief. A member may waive, in writing, his or her right to such conference and, upon doing so, shall be deemed to have irrevocably waived his or her right to any appeal of the suspension or demotion. Pending any conference, the Fire Chief may place the member on administrative leave with pay.
- B. The member shall be given, at least five calendar days prior to the conference, written notice of the time, date and place of the conference and a statement of the charges. The member may request a continuance of the conference, which shall be granted, provided that the rescheduled conference is held within ten (10) days of the originally scheduled conference.
- C. At the conference, the Fire Chief may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The member shall have the right to be represented at the conference by an attorney or other Union representative, to present evidence and to question adverse witnesses. The Fire Chief may administer oaths. The conference may

be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.

- D. A decision shall be issued within thirty (30) days of the conclusion of the conference. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq. or any other provision of this Agreement, the decision of the Fire Chief shall be final and binding, and such decision (and any resulting suspension or demotion) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a non-probationary member may, with the approval of the URB, elect to appeal a decision resulting in either a demotion or a suspension directly to the Board of Trustees at Step Five of the Grievance Procedure. A suspension of twenty-four (24) hours or less shall be subject to the following additional provisions and qualifications:
1. If the member elects not to appeal a suspension of twenty-four (24) hours or less to the Board of Trustees, the member may, at the member's option, forfeit an equivalent number of paid leave hours (i.e. vacation leave, holiday leave and/or personal time) in lieu of serving such suspension.
  2. If the member properly perfects an appeal of a decision resulting in a suspension of twenty-four (24) hours or less to the Board of Trustees, the Board of Trustees shall either approve or disapprove the decision, or adopt some modification thereof (which modification shall not increase the suspension time imposed by the Fire Chief). The unanimous vote of the Board of Trustees shall be required to approve or modify the decision of the Fire Chief. If the Board of Trustees fails to approve or modify the decision by a unanimous vote, the suspension imposed by the Fire Chief shall be deemed disapproved and vacated.
  3. The decision of the Board of Trustees shall be final and binding, and this decision may not be appealed to or otherwise challenged in any court or similar tribunal, and such decision shall not be appealable to CCC Arbitration and Appellate Arbitration under Article 5, respectively, Step 6 and Step 7.
  4. The parties intend that the provisions contained in this Section 9D 1 through 4, inclusive, shall supersede any conflicting provisions contained in both this Agreement and applicable law. Unless the parties agree otherwise in a successor agreement, the provisions set forth in this Section 9D 1 through 4, inclusive, for suspensions of twenty-four (24) hours or less shall terminate upon the expiration of this Agreement.
- E. If a non-probationary member properly perfects an appeal of a decision resulting in a suspension or demotion to the Board of Trustees as provided in Article 5, Step 5, of this Agreement, then the demotion or a suspension of six (6) working days or more shall be stayed, pending the decision of the Board of Trustees. However, suspensions of less than six (6) working days may be imposed by the Fire Chief following the decision of the Fire Chief.

- F. A record of a demotion or suspension imposed under Section 9 of this Article may be placed directly into the member's personnel file without the need for action on the part of the Board of Trustees.
- G. The parties intend that the provisions contained in Section 9 of this Article 10 confer upon the Fire Chief the right, power and authority to demote a member from the rank of lieutenant to firefighter or to suspend a member without pay in accordance with the procedures set forth therein; subject, however, to the non-probationary member's ability to appeal a decision resulting in a demotion or a suspension directly to the Board of Trustees under Article 5, Step 5, of this Agreement, subject to the approval of the URB. Accordingly, in the event the demotion or suspension procedures set forth in Section 8 of this Article 10 are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

**Section 10.10 Administrative Leave** During the pendency of any investigation or disciplinary proceeding, or pending any decision on any disciplinary matter, the member(s) who is the subject of the investigation, proceeding or disciplinary matter may be placed on administrative leave with pay by the Fire Chief or Board of Trustees for such time or times as the Fire Chief or Board may determine. In addition, a member's supervisor may place a member on administrative leave with pay for conduct the supervisor believes may result in serious disciplinary action or in those instances where the supervisor believes the member poses a danger to persons or property or a threat of disrupting Township operations. The placement of a member on administrative leave with pay is not a form of discipline and shall not be grievable.

**Section 10.11 Suspensions** A decision to suspend a member without pay under any procedure in this Agreement includes the right to require that the member forfeit an equivalent number of paid leave hours (i.e. vacation leave, holiday leave and/or personal time) in lieu of or in addition to such suspension. To illustrate, if a member is given a one (1) day suspension without pay, management may, at its option, require that the member forfeit one (1) vacation day in lieu of serving such suspension.

## **ARTICLE 11** **PROBATIONARY PERIODS**

**Section 11.1 Initial Probation** Upon appointment, a member will be required to successfully complete a one (1) year probationary period during which time the member shall serve at the pleasure of the Board of Trustees as an at-will employee, subject to termination with or without cause. A probationary member may be terminated at any time during the probationary period and shall have no recourse to the Grievance Procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.38 and 733.35, et seq. of the Ohio Revised Code.

**Section 11.2 Promotional Probation** A newly promoted member will be required to successfully complete a probationary period in such member's newly appointed position. The

promotional probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue for a period of one (1) year (i.e. 365 days). A newly promoted member who evidences unsatisfactory performance may be returned to the member's former classification at any time during the second half of the member's probationary period, provided that the member shall be reinstated to the former rank and salary held by such member immediately prior to the promotion, with full credit for service being given for time served during the promotional probationary period. If so returned, the member shall have no recourse to contest the return and resultant demotion through the court system and shall have no recourse to the Grievance Procedure concerning probationary demotion.

**Section 11.3 Promotional Evaluation** The Township will conduct at least one performance evaluation during the first half of the member's promotional probationary period to measure the member's fitness to continue in the position.

**Section 11.4 Extension of Probationary Period** The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 1 of this Article for an additional period not to exceed six (6) months. In the event of such extension, the affected member shall continue as a probationary member for such time as determined by the Board of Trustees (not to exceed six (6) months) without interruption of Step progression. Any extensions of a member's probationary period beyond six (6) months shall only be done upon the written approval of the Union and the affected member. During an extended probationary period, the affected member may be terminated at any time, and the affected member shall have no recourse to the Grievance Procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.38 and 733.35, *et seq.* of the Ohio Revised Code.

## **ARTICLE 12** **LAYOFF AND RECALL**

**Section 12.1 Notification to Union** In case the layoff of bargaining unit members is anticipated (whether as a result of finances, abolishment of positions, or otherwise) the Township shall notify the Union of the impending layoff. The Township and the Union shall meet to discuss possible alternatives.

**Section 12.2 Layoff Notice** Affected members shall receive notice at least twenty-one (21) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the layoff, whether the layoff is anticipated to be of a permanent nature (more than one year's duration), a statement advising the member to maintain a current address with the Township and a statement advising the member of the member's reinstatement rights consistent with this Article.

**Section 12.3 Layoff Order** The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of members in a particular rank are necessary, such members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the

most senior, up to the number of members that are to be laid off. A member in a higher rank with more Departmental seniority may displace a less senior member in the next lower rank, and in succeeding lower ranks, until the youngest member in point of service is laid off. In all cases, members who bump into a lower rank shall be entitled to the highest salary step established for that particular rank into which the member bumps.

**Section 12.4 Recall List** Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification. In order to remain eligible for recall, members must maintain the licenses, certifications and other eligibility criteria for employment.

**Section 12.5 Notice of Recall** Notice of recall listing a date for the member to return to duty shall be sent to the member by certified mail with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the member. The recalled member shall have ten (10) calendar days following the date of delivery of the recall notice to notify the Township of the member's intention to return to duty and shall have ten (10) calendar days following the date of delivery of the recall notice in which to report for duty, unless a different date for returning to duty is otherwise specified in the notice.

**Section 12.6 Effect of Recall** A member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the member was laid off, provided that the member is recalled and timely returns to work during the duration of the recall list. However, a member shall receive no service credit for time spent in layoff. A member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the member's years of service, but not necessarily to the member's former rank, shift and/or assignment. If, during the three (3) year duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the member's former rank be reestablished and become available during the three (3) year duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one member who previously held such rank, then the appointment shall be based upon seniority in that rank. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Fire Department.

**ARTICLE 13**  
**LABOR RELATIONS MEETINGS**

**Section 13.1 Labor Relations Meetings** The Township and the Union recognize the benefit of exploration and study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the Township and the Union agree to establish and maintain Labor Relations Meetings to develop approaches and possible solutions to matters of mutual concern. The matters which may be the subject of these discussions are major changes in operations contemplated by the Township which will affect members of the bargaining unit, contemplated changes in the General orders, contemplated changes in Fire mission, and concerns of the members relative to equipment, uniforms and the like. By mutual agreement, any relevant topic may be considered at these discussions.

**Section 13.2 Labor Relations Committee** There is hereby established a Labor Relations Committee which shall consist of not more than four (4) persons from each party, with each party naming its own representatives to the Committee. The Committee shall meet at least quarterly upon the call of either party and at such other times as the parties may mutually agree. Persons representing either party who are specialists in a subject matter under discussion may be brought into Committee meetings by agreement of the parties.

**Section 13.3 Authority** The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Union and the Township. Unless otherwise required by applicable law, Committee recommendations to the Union and the Township are on a confidential basis; likewise, there shall be no publication of the Committee's meeting on any specific subject without advance joint approval of the Union and the Board of Township Trustees. The Committee shall have no authority to bargain for the Union and the Township or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

**ARTICLE 14**  
**NO STRIKE/NO LOCKOUT**

**Section 14.1 No Strike** The Union recognizes that members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by state law.

**Section 14.2 No Lockout** The Township recognizes that it is prohibited from instituting a lockout of members. The Township shall meet any obligations imposed upon it by state law.

**Section 14.3 Remedies** Each party also reserves its remedies under Ohio Revised Code Chapter 4117.

**ARTICLE 15**  
**WAGES**

**Section 15.1 Pay Ranges and Rates**

A. The following annual salaries and hourly rates are hereby established as the annual wage plan for 2013 beginning on the first full pay period commencing in January 2013:

<b><u>Firefighter:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Hourly (56)	\$ 16.81	\$ 18.22	\$ 19.63	\$ 21.02
Biweekly	1,882.72	2,040.64	2,198.56	2,354.24
Annually	48,950.72	53,056.64	57,162.56	61,210.24

<b><u>Staff Lieutenant:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (40)	\$ 30.84	\$ 35.06
Biweekly	2,467.20	2,804.80
Annually	64,147.20	72,924.80

**Lieutenant promoted prior to July 1, 2012:**

	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 22.42	\$ 24.38
Biweekly	2,511.04	2,730.56
Annually	65,287.04	70,994.56

**Lieutenant promoted on or after July 1, 2012:**

	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 22.18	\$ 23.33
Biweekly	2,484.16	2,612.96
Annually	64,588.16	67,936.96

<b><u>Captain:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 24.62	\$ 25.90
Biweekly	2,757.44	2,900.80
Annually	71,693.44	75,420.80

2013 - 2015 Agreement between Genoa Township and the IAFF

B. The following annual salaries and hourly rates are hereby established as the annual wage plan for 2014 beginning on the first full pay period commencing in January 2014:

<b><u>Firefighter:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Hourly (56)	\$ 17.27	\$ 18.72	\$ 20.17	\$ 21.60
Biweekly	1,934.24	2,096.64	2,259.04	2,419.20
Annually	50,290.24	54,512.64	58,735.04	62,899.20

<b><u>Staff Lieutenant:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (40)	\$ 31.69	\$ 36.02
Biweekly	2,535.20	2,881.60
Annually	65,915.20	74,921.60

**Lieutenant promoted prior to July 1, 2012:**

	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 22.42	\$ 24.38
Biweekly	2,511.04	2,730.56
Annually	65,287.04	70,994.56

**Lieutenant promoted on or after July 1, 2012:**

	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 22.79	\$ 23.97
Biweekly	2,552.48	2,684.64
Annually	66,364.48	69,800.64

<b><u>Captain:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 25.30	\$ 26.61
Biweekly	2,833.60	2,980.32
Annually	73,673.60	77,488.32

C. The following annual salaries and hourly rates are hereby established as the annual wage plan for 2015 beginning on the first full pay period commencing in January 2015:

<b><u>Firefighter:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Hourly (56)	\$ 17.74	\$ 19.23	\$ 20.72	\$ 22.19
Biweekly	1,986.88	2,153.76	2,320.64	2,485.28
Annually	51,658.88	55,997.76	60,336.64	64,617.28

<b><u>Staff Lieutenant:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (40)	\$ 32.56	\$ 37.01
Biweekly	2,604.80	2,960.80
Annually	67,724.80	76,980.80

<b><u>Lieutenant:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 23.42	\$ 24.63
Biweekly	2,623.04	2,758.56
Annually	68,199.04	71,722.56

<b><u>Captain:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 26.00	\$ 27.34
Biweekly	2,912.00	3,062.08
Annually	75,712.00	79,614.08

**Section 15.2 Step Advancement** The "A" Step shall be the minimum rate and shall be the hiring rate for, respectively, Firefighters and Fire Inspectors. Advancement from Step A to the remaining Steps shall be by successive one (1) year intervals of continuous active service at each such Step. When a member is promoted to the rank of Captain or Lieutenant, the pay rate shall be at Step A and such individual shall progress to Step B after one (1) year of continuous active service in Step A.

**Section 15.3 Application of Pay Rates** The rates of pay set forth in Section 1 for fifty-six hour work week employees and forty-hour work week employees are based on full-time employment of, respectively, 2,912 or 2,080 hours of work per year.

**Section 15.4 Paramedic Differential** Members who are state-certified paramedics and who are assigned and functioning as paramedics for the Genoa Township Fire Department shall receive an annual supplement of 6.43% added to the members' annual salary Step set forth in Section 1, above.

The 2013 wage scale for paramedics will be as follows:

<b><u>Firefighter/Paramedic:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Hourly (56)	\$ 17.89	\$ 19.39	\$ 20.89	\$ 22.37
Biweekly	2,003.68	2,171.68	2,339.68	2,505.44
Annually	52,095.68	56,463.68	60,831.68	65,141.44

**Lieutenant/Paramedic promoted prior to July 1, 2012:**

	<u>A</u>	<u>B</u>
Hourly (56)	\$ 23.87	\$ 25.93
Biweekly	2,673.44	2,904.16
Annually	69,509.44	75,508.16

**Lieutenant/Paramedic promoted on or after July 1, 2012:**

	<u>A</u>	<u>B</u>
Hourly (56)	\$ 23.61	\$ 24.83
Biweekly	2,644.32	2,780.96
Annually	68,752.32	72,304.96

**Captain/Paramedic:**

	<u>A</u>	<u>B</u>
Hourly (56)	\$ 26.20	\$ 27.57
Biweekly	2,934.40	3,087.84
Annually	76,294.40	80,283.84

The 2014 wage scale for paramedics will be as follows:

**Firefighter/Paramedic:**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Hourly (56)	\$ 18.38	\$ 19.92	\$ 21.47	\$ 22.99
Biweekly	2,058.56	2,231.04	2,404.64	2,574.88
Annually	53,522.56	58,007.04	62,520.64	66,946.88

**Lieutenant/Paramedic promoted prior to July 1, 2012:**

	<u>A</u>	<u>B</u>
Hourly (56)	\$ 23.87	\$ 25.93
Biweekly	2,673.44	2,904.16
Annually	69,509.44	75,508.16

**Lieutenant/Paramedic promoted on or after July 1, 2012:**

	<u>A</u>	<u>B</u>
Hourly (56)	\$ 24.26	\$ 25.51
Biweekly	2,717.12	2,857.12
Annually	70,645.12	74,285.12

<b><u>Captain/Paramedic:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 26.93	\$ 28.32
Biweekly	3,016.16	3,171.84
Annually	78,420.16	82,467.84

The 2015 wage scale for paramedics will be as follows:

<b><u>Firefighter/Paramedic:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Hourly (56)	\$ 18.88	\$ 20.47	\$ 22.05	\$ 23.62
Biweekly	2,114.56	2,292.64	2,469.60	2,645.44
Annually	54,978.56	59,608.64	64,209.60	68,781.44

<b><u>Lieutenant/Paramedic:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 24.93	\$ 26.21
Biweekly	2,792.16	2,935.52
Annually	72,596.16	76,323.52

<b><u>Captain/Paramedic:</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Hourly (56)	\$ 27.67	\$ 29.10
Biweekly	3,099.04	3,259.20
Annually	80,575.04	84,739.20

**Section 15.5 Annual Service Credit** A qualifying member shall receive an annual service credit payment based upon the member's number of uninterrupted and continuous years of active, full-time service as a full-time employee, regardless of rank, with the Genoa Township Fire Department, which service credit payment will be made in the following manner:

- A. After a member has completed five (5) years of continuous and uninterrupted active, full-time service, such member shall be eligible to receive an annual service credit payment in the amount of \$450.00 plus \$75.00 per year for each continuing and uninterrupted year of active, full-time service thereafter.
- B. Payment of the annual service credit shall be made in a lump sum in the first pay period in December. Payment shall be based upon the number of completed years of continuous active service as a full-time employee with the Genoa Township Fire Department as of the date of payment. There shall be no prorated payments under this provision.

**Section 15.6 Temporary Work Assignment** Subject to the prior approval of the Fire Chief, whenever a member is specifically assigned and designated by the Fire Chief to perform the duties of a Captain or Lieutenant in those instances where the Captain or Lieutenant is absent and unavailable to respond due to training, meetings or leave time, such member shall be paid at the Step A Lieutenant rate for hours actually worked in such capacity.

**Section 15.7 Training Certificates** The Township will pay the course fees for only job required training certifications. The Township may pay, but is not obligated to do so, the course fees for other training as may be requested by a member, subject to the approval of the Fire Chief and Board of Trustees.

**Section 15.8 Educational Supplement** A non-probationary member holding an associates or bachelors degree from an accredited educational institution that is directly related to the member's position may make a written request to receive, in addition to the member's regular pay, the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associates Degree	\$0.35 per hour
Job Related Bachelors Degree	\$0.60 per hour

Job relatedness will be determined in the reasonable discretion of the Board of Trustees. If a member's request to receive an educational supplement is approved by the Board of Trustees, payment shall begin on the first pay period following such approval.

## **ARTICLE 16** **TUITION REIMBURSEMENT**

**Section 16.1 Approval** Non-probationary members shall be eligible for reimbursement of one-half (½) of the tuition cost, up to a maximum of \$1,000.00 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the Board of Trustees and are job related and which satisfy the requirements for an associates or bachelors degree that directly relates to the member's position. All courses undertaken must be given by an approved and accredited educational institution in Ohio approved in advance by and in the discretion of the Board of Trustees. In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

- A. **Course Approval.** All course work shall be submitted to the Board of Trustees for approval prior to enrollment. The member's request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the sponsoring institution, the institution's grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the member. No reimbursement will be made for course work which has not been approved, in advance of enrollment, by the Board of Trustees.
- B. **Attendance.** Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires a member's presence on the job (i.e., mandatory classes, training, emergency overtime or the like) shall take complete and final precedence over any times scheduled for courses.

- C. Financial Assistance. Financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the member may otherwise be eligible for under this Article.
- D. Sponsoring Institution. No reimbursement shall be provided for correspondence courses. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the member's request, both the course and the sponsoring institution shall be subject to the prior approval of the Board of Trustees.
- E. Ineligible Fees. No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction.
- F. Grades. No reimbursement shall be made or considered due for any course work in which the member receives a grade less than a C+ (or a GPA of 2.5 on a 4.0 scale). Courses having no grading scale (such as pass/fail) shall be ineligible for reimbursement.

**Section 16.2 Reimbursement Procedure** Reimbursement will be made within a reasonable period of time after the member presents to the Board of Trustees (a) an official transcript, certificate or grade report confirming successful completion of the course with a grade of "C+" (i.e. GPA of 2.5) or better; (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill from the institution.

**Section 16.3 Repayment of Tuition Reimbursement** If a member resigns or is discharged prior to the completion of three (3) years of continuous active service following the completion of any course work, the member shall immediately repay the entire amount of the tuition reimbursement paid by the Township for courses taken and completed within the previous three (3) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the member from any monies otherwise due the member at the time of separation, and the member shall, upon request, sign an authorization to such effect.

## **ARTICLE 17** **HOURS OF WORK AND OVERTIME**

### **Section 17.1 Work Period and Hours of Work**

- A. Forty-Hour Members. Forty-hour members will be assigned a seven (7) day work period consisting of forty (40) work hours based on consecutive work days and consecutive days off.
- B. Fifty-six Hour Members. Fifty-six hour members will be assigned to a twenty-one (21) day work period and will be scheduled, using a three (3) platoon system, to work 168 hours in a 21 day period, with an average of fifty-six (56) scheduled hours per week and a typical work year of 2,912 hours. The 21 day work period and shift assignments shall be

assigned and scheduled by the Fire Chief. The regular workday for fifty-six hour members shall be twenty-four (24) hours, beginning at 7:30 a.m. of one morning and ending at 7:30 a.m. of the following calendar day with two (2) consecutive twenty-four (24) hour shifts off duty during the work period.

- C. Temporary Forty Hour Members. A fifty-six hour member may at the sole discretion of the Fire Chief be temporarily assigned to a forty-hour schedule. A temporary forty-hour member shall continue to receive his current bi-weekly pay and shall not be required to use any paid leave for the difference between fifty-six and forty hours. All temporary forty-hour employees shall continue to accrue all leaves as if he/she were a fifty-six hour member. All temporary forty-hour assignments shall be approved in advance by the Chief and the Chief shall maintain all records documenting such designation.

In the event that a temporary forty-hour member should use paid leave, paid leave shall be deducted from the employee's balance at the fifty-six hour rate. In other words, an employee who requests eight hours of paid leave during the temporary forty-hour assignment shall have 11.2 hours deducted from his/her paid leave balance.

- D. Paid Status. As used in "Article 17, Section 2, below, the term "paid status" shall include work hours as well as all hours in paid status while on any approved paid leave, including holiday, personal, vacation and military leave, but specifically excluding sick leave and compensatory time off.

**Section 17.2 Overtime** The amount and rate of overtime for members shall be calculated in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder, and will apply as follows:

- A. Forty-Hour Members. Forty-hour members shall be compensated at straight time rates for all hours worked in paid status, except that all hours worked in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half (1½). No member shall be paid for overtime work which has not been authorized by a supervisor.
- B. Fifty-six Hour Members. Members assigned to and working an average fifty-six (56) hour work week on a three (3) platoon system will be scheduled on a twenty-one (21) consecutive day work period and will be compensated at the rate of one-half (1/2) time, in addition to the straight time rate already paid, for hours worked in paid status in excess of one hundred fifty-nine (159) hours through one hundred sixty-eight (168) hours in a work period, and at the rate of one and one-half (1½) times the member's hourly rate for hours worked in paid status in excess of one hundred sixty-eight (168) hours in a work period. No member shall be paid for overtime work which has not been authorized by the Fire Chief or the Fire Chief's designee. In addition, any hours actually worked because of schedules or assignments being changed at the request of a member, or trading days at the sole option and by mutual consent of a member with the prior approval of the Fire Chief, shall be excluded from the hours for which the member is entitled to overtime

compensation, and the Township shall not incur or be responsible for any overtime costs as a result of such activities.

**Section 17.3 Call-In Pay** Members may be required to work such time or times outside their regularly scheduled duty hours as directed by the Fire Chief or his designee. Except as otherwise hereinafter provided, when a member is called back for emergency work by an appropriate supervisor on hours not abutting the member's regular shift hours, the member shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. Notwithstanding the foregoing, this provision shall not apply to staff meetings called by the Fire Chief or his designee, or to training sessions of any kind whatsoever.

**Section 17.4 Compensatory Time** In lieu of payment for overtime worked, a member may elect to receive compensatory time off. A member may not accumulate more than one hundred twenty (120) hours of compensatory time. Any member who accumulates more than one hundred twenty (120) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of one hundred twenty (120) hours. Compensatory time may be carried over into a following year, provided that the maximum accumulation shall not exceed one hundred twenty (120) hours.

**Section 17.5 Use of Compensatory Time** Compensatory time off may be taken at such time or times at the discretion of and as approved by the Fire Chief. Compensatory time may be requested to be taken in multiples of one (1) hour.

**Section 17.6 Compensatory Time Payout** A member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of separation.

**Section 17.7 Survivor Benefits** When a member dies while in paid status in the Township's service, any accrued but unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the rate of pay received by the member at the time of death.

**Section 17.8 Substitution (Trading) of Time** If a fifty-six hour member, with the approval of each member's supervisor and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work. All time trades shall be paid back within a twelve (12) month period. At no time shall a member be permitted to pay or otherwise compensate another member to work scheduled hours for them.

**ARTICLE 18**  
**UNIFORMS, TURN OUT GEAR, EQUIPMENT AND ALLOWANCES**

**Section 18.1 Township Supplied Turnout Gear and Equipment** The Township shall supply and replace as necessary, the following turnout gear and equipment:

Helmet	Protective Hood
Turnout Coat	Turnout Pants
Suspenders	Turnout Boots
Two (2) Pairs of Gloves	Safety Goggles or Flip Down Shield
Badge	Collar Insignia for Officers
Extrication Gloves	Winter Coat

**Section 18.2 Dress Uniform** Members successfully completing their initial probationary period will be supplied a dress uniform (Class A) to consist of hat, dress blouse, pants, white long sleeve shirt and shoes. Employees shall reimburse the Township 100% of the cost for the Class A uniform in the event their employment is terminated within the first year after their probationary period.

Nothing in this Section is intended to supersede the replacement of turn out gear on an as-needed basis.

**Section 18.3 Uniform Allowance** Members shall be issued a check in the amount of \$275.00 on April 1 and October 1 of each fiscal year for the purchase of daily uniforms to consist of shirt, pant, shoes or boots, belt and job shirt. New hires shall be issued an initial allowance of \$550.00 upon appointment for purchase of same and shall be eligible for the bi-annual uniform allowance after successful completion of their probationary period.

**Section 18.4 Damaged Uniform Parts, Turnout Gear or Equipment** Members shall be allowed to turn in turnout gear or equipment which are damaged in the line of duty, worn or has exceeded its service life, and these items will be replaced or repaired by the Township at no cost to members, except where the damage was caused by the member's negligence, in which case, the member shall be responsible for the repair and/or replacement of the item(s).

**Section 18.5 Damaged Personal Property** Except to the extent caused by the member's negligence and except to the extent covered by insurance, a member, after obtaining the prior approval of the Fire Chief, shall be allowed to turn in glasses, watches, and wedding bands which are damaged in the line of duty and these items will be repaired or replaced by the Township; provided, however, that the cost of any repair or replacement shall not exceed the following monetary limitations: glasses or contact lenses - up to \$200.00 per occurrence; watches - up to \$100.00 per occurrence; and wedding bands - up to \$100.00 per occurrence. A report will accompany all requests for repair or replacement under this Section.

**Section 18.6 Change of Uniform Parts, Turnout Gear and Equipment** The Township shall have the right to change or otherwise amend the required turnout gear and equipment, provided that the Township bears the cost, if any, of such change or amendment.

The Township shall have the right to change or amend the daily uniform, provided that the Township allows a twelve (12) month transition period for any newly required uniform. The Township also agrees to bear the initial cost of any such uniform above and beyond a 15% increase from the current uniform; i.e. if newly required pants is 15% more expensive than the previously required pants, the Township shall pay the cost higher than 15%.

**Section 18.7 Termination** In addition to Section 18.2, upon termination, members shall return to the Department in good condition, less normal wear, all uniforms, turn out gear and equipment issued or paid for by the Township. Should employment be terminated within the first two (2) years, by either party, an amount shall be withheld from the employee's final pay pursuant to the Township reimbursement agreement for full-time firefighters.

**Section 18.8 Retirement Badge** A member will, if requested, be provided with a "retirement badge" upon the member's retirement from active service with the Township, or in the event of a member's death, upon request from the member's immediate family, at no cost to the member.

**ARTICLE 19**  
**VACATION LEAVE**

**Section 19.1 Conditions for Accrual** Members shall accrue vacation leave by pay period at the annual rate set forth in Section 3, below, based upon years of continuous full-time service. A member may not use any accrued vacation until completion of one (1) year of continuous active service.

**Section 19.2 Accrual Schedule for Vacations** The following vacation accrual schedule is established and members shall accrue vacation by completed pay period in accordance with the following schedule:

A. Schedule for Forty-Hour Members:

<b>Length of Continuous Full-time Service</b>	<b>Rate for Earning Vacation Hours per Biweekly Pay Period</b>	<b>Maximum Vacation Hours Potentially Earned for Full Year at this Rate</b>
Less than 6 years	3.10 hours	80 hours
Beginning 6 <sup>th</sup> year	4.60 hours	120 hours
Beginning 11 <sup>th</sup> year	6.15 hours	160 hours
Beginning 16 <sup>th</sup> year	6.90 hours	180 hours
Beginning 21 <sup>st</sup> year	7.69 hours	200 hours
Beginning 26 <sup>th</sup> year	9.20 hours	240 hours

B. Schedule for Fifty-six Hour Members:

<b>Length of Continuous Full-time Service</b>	<b>Rate for Earning Vacation Hours per Biweekly Pay Period</b>	<b>Maximum Vacation Hours Potentially Earned for Full Year at this Rate</b>
Less than 6 years	4.615 hours	120 hours
Beginning 6 <sup>th</sup> year	6.461 hours	168 hours
Beginning 11 <sup>th</sup> year	8.615 hours	224 hours
Beginning 16 <sup>th</sup> year	9.69 hours	252 hours
Beginning 21 <sup>st</sup> year	10.77 hours	280 hours
Beginning 26 <sup>th</sup> year	11.54 hours	300 hours

C. Computation. For purposes of determining vacation accrual allowance under this Section, years of full-time service credited to a member with Genoa Township service shall also be included in determining a member's "Length of Continuous Full-time Service." Under this Section, a member's probationary status shall be included with regular status for the calculation of a member's continuous full-time service time. A member may only use vacation time which he or she has already earned or accumulated.

**Section 19.3 Vacation Carry-Over** A member shall be able to carry-over up to one-half (½) of each year's accrued vacation into the following year; provided, however, that at no time shall a member accumulate more than two (2) times such member's then current potential yearly entitlement. Any vacation accrued in excess of this limit which is unused at the end of a year shall be forfeited without pay; provided, however that if vacation in excess of this limit was unable to be used through no fault of the member (such as in instances whereby previously scheduled vacation requests are canceled by the Fire Chief), then such excess vacation may be carried over into and shall be used in the following year.

**Section 19.4 Vacation Leave Approval** All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Fire Chief. All vacation hours shall be paid at full pay at the applicable straight time rates. Vacation leave may be requested to be taken in multiples of one (1) hour.

**Section 19.5 Vacation Payout** A member who is to be separated from the Township service for any reason and who has accrued but unused vacation leave shall be paid in a lump sum for such unused vacation leave. In case of resignation, a member shall provide at least ten (10) days prior written notice to the Fire Chief of the member's intended resignation in order to be eligible for such member's vacation payout at the member's then current rate of pay.

**Section 19.6 Survivor Benefit** When a member dies while in paid status in the Township's service, any accrued but unused vacation leave shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased at the member's then current rate of pay.

**ARTICLE 20**  
**HOLIDAYS**

**Section 20.1 Holidays Recognized** Genoa Township recognizes the following legal holidays which shall occur at the following times:

New Year's Day, January 1  
Martin Luther King Day, the 3rd Monday in January  
President's Day, the 3rd Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veterans' Day, November 11  
Thanksgiving Day, the 4th Thursday in November  
Christmas Day, December 25

**Section 20.2 Holiday Time for Forty-Hour Members** Forty hour members will receive eight (8) hours of holiday pay for the holidays listed in Section 1, above. These members will normally take the holiday off. A holiday that falls on a Saturday shall be observed on the immediately preceding Friday, and a holiday that falls on a Sunday will be observed on the immediately succeeding Monday. A member will receive holiday pay rather than paid sick leave for any holiday that occurs when they are absent on sick leave. Also, if a holiday falls on the member's regularly scheduled day off, the member may, depending on the circumstances, be granted another day off in the same work week, subject to the approval of the Fire Chief; provided, however, that this provision shall result in no overtime and be at no additional cost to the Township.

**Section 20.3 Holiday Time for Fifty-Six Hour Members** Fifty-six hour members will be entitled to a credit of ten (10) hours of holiday time for each of the holidays listed in Section 1, above. The credit and use of holiday time shall be in accordance with the following provisions:

- A. Crediting of Holiday Time. A member qualifying for holiday time on January 1st shall be credited with one hundred (100) hours of holiday time for the holidays listed in Section 1, which time shall accrue on a calendar year basis and be credited on each January 1<sup>st</sup>. Notwithstanding the foregoing, a member who first qualifies for holiday time other than on a January 1<sup>st</sup> shall only be credited for those holidays remaining in that calendar year during which such member first qualifies for holiday time, with this time to be credited on the first day following the day on which the member qualifies for holiday time.
- B. Use of Holiday Time. When holiday time is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The use and scheduling of holiday time shall be conducted in the same manner as provided in Article 19 for the scheduling of vacation time.

- C. Payment for Unused Holiday Time. Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited. By November 1<sup>st</sup> of each calendar year, the member shall submit to the Fire Chief, in writing, a request for any holiday time desired to be used through the end of the year. Any unused and/or unscheduled holiday time shall then be paid to the member on the first pay period in December, with payment for the unused and unscheduled time being based upon the member's regular hourly rate as of that pay period.
- D. Repayment of Holiday Time. If a member is credited with holiday time and subsequently separates employment with the Township, then all holiday time representing those hours for holidays occurring after such separation shall be forfeited without compensation or payment. In the event the member has used all or any portion of such time prior to his or her separation, then the member shall immediately repay the amount so used to the Township. Furthermore, the time so used may be deducted from the member's wages and/or any other monies owed to the member, and the Township is hereby authorized to automatically make such deduction. If the Township requests, a member shall sign an authorization in favor of the Township further authorizing this deduction.

## **ARTICLE 21**

### **PERSONAL LEAVE**

**Section 21.1 Personal Time** A member shall be entitled to personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1<sup>st</sup>, with the amount of personal time credited to be as follows: Forty-hour members – 24 hours per year; fifty-six hour members – 48 hours per year. Notwithstanding the foregoing, a newly hired member shall only be entitled to the following amount of personal time for the calendar year of hire: twelve (12) hours for forty-hour members and twenty-four (24) hours for fifty-six hour members for those members hired between January 1 and June 30, and no personal time for members hired between July 1 and December 31.

**Section 21.2 Use of Personal Time** Personal time off shall be scheduled in advance with the approval of the Fire Chief, which approval shall not be unreasonably withheld. Personal time may be requested to be taken in multiples of one (1) hour. Personal time is not cumulative from year to year and shall be taken during the calendar year in which it is credited, and personal time not so taken shall be forfeited without payment or compensation.

## **ARTICLE 22**

### **INSURANCE**

**Section 22.1 Health Care Insurance** Health care insurance, dental care insurance and vision insurance uniformly provided to all other full-time employees, excluding elected officials of the Township, and the total cost that they pay, will be made available to members at their option. All such insurance shall be subject to the terms and conditions contained in the

applicable insurance policies and/or plan documents maintained, from time to time, by the Township.

**Section 22.2 Employee Contributions** Members electing to participate in the health insurance program shall pay the Township a monthly reimbursement in an amount uniformly charged to all other full-time employees of the Township. As of January 1, 2013, this monthly sum is \$30.00 per month for single coverage and \$60.00 per month for family coverage. A member's payment shall be due and payable at such time as directed by the Township, and the Township is hereby authorized to automatically deduct the amount from the member's wages. Members shall also sign an authorization for such deduction upon request of the Township.

**Section 22.3 Advisory Committee** In the event the Board of Trustees identifies the possibility of a change in the coverage, level of coverage, or level of the contributions required of full-time employees of the Township, the Board of Trustees will notify the Union of this possibility not less than forty-five (45) days prior to the anticipated implementation date. The Board of Trustees shall create an Advisory Committee consisting of Township employees and officers (which will include at least one member) to investigate the insurance coverages available for purposes of making a recommendation to the Board of Trustees. Subject to the provisions of Section 4, below, the Board of Trustees shall consider, but shall not be bound by any recommendation of the Advisory Committee, prior to determining which insurance coverage, level of coverage and/or level of contribution they determine to implement in their sole and absolute discretion.

## **ARTICLE 23** **SICK LEAVE**

**Section 23.1 Sick Leave Accrual** Forty hour employees shall accrue sick leave with pay at the rate of 3.85 hours for every bi-weekly pay period.

Fifty-six hour employees shall accrue sick leave with pay at the rate of 6.69 hours for every bi-weekly pay period.

**Section 23.2 Accumulation of Sick Leave** Sick leave may accrue and be accumulated and carried over from year to year; provided, however, that sick leave may only be accumulated up to a maximum amount of 1500 hours. At the end of each calendar year, any member having sick leave in excess of the maximum allowable amount (i.e. 1500 hours) will be paid at the rate of twenty-five percent (25%) for these excess hours.

**Section 23.3 Use of Sick Leave** When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave with pay may be granted only upon the approval of the Fire Chief for the following reasons:

- A. Sickness of the member where such sickness renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period

of convalescence. Sickness shall also include a pregnancy related condition of a pregnant member, where such condition renders the member incapable of performing the member's regular duties or restricted duties, if available, during the member's pregnancy.

- B. Injury to the member where such injury renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the member's employment with the Township.
- C. If approved by the Fire Chief, medical, dental, or optical consultation or treatment of the member when the same cannot be obtained during off duty time. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the member's return to duty, the Fire Chief may require the member to furnish a certificate from the doctor confirming the member's attendance at the consultation or treatment.
- D. Sickness of a member's immediate family living in the member's household which requires the presence of the member at home. Unless otherwise approved by the Fire Chief, a member shall be granted no more than five (5) workdays in any calendar year for sickness in the immediate family requiring the presence at home of the member. The Fire Chief may require that the member furnish a medical certificate from a licensed practitioner to verify this use of sick time. The immediate family shall only include a member's spouse, dependent children and parents.
- E. Quarantine of a member because of exposure to a contagious disease or chemical spill, except where such exposure is incurred in the performance of the member's employment with the Township. The Fire Chief may require a certificate of a licensed practitioner before paying any member under this paragraph.
- F. In the event a member uses all injury leave time, and is still unable to return to active duty, the member may use any sick leave, compensatory time and vacation time to which the member is otherwise entitled.
- G. The Fire Chief may, from time to time, require a member to be examined and approved fit for duty by a licensed practitioner in those instances where it is believed that the member may not be able to fulfill all of the duties of the member's job without restriction. In such case, the Fire Chief may place such member on sick leave, another form of accrued paid leave or unpaid leave until a satisfactory medical certificate is received.
- H. If a member's illness or injury results in a member exhausting such member's sick leave balance, the member may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, members unable to return to full duty may also be subject to removal by the Board.

- I. A member is prohibited from engaging in any secondary work for compensation on the “duty day(s)” for which sick leave is taken.
- J. Abuse of sick leave or falsification of illness information given verbally, by written, signed statement, by a medical certificate or by any other means, shall be grounds for disciplinary action up to and including dismissal.

**Section 23.4 Verification of Sick Leave** Members may be required in all cases to furnish a written, signed statement to justify the proper use of sick leave. Furthermore, the Fire Chief or designee may, at any time, call upon a member at such member’s home or other place of confinement or convalescence while the member is absent from work based upon a sick leave use. Whenever a member uses sick leave, he may also be requested by the Fire Chief or by the Township Administrator to submit a certificate from a licensed practitioner verifying his use of sick leave and/or ability to return to work. If the Fire Chief or the Township Administrator has reason to believe that a second opinion is necessary to determine the member’s ability to return to work, the member may be requested to submit to an examination by a Township physician verifying the member’s ability to return to work. The member shall supply the Township physician with all pertinent medical records and information. If the member has supplied the Township with a certificate from a licensed practitioner that states that the member is able to return to work but the member is referred to the Township physician for examination, the member shall be placed on administrative leave with pay until the member’s ability to return to work is determined in accordance with this Section. Should there be a difference of opinion between the member’s physician and the Township’s physician, the Fire Chief or Township Administrator and the member, or their representatives, shall within ten (10) days of the determination by the Township’s physician select a neutral third physician with expertise in the medical condition being evaluated for determination as to ability to return to work. The Fire Chief or Township Administrator and the member shall supply the physician with all necessary information on the job duties of the member, all pertinent medical records and information, and the member shall agree to the release of medical information to the physician. The decision of the neutral third physician shall be final. If the decision of the neutral third party physician determines that the member should not be returned to work, all administrative leave granted after the determination by the Township physician pursuant to this Section shall be charged to sick leave or other available leave as appropriate.

**Section 23.5 Sick Leave Notification** In requesting sick leave, a member shall notify his supervisor as far in advance as possible; however, such notification shall be made not later than one (1) hour prior to the time the member is scheduled to report to work. This provision may be waived by the Fire Chief if the member submits evidence to the Fire Chief which indicates that it was impossible to give such notification or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests for appointments with a licensed practitioner must be submitted forty-eight (48) hours in advance.

**Section 23.6 Initial Grant of Sick Leave** New members shall be granted at the date of their initial hire an “advance” of forty (40) hours of sick leave for forty-hour members and fifty-six (56) hours of sick leave for fifty-six hour members. No additional sick leave will be allowed to accumulate until this “advance” is actually accumulated. If a member separates from service

after using an advance before it has accumulated, such member shall immediately repay the amount so used to the Township. This amount may be deducted from the member's wages and/or from any monies owed the member, and the Township is hereby authorized to make such deduction. If the Township requests, the member shall sign an authorization in favor of the Township further authorizing this deduction.

**Section 23.7 Payment for Unused Sick Leave** Except as otherwise specifically provided herein, upon a separation of service, other than retirement or death, a member shall not be entitled to receive any payment for any unused sick leave. Upon retirement from active service with the Township, a member shall be paid for one-half (½) the value of the member's accrued but unused sick leave (not to exceed 250 hours). Upon the death of a member while employed by the Township, the member's surviving spouse (or secondarily the member's estate) shall be paid one hundred percent (100%) of the value of the deceased member's accrued but unused sick leave (not to exceed 500 hours). Payment of the applicable portion of a member's accrued but unused sick leave shall be based upon the member's regular hourly rate of pay at the date of retirement or death. The amount so paid shall constitute payment in full for all accrued but unused sick leave credited to the member.

**Section 23.8 Quarterly Sick Leave Conversion** For each quarter of a calendar year in which a non-probationary member does not utilize sick leave and maintains a minimum balance of at least 120 sick leave hours throughout such calendar quarter, the member shall be given the option of converting eight (8) hours of sick leave, at the member's current straight time rate of pay, into paid compensation. Upon such conversion, eight (8) hours of sick leave shall be deducted from the member's balance of accrued but unused sick leave.

**Section 23.9 Annual Sick Leave Conversion** In November of each calendar year, a non-probationary member who has an accumulated sick leave balance of at least 200 hours as of November 1 of such year may, at the member's option, elect to convert for payment up to ten (10) hours of the member's accrued but unused sick leave. A member electing such conversion shall submit a written request in November to the Board of Trustees or its designee specifying the number of accrued but unused sick leave hours to be converted, not to exceed ten (10) such hours. Requests for conversion received other than in November will be disregarded. All payments for converted sick leave hours will be based upon the member's regular hourly rate as of November 1 of such calendar year. Payment for the converted hours will be made in December.

## **ARTICLE 24** **INJURY LEAVE**

### **Section 24.1 Injury Leave With Pay**

- A. All members may be granted injury leave with pay not to exceed ninety (90) calendar days for forty-hour members and one hundred twenty (120) calendar days for fifty-six hour members for each service connected injury, provided such injury is reported to the member's immediate supervisor not more than twenty-four (24) hours from the date such

injury occurs. Injury leave shall not be granted to any member who tests positive on a post-accident drug screening.

- B. Service connected injuries are defined as injuries received while acting within the scope of and arising out of a member's employment as a full-time employee with the Genoa Township Fire Department. Injury leave may be granted for all service connected injuries. Injuries occurring other than in the scheduled and paid working hours shall be presumed to be nonservice connected unless the member can demonstrate that the member was engaged in the actual performance of the duties of the member's position on behalf of the Township.
- C. Pursuant to rules established by the Trustees, the member shall complete and file such forms, applications and reimbursement agreements as may be required by the Township. The member shall also participate in such occupational health, rehabilitation and/or care programs as may, from time to time, be directed by the Township.
- D. If there is a recurrence of a previous service connected injury, the member may be granted injury leave with pay not to exceed the balance of the, respectively, ninety (90) calendar day or one hundred twenty (120) calendar day period, provided that the recurrence is reported to the member's immediate supervisor not more than twenty-four (24) hours from the date such recurrence occurs.
- E. As a condition of receipt of injury leave benefits and unless otherwise directed by the Board of Trustees, the member shall apply for worker's compensation benefits under the Ohio Workers' Compensation program as soon as practicable. Copies of all workers' compensation applications shall be submitted to the Board of Trustees. The member shall endorse over to the Township any and all wage and salary benefits awarded to the member by the Ohio Workers' Compensation system which extend over the same time period for which the member is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation, a member shall execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.
- F. In the event an on duty injury leave claim is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the member shall be charged with all time lost from work, against the member's accumulated sick leave time. If the member does not have accumulated sick leave to cover either all or part of the time off, then any moneys paid to the member by the Township as injury leave under this Article shall be repaid by the member to the Township, or at the option of member, the absence may be charged to any other accumulated paid leave. If the claim is later determined to be allowed, all leave time utilized to cover the time off will be credited to the member's accumulated respective leave balances.
- G. A member on injury leave is prohibited from performing any other work for compensation unless such other work is otherwise permitted to be performed by

employees receiving temporary total disability compensation under the laws, rules and/or regulations of the Ohio Bureau of Workers' Compensation.

- H. After each thirty (30) days of injury leave, a member shall submit to the Fire Chief a certificate from a licensed practitioner verifying proper use of injury leave and providing an estimated date of return to work, if known.

**Section 24.2 Injury Leave Administration and Reporting**

- A. Upon a member's timely report of a service-connected injury, a report of the cause of the injury, signed by the immediate supervisor and the Fire Chief, shall be submitted to the Board of Trustees and/or its designee as soon as practicable.
- B. No member shall be granted injury leave with pay unless authorized by the Board of Trustees. The Board of Trustees may periodically require the member to be examined by a physician appointed and paid for by the Township. No member on injury leave shall return to work without the written approval of an attending physician or the Board of Trustees. If, in the reasonable judgment of the Trustees, the injury is such that the member is capable of performing the member's regular duties or restricted duties during the period of convalescence, the Board of Trustees shall so notify the member in writing and deny and/or cancel injury leave with pay. Whenever a member is required to stop working because of an injury, the member shall be paid for the remaining hours of that day, or shift, at the member's regular rate and such time shall not be charged to leave of any kind.
- C. While a member's request for injury leave is pending, the member may use accrued but unused sick leave, vacation leave, or compensatory time, which time usage shall be recredited to the member's appropriate leave balance(s) upon certification by the Board of Trustees that injury leave has been approved. If injury leave is not approved by the Board of Trustees, the member will be charged the designated leave initially used.

**Section 24.3 Additional Injury Leave** The Board, in its sole discretion, may, from time to time, grant additional injury leave with pay when a member has exhausted the amount of injury leave to which the member is entitled under this Article. This additional grant shall be subject to such conditions as the Board may determine, which exercise of discretion on the part of the Board of Trustees is not grievable.

**ARTICLE 25**  
**SPECIAL LEAVES**

**Section 25.1 Special Leaves** In addition to other leaves authorized herein, the Board of Trustees may authorize special leaves of absence with or without pay, which exercise of discretion on the part of the Board of Trustees is not grievable.

**Section 25.2 Jury Duty Leave** A member, while serving upon a jury in any court of record, will be paid such member's regular salary for each workday during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Fire Chief who will then deposit such funds with the Township Fiscal Officer. Time so served shall be deemed active and continuous service for all purposes.

**Section 25.3 Bereavement Leave** In the event of the death of a member's spouse, child or parent, a member having at least one (1) year of service shall be entitled to up to five (5) consecutive work days for forty-hour members and two (2) consecutive work days for fifty-six hour members for a funeral service and/or burial, if needed for these purposes. In the event of the death of a member's extended family, a member shall be entitled to up to three (3) consecutive work days for forty-hour members and one (1) work day for fifty-six hour members for a funeral service or burial, if needed for these purposes. The term "extended family" shall include: brother, sister, grandparent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, mother-in-law, father-in-law, daughter in-law, son-in-law, brother-in-law, sister-in-law, grandparent in-law, half brother and half sister.

In the event that an employee is in need of additional time off, the employee may submit a written request to the Chief setting forth the requested leave and the additional time/duration. The decision to grant such request shall be at the sole discretion of the Chief and such decision shall not be grievable.

**Section 25.4 Court Leave** Time off with pay shall be allowed members who are required by the Township to attend any court of record as a witness for the Township in civil matters. Upon receipt of payment for witness service the member shall submit witness fees to the Fire Chief who will then deposit such funds with the Township Fiscal Officer.

**Section 25.5 Military Leave** Requests for military leave and compensation, if any, relating thereto, will be governed by applicable law.

## **ARTICLE 26**

### **MISCELLANEOUS PROVISIONS**

**Section 26.1 Family and Medical Leave Act ("FMLA")** Eligible members may, in certain situations, be afforded up to twelve (12) weeks of FMLA leave during a twelve (12) month period. A member's eligibility for and the terms of such leave shall be determined in accordance with such policies as may, from time to time, be determined by and in the discretion of the Board of Trustees. The Township will notify members of any modifications to the Township's current policy prior to implementation.

**Section 26.2 Drug and Alcohol Policy** The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Fire Department's services and as posing a real and substantial danger to other employees and to the general public. The parties agree that the Township has the right to

insist on an alcohol and drug-free workplace; to expect all members to report for work in a condition to perform their duties; and to expect members to comply with all federal, state and local alcohol and drug laws. While the parties agree that members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on members during working hours will not be tolerated. To this end, members will be subject to and comply with such drug and/or alcohol policies as may, from time to time, be determined by and in the discretion of the Board of Trustees. The Township will notify members of any modifications of the Township's current policy prior to implementation.

**Section 26.3 Physical Fitness And Agility Program**

**Introduction** In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and Union to ensure that members possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township collaborated with the Union to develop and implement an annual physical fitness incentive program and an annual incumbent agility evaluation for Township employees employed as firefighters.

A. Annual Physical Fitness Incentive Program

Each employee shall be afforded the opportunity to participate in the Annual Physical Fitness Incentive Program. The Annual Physical Fitness Incentive Program evaluation shall take place in October of each year as scheduled by the Fire Chief and will take place on duty days.

Scoring will be determined as set forth in the policy established by the Fire Chief, from collaboration with the Union. The payout for this program, including for the year 2011, shall be as follows:

<u>Score</u>	<u>Payout</u>
300 = Outstanding High	\$3.25 per point
285 – 299 = Outstanding Low	\$3.00 per point
270 – 284 = Excellent High	\$2.75 per point
255 – 269 = Excellent Low	\$2.50 per point
240 – 254 = Good High	\$2.25 per point
225 – 239 = Good Low	\$2.00 per point
180 – 224 = Satisfactory High	\$1.50 per point
150 – 179 = Satisfactory	\$1.00 per point

The payout shall be given to the employees on or before December 1<sup>st</sup> of the year the evaluation is taken. The Annual Physical Fitness Incentive Program evaluation, including but not limited to the scoring and the payout, shall not be grievable by the employees.

B. Annual Incumbent Agility Evaluation

Each employee employed as a 56 hour member with the Township shall participate in the Annual Incumbent Agility Evaluation. The Annual Incumbent Agility Evaluation shall take place each Spring as scheduled by the Fire Chief and will take place while on duty or on company time. Individuals unable to participate as determined by the Fire Chief in the annual incumbent agility evaluation as scheduled in the Spring, may perform the evaluation at a later time and date as determined by the Fire Chief. Such determination(s) shall be at the sole discretion of the Fire Chief and such determination(s)/decision(s) shall not be grievable by the employee

The Incumbent Firefighter Agility Test shall be determined as set forth in the policy established by the Fire Chief, with input from the Union. Any employee that does not successfully complete the agility test/evaluation in the allotted amount of time shall be immediately placed on light duty and scheduled for a "fitness for duty" examination with the Employer's health care provider at the Township's expense.

**If the employee is found "fit for duty"** The employee shall be placed back on regular duty and will be given a 60 day preparation period for a second attempt at successfully completing the Annual Incumbent Agility Evaluation. If the employee is unable to complete the Annual Incumbent Agility Evaluation/Test in the allotted amount of time during the second attempt, the employee will be given one final attempt to be completed within 30 days. If upon the final attempt, the employee is unable to complete the Annual Incumbent Agility Evaluation/Test in the allotted amount of time, the employee shall be considered not "fit for duty" and shall be separated.

**If the employee is found NOT "fit for duty"** The employee shall be placed back on a 40 hour schedule and will have a 60 day preparation period for a second attempt at successfully completing the Annual Incumbent Agility Evaluation. If the employee is unable to complete the Annual Incumbent Agility Evaluation/Test in the allotted amount of time during the second attempt, the employee will be given one final attempt to be completed within 30 days. If upon the final attempt, the employee is unable to complete the Annual Incumbent Agility Evaluation/Test in the allotted amount of time, the employee shall be considered "unfit for duty" and shall be separated. If the employee during the second or third attempt successfully completes the Annual Incumbent Agility Evaluation/Test, the employee will be scheduled for an appointment with the Employer's health care provider to be re-evaluated for "fit for duty" status prior to returning to his or her regular duty.

The employee's failure to complete and or pass the Annual Incumbent Agility Evaluation/Test, and the determination that an employee is not "fit for duty" and thus the subsequent separation of employment, shall not be grievable.

Upon the successful completion and passage of the Annual Incumbent Agility Evaluation/Test, including for the calendar year 2011, each employee shall receive a bonus equal to one percent (1%) of the employee's base wage rate annual salary. Employees may only receive such bonus once a year and such bonus shall be paid to the employee by including such bonus in the employee's bi-weekly pay check within 30 days of successful completion and passage of the Annual Incumbent Agility Evaluation/Test.

**Section 26.4 Occupational Health Program** Members shall, upon direction of the Township, participate in such occupational health program(s) as may, from time to time, be established by the Township, which are designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may, from time to time, be determined by the Township.

**Section 26.5 Safe Equipment** The Township will furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the Township.

**Section 26.6 Political Activity Permitted** Bargaining unit members, as representatives of the Union and who are off-duty and not in identifiable uniform, shall be permitted to engage in political activity to the extent permitted by applicable law.

**Section 26.7 Seniority** For purposes of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous, active full-time service as a sworn, regular full-time firefighter, regardless of rank, appointed pursuant to Section 505.38 of the Ohio Revised Code, in the Genoa Township Fire Department. Continuous service shall be deemed broken when a member resigns, retires, is discharged, or fails to timely return to duty after an approved leave of absence following written notification to so return. Once continuous service is broken, a member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service.

**Section 26.8 Agreement Copies** As soon as practicable following the signing of this Agreement, the Union shall distribute an electronic copy of the signed agreement to each member's township email.

**Section 26.9 Leap Day** For those members assigned to and working an average 56 hour work week, Leap Day will be divided into three (3) platoon shifts of eight (8) hours each, with members working the shift assigned by the Fire Chief. No employee shall be shorted compensation of 168 hours within the twenty-one (21) day period that includes February 29 and no employee shall receive overtime compensation for work scheduled on February 29. This one time deviation from the normal work schedule is intended to even out the holiday work schedule

for the firefighters involved. All other members shall work at such time or times as may be directed by the Fire Chief.

**Section 26.10 Gender and Number** Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

**Section 26.11 Entire Agreement** The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are fully and completely set forth in this Agreement. Therefore, the Township and the Union, for the duration of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain, whether or not such matters are specifically referred to in this Agreement, such matters were discussed between the parties during the negotiations which resulted in this Agreement, or such matters were within the contemplation of the parties at the time this Agreement was negotiated and executed. This waiver includes the waiver of the right to require the other party to negotiate. This Agreement, which finally concludes and determines all matters of collective bargaining for its duration, contains the entire understandings, undertakings and agreements between the parties, and all other agreements, whether written, oral, or otherwise, are hereby canceled. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Township and the Union.

## **ARTICLE 27** **DURATION OF AGREEMENT**

**Section 27.1 Term** The term of this Agreement shall be effective upon execution of this Agreement and terminate at midnight, December 31, 2015.

**Section 27.2 Successor Negotiations** If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than one hundred eighty (180) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

**Section 27.3 Counterparts** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be duly executed and delivered on or as of \_\_\_\_\_.

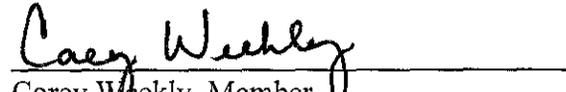
**GENOA TOWNSHIP TRUSTEES**

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL NO. 4307**

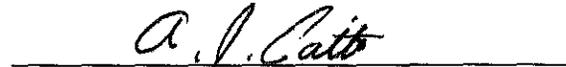
  
Barbara Lewis, Trustee

  
Erik Schieber, Member

  
Rick Carfagna, Trustee

  
Corey Weekly, Member

  
Karl Gebhardt, Trustee

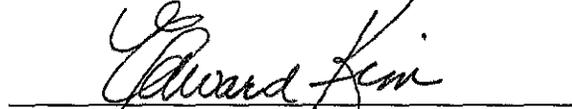
  
Anthony Caito, Member

**TOWNSHIP NEGOTIATING COMMITTEE**

  
Gary Honeycutt, Fire Chief

3, JAN 2013  
Date

  
Paul Wise, Township Administrator

  
Edward S. Kim, Labor Counsel  
Downes Fishel Hass Kim LLP

**CERTIFIED AND APPROVED**

  
Patrick Myers, Fiscal Officer