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# WASHINGTON TOWNSHIP FIREFIGHTERS CONTRACT



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## WASHINGTON TOWNSHIP FIREFIGHTERS CONTRACT

### Article 1. Preamble.

This Agreement is entered into by and between Washington Township, Montgomery County, Ohio ("Township or Employer"), and Washington Township Firefighters Local 3369 ("Union"). It covers the employees included in Article 2, and no others. Whenever the male gender is used in the Agreement, it shall be construed to include male and female.

The Township, the Union, and the employees will use their best efforts to serve the residents of Washington Township and the public in general:

- a) to achieve better understanding, communications, and cooperation between the Township, the Union, and the employees in the bargaining unit;
- b) to assure the proper and uninterrupted delivery of Fire and Emergency Medical Service of the highest quality, professionalism and efficiency;
- c) to plan for the long-range development and improvement of the Township;
- d) to be responsive to the individual needs of the Township residents, with an awareness of the community's collective needs; and
- e) to promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among the Township, the Union, and the employees in the bargaining unit.

### Article 2. Recognition.

The Township recognizes the Union as the sole and exclusive bargaining representative for all full-time firefighters, Lieutenants, Captains, and Shift Commanders (Battalion Chiefs); excluding the Chief, two Deputy Chiefs, and all others. When a new classification is established by the Township in the bargaining unit, the Township shall establish the applicable rate of pay in line with the existing rates of pay. The rate so established shall be subject to negotiation only. If agreement is not reached within 30 days, it shall then be subject to negotiation when the next agreement is negotiated. This article is purely for the purpose of defining the employees covered and for no other purpose.

**Article 3. Discrimination.**

The Township, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, union, color, religion, sex, national origin, age, handicap, disability, or status as a Veteran of the Vietnam era.

**Article 4. Management Rights.**

This article supplements the rights of management granted by the Ohio Revised Code to the Township.

The management and direction of the affairs of the Township are retained by the Township. This includes, but is not limited to:

the promotion, demotion, selection, transfer, assignment, layoff and recall of employees, (except as otherwise provided in Article 18.)

the termination of employees except as otherwise provided in Article 16;

the making, amending and enforcing of reasonable work rules and regulations;

the securing of revenues of the Township;

the exercise of all functions of government granted to the Township by the constitution and statutes of the State of Ohio.

the determination from time to time as to what services the Township shall perform;

the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures;

the purchasing and maintaining of equipment;

the determination of the number of hours per day or week any operation may be carried out;

the selection and determination of number of firefighters and other employees required;

the establishment and changing of job content, work schedules and assignments;

the contracting for the performance of such work as the Township determines advisable, and the taking of such other measures as the Township may determine to be necessary for the orderly and efficient operation of the Township; and

the Township retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. These rights may be exercised without prior consultation with the Union.

**Article 5. No Strike; No Lock Out.**

- (a) There will be no strikes of any kind. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" includes any work stoppage, slowdown, picketing, or any other concerted activity or attempted concerted activity that would interrupt or limit the performance of services. Informational picketing, which is otherwise lawful and which does not have the intent or effect of inducing a strike or interfering with the operation of the Township, is permitted. "Strikes" also includes any residential picketing. Neither this Union nor any employee will encourage, authorize, participate in or condone any strike. This Section is for the benefit of the Township and the public it serves, and is in addition to all other rights provided them by law.
- (b) **Union Responsibility.** The Union will use its best efforts to prevent any violation of this Article and to terminate any violation should one occur. If a violation of this Article occurs, the Union will publicly denounce the strike, and will provide the Township with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.
- (c) **Employee Discipline.** The Township shall have the right to discharge, demote, suspend, or otherwise discipline employees for violation of this Article. A suspension for a certain number of working days may, at the Township's option, be enforced by the forfeiture of an equal number of days of paid vacation or paid holidays or other paid time off. An employee disciplined under this Article may file a grievance, but only on a claim that he did not violate this Article. The discipline imposed may not be overturned if the employee did violate this Article, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Article.
- (d) **Restraining Violations.** If the Township claims this Article is violated, it may at its option obtain an immediate arbitration hearing. To do so it shall give the Union written or telegraphic notice of its claim on an emergency basis. The Township may request the American Arbitration Association to appoint without the submission of a panel an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that association

or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds this Article has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the Township's right to seek direct relief, injunctive or otherwise in the courts or elsewhere.

- (e) No Lockout. During the term of this Agreement, the Township will engage in no lockout of the firefighters covered by this Agreement.

#### **Article 6. Effect of Laws.**

This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

Should any part or provision of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation shall not affect the remaining portions and they shall remain in full force and effect. In such event, the Township and the Union will, at the request of either party, promptly enter into discussions about any provision deemed invalid or unenforceable. Before any such meeting, the Township may take any action it should deem necessary in good faith to comply with the law. Any such action shall be subject to the grievance/arbitration procedures for the purpose of determining whether the Township acted within the scope of this paragraph. Should the parties reach mutual agreement on an alternative provision, such agreement shall be reduced to writing and signed by both parties.

By entering into this Agreement, or by making any reference to Chapter 4117 of the Ohio Revised Code, neither party in any way waives any claim that law, or any part of it, may be unconstitutional or otherwise invalid.

#### **Article 7. Union Business.**

Section 1. Union leave. A maximum of three members of the Union negotiating committee will be granted leave from duty, when necessary, with full pay and benefits for all sessions between the Township and the Union for negotiating purposes when such meetings are scheduled on the employees' duty days; provided, the total number of hours for which negotiating leave is granted will not exceed 96 for the two bargaining units represented by Local 3369. No extra pay will be provided for committee members who attend negotiation sessions conducted during their off-duty hours.

Attendance at one labor management seminar per year will be permitted for one union member and one management representative, to be selected jointly.

Section 2. Meeting area. The Employer agrees to allow the Union to conduct its business meetings in the evenings, Saturday or Sunday in Township facilities, provided the appropriate facilities have not previously been reserved for other purposes, or such other time as may be mutually agreed. On-duty personnel will be allowed to attend such meetings, provided that attendance does not interfere with the efficiency and operation of the Department.

Section 3. Investigation of grievances. Union officers will be allowed reasonable time in which to represent bargaining unit members in hearings with management concerning grievances when such hearings are scheduled during the officers' work time. Nothing in this article permits an employee to absent himself from duty without the express permission of the Fire Chief.

#### **Article 8. Compliance with ADA.**

Without limiting the Township's rights under this Agreement in any way, it specifically has the right to take any action necessary to comply with the Americans with Disabilities Act or to remove any doubt as to compliance. Purely by way of example, this includes restructuring jobs, reassigning job duties, accommodating qualified employees with disabilities, providing special equipment, and providing special training, even though such actions are confined to one or more, but not all, employees covered by this Agreement and whether or not such employees are similarly situated.

#### **Article 9. Union Representation.**

Section 1. A representative of the Union shall be admitted to the Township's facility for the purpose of processing grievances or attending meetings with the prior consent of the Chief. The Chief will not unreasonably withhold such consent. Upon arrival, the Union Representative shall identify himself to the Township or the Township's designated representative. The Union representative shall act in accordance with the Chief's consent and shall in no way interfere with any work.

Section 2. The Union shall provide to the Township a roster of its officers and stewards which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home Phone
4. Union Position

**Article 10. Labor/Management Committee.**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and his designates shall meet with not more than three representatives (2 from firefighters and 1 from fire alarm operator) of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, with a list of the matters to be taken up in the meeting,, and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the Union of changes made by the Township which affect bargaining unit members of the Union.
- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the Township or the Union.
- d. Disseminate general information of interest to the parties.
- e. Discuss ways to increase productivity and improve efficiency including scheduling and overtime distribution.
- f. Consider and discuss health and safety matters relating to employees.
- g. Provide an opportunity for the Union to share the views of its membership and/or make suggestions on subjects of interest to its members.

The agenda will be limited to subjects covered by a - g above, and the meeting will be limited to subjects covered by the agenda.

Section 3. It is further agreed that if special meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

**Article 11. Union Dues.**

Section 1. Upon the written authorization of the employee, the Township agrees to deduct biweekly from the wages of each employee the sum certified as Union Dues, and shall direct deposit to the account designated by the Union as soon as practicable thereafter. Such authorization must be forwarded to the finance director within thirty (30) days prior to the effective date. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Employees desiring to withdraw their dues' deduction authorization will notify the Township and the Union in writing. Such withdrawal notice may only be given during a period beginning sixty (60) days prior to the expiration of this agreement.

Should the provisions herein, under the present or future laws of the State of Ohio, be determined illegal, the obligation on behalf of the Township herein shall terminate. Deductions shall be made from the second bi-weekly pay period of the month. Should an employee terminate his payroll deduction, he shall not be permitted to reinstitute it for a period of sixty (60) days.

**Article 12. Bulletin Boards.**

Section 1. The Township agrees to provide bulletin board space in an agreed upon area at Fire Station 1 for use by the Union.

Section 2. No material may be posted on the Union bulletin board at any time which contains the following:

- a. Personal attacks upon any other employee;
- b. Scandalous, scurrilous or derogatory attacks upon the administration or any governmental unit or official;
- c. Attacks on any other employee organization, regardless of whether the organization has local membership; or,
- d. Attacks on and/or favorable comments regarding a candidate for public office, or for office in an employee organization.

**Article 13. Copies of Agreement.**

The Township agrees to supply 30 copies of the Agreement to the Union.

**Article 14. Substance Abuse and Rehabilitation.**

Section 1. Purpose. To provide for the protection of our employees and citizens, the Township must have an environment free of alcohol and drug use.

Section 2. Rules.

- a. No employee may use, sell, buy, distribute, possess, or be under the influence of any alcohol or illegal drugs while on the job, during mealtime, or on Township property, under penalty of discharge. A positive drug or alcohol test will be deemed being under the influence. Being under the influence will not excuse any other violation of Township rules or standards, under this Policy or otherwise. If an employee is required by his physician to take any medicine which could have the effect of reducing his capacity to perform work efficiently, he must notify his immediate supervisor, whether the medicine is consumed during work hours or before work hours.
- b. An employee convicted of trafficking in illegal drugs, on or off Township premises, is subject to discharge. All employees must report to the Township any drug arrest or conviction occurring during their employment. Violation of this will subject the employee to discipline.
- c. If an employee is unexpectedly called to work when he reasonably could have expected that he was free to drink, and has been drinking, he must inform his supervisor at once, and the supervisor shall decide what to do. This fact, in itself, will not be grounds for disciplinary action.

Section 3. Drug testing, reasons for. If an employee reports for work, is at work or on Township property while under the influence of alcohol or other drugs, except as ordered by a physician, he shall be required to submit to a test for alcohol or other drug. Refusal to submit to testing is cause for disciplinary action including discharge. Likewise, if a supervisor has reasonable suspicion that the employee has used alcohol or other illegal drugs, he shall be required to submit to testing. Reasonable grounds for suspicion includes, but is not limited to, reliable reports of such use; the odor of alcohol or marijuana on the breath; an accident to which the employee might have contributed; unusual behavior, or a change from the employee's normal behavior, appearance, or speech; or possession of drug paraphernalia. Any alcohol blood content shall be considered a positive test under 2a above.

Employees may also be tested randomly.

Section 4. Drug testing, procedures. Testing will require that the employee provide a breath, urine or blood sample, or any combination of these, or some other medically accepted procedure adopted by the Township on medical advice. If samples are obtained at other than the laboratory that will perform the

test, the Fire Chief or his designee shall be responsible for maintaining custody of the samples until they are in the hands of the laboratory.

The Township will pay the costs of initial screening and any confirmatory test required. The employee shall sign consent forms provided by the Township before tests are made.

- Section 5. Drug testing, laboratory. All testing shall be performed in qualified laboratories. The initial screening test to be used will be the EMIT (Enzyme Multiplication Immuno-Assay Technique). If this test is negative, the incident shall be concluded with no notation in the employee's file. If the test is positive, another sample will be taken and analyzed using the GC/MS (gas chromatography/mass spectrometry method), or other test recommended by the laboratory. If the results are positive and the employee disputes the test accuracy, a third test, using the GC/MS method, will be performed in a laboratory certified by the National Institute of Drug Abuse (NIDA). The results of this test shall be considered final. If the result is positive, the employee and the Township shall each pay half the costs; if it is negative the Township will pay the entire cost.
- Section 6. Rehabilitation. Unless the employee is found to have violated paragraphs "a" or "b" of Section 2 above, he shall be offered the opportunity to participate in rehabilitation therapy at his own expense. If he agrees to do so, the Fire Chief or his designee shall determine if he can be permitted to work during therapy. If he is not, then he shall be given a leave of absence, at which time, at the employee's option, he may use accrued paid leave time in accordance with the leave policy. After his paid leave is exhausted, he shall be given a leave of absence without pay. He will be permitted to return for work when the head of the rehabilitation program certifies his readiness, and GC/MS test, paid for by the Township, is negative. Thereafter, for a period of five years, he shall submit to re-testing, and shall sign necessary consent forms, whenever the Fire Chief so orders, these tests to be paid for by the Township. Any subsequent positive test is grounds for discharge. If all tests made during this five year period are negative, records of the incident shall be sealed and not used in case of any future disciplinary action except for drug or alcohol abuse.
- Section 7. Search. The Township reserves the right to carry out reasonable searches of employees, including personal effects brought onto Township property (lockers, purses, vehicles). Such searches may be carried out without prior notice. Refusal to submit to such searches may result in disciplinary action.
- Section 8. Compliance with law. If as a result of statutory changes or court decisions any portion of this Article becomes illegal, the parties will meet to determine appropriate changes to conform to law.

**Article 15. Vacancies.**

Section 1. Each year, as part of the budget process, the Board of Township Trustees will establish a complement of positions in each classification in the bargaining unit. The number of positions can be increased or decreased during the year at the sole discretion of the board.

All vacancies will be filled as promptly as the selection procedures allow. A vacant position may be abolished without first promoting someone to the vacancy.

**Article 16. Discipline and Discharge.**

Section 1. Probationers. At any time during the probationary period, management may discipline or discharge a probationary employee without the employee having the right of appeal through the grievance procedure; provided, that the Township has afforded the employee the opportunity for an administrative hearing prior to final action.

Section 2. Employee rights. A regular employee shall not be disciplined without just cause. Just cause includes any violation of this contract or any rule or regulation issued by the Township governing behavior of employees; incompetency; inefficiency; neglect of duty; insubordination; or any behavior, such as theft or fighting, showing conduct detrimental to the efficient operation of the Township.

No suspension without pay or discharge will be taken without first providing an opportunity to the employee for a hearing before the Township Administrator or his designee before final action is taken. The affected employee shall have the right to be represented at this hearing by the Union or by an attorney.

All disciplinary actions including discharges shall be handled promptly.

Section 3. Reprimands. The Fire Chief is authorized to issue oral and written reprimands. When he issues an oral reprimand, a note describing the incident and action taken shall be placed in the employee's file.

Section 4. Suspensions, demotions, and discharges. If the Fire Chief believes an employee's action or failure to act justifies more serious disciplinary action, he shall report the matter, with recommendation, to the Township Administrator, who has the sole power to administer suspensions, demotions and discharges. If a suspension is determined to be the appropriate action, the Township Administrator may, with the consent of the employee, suspend all or part of the employee's vacation in lieu of a suspension without pay. No suspension will be for a period longer than thirty days.

Section 5. Documentation. A written reprimand or note concerning an oral reprimand will be removed from the employee's file after one year if no other disciplinary action has been taken against the employee subsequently. The record of suspension of three days or less shall be removed after two years if no subsequent disciplinary action has been taken. Records of longer suspension or of demotion shall be retained permanently. Removed records may be used defensively in any case, including discrimination charges filed by others.

Section 6. Appeals. The grievance procedure established by this contract shall be the sole means of appeal of any disciplinary action. The employee wishing to grieve a disciplinary action shall skip any step of the procedure below the level of the official who took the original action.

#### **Article 17. Grievance Procedure.**

Section 1. Pre-grievance. Nothing in this Article shall prevent an employee from discussing with his immediate supervisor any work-related condition or complaint. Such a discussion shall not be interpreted as filing a grievance. Nothing shall prevent the employee, following such discussion, from filing a grievance on the same subject matter, provided it meets the definition of a grievance as set forth in Section 2 of this Article.

Section 2. Definitions. "Days" as used in this Article shall mean days when the Washington Township Government Center offices are open for normal business.

"Grievance" shall mean any complaint from one or more employees that the Township has violated this agreement, has committed a tort against an employee in any way related to his/her employment, has discriminated against the employee on account of race, sex, age, unionization, handicap, religion or any other ground prohibited by law, has imposed discipline without just cause, or has taken any other employment-related action which violates the employee's constitutional or statutory rights other than matters associated with worker compensation, unemployment compensation, fair labor standards, or matters properly within the jurisdiction of the State Employment Relations Board. Otherwise, this article provides the exclusive means for handling grievances.

Section 3. General. In this Article and throughout this contract, the Chief and the Administrator may each designate another individual to act in their places. A grievance must be signed and filed in writing with the employee's immediate supervisor; it may be filed at a higher step only when specifically authorized by this contract.

A grievance must be filed promptly following the occurrence of the action on which the grievance is based, or upon the employee first becoming aware

(or with reasonable diligence should have become aware) of the action. No grievance may be filed after ten days from the action or awareness of the action, without approval of the Township.

If the Township fails to answer in the time provided for each step in the following section, the grievance shall automatically advance to the next step. If a grievance is not filed or appealed within the time provided, it shall be considered withdrawn. Time limits will be waived in case an emergency exists.

#### Section 4. Procedural Steps.

Step 1. Grievance is filed with the immediate supervisor. That supervisor shall meet with the employee within three days of its receipt, and shall give the employee a written answer within three days of the hearing.

Step 2. If the grievant is not satisfied with the Step 1 answer, he may appeal in writing to the Fire Chief within three days of receiving the Step 1 response. The Chief shall investigate, shall meet with the grievant, and shall give a written response within five days of the hearing.

Step 3. If the grievant is not satisfied with the Step 2 answer, he may appeal in writing to the Township Administrator within ten days of receiving the Chief's answer. The Township Administrator shall investigate, shall meet with the grievant, and shall give a written answer within ten days of the meeting.

Step 4. Arbitration. If the employee is not satisfied with the Step 3 response, the Union may, at his request, but at its sole discretion, submit a notice to proceed to arbitration within thirty days of the Step 3 decision. However, if the Union refuses to proceed, the employee may proceed at his own expense without any obligation on the Union's part to assist him.

a. The arbitrator shall be selected by requesting the Cincinnati office of the American Arbitration Association to submit a list of seven arbitrators, from which the parties will make their selection in accordance with the rules of the Association. The parties may, in any case, agree on an arbitrator without seeking a list of names.

b. The arbitrator will conduct a hearing, following which he will make a written award which shall be final and binding on both parties. However, the arbitrator's authority is limited to making the grievant whole by restoring actual or monetary losses, granting reinstatement with or without back pay, ordering deletion of records of discipline and

the like. He may not make an award for pain and suffering, attorney fees, punitive damages or anything other than a make-whole award. Nor can the arbitrator make any changes to this contract, or rule on any incident that occurred before this agreement became effective, or after this agreement has been terminated.

c. The cost of arbitration, including any docket fees, arbitrator's fee and expenses, shall be paid by the losing party. But each party shall pay the expenses of its own preparation and presentation of its case.

d. Multiple (two or more) grievances shall not be heard by an arbitrator unless the parties agree specifically to waive this provision.

e. These procedures supersede all pre- and post-disciplinary procedures which would otherwise be required by law.

Section 5. Grievance against Union. If the Township claims any violation of this contract by the Union, other than a violation of the no-strike clause, it must file notice of its intent to arbitrate the matter with the Union within thirty days of the occurrence.

#### **Article 18. Seniority.**

Section 1. Definition. Seniority is defined as the duration of time an employee has been employed on a full-time basis with the Washington Township Fire Department, including time in a probationary status but not including time spent on a leave of absence greater than thirty days. If a regular employee had prior service as a Washington Township part-time in house or paid volunteer, his seniority shall include credit for 25% of the total time served in a part-time capacity, not to exceed one year of seniority credit.

Section 2. Termination of seniority. Seniority is broken in the following cases and, if the employee is re-employed, he starts with no seniority from prior employment:

- a. Discharge
- b. Resignation
- c. Retirement
- d. Failure to return to work on the first regular work day following expiration of an approved leave of absence.
- e. Failure to return to work within fifteen days after being recalled. The fifteen day period begins on the date the Employee receives a notice to return by certified mail or receives a personal notice of recall or the Employer receives confirmation of non-delivery.
- f. Absence due to leave of absence of more than 52 weeks, or for the length of the employee's seniority at the beginning of the absence, whichever is shorter. FMLA leave will not be counted for this purpose.

- Section 3. Uses of seniority. Benefits and working conditions in which seniority is used are set forth in the Articles of this contract in which said benefits and conditions are defined, or in Township personnel rules.
- Section 4. Vacation picks for firefighters, lieutenants and captains will be based on time in rank. Order in fills will begin with the total lowest overtime hours by rank; errors in overtime will be corrected by the next opportunity, not back pay.
- Section 5. Seniority lists. The Employer shall prepare and maintain seniority lists indicating the employee name, seniority date, and current classification of each employee. Such lists shall be updated annually, posted in appropriate work locations, and a copy given to the Union. If two or more employees have identical hire dates, they shall be put on the seniority list in the order of their relative ages if the order of their application cannot be determined.

**Article 19. Layoff and Recall.**

- Section 1. Layoff. The Township may lay off an employee due to lack of work, lack of funds or any other good faith, non-discriminatory reason. If the Township decides to lay off one or more employees within any classification in the bargaining unit, the employees to be laid off shall be determined on the basis of ability (including training, skill and experience) and performance (including work record and performance evaluation ratings). When ability and performance are relatively equal, seniority shall govern.
- Section 2. Layoff from promoted rank. If it becomes necessary to reduce the number of employees in a promoted rank, and the employee selected for lay off possesses the immediate skills, abilities and certification or licenses required to perform and hold a position in another firefighter classification, he may bump a less senior employee in a lower classification.
- Section 3. Recalls. An employee shall retain recall rights for one year from the date of layoff. Recalls within a classification will be determined on the basis of ability and performance. When ability and performance are relatively equal, seniority shall govern. Recalled employees must possess up-to-date certifications or licenses required to perform the job. Notice of recall shall be delivered personally, or sent to the laid-off employee's latest address of record. Employees who are recalled retain seniority for time worked prior to layoff but do not accumulate seniority during the period of layoff, unless the layoff is for less than thirty days.
- Section 4. The Township's evaluation as to who will be laid off and recalled and in what order may be reviewed in the grievance and arbitration procedure but will not be overturned unless it was arbitrary and capricious.

**Article 20. Special Leave (Trade-Time).**

- Section 1. Each employee may be granted special leave with pay for any day or partial days on which he is able to secure another qualified employee, who will work in his place without pay, providing the proper level of coverage is maintained. This provision shall not affect accumulation of total hours worked.
- Section 2. Requests for all trades must consist of written application, requiring the written approval of the Chief or his designate. The Township can do whatever it takes to comply with the Fair Labor Standards Act, or to remove any doubt about such compliance.
- Section 3. If, after agreeing to a trade, an employee is unable to fulfill his obligation, that time will be charged against the employee's vacation, personal time or sick leave if applicable.

**Article 21. Promotions.**

- Section 1. Definition. A promotion is a personnel action by which an employee is advanced to a higher classification, with new duties, and having a higher pay range.
- Section 2. Posting. All full-time vacancies above the entry level shall be posted in each station, and a copy sent to the Union. The notice shall be posted for thirty days. Alternatively, the Chief or his designee may notify each individual member eligible for promotion. The notice will include a procedure by which employees may inform the Chief of their interest in being considered and the qualifications required for successful performance in the higher position. This provision applies to all vacancies in the bargaining unit.
- Section 3. Procedure for filling positions. Positions within the bargaining unit shall be filled following testing of each candidate who applies and who meets the announced qualifications. The test will consist of such sub-tests as the Township finds necessary, including written tests, oral tests and/or others. A test may consist in whole or in part of an assessment center. If the position requires ability to operate equipment or to use tools, a practical demonstration test may be included. All candidates will be tested with the same tests and against the same standards. Where feasible, more than one rater will be used.

When two or more qualified candidates are competing for the same promotion and are reasonably equal in terms of test results, the senior employee will be promoted.

All qualifications shall be job-related.

This article does not apply to vacancies not in the bargaining unit.

**Article 22. Command Officer Responsibilities.**

Lieutenants, captains and shift commanders (and any other fire command officers in the bargaining unit) are responsible for supervising firefighters and other employees assigned to them, and for assisting in the management of the Fire Department.

The Union will not fine or take other adverse action against a lieutenant, captain, shift commander, or other command officer for imposing discipline or carrying out other command responsibilities. A command officer will not withhold discipline or other command action because of its being against a fellow Union member. Command officers who are covered by this contract retain full rights to file and pursue grievances under it.

Each command officer will cooperate fully with the Township to help formulate Township policies and to carry them out.

**Article 23. Bereavement Leave.**

Section 1. Allowance. A full-time 40 hour employee may be absent up to three regularly scheduled work days without loss of pay in case of death in the immediate family, which, for this purpose, is defined as spouse, parents, grandparents, spouse's grandparents, children, brother, sisters, step-parents, -children, -brothers, -sisters, parents-in-law, brother- or sister-in-law, or any member of the immediate household (not including a boarder) who has resided with the employee's family for at least one year.

A full-time employee may be absent up to one regularly scheduled work day without loss of pay in case of death of an aunt or uncle on the employee's side of the family. An aunt or uncle whose relation is on the spouse's side of the family is not covered by this benefit.

Section 2. Employees working the 24/48 hour shift may be absent 2 regularly scheduled shifts without loss of pay in the case of a death in the immediate family. Because of the additional hours off, they will not be allowed extra allowance for travel.

Section 3. Extra allowance for travel. If the funeral of a member of the immediate family requires overnight travel, an extra allowance of up to two days may be allowed by the Chief for full time 40 hour employees.

Section 4. Approval. Approval of bereavement leave by the Fire Chief is required. The Chief may require proof of the relationship and a copy of the death notice.

**Article 24. Sick Leave.**

Section 1. Definition. Sick leave is defined as the absence of a full-time employee for any of these reasons:

- a. Personal sickness or off-the-job injury
- b. Required to remain at home or in a hospital with a member of his/her immediate family who is sick or injured. Immediate family means spouse, parents, child, step-child or adopted child.
- c. Required to keep a medical or dental appointment that cannot be scheduled during off-duty periods. A 24-48 hour employee is assumed to be able to schedule such appointments during off-duty time unless there is a medical emergency.
- d. One-day absence is allowed on the day of the birth of a child, and another day when the child is brought home from the hospital.
- e. Sick leave shall be charged to the nearest 30 minute increment when calculating uneven hours of leave.

Section 2. Purpose. Sick leave is provided so that employees will not be seriously handicapped financially if unable to work because of illness or injury. Any employee who abuses the sick leave privilege or submits fraudulent information is subject to disciplinary action.

Unpaid leave will be provided as required by FMLA. Paid leave will be provided subject to the requirements of this Agreement.

Section 3. Amount of credit. Each full-time employee shall be credited with eight hours of sick leave credit for each completed month of service. For this purpose, a completed month of service shall mean any calendar month in which the employee is in a pay status for at least two scheduled work weeks in the month, or on Worker Compensation. For a new employee it means that the employee began work in the first half of the month.

An employee on 24-48 hour shifts will have sick leave converted on the bases set forth in Article 37, Section 3.

Unused credit shall accumulate to a maximum of 230 days (1,840 hours) accumulation.

Section 4. Conditions for payment of sick leave. To be paid sick leave, an employee must meet the following conditions:

- a. He/she must be unable to work. The Township may require a doctor's certificate to establish the reason for the disability.
- b. The request for leave must have the approval of the Fire Chief.

Section 5. Repeated use. If an employee has been absent on sick leave on four separate occurrences within a calendar year, the following shall apply to all subsequent absences:

- a. The employee will be put on notice following the fourth absence.
- b. Each subsequent absence will require a physician's certificate.
- c. The employee will be paid at the rate of 80% of full salary for the first two days of the absence after the fourth absence; provided, that if the employee is hospitalized during any subsequent absence, full payment shall be made.
- d. The Chief may also require the employee to be examined by a physician designated by the Township as a condition for payment.
- e. No absence covered by FMLA shall count under this section.

Section 6. For the purpose of this policy, a sick leave occurrence shall be any continuous sick leave use in excess of two hours. For example: an employee uses 1 1/2 hours of sick leave for a doctor's appointment that could not be scheduled during non work hours. No Occurrence. An employee is off work three continuous days on sick leave. One Occurrence. An employee is off work for two continuous days on sick leave in January, misses four hours on sick leave in April, and is off one day on sick leave in July. Three Occurrences.

If an employee returns to work from sick leave and finds that he is unable to work because of the original illness or injury, his Department Head may recommend and the Township Administrator may approve the non-continuous sick leave as one occurrence. If an employee is injured on the job and qualifies for worker's compensation benefits this will not count as an occurrence.

Section 7. Notice of absence. Each employee is required to notify the fire alarm operator as soon as he knows he will be absent; in no case shall this notice be later than 15 minutes before the scheduled start of his shift. Failure to provide timely notice is cause for denying sick leave pay.

If the absence is due to hospitalization, out-patient surgery or similar cause which can be scheduled, notification shall be made at the time the medical procedure is scheduled.

Section 8. Absence day before/after holidays. The Township may require a physician's certificate if an employee is absent on the work day before or the work day after a holiday or vacation.

Section 9. Extended absences. No absence can continue longer than one year. If the employee is absent more than two weeks, he shall arrange with his physician to provide the Township with a medical prognosis. The Township Administrator will make a decision taking into account the employee's condition and the Township's needs for service. A physician's certificate may be required before any employee is allowed to return to duty following extended absence.

Section 10. Records. The Township Fiscal Officer's office shall be the custodian of all sick leave records.

Section 11. Credit for service with other public agencies. An employee who previously worked in another Ohio political subdivision may transfer to Washington Township sick leave credit earned but not used or converted to cash in the prior agency, up to a limit of ten work days of credit. It is the employee's responsibility to secure from the former agency's personnel officer attestation of the prior service and sick leave balance.

Section 12. Credit for unused credit upon separation.

- a. A bargaining unit member who resigns in good standing after at least ten years of service shall be paid one hour of pay for each four hours of unused sick leave credit accumulated.
- b. A Township employee who officially retires from service shall be paid one hour of pay for each three hours of unused sick leave credit accumulated.
- c. If a Township employee dies in service (on duty or line of duty), his beneficiary shall receive one hour of pay for each hour of unused sick leave credit accumulated.

In all cases, payment shall be withheld until the employee or his agent has returned all Township property in the custody of the employee.

Section 13. Conversion to personal leave. An employee who uses no sick leave during an entire calendar year shall receive one extra personal leave day during the following calendar year.

#### Section 14. Family and Medical Leave Act Compliance.

Under the Family and Medical Leave Act, an employee who has been employed by the Township for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: incapacity due to pregnancy, prenatal medical care or child birth; to care for the employee's child after birth or placement for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active duty status for deployment in a foreign country in the Armed Forces, including the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a former member if treatment is within five years of service, who has a serious injury or illness incurred in the line of duty.

An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide as much notice as is practicable. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Township to determine if the leave may qualify for FMLA protection. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment (Intermittent leave and reduced leave schedule are not available for birth or

adoption leaves). The employee also shall state if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Township will designate the leave as FMLA or not and so notify the employee. If the employee disagrees, he or she should inform the Township immediately. If the employee appears to be eligible, the Township will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and responsibilities. If the employee is not eligible, the Township will provide the reason.

An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The Township will provide a form for this. When the duration of the condition listed in the original certification is 30 days or less, if the employee's leave (whether full-time intermittent, or on a reduced schedule) is for more than 30 days, then he shall submit a new medical certification after 30 days, and after each 30 days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every 6 months, whichever occurs first. A second opinion may be required; a third opinion may also be required to resolve a dispute between the first and second opinions.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combines with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

All family and medical leaves are without pay, except employees will be required to use all paid sick leave, paid personal days and paid vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay, and the paid leave will count against the

employee's 12-week entitlement. The unpaid portion of family and medical leaves are without benefits, except that applicable insurance will be continued during the family and medical leave (up to twelve weeks in a rolling twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it. The Township may take any steps necessary to comply with the Family and Medical Leave Act or to remove doubts about such compliance.

An employee who believes his FMLA rights have been violated may file a complaint with the US Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Any dishonesty in connection with FMLA leave or FMLA job restoration shall subject the employee to discharge.

**Article 25. Personal Day.**

Section 1. Each regular full-time employee is eligible for one personal day per year. One personal day is equal to 24 hours for 24/48 firefighters. Such leave shall be scheduled in advance and shall be subject to the approval of the Chief.

Section 2. An employee shall not carry an accumulated personal day forward to the next year.

**Article 26. Vacation.**

Section 1. Accrual of credit. A full-time employee's accrual of vacation credit begins with the month in which employed, unless employed in the second half of

the month, in which case, the credit begins with the following month. An employee who is in a pay status for at least two weeks in any month receives credit for that month.

Accrual will be at the following rates, based upon years of continuous service:

- a. 0.83 days per month (80 hours per year) in each of the first four years of service.
- b. 1.0 days per month (96 hours per year) after having completed four full years of service.
- c. 1.25 days per month (120 hours per year) after having completed six full years of service.
- d. 1.5 days per month (144 hours per year) after having completed nine full years of service.
- e. 1.83 days per month (176 hours per year) after having completed 15 full years of service.

Section 2. Use of Vacation Credit.

- a. Vacation leave will not be charged for a holiday falling within the vacation leave. But an employee cannot use sick leave during the vacation period.
- b. Requests for vacation leave must be submitted to the Chief or his designee at least 30 days prior to the first date requested, unless there is a reason for later submission. The Chief or his designee will evaluate all requests against the need to maintain efficient Township operations. If two or more requests are submitted for the same time period and only one can be granted, preference will be given on the basis of seniority provided such a selection does not impede operations.
- c. New hire probationary employees may not use vacation leave during the first six months.

Section 3. Carryover. An employee may carry accumulated vacation leave over into the following year, up to a maximum of 15 days carried over or the employee's vacation accrual rate in December multiplied by 12, whichever is greater. Accumulated vacation leave in excess of the above amounts will be dropped or lost on December 31 of that year. The only exception shall be the Employee Award of Excellence winners shall be able to carry an

additional three days of vacation (in addition to the above) forward in the year they win the award.

Section 4. Use when sick or injured. Absence because of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and with approval of the Chief, be charged to vacation leave.

Section 5. Vacation in lieu of suspension. Compensation charged to vacation leave in lieu of time off on unpaid suspension will not ordinarily be allowed, except by special agreement between the employee and the Township Administrator at the time the suspension is levied.

Section 6. Death of employee. The Township will pay to the employee's beneficiary (as listed on the Life Insurance provided by the Township) the cash equivalent of the employee's unused vacation leave credit.

**Article 27. Holidays.**

Section 1. All regular full-time employees are eligible for the following holidays:

HOLIDAY	OBSERVED ON
New Year's Day	
Martin Luther King Day	
Lincoln/Washington's Birthday	Third Monday in February
Memorial Day	
Fourth of July Day	
Labor Day	
Columbus Day	Second Monday in October
Veteran's Day	Day after Thanksgiving
Thanksgiving Day	
Christmas	

a. 40 Hour-Employees.

All regular full-time employees shall receive eight hours of compensation for each holiday. If a regular full-time, non-exempt employee is required to work on a holiday, he shall receive additional compensation at 1 1/2 times the employees standard hourly wage.

If a holiday occurs on a Saturday, it will be observed on the preceding Friday.

If a holiday occurs on a Sunday, it will be observed on the following Monday.

b. 24-48 Hour Employees.

If an employee working the 24/48 shift is scheduled off on the holiday, they shall receive eight hours of straight time compensation.

If an employee on the 24/48 hour shift is scheduled to work the holiday, they shall receive instead 10 hours at 1 1/2 times their regular rate for working the holiday (in addition to their regular pay). If an employee works less than 24 hours on the holiday, the holiday pay compensation will be prorated. Any employee working less than six hours on a holiday shall not receive the additional holiday compensation.

(Example: An employee works 12 holiday hours of a 24-hour shift. This employee would receive 5 hours at 1 1/2 times the regular rate as additional holiday compensation.)

For the purpose of holiday compensation for 24/48 employees, the holiday shall be considered the actual holiday not the closest Monday or Friday. (When holiday falls on Saturday or Sunday.)

- c. A new hire probationary (during first three months) employee will be paid his normal rate on the holiday only if required to work that day.

**Article 28. Maternity Leave.**

Section 1. Disability due to pregnancy and childbirth will be treated the same as any other disability. The sick leave provisions in Article 24 will apply in cases of pregnancy and childbirth.

**Article 29. Jury Duty/Court Time.**

Section 1. Jury Time. Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear. Employees required to serve on a jury will be reimbursed as set forth in this Section. Subject to the other provisions of this Section, employees shall suffer no loss or regular straight time earning for time necessarily lost due to jury service, up to a maximum of 30 days in any calendar year. To be eligible, the employee must present the Township satisfactory evidence of the dates and times of jury service. If an employee is excused from jury service for the day, early enough to return to his regular shift, he shall do so. Employees who expect to be called for jury service shall notify the Township as promptly as possible so that the Township may make the necessary arrangements. The Township expects each employee to perform his civic duty, and serve when called; however, in exceptional cases the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

Section 2. Court Time. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, to testify concerning matters pertaining to official fire division business shall be compensated in the same manner as regular duty hours for time necessarily so spent.

**Article 30. Injury Leave.**

Section 1. Definition. Injury leave is a leave of absence, with full pay and benefits, necessitated by an injury occurring in line of duty; or an illness caused by exposure to a communicable disease resulting from the performance of duty.

Section 2. Amount of leave. If an employee suffers a compensable injury or illness while in the performance of his duties with the Township and while properly performing an assigned task, such injured employee shall continue to receive his full weekly rate of pay from the Township for up to the first 6 months following the date of injury. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation. The Township may require the employee to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the Township administrator in his sole discretion, and his decision shall not be subject to the grievance and arbitration procedure.

Section 3. Injury reporting. An employee who claims injury leave must complete a report on the incident, and file such report with the immediate supervisor, for forwarding to the Chief, as soon as possible. Normally, this will mean the day following the incident unless it is necessary to delay the report because of the employee's physical condition. The report will include a description of the incident and the injury/illness resulting therefrom, and shall have attached to it a report from the employee's physician describing the extent of injury/illness and estimating the length of leave necessary.

Section 4. Township physician role. A physician designated by the Township will review the reports when so requested by the Chief or the Township Administrator. If this physician finds it necessary, he will examine the employee and make his recommendations to the Administrator. In case of a difference of opinion between the two physicians, the opinion of the Township physician shall be followed, unless the employee appeals for a third opinion. If this is done, the third physician will be selected by the other two, and his opinion will govern. In case of an extended absence, the employee may be required to submit to further periodic medical examinations by the Township physician or another physician designated by the Township physician at the Township's expense.

**Article 31. Probation.**

Section 1. Definition. All appointments shall be made to probationary status. The probationary period shall be one year, and will be extended only in those cases in which the employee has had an excused absence of more than five consecutive days.

Section 2. Evaluation. Each probationer shall have a three month consultation, an evaluation after six months and then another evaluation at the end of one year's employment. Promotion probation is 12 months. A failed probationer would return to previous classification (1) only if the position is available if the demotion is voluntary and (2) the probationary employee did not engage in conduct that makes it inappropriate for him to serve in the lower rank.

Section 3. Rights during probation.

- a. Sick leave: New hire probationer has the same rights as other employees.
- b. Vacation: New hire probationer earns vacation credit, but may not take vacations until satisfactorily completing six months.
- c. Seniority: Seniority is credited as of date of appointment, but no benefits of seniority apply during new hire probation.
- d. Group insurance: New hire probationer participates in group insurance after thirty days of service.
- e. Discipline: As per Article 16 of this Agreement.

**Article 32. Call-in Pay.**

Call-in pay is payment for work assigned by the Chief or his designee, and performed by an employee at a time not contiguous with his normal pre-scheduled work hours, but does not apply to call-ins due to the employee's fault or neglect. Any employee who is called in for such work will receive a minimum of 2 hours pay at the time and one-half rate.

**Article 33. Tuition Reimbursement.**

Section 1. It is the policy of the Township to encourage employees to further their education in fields related to their job requirements. In order to meet this goal, any regular full-time employee who has been employed by Washington Township for at least 18 months is eligible to participate in the program as defined below.

Section 2. Reimbursement Schedule

a. Final Grade Level

A	80% Reimbursement
B	70% Reimbursement
C	50% Reimbursement
D or below	0% Reimbursement

b. For Pass/Fail Grading Systems

Pass	50% Reimbursement
Fail	0% Reimbursement

Section 3. Education or training must be obtained at an approved or accredited college, university, secondary school, technical institute, business institute, related educational institute or school. In order to be eligible, the school must meet the requirements of the Ohio State Board of School and College Registration.

Section 4. The course or courses must be directly related to the employee's current position or a promotional position for which the employee is eligible, or must be part of a degree program related to the employee's current position or a promotional position. An employee shall be limited to a maximum of six hours per quarter or semester for reimbursement under this program. Any associate, undergraduate or graduate degree program in the following fields shall be considered directly related to any employee's current position: Economics, Finance, Computer, Fire Science, Law Enforcement, Engineering, Management, Recreation, Political Science, Public or Business Administration, Healthcare or Healthcare related fields, or Urban Affairs.

Section 5. Request for reimbursement must be filed in advance of course registration.

- a. A letter requesting reimbursement must be submitted in advance to the Chief and the Township Administrator for review and approval. Approval will be subject to budget considerations. The employee shall be in good standing with the department.
- b. Upon completion of the course of study, the employee requesting reimbursement must submit to the Chief within 30 days, a receipt and grade report showing that the course or program was completed.
- c. The Township will reimburse the employee for tuition cost based on the schedule shown in Section 2 (above).
- d. All employees requesting tuition reimbursement shall use the standardized form.

- Section 6. Through prior approval, the Board of Trustees may provide 100% reimbursement for special classes. (Example: classes which provide state certification such as Paramedic, EMT training or commercial driver's license.)
- Section 7. An employee who terminates employment with the Township within one year after completing a course under the Tuition Reimbursement Program shall refund to the Township all money received for courses taken within one calendar year of the employee's termination date. An employee who terminates employment with the Township within two years after completing a course under the Tuition Reimbursement Program shall refund the Township 75% of all money received for courses taken within two calendar years of the employee's terminate date, unless the employee terminates his employment due to causes beyond his/her control, i.e., spouse is transferred, illness, etc. The amount to be refunded may be withheld from any termination pay due the employee.
- Section 8. The Township will not reimburse fees for a program of study for which the employee has received a scholarship, grant or subsidy to the extent of such aid. If the employee has a partial scholarship or grant, reimbursement will be based on the difference between the grant and the actual tuition expenses to the employee.

**Article 34. Training.**

- Section 1. Training. The Chief in his discretion will determine what outside seminars, workshops and other training opportunities to which employees will be sent, and what employees shall attend.
- Section 2. Expenses. The Township will pay all costs of training, including tuition, travel, lodging and meals. No employee will suffer loss of wages due to attending any training program to which he is assigned. The Township will pay any additional wages, if any, required by the Federal Labor Standards Act.
- Section 3. Training. The Township will make its best efforts to see that all members participate in training burns, so long as it does not result in overtime.

**Article 35. Transfers.**

- Section 1. Involuntary transfers. The Fire Chief may transfer any employee to a different assignment within his classification at any time the good of the service so requires. However, the right of transfer shall not be used as a disciplinary measure.

Section 2. Voluntary transfers. Any employee may request a transfer to a different station or shift at any time, by writing a memo to the Fire Chief. When a vacancy exists to which requests for transfer are on file, the Chief will select on the basis of seniority and qualifications for the assignment, provided at least one is qualified, but in considering qualifications, the Chief may consider needed balance of experience and capabilities in each crew and shift. Requests for transfer will remain on file for a period of one year, unless previously granted, and can be withdrawn by the employee at any time. If a transfer is not granted within a year, the requester may renew his request. An agreement between two employees of the same classification to trade assignments will be honored by the Chief unless he has reason to believe the efficiency of the service would suffer.

**Article 36. Uniforms and Equipment.**

Section 1. Uniforms. The Township will furnish all uniforms required of employees in the bargaining unit, excluding underwear and socks. If an employee is promoted to a rank requiring changes in uniform, the Township will furnish such changes.

Employees will use these uniforms only for work-related purposes. The Township will furnish replacement uniforms, or portions thereof, as needed, except in those cases where it is clear the employee has abused the uniforms by improper care, wearing them for non-work-related purposes, or by other means. In such cases the employee will be required to replace the uniform or parts thereof at his own expense.

Section 2. Firefighting and EMS gear. The Township will furnish, and replace as needed, any equipment needed in fighting fires or performing other duties.

All firefighting and EMS gear and equipment shall be as determined by the Fire Chief, within applicable laws.

Section 3. Employee obligation. Each employee is required to maintain gear assigned to him in satisfactory condition, and to report to his immediate supervisor any deficiencies therein.

Section 4. Safety and health. The Township shall provide reasonably appropriate equipment for the protection of exposure to infectious diseases. This protection shall consist of, but not necessarily limited to gloves, face/eye protection, masks and gowns.

**Article 37. Miscellaneous.**

Section 1. Personal property loss. If in the course of emergency work eyeglasses or contact lenses are lost or damaged, it shall be replaced at Township expense.

Section 2. Conversion between work schedules. Employees who regularly work a schedule of 40 hours a week are referred to as "40-hour employees," and those who regularly work a schedule of 24 hours on duty followed by 48 hours off duty are referred to as "24-48 hour employees."

Vacation/Sick Leave Conversion Formula

a. For 40-hour employees assigned to the regular 24/48 shift, the following conversion formula shall be used:

$$\frac{\text{Total accumulated hours} \times 12}{8} = \text{Converted sick/vacation leave}$$

b. For 24/48 shift employees returning to the 40-hour week, the following conversion shall be used:

$$\frac{\text{Total accumulated hours} \times 8}{12} = \text{Converted sick/vacation leave}$$

c. No conversion shall be made for 40-hour employees temporarily filling-in on the 24/48 shift.

Pay Rate

Employees working their full 24/48 shift shall receive the same biweekly pay as employees working the traditional 40-hour work week. Those employees working on the 24/48 shift shall have a pay "rate" equal to the 40-hour per week "rate".

Section 3. Legal representation. In the event a civil action is brought against an employee arising out of the proper performance of his official duties, the Township will furnish legal counsel for said employees, if he so requests, as provided in Ohio Revised Code 2744.07. The employee may also opt for other counsel, at his own expense.

Section 4. Approved Leaves of Absence.

a. Leave for Personal Reasons. An employee, upon written application, may be granted a personal leave of absence at the discretion of the Township, when such leave of absence is for a justifiable reason and will not adversely affect operations. If, however, the employee accepts employment elsewhere without the consent of the Township during the leave of absence, his employment shall terminate. If an employee accepts employment elsewhere, with Township consent, and is retained on leave of absence, he shall receive no coverage under the retirement or health and welfare programs of the Township while so employed. Normally, leaves shall not exceed 90 days.

- b. Military Service. Employees who enter the military service of the United States will be afforded all rights applicable by law.
- c. Unpaid. All leave of absence is unpaid unless otherwise specifically provided.

**Article 38. Hours of Work.**

Section 1. Hours. Employees will be assigned to a work schedule of either 40 hours a week (consisting of five eight-hour days) or of 24 hours on duty followed by 48 hours off duty, or, if implemented, twelve hour shifts averaging 42 hours a week. Employee may request and Chief may grant variations to this schedule agreement.

Section 2. 40-hour employees. These employees will generally work five eight-hour days, Mondays through Fridays, from 8:00 a.m. until 4:00 p.m., with no designated lunch break unless rescheduled per Section 4 of this Article.

Section 3. 24-48 employees. These employees will work 24-hour tours of duty, followed by 48-hour periods in a non-duty status. In addition, they will receive seven extra tours of duty off during a year, as scheduled by the Chief.

Section 4. Changes in schedule. The Township will not permanently change an employee's work schedule by more than one hour's difference in starting time without at least two week's notice. If the schedule is changed to include work on Saturday or Sunday, or to change the length of the work day on a permanent (more than three months basis), at least four week's notice will be given.

If the Township fails to give the notice provided above for a permanent change, the first day of the new schedule will be worked at time and a half.

Section 5. Fair Labor Standards. As the Township is obligated to conform to the Fair Labor Standards Act, it reserves the right to make such changes in schedules and in calculating overtime as required to remain in conformity with changes in the Act.

Section 6. Platoon Shift Scheduling. In each leap year, 24-hour platoons will be rescheduled to avoid unfair holiday scheduling. There will be no additional pay for the rescheduling. On the last Saturday in February of a leap year, the platoons will be scheduled as follows:

Platoon 1	0800 to 1600
Platoon 2	1600 to 2400
Platoon 3	2400 to 0800 (Sunday)

Platoon 1 is the platoon working the Friday, Platoon 2 is the platoon that worked Thursday, and Platoon 3 is the platoon that worked Wednesday, and will work Sunday.

The dates specified can be changed by mutual agreement of the Chief and the Union.

The intent of this provision is solely to avoid duplication of holiday schedules on leap years. It is not the intent to create additional EDO's or other time off.

**Article 39. Overtime.**

Section 1. Overtime required. Because of the emergency mission of the department, the parties agree that when the Fire Chief determines to call out additional employees on overtime, such a call is mandatory, provided the employee is not in a sick leave status and can be reached by telephone. Each employee must supply the department with a current working telephone number to facilitate callout.

Section 2. Overtime pay rate. Whenever an employee is required to work more than his normal weekly schedule, he shall be paid for hours in excess of 40 in a week, or, if on a 24-48 schedule, more than his normal schedule for the pay period, at the rate of time and a half. Overtime will not be pyramided.

Section 3. Calculation of time worked. Overtime pay shall be calculated to the closest quarter-hour.

Section 4. Equalization. The Fire Chief shall make reasonable effort to apportion overtime in an equitable manner among those employees who desire overtime work. However, the emergency nature of such overtime precludes any guarantee on this point. The department will maintain records of the amount of overtime worked, and shall post such records and furnish a copy to the Union on a quarterly basis. Differences among employees in the amount of overtime shall not be subject to the grievance procedure unless the employee has reasonable grounds to charge discrimination.

**Article 40. Medical Insurance.**

Section 1. Medical Insurance. The Township will provide medical insurance coverage for employees after thirty days of service, and to their eligible dependents. The Township may make changes to premium sharing and to the plan design so long as they are consistent with the premiums and design for Township Administration.

Section 2. Miscellaneous. An employee who resigns, retires, or is discharged loses his/her medical insurance coverage except as otherwise provided by law.

An employee absent because of illness or injury will continue to be covered for medical insurance until he/she begins to be covered by disability insurance.

An employee laid off because of lack of work or funds will have the medical insurance coverage continue entirely at Township expense for three months, after which the coverage will lapse except as otherwise provided by law.

An employee on a personal leave of absence without pay (e.g., educational leave) will be covered for the balance of the insurance contract month, after which he/she will be covered only if he/she deposits with the Township Clerk an amount sufficient to cover the entire premium for the duration of absence.

However, when an employee is absent on a leave covered by FMLA, his medical insurance will continue as provided under that law and those regulations.

Section 3. Summary Plan Description. All rights, benefits, limitations and conditions of coverage of all eligible employees and dependents shall be governed by the summary plan description provided by the Township. The interpretation of all provisions of this Article shall in all respects be governed by and be subordinate to the terms and provisions of the Summary Plan Description. However, in case of conflict as to the amount of the Township payment, the provisions of this Article apply.

Section 4. Effects of legislation. If, by action of Congress and/or the Ohio General Assembly, legal requirements are imposed upon the employer that differ from the above, the parties shall meet and negotiate whatever changes are thus mandated. These negotiations shall be limited to the specific issue mandated by the legislation, unless the parties agree otherwise. If the parties fail to agree after good-faith negotiations, the matter shall be submitted to arbitration.

#### **Article 41. Safety and Health.**

Section 1. The Township and the Union agree to cooperate fully in order to maintain a high standard of safety and health among employees. The Township accepts its responsibility as an employer to provide safe working conditions and equipment for all employees.

Section 2. Employee responsibility. Employees are responsible for maintaining equipment and apparatus in good working condition. If any equipment is found to be in an unsafe condition, the employee is responsible for promptly

reporting the defect to his immediate supervisor. Employees are also responsible for using equipment in the proper manner and for using any safety devices or equipment furnished by the Township.

Section 3. Exposure to hazardous materials or infectious diseases. If in the course of employment an employee is exposed to hazardous materials or infectious diseases that might threaten his physical condition, he shall so report to his immediate supervisor. Thereupon, if appropriate, the Township shall refer him for appropriate medical treatment, at Township expense. No employee shall collect any monies from the Worker Compensation Commission if his medical treatment is being paid for by the Township.

Section 4. Vaccinations. The Township will provide employees with hepatitis vaccinations, and any other vaccinations which in the opinion of the Chief, based on medical consultations, would help to protect employees from illnesses caused by their work environment.

Section 5. Mandatory minimum fitness standards and the fitness program will apply to all bargaining unit firefighters, as described in the 11/21/94 (Rev. 7/1/01) memorandum titled "Firefighter Standards and Fitness Programs" written by Ken Parks and Jackie Curl. The Labor/Management Committee established in Article 10, above, will discuss the program, its standards, and the administration of fitness tests in the program, as part of the Committee's duty to "consider and discuss health and safety matters relating to employees." The Township will take into consideration any reports or recommendations by the Committee regarding the mandatory minimum fitness standards and the fitness program, including the manner in which the program is administered. If the results of any fitness test is to be considered in a job-related action (promotion, assignment of duties, etc.), the Township will ensure that the fitness tests are administered by a properly trained and qualified person, and that the scores are valid and accurate.

**Article 42. Wages.**

Section 1. **Effective July 1, 2013 (or next closest payroll date): a 1.5% increase will be added to the pay scale.**

	Step	1	2	3	4	5	6	7	8
<b>Captain</b>	Salary							77,524	80,625
	Hourly							37.27	38.76
<b>Lieutenant</b>	Salary							70,315	73,128
	Hourly							33.81	35.16
<b>Firefighter</b>	Salary	50,407	52,424	54,521	56,701	58,969	61,328	63,782	66,332
	Hourly	24.23	25.20	26.21	27.26	28.35	29.48	30.66	31.89

**Effective July 1, 2014 (or next closest payroll date) : a 2.5% increase will be added to the pay scale.**

	Step	1	2	3	4	5	6	7	8
<b>Captain</b>	Salary							79,462	82,640
	Hourly							38.20	39.73
<b>Lieutenant</b>	Salary							72,073	74,956
	Hourly							34.65	36.04
<b>Firefighter</b>	Salary	51,667	53,734	55,884	58,118	60,444	62,862	65,376	67,990
	Hourly	24.84	25.83	26.86	27.94	29.06	30.22	31.43	32.69

**Effective July 1, 2015 (or next closest payroll date): a 2.5% increase will be added to the pay scale.**

	Step	1	2	3	4	5	6	7	8
<b>Captain</b>	Salary							81,448	84,706
	Hourly							39.16	40.72
<b>Lieutenant</b>	Salary							73,875	76,830
	Hourly							35.52	36.94
<b>Firefighter</b>	Salary	52,959	55,078	57,281	59,571	61,955	64,433	67,011	69,690
	Hourly	25.46	26.48	27.54	28.64	29.78	30.98	32.22	33.50

Section 3. Step increases shall be given each year subject to the satisfactory job performance.

Section 4. All Firefighter/Paramedics shall receive an additional fifty (50) hours of pay for their paramedic certification. This additional pay shall be multiplied by the employees normal hourly rate of pay and divided by 2080 hours. This amount shall then be added to the employees normal hourly wage.

Section 5. Employees who achieve the following certifications/degrees shall receive the following additional pay. This additional pay shall be divided by 2080 hours and added to the employees normal hourly wage.

FIRE SCIENCE CERTIFICATE \$425.00

ASSOCIATES DEGREE \$575.00

BACHELOR'S DEGREE

\$700.00

The employee may receive only the highest level of education held.

Section 6. When an employee is promoted to a position with a higher pay grade, he shall be given an increase of at least one step over his current salary. No employee should advance from one grade to another unless he is promoted; therefore, any action (competitive promotion, non-competitive promotion or reclassification) that advances an employee to a higher grade shall be considered a promotion.

Section 7. When the shift commander position is vacant and the Chief or his designee has determined the position is to be filled by a lieutenant, the lieutenant will receive 5% out of class pay for time worked in that position.

**Article 43. E.I.G. Representation.**

Section 1. The Township agrees to allow 1 member from the Union to represent the Union at all E.I.G. meetings.

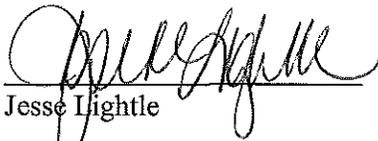
**Article 44. Term of Agreement.**

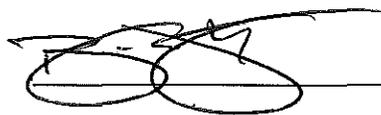
This agreement between the Washington Township Division of Fire and Washington Township Firefighters IAFF Local 3369 shall become effective JULY 1, 2013, and shall remain in full force and effect through JUNE 30, 2016.

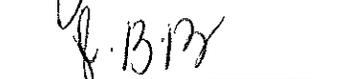
In the period beginning 120 days prior to the expiration date of JUNE 30, 2016, and ending 90 days prior to the expiration, either party may notify the other of its intent to negotiate a successor agreement. Such notice shall be in writing and delivered to either the Township Administrator or the Union President. Each party shall engage in good faith efforts to reach a settlement of a successor agreement. Should an impasse result during negotiations, the mandatory provisions of Chapter 4117 of the Ohio Revised Code, as then in effect shall be implemented to resolve such impasse.

For the Township

For Firefighter's Local 3369

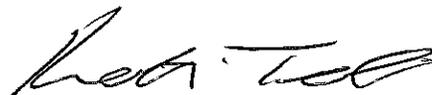
  
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Jesse Lightle

  
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## ADDENDUM 2

**TO:** Mike Morton, Chief Randall Staley, Gary Huff  
**FROM:** Ken Parks and Jackie Curl  
**DATE:** November 21, 1994 (Rev.7/1/01)  
**SUBJECT:** Firefighter Fitness Standards and Fitness Program

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### I. INTRODUCTION

We have been asked to develop our recommendations for firefighter fitness standards and a firefighter fitness program for Washington Township's career firefighters. At the Township Administrator's direction, we have prepared a report and recommendation based on what we consider to be the best program and approach for Washington Township firefighters. Our intent is to implement a fitness program that is structured by an expert to focus on health and safety in the firefighter's job functions.

To gather information for these recommendations, we have attended a MedWork seminar conducted by Dr. Loren Myhre, a research physiologist who has developed a fitness program used by firefighters for the US Air Force. We also have met with MedWork on two occasions, spoken with Joe Canoles, director of Fire Standards Training for the State of New Hampshire (formerly fire chief at Pease AFB, New Hampshire), Chief Don Braunreiter of the Jackson (Michigan) Fire Department and Chief Jim Haugsness of the Steamboat Springs (Colorado) Fire Department.

### II. SUMMARY OF RECOMMENDATIONS

We recommend that all career firefighters be tested annually using the Firefighter Fitness Index (FFI). To be actively involved in emergency operations, firefighters must achieve and maintain the Minimum Fitness Standard. Firefighters will be given the opportunity to improve their fitness level and will be monitored for reasonable improvement.

In addition, all firefighters will be expected to continue improving their FFI until they meet a Desired Fitness Standard. Firefighters will be monitored and evaluated every 16 weeks on the progress they make toward reaching this goal.

To support firefighters in reaching these goals, Washington Township will:

1. Supply physical passes to the Recreation Center at no charge
2. Recognize firefighters for their fitness achievements
3. Offer instruction on physical workouts, nutrition and healthful cooking
4. Provide on-duty workout time for firefighters, as scheduled by their supervisor.

Firefighters who do not achieve and maintain the Minimum Fitness Standard will be removed from emergency duty. The Township will assign firefighters who have been removed from emergency duty to appropriate leave status or light duty as it deems appropriate.

### III. THE RATIONALE FOR FITNESS STANDARDS AND PROGRAMS

The source for the following statistics is Dr. Loren Myhre, a research physiologist who has designed a firefighter fitness program used by the United States Air Force.

#### Firefighter Risks

As a group, men living in the United States have a 24.2% chance of dying from a heart attack. For firefighters, the percentage is considerably higher -- about 46.5%.

Death by heart attack is a particular problem for firefighters because of the sudden, extreme increase in activity required to fight fires. During extreme stress, firefighters are prone to vascular spasms which cause heart attacks. The average US male lived 72.1 years in 1988, an amount that is steadily increasing. In contrast, the life expectancy for a male firefighter is ten years less than that and not increasing. Of those firefighters who die of a heart attack while on the job, the average age is 42.8 years.

Clearly, firefighters at high risk of a heart attack are a danger to themselves. But their personal health risk also increases the risks for members of the public who call on them for assistance and for other firefighters who must depend on them for backup during a fire.

However, the increased risk of heart attack faced by firefighters can be reduced. Expending 2,000 calories per week in exercise -- the equivalent of walking about 19 miles -- lowers the risk of death by heart attack by 64%. (Note: Activity could include such typical household chores as mowing the lawn.)

Sudden spurts of activity, such as those encountered by firefighters also are positively affected. Men who are "inactive" (not involved in a regular exercise program) are 56 times more likely to have a heart attack while exercising as opposed to resting. Men who are "active" (involved in a regular exercise program) are only five times more likely to have a heart attack while exercising.

Cardiovascular strength can be substantially increased in a few months. In 16 weeks, the risk level for heart attacks can be reduced from high risk to moderate or mild risk. Research has demonstrated that even an 80-year-old man can increase his cardiovascular strength by 15 to 20 percent over a period of 90 days.

### IV. RECOMMENDATIONS

#### A. Fitness Testing

We recommend that the Township contract with MedWork to perform mandatory annual fitness testing of all career firefighters. Testing would be done for aerobic conditioning and strength. Measures of strength and aerobic fitness would be combined to arrive at a Firefighter Fitness Index (FFI).

Firefighters who do not meet the Township's Desired Fitness Standard would be required to undergo testing at two other times during the year. Testing would be scheduled by the firefighter's supervisor generally as follows:

- One to three weeks before each of the employee's two annual coaching sessions.
- A minimum of 16 weeks apart
- A maximum of 18 weeks apart

#### B. Medical Testing

We recommend annual medical exams to help assess whether firefighters are sufficiently fit to participate in a Fitness Program.

**C. Fitness Standards**

We have met with MedWork and recommend that Medwork develop the following three fitness standards.

1. **Minimum Fitness Standard** - This conservative measure of fitness, based on the FFI, would establish the minimum fitness level at which an individual could perform the duties of firefighter without a significant degree of imminent personal risk, risk to other firefighters, or risk to members of the public.
2. **Average Fitness Standard** - This is the average fitness level for members of the general population.
3. **Desired Fitness Standard** - This is the FFI level at which an individual can fully, safely and efficiently perform the physical demands of firefighting.

**D. Fitness Records**

Medwork would maintain a record of FFI levels for each firefighter. Medwork would tell supervisors if each firefighter did or did not meet the Minimum Fitness Standard, Average Fitness Standard and the Desired Fitness Standard. At the end of each 16-week period, MedWork also would tell supervisors if firefighters were making reasonable improvement and if their employee had achieved an outstanding level of improvement.

**E. Personalized Fitness Program**

Based on MedWork's advice, firefighters would be given a detailed 16-week fitness program to follow based on their own physical capabilities. Aerobic conditioning and weight training would be included.

Personalized fitness programs specify the type of activity and the duration for three exercise sessions per week for a period of 16 weeks. To achieve desired fitness levels, each session would last a little more than one hour, with about one half hour devoted to aerobics, about ten minutes to stretching and about 20 to 30 minutes to strength training.

**F. Overview of Incentives and Consequences**

If it was easy to be fit, nearly everyone would be. It is our opinion that any fitness program we implement should keep that axiom in mind. A program that is punitive and overly demanding can have a demoralizing impact on those firefighters who have not been involved in a regular exercise program. Likewise, a program that does not include a certain level of accountability will be ineffective.

We believe it is important for the Township to support firefighters in their efforts to reach a higher degree of fitness, while at the same time communicating that a serious effort is required. For this reason, we believe the emphasis of our program should be on improvement. This approach should be balanced by the very real safety issues presented by having an unfit firefighter working at an emergency scene.

**G. Incentives**

1. **Access to Equipment** - Each firefighter would be given a free physical pass to the Washington Township Recreation Center. Firefighters also could work out while on duty, as scheduled by their supervisor.
2. **Recognition** - We recommend providing financial incentive awards for firefighters who achieve the Desired Fitness Standard. Firefighters would receive eight hours vacation or a \$200 physical fitness incentive for achieving and maintaining the Desired Fitness Standard for an entire year.

3. **Education** - Instruction on fitness equipment should be included as part of a Firefighter Fitness Program. We also should provide a series of three or so nutrition classes for firefighters and their family members.
4. **Cost of the Program** - The Township will pay for the fitness program for all firefighters during the first year, including the purchase of fitness equipment. After the first year, costs will be assumed as follows:
  - a.) Firefighters who fall below the Average Fitness Standard would pay for the cost of an annual physical and for fitness testing at 16-week intervals, as needed.
  - b.) Firefighters who test at the level of the Average Fitness Standard or above would have the cost of their annual physical and fitness testing paid by the Township.

Each time an employee falls below the Average Fitness Standard at any one testing, he/she will be charged for 1/3 the yearly cost of the program.

**II. Below Minimum Fitness Standard**

Instances where firefighters do not meet this standard will be handled on a case-by-case basis.

**I. Administration**

The Township reserves the right to take such reasonable action as is needed to interpret and carry out this program.