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02/26/2014

***AGREEMENT***

***BETWEEN***

***SAYBROOK TOWNSHIP BOARD OF TRUSTEES***

***AND***

***INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS***

***LOCAL NO. 3196***

*Effective Dates: January 1, 2014 through December 31, 2016*

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Township Trustees of Saybrook Township, Ashtabula County, Ohio, as Employer, and the Saybrook Professional Fire Fighters Association Local #3196, International Association of Fire Fighters, as Employee Organization, for the purposes of: achieving and maintaining harmonious relations between the Employer, the Employee Organization, and the Employees; providing for equitable and peaceful adjustment of differences which may arise; and establishing proper standards for wages, hours, and other terms and conditions of employment.

## **ARTICLE 1**

### **DEFINITIONS**

- 1.1    **EMPLOYER:**           The Board of Township Trustees of Saybrook Township, Ashtabula County, Ohio.
- 1.2    **EMPLOYEE:**           Those persons regularly employed on a full-time basis within the Fire Department of Saybrook Township, and any entry-level Fire Fighter employed during the term of this Agreement on a regular, full-time basis, performing the duties of such position within the Fire Department. Neither the Fire Chief nor the Assistant Chief shall be considered employees for the purposes of this Agreement, and the terms of this Agreement dealing with Employees shall not apply to them.
- 1.3    **UNION:**                The International Association of Fire Fighters and/or Local #3196 thereof, as the context indicates.
- 1.4    **IMMEDIATE FAMILY:**    An Employee's spouse, children, other person permanently residing within the Employee's household, parents, siblings, parents or siblings of the Employee's spouse, grandparents, and grandchildren.
- 1.5    **PROBATIONARY PERIOD:**    A period of 180 days following the date of hire of any newly-hired full-time entry-level Fire Fighter.

## **ARTICLE 2**

### **BARGAINING AGENT**

- 2.1 The Employer hereby recognizes the Union as the exclusive bargaining agent for the Employees (Employer, Union, and Employees being defined in Article 1, above), excluding the exemption in Article 1.
- 2.2 The parties recognize, agree, and stipulate that public employees have the right to bargain collectively with their public employers to determine wages, hours, and terms and conditions of employment, and the continuation or modification of any agreement, and to enter into collective bargaining agreements (O.R.C. Section 4117.03(A)(4)).
- 2.3 This agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by an change geographically or otherwise in location, or place of business of either party hereto.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

- 3.1 The Employer agrees that it shall not engage in discriminatory practices against any Employee for his legal activities on behalf of, or his membership in, the Union.
- 3.2 The Employer and the Union agree not to engage in any discriminatory practices against any person because of age, race, color, creed, religion, gender, or disability.
- 3.3 The Employees and the Union shall not discriminate against any Employee because of his or her membership or non-membership in the Union.
- 3.4 The regular full-time Employees of the Fire Department shall have the right to become or to refuse to become members of the Union, and to participate or refrain from participating in its activities. Any new Employee may become a dues-paying member of Local #3196 of the International Association of Fire Fighters, if the Employee so desires, after serving a probationary period of One Hundred Eighty (180) days.
- 3.5 The International Association of Fire Fighters or Local #3196 shall be obligated to represent non-union members in grievance procedures; however, Employees shall have the right to present grievances without the participation of the Union, as long as the adjustment is consistent with the terms of this Agreement, and the Union has an opportunity to be present at the adjustment.

## **ARTICLE 4**

### **PAYROLL DEDUCTIONS**

- 4.1 The Employer agrees to deduct, after written notification from the Union, each pay period, without charge, dues and assessments in an amount certified to be current by the treasurer of Local #3196, from the pay of those Employees who have successfully completed their probationary period and individually request in writing that such deductions be made.
- 4.2 The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.3 The Employer agrees to remit monthly the total amount of said deductions to the designated financial institution of the Employer's choice for deposit into the checking account of Local #3196, Saybrook Professional Fire Fighters Association, or issue a check payable to the IAFF for pick up by the Union.

## **ARTICLE 5**

### **FAIR SHARE FEE**

- 5.1 The parties agree that each Employee in the Bargaining Unit covered by this Agreement who is not a member of the Union shall be required, as a condition of continued employment after completion of the probationary period, to pay a fair share fee to the Union. Said fair share fee shall be provided to the Employer in writing.
- 5.2 The fair share fee shall be established to cover the Employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement, and in settling grievances and resolving disputes arising under the Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the Employees in the Bargaining Unit covered by this Agreement.
- 5.3 Prior to the effective date of these fair share fee provisions and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member Employee in the bargaining Unit shall be the amount of the regular dues paid by the Employees in the Bargaining Unit who are members of the Union, less each non-member's proportionate share in the amount of the Union's dues and fees spent on activities not chargeable to such fair share fees in the prior year.

- 5.4 In the event that any Employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting Employee's fee shall be placed by the Employer in an interest-bearing escrow account pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board (SERB) pursuant to the provisions of O.R.C. Section 4115.09(C).
- 5.5 The Employer shall be relieved from making fair share fee deductions from the pay of an Employee upon any of the following: (1) termination of employment; (2) layoff from work; (3) an unpaid leave of absence; (4) transfer of the Employee to a position outside the Bargaining Unit; or (5) the Employee's acceptance of a regular service or disability retirement.
- A. The Employer shall not be required to make fair share fee deductions from the pay of an Employee who, during the months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the fair share fee.
- B. The fair share fee shall be deducted and remitted during the same period and in the same manner as Union dues in Article 4.
- 5.6 Any Employee who is a member of, and adheres to established and traditional teachings or tenets of, a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the U.S. Internal Revenue Code, shall not be required to join or financially support the Union.
- A. Upon compliance with the provisions set forth in O.R.C. Section 4117.09(C), such Employee shall be required in lieu of the fair share fee to pay an amount of money equal to the fair share fee to a non-religious charitable fund mutually agreed upon by the Employee and the Union. The Employee shall furnish the Union with receipts evidencing such payments.
- 5.7 The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## ARTICLE 6

### MANAGEMENT RIGHTS

- 6.1 The Union recognizes the Board of Township Trustees, the Fire Chief, or the Assistant Chief, as the authorized agents of the Employer, and acknowledges that they possess the sole right to operate the Saybrook Township Fire Department. Whenever referred to in this Agreement, the reference to Fire Chief is intended to include the Fire Chief, the

Assistant Chief or a representative of the Board of Trustees. Except as specifically limited herein, all rights are reserved to and remain vested in the Employer, including, but not limited to the sole right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Contract for goods and services; however, the Employer agrees that it will not contract out work customarily performed by the Bargaining Unit, except when required by law or due to financial reasons;
- J. Take actions to carry out the mission of the public Employer as a governmental unit.

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

## **ARTICLE 7**

### **SENIORITY- LAYOFFS**

7.1 Seniority shall be determined by continuous service as regular full-time Fire Fighters in the Fire Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement.

- 7.2 In the case of personnel reduction, layoffs shall occur in reverse order of seniority, from least senior to most senior. Employees shall be recalled in order of seniority, commencing with the most senior Employee on layoff status. No full-time Employee shall be hired until all Employees on layoff status have been given thirty (30) days notice to return to work.
- 7.3 Each Employee (as defined in this Agreement) shall be given written notice of any layoff affecting such Employee; if delivered personally, such notice shall be given at least fourteen (14) days before the effective date of the layoff, but if the notice is given by certified mail, it shall be postmarked not less than seventeen (17) days prior to the effective date. Layoff notices shall indicate generally the reason for the layoff (examples: lack of work, lack of funds, etc.). If mailed, the mailing shall be by certified mail, with a copy sent to the Union Local.
- 7.4 All laid-off Employees shall remain on the recall list for a period of seven hundred thirty (730) days from the effective dates of their layoffs. An Employee who fails to report for work within thirty (30) days of the date of certified mailing of a recall notice shall be removed from the recall list, and a copy shall be sent to the Union Local. Every Employee on layoff shall be solely responsible for notifying the Employer in writing of any change in the Employee's mailing address.
- 7.5 While specifically retaining all management rights, the Employer agrees that it will not utilize the layoff procedure to replace Bargaining Unit members with part-time Fire Fighters.

## **ARTICLE 8**

### **PROHIBITION OF STRIKES**

- 8.1 Neither the Union, nor any of its officers or members, shall instigate, promote, encourage, sponsor, engage in, or condone any strike, slow-down, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.
- 8.2 Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this Article, the Union shall immediately issue a written order directing such members to return to work, and shall have a responsible official of the Union publicly order such members to return to work.
- 8.3 In the event of a strike or other violation not authorized by the Union, the Union shall take all reasonable, effective and affirmative action to assure that its members return to work as promptly as possible.
- 8.4 The failure of the union to issue the orders or to take the action required herein shall be considered in determining whether the Union caused or authorized the activity.

- 8.5 The Employer will not lock out any member during the period that this Agreement remains in effect, as the result of any disagreement with the Union or its members. Nothing herein is intended to limit the Employer's right to take necessary steps during the term of this Agreement to prevent a clear and present danger to the public health or safety from arising or continuing.

## **ARTICLE 9**

### **GRIEVANCE & ARBITRATION PROCEDURE**

- 9.1 A grievance is defined to be any dispute, controversy, or difference between any member of the Union with the Employer on any issues with respect to or on account of:
- A. The meaning, interpretation, or application of this Agreement or the provisions hereof; or,
  - B. The rights, obligations, or liabilities of the parties herein, as to wages, hours and terms and conditions of employment.
- 9.2 Only one (1) subject shall be covered in any one (1) grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, the signature of the grievant, and the date.
- 9.3 STEP 1: Within seven (7) calendar days of the event causing the grievance, the aggrieved member or members shall discuss the event with the Fire Chief, and discussion shall be documented on the approved Pre-Grievance Form. The member may request that a Union Steward be present for the discussion.

STEP 2: If no satisfactory settlement is reached at Step 1 within seven (7) calendar days from the date of the discussion with the Fire Chief, the aggrieved member shall submit his grievance, in writing, on the approved grievance form, to the Fire Chief, within seven (7) calendar days. A meeting will be held at a mutually convenient time between the aggrieved member, Steward, Union Representative, Fire Chief, within seven (7) calendar days of the filing of the grievance. The Fire Chief shall provide a written response to the member within seven (7) calendar days of the Step 2 meeting.

STEP 3: If, after receiving the answer at Step 2 the Employee remains aggrieved, the Employee and/or the Union may, in writing, request to the Fire Chief that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within seven (7) calendar days from the receipt of the answer given at Step 2. The parties agree to participate in the mediation of all the issues set forth in the grievances at the first meeting date available to the mediator. If the mediation process is not successful or is not initiated and the Employee remains aggrieved, the Employee may proceed to Step 4.

STEP 4: (A) If the grievance is not satisfactorily settled at Step 3 of the grievance procedure, the Union may, within thirty (30) calendar days after the completion of Step 3, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative who will attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within ten (10) calendar days, the parties shall jointly request F.M.C.S. to submit a panel of seven (7) arbitrators and the arbitrator shall be chosen by the parties alternately striking names from the list until one arbitrator remains.

(B) The fees and expenses of the arbitrator shall be born by the losing party. The expenses of any witness shall be borne by the party calling the witness. The fees of any court reporter shall be borne by the party asking for the same, but such fees shall be equally divided if both parties request the presence of a court reporter, or request a copy of any transcript.

(C) The function of the arbitrator shall be of a judicial and not a legislative nature. Any decision rendered by the arbitrator must be in writing. The decision of the arbitrator shall be final and binding on both parties.

(D) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(E) Any decision by an arbitrator, which is outside the scope of the arbitrator's power as outlined by this section shall be null and void and not binding on any party.

9.4 If it is impossible to comply with the time limits specified in the procedure above because of work schedules, illness, or vacations, these limits may be extended by mutual consent in writing, a maximum of fourteen (14) days.

9.5 Any grievance shall be considered settled at the completion of any step in the procedure if all parties are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

9.6 GRIEVANCE REPRESENTATIVES: There shall be named by the Union, a Grievance Committee consisting of three (3) representatives. The Union shall inform the Employer in writing of the identity of the Grievance Chairperson.

## **ARTICLE 10**

### **UNION BUSINESS**

10.1 UNION REPRESENTATIVES: The number of authorized Union representatives, who shall negotiate, shall not be more than three (3) in number, unless there has been a prior agreement on a greater number.

10.2 OUTSIDE ASSISTANCE: The Union reserve the right to have up to two (2) Union members present for the purpose of advising them during grievance procedures, as well as legal counsel if deemed necessary by the Union.

10.3 UNION BUSINESS/RIGHT OF VISITATION. Authorized representatives of the International Association of Fire Fighters shall be granted permission to come upon the premises of the Employer at Fire Station No. 1 for the purpose of meeting with employees and conducting lawful Union business between the hours of 7:00 a.m. and 11:00 p.m. on Monday through Friday, and between 7:00 a.m. and 11:00 p.m. on Saturday or Sunday; provided, however, that the Union shall give either the Fire Chief, at least twenty-four hours' advance notice of the date that such representatives will be on the premises at Station No. 1. If the Fire Chief is unavailable for any reason, then notice may be given to any of the three Township Trustees.

10.4 UNION MEETINGS. The Union shall be entitled to meet and conduct business at the Fire Station between the hours of 7:00 a.m. and 11:00 p.m. on Monday through Friday, and between 7:00 a.m. and 11:00 p.m. on Saturday or Sunday; provided, however, that the Union shall give the Fire Chief at least twenty-four hours' advance notice, if possible, of the date that Station No. 1 shall be utilized or at the conclusion of the meeting if the twenty-four hour advance notice was not possible. If the Fire Chief is unavailable for any reason, then notice may be given to any of the three (3) Township Trustees.

Such meetings shall not be held in any other buildings or upon any other grounds owned by the Employer without prior permission from the Board of Trustees. Departmental operations shall take precedence over any such meeting, and meetings shall be held in such a fashion as to avoid disruption of Departmental activities.

10.5 BULLETIN BOARD SPACE. It is hereby agreed that for the purpose of conducting Union business, space shall be provided within Fire Station No. 1 for a fifteen (15) square-foot bulletin board for the dissemination of Union information for the members of the Union. The Union and the Fire Chief, shall agree upon a suitable location for the bulletin board. It is further agreed that space shall be provided at Fire Station No. 1 for a filing cabinet(s) for the storage of Union related materials. The location of the filing cabinet(s) shall be agreed upon by the Fire Chief, and the Union.

10.6 The Township agrees to provide the Union with access to the Township's telephones, fax machine, computer and paging system for Union business upon the following conditions:

- a The time and frequency of such use is reasonable, and
- b. The use does not cause any hardship or disruption of the Township's normal business.

The Union agrees to keep separate activity logs for the use of all of the Township's equipment, and further agrees to promptly reimburse the Township for any costs directly attributable to said use, including but not limited to, all long distance calls, fax transmissions and paper costs for copying and computer usage.

## ARTICLE 11

### GENERAL PROVISIONS - CORRECTIVE ACTION

- 11.1 GENDER: Whenever a male gender is used in this Agreement, it shall be construed to include male and female Employees unless biologically infeasible.
- 11.2 PREVAILING RIGHTS: This Agreement constitutes the entire agreement between the parties pertaining to the matters specifically identified in the Agreement. Except for the exercise of the Employer's management rights as provided for in this Agreement and/or established by prevailing law, the rights, terms and conditions of employment that are not addressed in this Agreement will continue as status quo for the duration of this Agreement.
- 11.3 COURT LEAVES. Any Employee who is scheduled to work and is required to appear before a Court, Judge, Justice, Magistrate or Coroner (i.e. by Subpoena or summons for jury duty), or a Saybrook Township/Saybrook Fire Department related case, shall be entitled to receive their regular rate of pay for all time which the Employee is required to be in attendance. Any compensation paid to the Employee for service as a juror or witness shall be returned to the Employer if the Employee is granted court leave under this Article. Employees required to appear in court for any other reason will not be paid for lost time except with prior approval of the Fire Chief.
- 11.4 INSURANCE.
- A. The Employer shall provide continuing liability insurance coverage for every member of the Bargaining Unit who is responsible for the operation of fire and/or rescue equipment. A copy of any amendment, addition, and/or deletion shall be maintained at the Township Hall for inspection purposes.
  - B. The Employer shall provide malpractice insurance coverage for emergency medical personnel who are members of the Bargaining Unit. A copy of the policy along with a copy of any amendment, addition, and/or deletion shall be maintained at the Township Hall for inspection purposes.
- 11.5 RULES AND REGULATIONS.
- A. The Union agrees that its members shall comply with all Fire Department rules and regulations promulgated by the Employer, including those related to conduct and work performance. One (1) copy of said rules and regulation shall be furnished to Local #3196, and one (1) copy shall be furnished to the Fire Department.
  - B. Any additions, deletions, or amendments to rules and regulations shall be furnished to the Union and to each member of the Fire Department no later than ten (10) days after any such change is made.

- 11.6 EXPOSURE TO CONTAGIOUS DISEASES. The Employer agrees to pay all expenses associated with any inoculations or immunization shots for Employees, spouses, and children under age 21 living in the Employees' homes, when such becomes necessary by reason of the Employees' exposure to contagious diseases in the line of duty, as may be directed by a licensed physician hired by the Township.
- 11.7 CONTINUATION OF SERVICES. The services performed by the Employees in the Township Fire Department are essential to the public health, safety, and welfare. When Employees are required to go through picket lines at a location where an emergency exists, or is believed to exist, to protect the public health, safety, or welfare, the policy agreed upon in the Township policy manual shall control (see Saybrook Township Policy #6315, passed 10/26/99).
- 11.8 LABOR/MANAGEMENT PANEL. A Labor/Management Panel shall be established consisting of three (3) certified representatives of Local #3196, the Fire Chief, one (1) of

the Trustees, and the Assistant Fire Chief. The Panel shall meet from time to time at the request of either the Union or the Employer to discuss and to attempt to remedy job-related and other safety concerns. Either party desiring to hold such a meeting shall notify the other, setting forth in a written notice a proposed agenda for such meeting. The parties shall mutually agree upon a date and time for such meeting; provided, however, that it shall be held within ten (10) days of the date the notice is delivered unless the parties mutually agree upon a later date.

- A. Written minutes of all such meetings shall be kept. The Fire Chief shall designate a person to take the minutes, which shall thereafter be delivered to the Fire Chief and shall be kept in his possession. Any Employee may review the minutes upon reasonable request. Copies of the minutes shall be made and sent to the Union and to the Trustees. The Fire Chief, and the President of the Union shall read and sign the original minutes
- C. If the parties agree upon corrective action, the Employer shall have ten (10) calendar days within which to implement corrective action, unless a longer time period is reasonably necessary, in which case the Union shall be so advised, including a statement of the reasons additional time is needed. If the parties do not agree upon whether or not corrective measures are required, or do not agree as to what measures should be implemented, or upon the time frame for implementation, then the Union shall have the right to present the matter in writing directly to the Board of Township Trustees at the next regularly scheduled meeting of the Board.

## ARTICLE 12

### DISCIPLINE

- 12.1 Except in instances where the Employee is question is found to have engaged in serious misconduct, discipline shall be imposed by the Employer in a corrective and progressive manner.
- 12.2 No Employee may be suspended without pay, reduced in rank or pay, or terminated, except for just cause.
- 12.3 The Employer agrees that all discipline shall be carried out in a private and business-like manner (subject to any limitations upon privacy which may be imposed by following the procedures set forth under Section 505.38 of the Revised Code of Ohio, if the affected Employee elects that alternative under Paragraph 12.8 of this Section).
- 12.4 If the disciplinary action being taken by the Employer could have as a possible result the suspension, reduction, or termination of the affected Employee, then the Employer shall give a Notice of Pre-Disciplinary Conference to the Employee. The Notice must state the name of the Employee, the date and approximate time of the alleged misconduct, the nature of the alleged misconduct, and shall set a date, time, and place for the Pre-Disciplinary Conference, which shall be not less than five (5) nor more than ten (10) calendar days after the date of the Notice.
- 12.5 The Notice shall be delivered directly to the Employee unless the Employee is not scheduled to work for at least forty-eight (48) hours after the date of the Notice, in which case the Notice shall be sent to the Employee's home by certified mail. A copy of the Notice shall in all events be sent to the Union.
- 12.6 The Pre-Disciplinary Conference shall be conducted by the Fire Chief, as hearing officer, unless he was a witness to the alleged conduct of the Employee in question, in which case the Conference shall be conducted by the Assistant Chief. If both the Fire Chief and the Assistant Chief are witnesses, then the Conference shall be conducted before a chief of a similar municipal or township fire department selected by the Fire Chief. The Employee shall have the right to be accompanied by a representative or spokesperson of the Employee's choice, and the Union, if not acting as the Employee's representative, shall have the right to have one (1) representative in attendance. The Assistant Fire Chief, the Fire Chief or his designee shall present the charges to the hearing officer, and shall summarize the evidence upon which the charges are based, including the statements of any witnesses. The affected Employee, in person or through the Employee's chosen representative, shall then have an opportunity to explain or rebut the charges. If the Employee requires time to secure the statements of potential witnesses or other documentary evidence, then the hearing officer shall recess the Conference for a maximum time period of seventy-two (72) hours for such purpose. Within seventy-two (72) hours of the conclusion of the hearing, the hearing officer shall do one of the following:

- A. If the Fire Chief or his designee acted as the hearing officer, then he shall issue a written finding to the Employee, with a copy sent to the Union, identifying the charges made and indicating whether or not he finds the charges were substantiated, and if they were substantiated, the discipline which is to be imposed.
- B. If the Fire Chief or his designee did not act as the hearing officer, then the hearing officer shall issue a written finding to the Chief, sending copies to the Employee and the Union, identifying the charges made and stating whether or not the hearing officer finds the charges were substantiated. The Chief shall, within seventy-two (72) hours thereafter, notify the affected Employee in writing of the discipline to be imposed, if any, with a copy sent to the Union.

12.7 Any disciplinary action which includes any suspension from work without pay, reduction in pay, or termination, shall be subject to the grievance procedure in this Agreement, and in such event the Union or affected Employee shall commence such grievance directly at Step 3 within ten (10) calendar days of the date of delivery of, or in the case of certified mail, the date of mailing of the notice of the suspension, reduction, or termination. The filing of a grievance shall not stay or postpone the imposition of the disciplinary action. If the discipline in questions involves an instruction and cautioning, or a reprimand, then the affected Employee shall have the right to present a written explanation or response, which shall be included in the Employee's personnel file for so long as the record of the disciplinary action is maintained.

12.8 For the purposes of imposing progressive discipline in cases other than those involving gross misconduct leading to immediate termination, records of discipline shall be maintained in the affected Employee's permanent personnel records for the following time periods, and shall not be considered thereafter, and shall be removed from his or her records if the affected Employee so requests:

- A. For instruction and cautionings or written reprimands, one (1) year;
- B. For suspensions without pay, eighteen (18) months;
- C. For disciplinary reduction in rank or pay, two (2) years.

12.9 The disciplinary and grievance procedures set forth in this Agreement shall prevail in the case of any conflict with any provision of the Ohio Revised Code dealing with the suspension, reduction, or termination of township fire fighters; provided, however, that an Employee who has been given notice of a suspension, reduction in pay or position, or termination, may elect (within ten days of such notice) to proceed under the provisions of Section 505.38 of the Ohio Revised Code, and related Revised Code sections, instead of the grievance and arbitration procedure set forth in this Agreement.

12.10 This Article shall have no application to non-disciplinary reductions in personnel through the regular layoff procedure.

## ARTICLE 13

### UNIFORMS

13.1 The Employer agrees to provide turn-out gear for each Employee including the following:

- |    |                                |    |                                |
|----|--------------------------------|----|--------------------------------|
| a. | One (1) fire helmet            | b. | One (1) fire coat              |
| c. | One (1) pair of fire boots     | d. | One (1) pair of bunker pants   |
| e. | One (1) pair of fire gloves    | f. | One (1) Nomex hood             |
| g. | One (1) glove strap            | h. | One (1) flashlight             |
| i. | One (1) pair of safety glasses | j. | One (1) folding spanner wrench |

Items (a) through (j), inclusive, shall be NFPA 1500 approved. Additionally, Employer shall provide all current Employees and any new hire who successfully completes his/her probationary period with one (1) EMS response four season jacket with reflective striping and the words FIRE DEPT. in bold reflective print on the back, at a cost determined by current vendor pricing. The Union acknowledges that the purchase of this jacket by Employer is made on a "one time" basis for each Employee, and unless the jacket is rendered unusable while the Employee is working, as contemplated by paragraph 13.5 below, an Employee must utilize his annual uniform allowance to replace the jacket.

13.2 UNIFORMS. The Employer agrees to replace, at no cost to the Employee, items of turn-out gear labeled (a) through (f) above, inclusive, which are damaged or unduly worn through ordinary wear and tear or other on-duty occurrence. This provision shall not extend to items damaged or lost through the Employee's recklessness or deliberate misuse, which shall be billed to the Employee at the Employer's cost of replacement. All items of turn-out gear shall remain the property of Saybrook Township, and shall be returned to the Township upon separation from employment.

13.3. The Employer shall allocate a yearly uniform allowance of \$475.00 per calendar year \$500.00 for the calendar year 2011, \$525.00 for the calendar year 2012, and \$550.00 for the calendar year 2013 for each Employee covered by this Agreement, for maintaining and replacing uniforms. All Employees shall be expected to be properly attired in approved uniform apparel at all times when working regularly scheduled shifts for the Employer. The yearly uniform allowance shall be utilized through the "company store" to be opened by the Township with one vendor being utilized, if possible, to meet all uniform needs in a timely fashion. Employees who are hired after the allocation date shall be entitled to receive a pro-rated portion of the uniform allowance which will be computed upon the basis of comparing the number of months remaining in the calendar year to the twelve month period contemplated by the allowance. Newly hired Employees who have been allocated a uniform allowance as a result of employment as a part-time firefighter with the Employer shall have the previous allocation deducted from any amount due under this section of the contract.

13.4 The Union and Township agree that beginning in calendar year 2002, the purchase of uniforms will be scheduled twice per year during the term of this Agreement, on or about

March 15 and September 15 of each year. Orders for uniforms will be taken during a week-long period scheduled by the Fire Chief prior to the aforementioned dates. All employees will provide their uniform needs to the Fire Chief on a Township approved order form to enable the Township to place the uniform order. The Township will pay the shipping costs for the purchase of uniforms on the contemplated semi annual basis. Nothing in this paragraph is intended to alter or affect the ordering of uniforms for new hires or the replacement of uniform items that are otherwise provided for in this Article.

- 13.5 The Employer agrees to replace any uniform item that is rendered unusable while the Employee is working, at no cost to the Employee. The determination of whether the uniform item will be replaced shall be solely within the discretion of the Fire Chief or Assistant Chief. Items damaged through an Employee's recklessness or deliberate misuse will not be replaced at the Employer's cost.
- 13.6 Each Employee shall, upon request of the Fire Chief or Assistant Chief, present for inspection a complete uniform and turn-out gear, in good and serviceable condition.
- 13.7 Any changes in uniform standards mandated by a change in State or Federal regulations, which have an impact on replacement costs, shall be negotiated with the Union prior to implementation.

## **ARTICLE 14**

### **HOLIDAYS**

- 14.1 **OBSERVED HOLIDAYS.** The following holidays shall be recognized as "observed holidays":

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

- 14.2 **HOLIDAY TIME.** All full-time Employees covered by this Agreement shall be entitled to holiday time according to the following schedule:

A. Twenty-four (24) hour shift Employees shall receive one hundred sixty-eight (168) hours (seven [7] working days), of holiday time for each year of the contract to be used at the Employee's discretion. Holiday time may be used in increments of eight (8), twelve (12),

sixteen (16) or twenty four (24) hour increments. Days taken by the Employees as holiday time must be requested a minimum of seven (7) calendar days in advance, and may not be substituted for another day off once scheduled, except in the case of an emergency. An employee's request will be acted upon by the Fire Chief no later than seventy two (72) hours from the receipt of the request. In the event two employees request the same holiday time, the employee's entitlement to holiday time will be determined by the Fire Chief on a seniority basis. An employee wishing to utilize a day off when another Bargaining Unit Employee has already requested and been granted that day off, may also be scheduled to be off under this article with the following requirements. 1) Said member MUST find a part time employee to cover the requested time off. 2) If a part time member cannot or does not fulfill that request then the Bargaining Unit Employee MUST be available to report to work prior to the beginning of his scheduled shift. 3) When no part time employee is available to fill the time off request, Bargaining Unit Employee may request to the Chief for a full-time employee to fill the request at the applicable rate of pay. The approval or denial of this request shall be at the sole discretion of the Fire Chief or his Representative.

B. Twenty-four (24) hour Employees' holiday shall start at 7:00 a.m. the day of the observed holiday and end at 7:00 a.m. the following day, when the Employee is required to work the observed holiday. Twenty-four (24) hour Employees who are scheduled to work on the observed holidays will be paid one and one half (1 ½) times their regular rate of pay.

14.3 OBSERVED HOLIDAY WORKED. The parties hereby agree that the following provisions will apply to observed holidays:

- A. If an employee is not scheduled to work on one of the aforementioned observed holidays, the employee will receive no pay for the observed holiday.
- B. If an employee is scheduled to work on an observed holiday and is not declaring it as part of the employee's holiday time as contemplated by paragraph 14.2 A. above, the employee will work the observed holiday and be paid one and one half (1 ½) times the employee's regular pay rate.
- C. If an employee elects to take one of the employee's holidays on an observed holiday for which the employee is scheduled, and the Fire Chief cannot find a replacement, in such an event, the employee who is required to work the observed holiday will be paid double time (2.0) for the time worked on the observed holiday. In such case, the time worked will not count as one of the employee's seven (7) holidays.
- D. If an employee is scheduled to work an observed holiday and requests that the observed holiday be one of the employee's seven (7) holidays, the employee will receive double time (2.0) for working the observed holiday. In such event, the time worked for the observed holiday will count as one of the employee's seven (7) holidays.
- E. Employees who are contacted and accept additional duty on an observed holiday shall be compensated for their work on such observed holidays at the rate of two

(2.0) times their regular rate of pay. For purposes of this section, voluntary contact shall be defined as telephone, personal, pager, cell phone, etc.

- F. Employees who are held over on a call that runs into an observed holiday shall be compensated for their work on such observed holiday at the rate of double time (2.0) for the time worked, and the time worked will not count as one of the employees seven (7) holidays.

## **ARTICLE 15**

### **SICK LEAVE**

- 15.1 SICK LEAVE/CHARGED HOURS. Each Employee shall be charged for the actual number of hours he or she is off, which will be subtracted from the Employee's accumulated sick leave time. Employees will be informed of their accumulated sick leave on a periodic basis. When an Employee has used all accumulated sick leave, all benefits will cease, but medical and life insurance will continue to the end of the month.
- 15.2 NON-DUTY BENEFITS. Any Employee incurring a non-duty sickness or disability shall receive sick leave with full pay. Sick leave will be used for the following purposes:
  - A. Personal illness or non-duty disability resulting from illness or injury;
  - B. Illness in the immediate family, with the Fire Chief's approval.
  - C. Should death in the immediate family occur while the Employee is on duty, the Employee, upon request to the Fire Chief or person in charge, will be granted the remainder of his or her shift off, with pay, as soon as a replacement can be obtained. These hours shall not be credited against the 24 hours provided in Section 17.1.
- 15.3 ON-DUTY DISABILITY. On-duty disability, resulting from illness or injury, shall not be charged to the accumulated sick leave of the Employee.
- 15.4 HOURS EARNED. All Employees covered by this Agreement shall earn sick leave at the rate of twelve and one-half (12.5) hours for each month of service.
- 15.5 ACCUMULATION. Twenty-four (24) hour Employees shall be entitled to accumulate sick leave up to a maximum of Two Thousand Twenty Eight (2,028) for the term of the contract.
- 15.6 GENERAL SICK LEAVE POLICY
  - A. In the event that an Employee is off more than seven (7) continuous calendar days due to an illness or injury, a doctor's report will be required to be given to the Fire Chief stating the Employee is ready to return to work. Management reserves the

right to have the Employee be examined by the Employer's physician to determine the employees fitness to return to regular duty.

- B. If an Employee is off more than fifteen (15) continuous calendar days, it will be necessary for the Employee to provide periodic status reports from the Employee's physician to the Fire Chief. If an Employee is off more than 30 continuous calendar days, Management reserves the right to have the Employee be examined by the Employer's physician to determine the employees fitness to return to regular duty.
- C. While off sick and injured and still receiving a pay check, the Employee will continue to accumulate sick leave at his or her rate per month.
- D. During sick leave, if an Employee's schedule requires him or her to work an observed holiday, that holiday will be charged as holiday time and not as sick leave time.
- E. If it is determined that an Employee on sick leave works for compensation elsewhere, this will be considered sufficient grounds for termination. Falsification of a Request for Sick Leave, or failure to supply a medical report or refusal to have a medical review performed by the Employer's physician, shall be grounds for discipline.
- F. An Employee shall be required to fill out the necessary time slips in order to be compensated for time off.
- G. Employees that are off on sick time will not be called for fill in for any available shift prior to their return to work on their next regularly scheduled shift or until they report their availability to their responsible chain of command. Their position on the call list will remain the same as unable to contact.

- 15.7 SICK LEAVE UNUSED. Employees shall be compensated in cash at their regular rate of pay for thirty percent (30%) of unused, accumulated sick leave upon death or retirement from employment with the Saybrook Township Fire Department up to a maximum of Five Hundred (500) hours. Such payment is to be made to the Employee or Employee's beneficiary at a mutually agreed-upon time between the Clerk and the Employee's representative, but no sooner than 30 days nor longer than 90 days from the date of the Employee's death or the Employee's official date of retirement.

## **ARTICLE 16**

### **EDUCATIONAL LEAVE**

- 16.1 If approved by the Fire Chief and Board of Trustees, on-duty employees shall be granted leave with pay for educational purposes to improve, maintain, or upgrade the Employee's certifications, skills, and professional ability.

- 16.2 If approved by the Fire Chief and Board of Trustees, an Employee will be granted compensatory time off or compensation in accordance with the provision of the Fair Labor Standards Act for off-duty hours spent for training to meet, maintain or exceed present Employer's required levels of certification or to meet and maintain any local, state, or federally mandated certification levels.

## **ARTICLE 17**

### **BEREAVEMENT LEAVE**

- 17.1 Any Employee covered by this Agreement shall be entitled to paid leave from work for a maximum of twenty-four (24) work hours to arrange for or attend the funeral of an "extended family" member as defined in this Agreement.
- 17.2 With the prior approval of the Fire Chief additional paid bereavement leave may be granted.
- 17.3 For the purpose of this section, an Employee's "extended family" includes the following persons: spouse, parent, grandparent, spouse's grandparent, children, step-children, grandchildren step-grandchildren, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, and dependents or other household members regularly residing with Employee.
- 17.4 An Employee may request a leave of absence for the death of a person outside the Employee's extended family. With prior approval from the Fire Chief, such leave may be granted, and the Employee may use sick, holiday, or vacation time for such purpose. In the event an Employee has no accrued time off, the leave will be unpaid time off.

## **ARTICLE 18**

### **INSURANCE COVERAGE**

- 18.1 Employer agrees that from the effective date of this Agreement through midnight December 31, 2016 Employer will provide hospitalization/medical coverage as is defined in the schedule of benefits currently being provided to employees under the Employer's policy with Medical Mutual of Ohio Insurance Company as part of the group coverage provided to the Ohio Township Association (Group No. 807662-581). Effective as of February 1, 2014, Employer will provide such coverage under the MMO PPACA Bronze 5000 Plan. A copy of the Schedule of Benefits for the MMO PPACA Bronze 5000 Plan is attached to the collective bargaining agreement as Attachment 1 and same is incorporated by reference as if fully rewritten herein. The Employer has the exclusive right to select the vendors to provide the scheduled benefits to employees and to change vendors at will. The Employer will assure that a comparable schedule of benefits that are enumerated in the policy's schedule effective February 1, 2014 will be provided by any new vendor.

18.2 All employees and their family members who are insured under the hospitalization and prescription coverages of the MMO PPACA Bronze 5000 Plan shall be eligible to be reimbursed for their network deductible and co-insurance medical expenses, as is hereinafter provided, under the Employer's Health Reimbursement Arrangement (the "HRA"). The HRA will include the following benefits:

- a) The HRA will run on a calendar year basis for the term of this Agreement.
- b) For each calendar year, eligible employees and their insured family members shall be entitled to reimbursement for their network deductible and co-insurance medical expenses incurred during the calendar year, in accordance with the provisions of the MMO PPACA Bronze 5000 Plan. Employees taking single coverage shall be entitled to a \$5,000.00 Base HRA which shall be fully funded by the Employer. Additionally, employees taking single coverage shall be eligible for reimbursement in the amount of up to \$1,350.00 for the Wellness HRA. The exact amount of the employee's reimbursement under the Wellness HRA shall be determined by the employee's successful completion of the components of the Wellness Program as established under the Public Employee Benefits Association, PEBA Wellness Plan. Employees taking family coverage shall be entitled to a \$10,000.00 Base HRA which shall be fully funded by the Employer. Additionally, employees taking family coverage shall be eligible for reimbursement in the amount of up to \$2,700.00 for the Wellness HRA. The exact amount of the employee's reimbursement under the Wellness HRA shall be determined by the employee's successful completion of the components of the Wellness Program as established under the Public Employee Benefits Association, PEBA Wellness Plan.
- c) The Employer will pay an administrative fee of \$5.00 per employee per month for the debit card administrative fee and \$5.00 per employee per month for the Wellness Program administrative fee.
- d) An eligible employee may be required to present documentation of his/her network deductible and co-insurance expenses incurred by the employee or their eligible family member. All employees eligible to receive reimbursements under the HRA agree to comply with all reasonable rules and regulations established by the insurer for the administration of the HRA.

18.3 The Employer agrees to pay the premiums for single vision coverage, as identified on page 3 of Attachment 1. Employees who desire family vision coverage will be required to pay the difference between the single and family coverage premiums. The Union and Employer hereby acknowledge that the terms and provisions of the HRA do not apply to the vision coverage program, and that Employees shall not receive reimbursement for their co-payments made for vision insurance benefits.

18.4 The Union and Employer agree to continue to participate in an insurance committee, which will consult with an insurance expert and/or consultant, to review the insurance

needs for the employees and the other Township Trustees who are afforded hospitalization/medical coverage insurance.

- 18.5 Each Employee shall be entitled to receive group life insurance coverage in the amount of Fifteen Thousand Dollars (\$15,000.00) with the entire cost of the premiums to be paid by the Employer. The Employer shall have the exclusive right to select the vendors to provide the amount of life insurance coverage afforded herein.
- 18.6 The Employer agrees to inform the Union, in writing, of any change in insurance carrier at least thirty (30) days prior to the effective date for the change of insurance carriers.
- 18.7 As further consideration for the receipt of the wage increases to be paid to bargaining unit members, the Union agrees to reopen negotiations for health insurance coverage in the event that the Expected Plan Cost for the MMO PPACA Bronze 5000 Plan for plan years 2015 or 2016 exceed the actual cost for providing health insurance coverage to members of the bargaining unit for the prior plan year.

## **ARTICLE 19**

### **WORK HOURS**

- 19.1 **TWENTY-FOUR HOUR PERSONNEL.** Twenty-four (24) hour fire suppression/EMS personnel shall work a three (3) platoon, twenty-four (24) hour shift.
- 19.2 **WORKING HOURS - TWENTY-FOUR HOUR PERSONNEL.** The twenty-four (24) hour shift shall commence at 0700 hours and continue through 0700 hours the following day.
- 19.3 **AVERAGE WORK WEEK - TWENTY-FOUR HOUR PERSONNEL.** Twenty-four (24) hour fire suppression/EMS personnel shall work an average work week of fifty and seven-tenths (50.7) hours.
- 19.4 **KELLY DAY –** Twenty-Four (24) hour fire suppression/EMS personnel shall be required to take one (1) “Kelly Day” off every month. Kelly days must be scheduled by the fifteenth day of each month. Kelly Days may only be taken in twenty-four hour installments, (i.e. no fraction of a twenty-four (24) hour shift.)
- 19.5 **WORK HOUR CHANGES.** The Union will be notified and a discussion between the Employees and the Fire Chief will be held to discuss proposed changes deemed necessary by management in work hours. A two (2) week notice will be given prior to any changes.
- 19.6 The parties agree that Bargaining Unit Members shall be stationed at Fire Station #1 during their regularly scheduled shifts.

**ARTICLE 20**

**WAGES**

20.1 HOURLY BASE WAGE SCALE. The following pay rates will be applied to the first full pay period for each of the following calendar years:

Classification/Year of Service	2014 Pay Rate	2015 Pay Rate	2016 Pay Rate
EMT-B			
1	\$17.34	\$17.68	\$18.04
5	19.56	19.96	20.34
10	19.96	20.34	20.74
15	20.24	20.64	21.06
20	20.54	20.96	21.36
EMT-P			
1	\$17.60	\$17.96	\$18.30
5	20.10	20.50	20.92
10	20.50	20.90	21.32
15	20.76	21.18	21.58
20	21.06	21.48	21.90

20.2 EXTRA DUTY PAY. Qualified Employees shall receive the following extra duty pay:

- A. Employer has agreed to appoint three (3) Captains from the bargaining unit for the purpose of having a full-time Employee as Captain on each shift.
- B. Employees who are currently in the position of Captain shall be paid an additional \$1.50 per hour (the "Captain's Pay"). The Captain's Pay shall be added to the applicable hourly base wage listed in Section 20.1 to establish the Captain's Hourly Rate.
- C. Employer agrees to pay an additional thirty cents (\$.30) per hour to the senior full-time duty person from the bargaining unit for all hours worked on shifts where there is a) no Captain scheduled or b) no Captain is filling in on the shift.

20.3 HOURLY RATE PAY PERIODS. The full-time regular Employees covered by this Agreement shall receive their regular compensation each bi-weekly period calculated on an annualized basis computed on the Employee's hourly rate; one (1) year shall equal twenty-six (26) bi-weekly pay periods.

20.4 OVERTIME. Overtime shall be defined as hours worked in excess of regularly scheduled work hours, which are required to be compensated at a premium rate by reason of the federal Fair Labor Standards Act as it applies to fire/emergency personnel

employed by a governmental agency or entity. Overtime shall be compensated on the basis of quarter-hours (15 minute intervals) or parts thereof actually worked over; except that Employees who are recalled to work after clocking out for their shift shall receive a minimum of one (1) hours' pay if required to work less than one (1) full hour. Unless otherwise provided in this Agreement, Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate of pay (the "base rate") set forth in this Article at Section 20.1 or the Captain's Hourly Rate (when applicable) established by Section 20.2 B., for the following:

- A. Any time worked over after the end of a regularly scheduled shift, provided that such time worked over was requested and approved by the Fire Chief, Assistant Chief, or person in charge of the shift.
- B. Any time worked when an Employee is requested directly or by means of a call-out to report to work during off-duty hours (recalled to duty).
- C. However, early or late clock punching by Employees, who are not required to do so, shall not result in entitlement for overtime.

20.5 FILL-IN HOURS. All regular full-time Employees shall be eligible to be voluntarily placed on the fill-in list to stand in rotation to work, up to a maximum of three hundred ninety-six (396) hours per calendar year.

- A. Any Employee who does not want to be placed on the fill-in list shall sign the proper form so stating each quarter.
- B. Employees working fill-in hours shall be compensated at one and one-half (1.5) times their base rate when applicable.

20.6 SHIFT EXCHANGING. Employees shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department, the Fire Chief approves said shift exchange, and the exchange of shift does not result in overtime or premium pay.

20.7 HOURLY RATE REDUCTION. It is agreed that there will be no reduction in an Employee's hourly rate should the Employee be temporarily transferred from his or her regular work schedule to a lesser-hour work week by the Fire Chief for the betterment of the Fire Department. Temporary transfers shall be defined as a period no longer than two (2) weeks with a minimum of one (1) month between temporary transfers.

20.8 ACTING CHIEF. No Employee covered by this Agreement shall be called upon to serve as acting chief of the Fire Department.

## ARTICLE 21

### VACATION

21.1 All Employees covered by this Agreement shall be entitled to the following vacation time, with pay:

CONTINUOUS YEARS OF COMPLETED SERVICE	VACATION TIME 24-HOUR EMPLOYEES
1 - 4 years	2 weeks (120 hours)
5 - 10 years	3 weeks (168 hours)
11 - 19 years	4 weeks (216 hours)
20 - 27 years	5 weeks (288 hours)
28 years and over	6 weeks (360 hours)

21.2 After the first vacation taken by an Employee, the Employee's anniversary date for the purpose of scheduling vacations shall be January 1<sup>st</sup> of each succeeding year.

#### 21.3 UNUSED VACATION TIME

1.1 If an Employee is separated from service in good standing (resignation, retirement, or layoff), the Employee shall be entitled to be paid for any unused vacation time.

1.2 On the death of an Employee with accrued but unused vacation time, the amount of such vacation time shall be paid to the Employee's estate.

#### 21.4 SCHEDULING

A. Vacations will be scheduled by Employees on a seniority basis and in accordance with the following procedures:

1. During the first week of January the most senior Employee will be given the vacation calendar by the Fire Chief. Within seven (7) calendar days from the receipt of the calendar, the Employee will select his/her vacation days, not to exceed two (2) weeks (120 hours), designate the Employee's desired vacation days on the vacation calendar, and return the calendar to the Fire Chief.

2. To complete Round One, the same procedure will be followed on a seniority basis with each employee having seven (7) calendar days to select up to two (2) weeks (120 hours) of vacation time. After Round One has been completed, the procedure will be repeated. The most senior employee will schedule the remainder of his/her vacation, and so on, until the scheduling has been completed.

3. The failure of an employee to return the vacation calendar to the Fire Chief within seven (7) calendar days, absent good cause shown during the allotted time

period, will result in the employee's loss of turn, and the Fire Chief will proceed to offer the vacation calendar to the next senior employee. An employee who loses a turn will go to the bottom of the list for the round.

4. Within ten (10) calendar days after receiving the vacation calendar with all of the employees' vacation selections, the Fire Chief will review the calendar to determine if the vacation scheduling is acceptable and in accordance with the terms of this Agreement. If determined to be so, the Fire Chief will publish the approved vacation schedule within the aforementioned time frame.

- B. No more than one (1) Employee may be on vacation for any calendar day without the Fire Chief.
- C. Only under special circumstances and with the Fire Chief's approval will an Employee be granted one day or one shift of vacation.
- D. Employees that are off on vacation or a Holiday will be called for fill in duty unless the employee notifies the Fire Chief in writing that they are not available to work.

## **ARTICLE 22**

### **SAVINGS CLAUSE**

- 22.1 It is hereby agreed that if any portion of this Agreement, or the application of any provisions of this Agreement, shall be declared invalid by any court, or by reason of existing or subsequent legislation, the remaining part or parts thereof shall remain in force.

## **ARTICLE 23**

### **PERSONNEL FILES**

- 23.1 It is recognized that the Employer may establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property belonging to the Employer or the Employees. All Employees shall be granted access to their own individual personnel files for review of documents contained therein. Employees shall have access to their own individual personnel files in the following manner:
- A. Requests for review must be made in writing to, and receive approval from, the Fire Chief.
  - B. All reviews shall be conducted on the premises of the Employer, with the Fire Chief in attendance.
  - C. All reviews shall be conducted during the Employer's regular business hours.

- D. All Employee reviews should be conducted in a manner to avoid disruption of the Employer's operations.
  - E. An Employee may provide written authorization for an individual other than the Employee to review said Employee's file in accordance with this Article.
  - F. Request for copies of material in the personnel files shall be made in accordance with the Employer's practices for copying documents.
- 23.2 Employee personnel files shall include, but need not be limited to, individual employment data, payroll information, records of additions or deductions, forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.
- 23.3 To the extent permitted by law, personnel files and information shall be confidential, and may not be used or divulged for purposes not connected with the Saybrook Township Fire Department, except with the written consent of the Employee affected.
- 23.4 If an Employee has reason to believe there are inaccuracies in documents contained in his or her personnel file, the Employee may write a memorandum explaining his or her position and have said memorandum attached to the documents in question.
- 23.5 Nothing in this Article shall prevent the dissemination of nonpersonal statistical information.

## **ARTICLE 24**

### **FAMILY MEDICAL LEAVE**

- 24.1 The Employer and union agree to be bound by the terms and conditions of the Family Medical Leave Act (FMLA). The Employer agrees to afford all benefits of the FMLA to all bargaining unit members who have successfully completed their probationary period and who work a regular work schedule having a minimum of 34.75 hours per week.
- 24.2 The Employee must first exhaust all earned sick leave. The Employee may also use any earned vacation or personal days. The use of sick leave, vacation, or personal days will not extend the total amount of leave, i.e., up to twelve (12) weeks available to the Employee under FMLA. Except where the Employee is using available sick leave, an Employee who opts to utilize a leave of absence under this section will be on unpaid leave status for the duration of the leave of absence. The Employee will continue to receive hospitalization and life insurance coverage during the leave of absence in the same manner as are being provided to the Employee at the time of the commencement of the leave of absence.

## **ARTICLE 25**

### **DRUG TESTING**

- 25.1 The Employer, Union and Employees recognize that the illegal usage of controlled substances and alcohol is a threat to the public and the Employees of Saybrook Township. Therefore, all Employees agree to comply with and abide by all of the terms and conditions of the township's Drug and Alcohol Testing Policy and the procedures set forth therein. The Union and the Employees hereby acknowledge that the willful failure of an Employee to comply with and abide by the terms of the policy shall subject such Employee to discipline, including but not limited to, termination of the Employee's employment. Any discipline against the Employee for violation of the Drug and Alcohol Testing Policy will be undertaken in accordance with procedural due process and all other terms of this Agreement.

## **ARTICLES 26**

### **NEGOTIATIONS PROCEDURE**

- 26.1 All negotiations shall be conducted by the members of each party's negotiating team only, which shall consist of a maximum of three (3) persons. Each negotiating team shall designate a spokesperson to present the position of each party during negotiations. The members of each negotiating team shall remain the same throughout negotiations. The Union reserve the right to have present, for the purpose of advising them during negotiations, such outside assistance as it deems necessary.
- 26.2 All negotiating sessions shall be held in private, with only the members of the negotiating team for the Employer and for the Union present.
- 26.3 No comment nor discussion shall be had by either the Employer or its representatives, nor the Union, its members, or its representatives, with any person or entity concerning the specific matters being negotiated or the contents of any offers or counteroffers, specifically including members of the press or other news media. If asked, the parties and their representatives shall only confirm that negotiations are taking place, but shall withhold any further public comment.
- 26.4 Meetings shall be held at the Saybrook Township Offices, 7247 Center Road, Ashtabula, Ohio, or any other mutually agreeable place, on such dates and at such hours as shall be mutually agreeable to the parties.
- 26.5 At the initial negotiations meeting, the parties shall exchange lists of all issues to be discussed. The parties shall identify which issues will be discussed at each session. The parties shall focus discussion on specific issues attempting to bring closure to each issue as it is discussed.

- 26.6 All tentative agreements shall be reduced in writing, and reviewed and signed by the spokesperson for each party's negotiating team. The Employer shall be responsible for reducing tentative agreements to writing.
- 26.7 The parties shall discuss and attempt to resolve non-economic issues first. Only after tentative agreement has been reached, or the parties are at an impasse over the non-economic issues, shall the parties discuss economic issues.
- 26.8 All tentative agreements shall be subject to ratification by the Union members and by the Township Trustees.
- 26.9 These procedures may be suspended or amended at any time by the agreement of the parties.
- 26.10 When a tentative agreement is reached between both teams on all articles, the Union shall present the tentative agreement and recommend its ratification by the membership, and the Employer's team shall present the tentative agreement and recommend its approval by the Employer.
- 26.11 The parties agree to discuss all issues in good faith in an effort to, if possible, resolve them within sixty (60) days of the onset of the first negotiation session. When both parties determine that an impasse has been reached on an issue or issues, either party may request alternative dispute settlement procedures as outlined in Section 4117.14 ORC. Upon mutual agreements, negotiation timelines put forth by SERB may be extended, in writing, for a period of thirty (30) days at a time.

## **ARTICLE 27**

### **TERM OF AGREEMENT**

- 27.1 This Agreement shall be effective as of January 1, 2014, and shall continue in full force and effect until Midnight on December 31, 2016.

*SIGNATURE PAGE TO FOLLOW*

**SIGNATURES**

This Agreement, upon mutual signing, shall remain unchanged and unaltered in any respect whatsoever by either the Employer, the Union, or any agents, employees, or members of either, during the term hereof. Any additions, deletions, or amendments shall be made only after a meeting between the Union and the Employer, and must be mutually agreed upon.

This Agreement shall be automatically renewed from year to year after its expiration unless either party notifies the other of its desire to modify the Agreement, by written notice delivered to the other of its desire to modify the Agreement, by written notice delivered to the other not more than one hundred twenty (120) days nor less than ninety (90) days prior to the expiration of the term of the Agreement.

In the event that such notice or notices are given, negotiations shall commence not later than sixty (60) days prior to the expiration of the term of the Agreement.

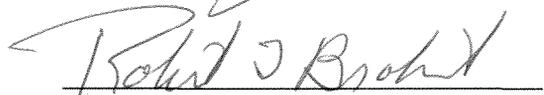
Entered into and executed this 7<sup>th</sup> day of February, 2014.

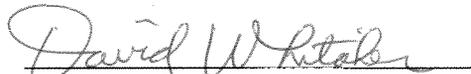
**FOR THE EMPLOYER:**

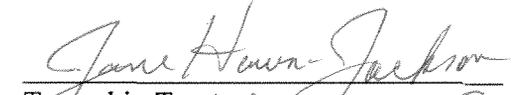
**FOR THE UNION:**

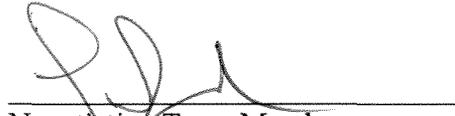
  
Township Trustee

  
President

  
Township Trustee

  
Secretary-Treasurer

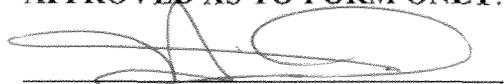
  
Township Trustee

  
Negotiating Team Member

  
Chief Negotiator



**APPROVED AS TO FORM ONLY:**

  
Nicholas A. Iarocci  
Ashtabula County Prosecutor