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**Pleasant Township
Fairfield County, Ohio**

“Agreement”



**Pleasant Township
Fire Department
And
I.A.F.F. Local 4673**

JANUARY 1, 2015 – DECEMBER 31, 2017

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ARTICLE 1 AGREEMENT

Section1.1 This Agreement is made and entered into by and between Pleasant Township, Fairfield County, Ohio (hereinafter referred to as the Township), and the International Association of Fire Fighters, Local 4673, (hereinafter referred to as the Union).

ARTICLE 2 PURPOSE

Section2.1 This Agreement is made for the purpose of promoting cooperation, along with orderly, constructive and harmonious relations between the Township, its employees, and the Union to establish wages, hours, terms and conditions of employment.

ARTICLE 3 LEGAL REFERENCES

Section3.1 It is the intent of the Township and Township employees to follow the laws regarding employment and employment requirements, including those in the Ohio Revised Code and the Ohio Administrative code, 4123: 1-21-02 (firefighting section).

Section3.2 Should any part of this Agreement be held invalid by operations of law or by final Order issued by a court of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such court pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by final upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 4 SANCTITY OF AGREEMENT

Section4.1 Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereof to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 5 RECOGNITION

Section5.1 The Township recognizes the Union as the sole and exclusive bargaining agent for the purpose of collectively bargaining wages, hours, and other terms and conditions of employment and maintaining this Agreement for all bargaining unit members.

Section5.2 The bargaining unit shall consist of all full-time firefighters, paramedics and officers employed by Pleasant Township Fire Department, Fairfield County, Ohio below the rank of Assistant Chief.

Section5.3 Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, part-time, temporary, casual, seasonal, and employees who do not meet the definition of a public employee under ORC 4117 shall be excluded from the bargaining unit.

ARTICLE 6 NON-DISCRIMINATION

Section6.1 Neither the employer nor the union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, physical handicap, political affiliation, physical disability or national origin.

Section6.2 The Township agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint, or coercion by the Township or any other representative of the Township against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union as authorized by this Agreement.

Section6.3 The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee or non-bargaining unit employee who exercises the right to abstain from membership in the Union or involvement in Union activities.

Section6.4 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DUES DEDUCTION

Section7.1 The Township agrees to deduct Union membership dues and fees in accordance with this article for all employees eligible for the bargaining unit upon completion of his/her first thirty (30) days of employment.

Section7.2 Pursuant to Ohio Revised Code Section 4117.09(B), the Township agrees to deduct regular Union membership dues each pay period from the pay of an employee in the bargaining unit eligible for membership upon receiving written authorization signed

individually and voluntarily by the employee. The signed payroll deductions form (See attachment A) must be presented to the township by the employee.

Section 7.3 The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues or fees. The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings arising from deductions made by the Township 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.

Section 7.4 The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

Section 7.5 The parties agree that neither the employees nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7.6 The rate at which dues are to be deducted shall be certified and sent to the Township Fiscal Officer by the treasurer of the Union during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in an individual's dues deductions. The Fiscal Officer shall forward dues deducted to the Union Treasurer monthly and notify the Union of any revocation of dues by an employee.

Section 7.7 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Township for the duration of this Agreement.

ARTICLE 8 FAIR SHARE

Section 8.1 Any bargaining unit member who is not a member of the Union shall, upon the effective date of this Agreement or thirty (30) days following the beginning of his/her employment with the Township, whichever date is later, pay a monthly fair share fee to the Union. The amount of the monthly fair share fee shall be established by the Union, but in no event shall it exceed the monthly dues and assessments paid by a Union member to the Union.

Section 8.2 The fair share fee shall be deducted once each pay period and remitted monthly to the Union by the Township Fiscal Officer.

Section 8.3 The Union shall establish an internal procedure for calculating the fair share fee, providing for objections and hearing thereon, preventing the use of the fair share fee for impermissible purposes while the objection is pending, and rebating the fair share fee or portions thereof if found to be improperly deducted, in accordance with the requirements of Ohio Revised Code §4117.09 and Federal Law.

Section 8.4 Within ninety (90) days of the execution of this Agreement by both parties, the Union shall submit evidence to Pleasant Township Fire Department that it has established an internal procedure in accordance with the provisions of this Article.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 The Union recognizes the right and authority of the Township to administer the business of Pleasant Township Fire Department, and the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations, policies and procedures and to otherwise exercise the prerogative of management, which more particularly include, but are not limited to, the following unless otherwise modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure. Any change and reason for said change will be presented to the Union in writing within thirty (30) days prior to taking effect;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget; and
- J. To maintain and improve the efficiency and effectiveness of the employer's operation.

ARTICLE 10 CORRECTIVE ACTION

Section 10.1 No non-probationary employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause.

Section 10.2 The Township agrees to follow the principles of progressive disciplinary action. For example, for minor offenses oral and/or written reprimand(s) or suspension(s) or

discharge. For intermediate offenses written reprimand(s) or suspension(s) will precede discharge. For offenses of a serious nature the Township may take disciplinary action up to and including discharge for the first offense. An accumulation of offenses may warrant more severe disciplinary action than a first offense.

Section10.3 The Township agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the action taken by the Township may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section10.4 In the event of no intervening disciplinary action against the affected bargaining unit employee, the following shall apply:

VERBAL REPRIMANDS (which the Township may record) will cease to have force and effect after one (1) year.

WRITTEN REPRIMANDS will cease to have force and effect after two (2) years.

RECORDS OF SUSPENSION will cease to have force and effect after three (3) years.

Section10.5 Whenever an employee reasonably believes that a meeting or conference with an officer may result in disciplinary action, the employee shall have the right, to request the presence of a union officer or steward of his/her choice.

Section10.6 COPIES OF RECORDS OF DISCIPLINARY ACTION:

A copy of any record of disciplinary action which has been placed in the member's personnel file shall be provided to the member at the time of its placement. Unfounded complaints and anonymous charges shall never be placed in the member's personnel file.

Section10.7 Any record that has passed its effective date per Section 10.4 shall be removed and given to the employee upon their written request.

ARTICLE 11 WORK RULES

Section11.1 The Township agrees to apply work rules uniformly and consistently taking into consideration the surrounding and compelling or emergency circumstances. Any employee who believes the Township has not applied a work rule to him in such a manner may file a grievance. Work rules shall not violate this Agreement. The Township agrees that new work rules shall be reduced to writing and provided to bargaining unit members in advance of their enforcement.

Section11.2 The Township agrees to form a committee to review Fire Department rules and regulations; policies and procedures and systems manual prior to making any changes; the purpose of this committee shall be to make recommendations to the Board. The committee shall consist of not more than six (6) members who shall be equally apportioned between the Township and the Union. It is, however, understood that the Township has sole and exclusive authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the employees and recommendations made by the committee shall be deemed advisory only and not-binding upon the Township.

ARTICLE 12 REVIEW OF PERSONNEL FILE

Section12.1 Every member shall be allowed the right of review of his or her personnel file, and be entitled to the rights and protections of Ohio Revised Code Section 1347.01 and sequence (dealing with confidentiality of personnel files, release of information in personnel files, and rights of review of personnel files).

Section12.2 Should any member have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. Material will be removed from the file pursuant to the O.R.C. when a member's claim that it is inaccurate or unfair is sustained by the Township or through the grievance procedure. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the materials objected to by the member.

Section12.3 The employee will be notified of copies of reports of any nature placed in his/her file. Upon leaving the Department for any reason, the employee, upon his/her request, shall be given copies of material in his/her personnel file.

Section12.4 Employee medical records will be kept in a separate confidential file not for public view.

ARTICLE 13 GRIEVANCE PROCEDURE

Section13.1 The term "grievance" shall mean an allegation by an aggrieved bargaining unit employee that there has been a violation of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement. An employee may grieve a department regulation that violates this Agreement.

Section13.2 A grievance may be brought by an employee covered by this Agreement. When a group of bargaining unit members desires to file a grievance involving each member of the group in a substantially similar manner, the Union or the Grievance Chairman may select one or more members to process the grievance as the designated representatives of the affected group members. All grievants must sign the grievance form. An employee who is unable to sign the grievance may authorize another employee to sign for him. A bargaining unit member has the right to file grievances and have them adjusted, but not without the presence of the Union Grievance Chairman at the adjustment, to see that the adjustment is consistent with the terms of this Agreement.

Section13.3 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered to have been withdrawn.

Section 13.4 GRIEVANCE PROCEDURES:

It is the mutual desire of the Township and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption to the work schedules. Every responsible effort shall be made by the Township and the Union to affect the resolution of the grievance at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. StepOne:

A member having an individual grievance shall first attempt to resolve it informally with the Chief within ten (10) calendar days of the date of the incident giving rise to the grievance. The Chief shall respond to the individual within five (5) calendar days. At this step there is no requirement that the grievance be submitted, or responded to, in writing; however, a Union representative may accompany the grievant should the latter request his attendance. Any grievance involving dated payroll shall require the 10 days to start on the issue date of the paycheck/paystub.

B. StepTwo:

(1) When a bargaining unit member is not satisfied with the Chief's informal response or lack of response to his/her grievance at Step One of the grievance procedure, the grievant may submit his/her grievance in writing to the Chief within ten (10) calendar days from the receipt of the informal response. This written grievance shall be submitted to the Chief on the grievance form agreed upon by the parties after the grievant has received a response to his informal Step One grievance. The Chief shall date stamp or initial the form on the date of its receipt.

(2) Within five (5) calendar days of his receipt of the written grievance the Chief shall affix his written response to the form, date and sign his response, and submit to the grievant and his Union representative a written response to the grievance.

C. StepThree:

(1) Should the grievant not be satisfied with the response to his grievance at Step Two of the procedure, he/she may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal within five (5) calendar days after receipt of the Step Two response, by delivering a copy of the grievance form containing the written responses from prior steps, and any other pertinent documents, to the Board of Trustees. The grievance form shall be time stamped or initialed on the date of its receipt.

(2) The grievance shall be considered by the Board of Trustees or their designee at the next regular meeting in Executive session or within twenty-one (21) days of receipt by the Board. Within fourteen (14) days after the meeting, the Board of Trustees or designee shall submit to the grievant the written response to the grievance, which response shall be signed and dated.

D. StepFour: ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union or the Township may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3-2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Third (3rd) Step reply.

Upon receipt of a request for arbitration the Township or their designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to an arbitrator or to request a list of seven (7) impartial arbitrators from the Federal Mediation

and Conciliation Service. The parties shall agree on a submission agreement outlining specific issues to be determined by the arbitrator prior to requesting the list.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list was received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the F.M.C.S. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the F.M.C.S. and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the F.M.C.S.

The arbitrator shall hold the arbitration promptly and issue his/her decision within a reasonable time thereafter. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his/her determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline or the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than sixty (60) calendar days prior to the date the grievance was presented to the Employer in Step One of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first (1st) question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Township. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses if any, of the witnesses shall be borne by the party calling the witnesses. The fees of the Court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a Court reporter's recording, or request a copy of the transcript.

Section 13.5 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Chief.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident(s) giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

Section 13.6 A bargaining unit member and grievance representative shall be allowed to pursue a grievance during their regular tour of duty from the hours of 1600 to close of duty. The Employer shall make a reasonable attempt to schedule grievance at Step One and Two, during the grievant's shift hours. The bargaining unit representative or grievant must obtain prior approval from the Chief before conducting meetings with the grievant while the grievant is on duty. Such approval by the Chief shall not be unreasonably withheld where the grievance could not be pursued at any other time. Such activity shall not interfere with the operations of the Township or other employees. The grievant or representative is still subject to work in an emergency in any case.

The meetings between a grievant and bargaining unit representative shall be held at a Pleasant Township facility. Withholding of such approval in violation of this section shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal his/her grievance or have it heard.

Section 13.7 It is the parties' intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the parties' designated representatives may mutually agree at any step to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may at any step where a response is not forthcoming within the specified time limits, consider the grievance denied and move the grievance to the next step within the prescribed time limits. Any step in the grievance procedure may be waived by mutual consent

If an office specified for receipt for a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his grievance or grievance appeal on the next day on which such office is open.

Section 13.8 REPRESENTATIVES:

In each step of the grievance procedure outlined in Section 13.4, certain specific representatives shall be given approval to attend the meeting therein prescribed. It is expected that in the usual grievance these will be the only representatives in attendance at such meetings. However, it is understood by the parties, that in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Each party will ordinarily be entitled to have only one spokesperson from the representatives. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 13.9 CALENDAR DAYS:

For the purpose of counting time, "calendar days" as used in this Article will not include approved leaves or holidays. Also, for purpose of counting time under this procedure, when the last day a grievant or respondent is required to perform an act under the time limits set out in this Article falls on the grievant's or respondent's scheduled day off or vacation leave, the time limit for performing the act shall be extended to the end of the next working day for that person.

**ARTICLE 14
LABOR RELATIONS**

Section 14.1 In the interest of sound labor relations, the Chief and/or his designee(s) shall, unless mutually agreed otherwise, quarterly on a mutually agreeable day and time, meet with not less than two (2) representatives of the Union to discuss those matters addressed in Section 14.2. Additional representatives may attend by mutual agreement.

Section 14.2 At least five (5) working days in advance of such scheduled meeting, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the Labor Relations agenda or release of information concerning the Labor Relations committee's deliberations or recommendations without the advance approval of both the Union President and the Fire Chief, or his representative. 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 effect bargaining unit members of the Union;
- C. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives a chance to share the views of their members on topics of interest to both parties; and
- G. Consider and discuss health and safety matters relating to employees.

Section14.3 If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section14.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Nor is either party required to continue meeting after the third hour.

ARTICLE 15 BALLOT BOXES

Section15.1 The Union shall be permitted, upon prior notification to the Fire Chief, to place ballot boxes at the Firehouse for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents are subject to the Department's review. Responsibility for boxes rests with the Union. Use of the boxes shall not interfere with the operations of the Township.

ARTICLE 16 BARGAINING UNIT MEETINGS

Section16.1 The Union shall be permitted upon prior notification to the Fire Chief, to hold meetings, for the Union members in the Bargaining Units or for all Bargaining Unit Employees, at Departmental Headquarters or other Township buildings, room or facility.

Section16.2 The Township agrees to hold the requested location open for use by the Union on the date and at the time requested.

Section16.3 Bargaining unit employees on duty at the time of the meeting shall be permitted to attend so long as the meeting does not interfere with the operations of the Township, as approved by the Fire Chief.

ARTICLE 17 USE OF INTER-DEPARTMENTAL MAIL

Section17.1 The Union shall be permitted to utilize the inter-departmental mail system for the purpose of providing information pertaining to Union business or Bargaining Unit representation, to Bargaining Unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. All mail by the Union shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to the Township's review. Pleasant Township Fire Department shall not be responsible for such mail. This section speaks specifically to hard, non-digital format mail. E-mail communications are not covered by this section.

The Union agrees that it has no expectation of privacy in the use of any of the Township's electronic mail or other electronic automated communication systems. Any such systems are the property of the Township. The Union agrees that no grievance, unfair labor practice charge or other action shall arise from anything the Township may see or access as a

result of the Union's use of any Township electronic system. The Township agrees that it will not open hard-copy interdepartmental mail sent between Union members and the Union agrees that the Township is not responsible for either electronic or hard-copy mail messages.

ARTICLE 18 PERSONAL MAIL

Section18.1 Mail which is addressed to an individual bargaining unit member shall not be opened by anyone other than the individual to whom it is addressed, unless the individual member provided written or oral authorization to the contrary. Pleasant Township Fire Department shall not be responsible for personal mail. This section speaks specifically to hard, non-digital format mail. E-mail communications are not covered by this section.

ARTICLE 19 BULLETIN BOARDS

Section19.1 The Township agrees to provide space for a bulletin board in agreed upon area of the firehouse for use by the Union. It is agreed that where, in opinion of the Township, bulletin boards are already available, that the Township permit the Union use of said bulletin boards.

Section19.2 All Union notices which appear on the bulletin board shall be signed, posted and removed by the local Union President. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on and/or favorable comments regarding a candidate for a Township Elected Office, or in any employee organization.

ARTICLE 20 PROBATIONARY PERIODS

Section20.1 PROBATIONARY PERIODS:

Upon appointment, each member will be required to successfully complete a one (1) year (i.e. 365 day) probationary period. The probationary period will begin on the first day for which a member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., a probationary member may be terminated at any time during this probationary period at will and without just cause and shall have no grievance rights over such removal.

Section20.2 PROMOTIONAL PROBATIONARY PERIODS:

A newly promoted member shall be required to successfully complete a six (6) month (i.e. 180 day) promotional probationary period in the member's newly appointed position. The probationary period for a newly promoted member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the member subject

to a promotional probationary period may, at the Township's option, be returned to the member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the member shall have no recourse to the grievance procedure, nor may the member appeal such return in a court or any other tribunal.

Section 20.3 MANDATORY EXTENSION OF PROBATIONARY PERIOD:

The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 20.1 of this Article in those cases in which a probationary member has not obtained and/or maintained the minimum qualifications for such member's position. In the event of such mandatory extension, the affected member shall continue as a probationary member for such time or times as directed by the Board of Trustees, without interruption of Step progression. During a mandatory extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

Section 20.4 OPERATIONAL EXTENSION OF PROBATIONARY PERIOD:

The Township through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 20.1 of this Article; provided, however, that, except as otherwise provided in Section 20.3, above, all optional extensions shall only be done upon the written approval of the Union and the affected member. In the event of such optional extension, the affected member shall continue as a probationary member for such time or times as agreed to by the parties, without interruption of Step progression. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no resource to the grievance procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

**ARTICLE 21
LAYOFF AND RECALL AND DEMOTIONS**

Section 21.1 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employee(s) thirty (30) days in advance of the effective date of layoff or job abolishment. A job abolishment under this Article shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's home address of record, or hand delivered to the employee such that notice is received on or before the thirtieth (30th) day prior to the layoff or displacement action. The notice shall contain the following information:

- A. A rationale for layoff or displacement;
- B. The effective date of the layoff or displacement;
- C. A listing detailing the employee's seniority in relation to other members of the Bargaining Unit;
- D. A statement advising the employee of his/her responsibility to maintain a current address with the Department;

E. A statement advising the member of his reinstatement rights consistent with this Article.

Section21.2 In the event any layoff is necessary, part-time employees shall be laid off before any full-time employees, including probationary employees. Layoff among full-time employees shall occur in the order of seniority, with the least senior employee laid off first.

Section21.3 Employees may bump and be bumped in such a manner that employees in higher classification may bump less senior employees in lower classifications until the least senior employees up to the total number of employees to be laid off are laid off. A laid-off or bumped employee who cannot bump another employee will be laid-off.

Section21.4 Employees who are laid-off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, with no loss of seniority provided they are presently qualified to perform the work in the job classification to which they are recalled without further training beyond normal recertification courses. No new employees shall be hired until the recall list is exhausted.

Section21.5 Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section21.6 The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following acknowledgment of intent to return to work to report for duty unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 22 NO STRIKE AND NO LOCKOUT

Section22.1 It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, slowdown, or other interference with the operation of the Township. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, employee meetings, and public denouncement of any violations to bring about immediate resumption of normal work.

Section22.2 Any employee who violates Section 1 of this Article shall be subject to disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the employee violated Section 1 of this Article. Such disciplinary action shall be subject to Article 13 Grievance Procedure.

Section22.3 The Pleasant Township Fire Department shall not lock out any or all of its employees during the term of this Agreement.

**ARTICLE 23
SENIORITY**

Section23.1 Seniority is defined for the purposes of the Pleasant Township Fire Department, as the uninterrupted length of continuous, full-time service with the Pleasant Township Fire Department.

If members are hired on the same day, the member ranked higher by the fire department officers conducting interviews will have the higher seniority ranking. Seniority will be posted and/or distributed to all union personnel by date of hire.

**ARTICLE 24
PREVAILING RIGHTS**

Section24.1 This Agreement governs the wages, hours, and terms and conditions of public employment covered by this Agreement. All rights, privileges, terms and conditions of employment and all other benefits enjoyed by the employees at the time of the execution of this Agreement shall remain in full force and effect, unchanged and unaffected in any manner, during the terms of the Agreement unless changed by mutual written consent.

**ARTICLE 25
AGREEMENT COPIES**

Section25.1 As soon as it is possible following the signing of this Agreement, the Township and the Union shall have made enough hard copies of this Agreement for all Bargaining Unit members and the Township Trustees. Actual cost of printing this Agreement, and any future copying beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally by the parties. The Union shall be responsible for distributing copies to Bargaining Unit members. New Bargaining Unit members who are hired during the life of this Agreement will be provided copies by Pleasant Township Fire Department.

**ARTICLE 26
WAIVER IN CASE OF EMERGENCY**

Section26.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Fairfield County Commissioners, Pleasant Township, the Federal or State Legislature, or the Fire Chief, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- (1) Time limits for Township or Union replies on grievances;
- (2) Selected work rules and/or agreement and practices relating to the assignment of all employees.

Section26.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

ARTICLE 27 SUCCESSORS

Section27.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change of geographically or otherwise in the location of place of business or either party. In the event the Township changes to a "regional" concept, the parties will meet to negotiate the terms of this Contract.

ARTICLE 28 NEGOTIATION MEETINGS

Section28.1 **MEETINGS:**

The representatives of the Township and bargaining unit shall meet at mutually agreeable times for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

Section28.2 **TEAMS:**

The Township and the bargaining unit shall be represented at all meetings by a team of representatives. Up to two (2) individuals on duty shall be allowed to attend the meeting in paid status provided they shall respond to all calls without disruption to bargaining. All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson that shall have the authority to state and clarify proposals, bind the parties in tentative agreements, and agree to the time for the next meeting.

Section28.3 **INFORMATION TO THE PUBLIC:**

No releases or information regarding negotiations shall be made to the news media, except releases jointly agreed upon between the parties. Nothing herein shall be construed as an alternate to the dispute resolution procedure contained in the Ohio Revised Code 4117.

Section28.4 **RATIFICATION:**

All tentative agreements are subject to final ratification by the parties.

ARTICLE 29 CONTRACTING OUT FOR SERVICES

Section29.1 Pleasant Township agrees that, during the term of this Agreement, both parties will agree to discuss/review any potential for the loss of service to a private contractor, for which Pleasant Township Fire Department or its employees currently provide. All attempts possible will be made to retain these services within Pleasant Township.

Section29.2 The Township may, without restriction, enter into contract(s) with other political subdivisions to provide firefighting, emergency medical and paramedic services for the area serviced by Pleasant Township in the form of mutual aid agreements,

ARTICLE 30 TRADING SHIFTS

Section30.1 Employees shall have the right to exchange shifts (trade time) upon approval of the Fire Chief as long as it does not interfere with the operations of the Pleasant Township Fire Department. It is the responsibility of the employees engaging in this privilege to equal out the time owed to one another.

ARTICLE 31 UNIFORM ALLOWANCE

Section31.1 All protective clothing or protective devices required of the employees in the performance of their duties shall be provided and maintained by the Township. This shall include a full set of bunker gear with helmet, boots, hood, gloves, safety glasses and flashlight.

Section31.2 All initial uniforms for new employees shall be provided by Township. This shall include three (3) pants, three (3) duty dress shirts, one (1) belt, one (1) job sweatshirt; one jacket/coat; three (3) T-shirts and one (1) pair of station/duty boots. The Fire Chief shall replace above-mentioned articles of clothing and accessories upon the proof of the need of replacement by the employee. The Pleasant Township Fire Department has the right to change the style, type and design of any and all required uniforms provided the Township bears the cost of such change.

Section31.3 Upon termination, employees shall return to the employer all equipment furnished by the employer in good condition, minus normal wear. Fire uniforms may not be worn off duty. Employees bear the cost of replacing those uniforms damaged through their neglect. Upon retirement, dress uniform, badges and helmet become property of the retiree.

Section31.4 Upon completion of an employee's probationary period, the employee will be provided one (1) full dress uniform. The employee shall bear no cost of the purchase of said dress uniform.

ARTICLE 32 INSURANCE

Section32.1 Group health care insurance, dental care insurance, vision insurance and life insurance, uniformly provided to all other full-time employees of the Township, will be provided to members. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained by the Township. Group coverage for all insurance shall be available to new employees at such time as provided in the applicable insurance policies and/or plan documents maintained by the Township.

Section32.2 The Township retains the right to change insurance carriers, plans, and plan designs or to self-insure for all or any portion of the insurance coverage(s) provided by the Township. The Township will pay 100% of the cost of this insurance unless premiums/costs to the Township for these insurance benefits increase by 10% or more in any year. In that case, the Township may require members to contribute a portion of the premium payment. The members' premium contribution will be the difference between a 10% increase to the Township

and the actual premium increase charged to the Township or less, as the Township shall decide. The Union will be permitted to submit proposals to the Township for comparable coverage and to discuss possible changes in the current insurance program, provided that such proposals and discussion shall be deemed advisory only and not binding upon the Township.

Section32.3 DEATH AND DISABILITY:

The Township shall keep in force, at no cost to the employee, the current amount of Death and Disability Insurance.

Section32.4 COMMUNICABLE DISEASE TESTING:

At no charge to the employee, the Township shall test firefighters who may have been exposed to communicable disease while in the performance of their duties.

Section32.5 PROFESSIONAL LIABILITY:

Pleasant Township Fire Department shall continue to provide Professional Liability Insurance at present levels of coverage, to all members, at no cost to those members. The Township may provide such coverage by purchasing liability insurance, self insuring or a combination thereof.

**ARTICLE 33
HOLIDAY PAY**

Section33.1 All full-time employees who work a 56 hour/week pay cycle shall receive eight (8) hours of holiday pay at their current hourly rate on a designated holiday, whether he/she is on or off duty.

Section33.2 All full-time employees who work a 40 hour/week pay cycle shall not report to duty on the designated holiday. He/she shall be paid eight (8) hours of holiday pay.

Section33.3 Recognized holidays for full-time personnel consist of:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

**ARTICLE 34
LEAP YEAR SHIFT ROTATION / PAY**

Section34.1 Each Leap year the Employer shall schedule each of the three shifts an eight hour cycle to work on the 29th of February to more equally distribute the working of holidays for the Employee. The employee working the eight hour shift shall be paid at a rate of one and one-half (1-1/2) times the regular rate of pay.

**ARTICLE 35
WAGES**

Section35.1 The following pay rates shall be paid beginning on the first day of the pay period that includes the dates specified. The wages for 2015 shall be retroactive to the first day of the first pay period of 2015.

WAGE TABLE

	2015	2016	2017
Starting Pay	\$35,322.56	\$35,322.56	\$35,322.56
Step 1 (12 Months)	\$38,321.92	\$38,758.72	\$39,224.64
Step 2 (24 Months)	\$41,321.28	\$42,194.88	\$43,097.60
Step 3 (36 Months)	\$44,291.52	\$45,631.04	\$46,999.68

FireInspector

All bargaining unit members are required to attain State of Ohio Certification for Fire Inspector as soon as the member can gain entry into a Fire Inspector Certification class.

ShiftCommander and Lieutenants

Employees assigned to the duty of Shift Commander shall receive forty cents (\$.40) per hour differential pay above the Firefighter / Paramedic pay at their respective step. Firefighters promoted to Lieutenant shall receive one dollar (\$1.00) per hour differential pay above the Firefighter/Paramedic pay at their respective step. If two Lieutenants are working the same shift, the Lieutenant who is scheduled is in charge. If there are no Lieutenants working a shift, the Fire Chief or his designee shall assign a bargaining unit member as Shift Commander and he/she shall receive Shift Commander Pay.

Section35.2 The following shall apply to advancement from Step 1 to Step 4 of above:

Starting Pay:	Starts the first day of employment
Step 1:	After completion of twelve (12) months
Step 2:	After completion of twenty-four (24) months
Step 3:	After completion of thirty-six (36) months

Section35.3 All employees shall be paid bi-weekly.

Section35.4 Hourly pay rate shall be computed on the base annual salary (including Fire Inspector Pay rolled into all salaries) divided by 2,912 hours and rounded to the next whole cent, plus all hourly rate differential pay.

Example Hourly Rate Calculation:

$$\frac{\text{AnnualSalary}}{2,912 \text{ hours}} + \text{Shift Commander Pay} = \text{Hourly Rate}$$

Section35.5 The overtime rate for each individual full-time employee shall be computed at one and a half (1.5) times the hourly pay rate.

Example Overtime Rate Calculation:

$$\frac{\text{AnnualSalary}}{2,912 \text{ hours}} \times 1.5 + \text{Shift Commander Pay} = \text{Overtime Rate}$$

**ARTICLE 36
DEFERRED COMPENSATION**

Section36.1 The Township agrees to make payroll deductions for the employees' Deferred Compensation Plan. The employees have the option to choose the plan in which they would like to participate; however, the members must all agree to the same plan.

**ARTICLE 37
HOURS OF WORK**

Section37.1 This article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement. This article shall not be construed as a guarantee of work per week or as a restriction on the employer's right to require overtime.

Section37.2 Work schedules for Bargaining Unit members will be arranged by the employer so the normal scheduled work week averages fifty-six (56) hours per week, or forty (40) hours per week.

- A. Forty (40) hour members. The normal seven (7) day work week shall consist of five (5) eight (8) hour days followed by two (2) days off or four (4) ten (10) hour days followed by three (3) days off. However, both the employee and the employer can mutually agree to any combination of flex-time.
- B. Fifty-six (56) hour members. The regular work day for members working a fifty-six (56) hour work week shall be twenty-four (24) hours (0700hrs - 0700hrs). Each work day will be followed by at least forty-eight (48) consecutive hours off duty, unless mutually agreed upon otherwise. This schedule creates what is known as the three (3) platoon/unit system.

Section37.3 For the purposes of calculating the exact hours work when necessary, The time worked shall be rounded up to the nearest one-quarter (1/4) of the hour, the nearest fifteen (15) minute increment, rounded up.

**ARTICLE 38
OVERTIME**

Section38.1 When an employee is required to work beyond the limits established by the Fair Labor Standards Act, he/she shall be compensated at the rate as calculated on the Wages Article of this current Agreement for all such excess hours worked. The work period shall be twenty-eight (28) days for purpose of calculation.

Section38.2 For the purposes of calculating overtime compensation, such compensation shall be based upon all hours for which an employee works in a given work period. All hours for the purposes of this calculation shall include hours spent in the following approved leaves: sick leave, military leave, funeral leave, jury/witness leave, vacation leave, compensatory leave and all other leaves approved by this Agreement and the Fire Chief.

Section38.3 An employee who voluntarily works overtime on his or her normally scheduled off-duty day, but who fails to work, due to a non-work related injury or illness, on his/her regularly scheduled on-duty day both immediately before and immediately after such overtime day, shall not be entitled to overtime compensation for working on the off-duty day, unless by working on such day (without regard to the hours on paid sick leave), the employee shall have been in active paid status in excess of 212 hours in the particular twenty-eight (28) day work period.

Section38.4 The employer shall maintain a list of bargaining unit employees, and use it to fill overtime positions:

- A. The Shift Commander shall contact the full-time employee at the top of the list provided by the Scheduling Officer and continue down the list until the first available person is found. Once an employee accepts the shift, his/her name is moved to the bottom of the list. The employee whose name is closest to the top of the list from the crew coming off duty shall remain on duty until the arrival of the employee who is to take the shift. The Shift Commander shall document the event in the daily log, contact the Fire Chief during the shift, and submit a "Call off Form" to the Scheduling Officer.
- B. In the event that no employee accepts the open shift, the Shift Commander shall contact the employee at the top of the list and continue to move down until contact is made. The first employee contacted will be required to report for duty within one (1) hour of contact. His/her name shall then be moved to the bottom of the list. The employee whose name is closest to the top of the list from the crew coming off duty shall remain on duty until the arrival of the employee is to take the shift. The Shift Commander shall document the event in the daily log, contact the Fire Chief during the shift, and submit a "Call off Form" to the Scheduling Officer.

Section38.5 MINIMUM MANNING:

Pleasant Township Fire Department shall be staffed with a minimum of two (2) Bargaining Unit members at all times. All Firefighters must have the minimum qualifications as required by the State of Ohio, as well as those set forth by Pleasant Township Fire Department in accepted Rules and Regulations (2008). If the need arises, and the Union President and Fire Chief both agree, minimum manning can drop to one (1) Bargaining Unit member, for the agree amount of time.

Of the Firefighters on duty, two (2) must be Firefighter/Paramedics. It is understood that two (2) members of the minimum staffing must be bargaining unit members.

Section38.6 MINIMUM MANNING FEASIBILITY:

Both parties understand that the minimum manning requirements set forth in this Agreement may, at no fault of either party, become unfeasible for implementation. Due to the nature of this specific manning requirement, both parties agree to discuss the certain provisions of this Article that relate to the minimum amount of full-time personnel on duty at any given time in Labor Relations meetings as specified in Article 14 of this Agreement. In said meetings, if the parties determine that the minimum manning article needs to be amended, then the provisions in Article 4 must be adhered to.

Section38.7 MINIMUM OVERTIME:

Bargaining Unit members called in for overtime purposes shall be entitled to a minimum of two (2) hours. Monthly Departmental training does not apply to this section.

**ARTICLE 39
VACATION**

Section39.1 Each employee shall be entitled to paid vacation leave as follows:

After 1 year of service	144 hours / year = 6 days = 2 weeks
After 8 years of service	216 hours / year = 9 days = 3 weeks
After 15 years of service	288 hours / year = 12 days = 4 weeks
After 21 years of service	360 hours / year = 15 days = 5 weeks

Initial vacation will be credited after successful completion of probation. Thereafter, vacation shall accrue in equal amounts per bi-weekly pay period, rounded to the nearest one-hundredth (.01) of an hour.

Section39.2 Vacation leaves shall be scheduled in advanced as follows:

- A. All requests for vacation must be submitted by January 15th of each calendar year.
- B. Conflicts between requests will be resolved by seniority, except that employees who submit requests for vacation after January 15 cannot use the seniority preference to resolve conflicts with any employee meeting that deadline, regardless of seniority. After January 15, vacations will be scheduled on a first come, first served basis.
- C. An employee will not be denied a vacation day solely because it is a holiday.
- D. The use of vacation shall not be permitted if it causes a bargaining unit member to be forced on a Holiday.

Section39.3 An employee must have completed the necessary years of service, as is currently the practice by the date for which vacation is requested in order to take that time off. It shall be further agreed that vacation leaves shall be canceled only in the event that the Fire Chief or Board of Trustees deems an emergency. The vacation year for employees shall end at the close of business on the last day of the first pay period that ends in January. At the end of each vacation year employees shall be paid for vacation balances in excess of the maximum fixed by this Article upon certification of the Fire Chief and approval of the Board of Trustees.

Section39.4 A member in full-time status who separates from Pleasant Township service through removal, resignation, retirement or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his last day of active service with the Township.

Section39.5 When a member dies in paid status in the Township, any unused vacation leave to his/her credit shall be paid in a lump sum to the estate of the deceased when there is no surviving spouse or written beneficiary.

Section39.6 Vacation leaves may be taken at a minimum of twelve (12) hours.

Section39.7 Only one (1) bargaining unit member will be allowed vacation leave at one time per unit.

Section39.8 All vacation requests shall be submitted no later than forty-eight (48) hours prior to the day requested

Section39.9 Except as otherwise specifically required by Ohio Revised Code; Section 9.44 (such as Section was amended on or about June 24, 1987, as well as future applicable amendments of that Section), employees shall accrue vacation credit based on years of continuous active service with Pleasant Township Fire Department as a full-time Firefighter.

Section39.10 The maximum amount of vacation hours permitted to be carried over from one year to the next is one hundred forty four (144) hours. The approval of this carryover of vacation hours shall be requested by the employee in writing to the Fire Chief and at the discretion of the Board of Trustees.

ARTICLE 40 SICK LEAVE

Section40.1 Employees shall accumulate and use sick leave as follows:

- A. All fifty-six (56) hour employees shall be allowed five and fifty-four hundredths (5.54) hours of sick leave for each completed pay period.
- B. Employees shall accumulate sick leave from their first day of employment and shall continue to do so without limitation on the amount of sick leave they may accrue. An employee who retires and meets the age and length of service requirements of the Police and Fireman's Disability Pension Fund, and who was also in the service of the Township for a period of ten (10) continuous years prior to retirement, may redeem accumulated sick leave hours. Such redemption shall be at the rate of four (4) accumulated sick leave hours exchanged for one (1) hour of pay at the employee's last rate of regular pay prior to such retirement, to a maximum payment of 480 hours. In the event a firefighter dies or is permanently disabled in the line of duty, all unused sick leave shall be paid, regardless of time of service to the Township.
- C. Sick leave for all members shall be charged to each employee on the basis on one (1) hour for each hour of sick leave.
- D. The Fire Chief may request a sick certificate from an employee's physician if two (2) consecutive twenty-four (24) hour shifts or five (5) twenty-four (24) hour shifts are used within a calendar year.

Section40.2 Sick leaves may be used for any of the following purposes:

- A. Illness of, or injury to, any employee that precludes normal performance of the employer's regular job duties.

- B. Illness of, or injury to, any member of the employee's immediate family, if the person's condition requires the employee's presence and attention. It is understood that the employee be granted no more than forty-eight(48) hours in any calendar year for sickness of a family member. The Fire Chief may, however, in special cases where he deems that more than the normal time is needed; recommend in writing to the Board of Trustees that such time be extended. The Trustees may then approve or disapprove such request.
- C. If a member of the immediate family is afflicted with a contagious disease and required the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of the other employees.
- D. Pre-induction medical exam required by the Armed Forces.
- E. Pregnancy and pre-childbirth and other conditions related thereto. An employee is limited to three (3) duty days for fifty-six (56) hour employees for the care of his wife and family during the post-natal period.

Section40.3 If an employee leaves at any time during a regularly scheduled shift to take care of an immediate family member, then the remainder of the employee's shift shall be taken in sick time. For the purpose of counting calendar days for fifty-six (56) hour employees the counting of days will begin on the day following the shift in which the employee leaves early.

Section40.4 For purpose of the Township's sick leave policy, "immediate family" means employee's current spouse, parents and children by blood or adoption, or for whom the employee is a legal guardian or foster parent.

Section40.5 An employee who becomes ill or injured while off duty and is unable to report to work for shall contact the officer on duty at least sixty (60) minutes prior to roll call or his normal reporting time, whichever applies. Employees, who fail to call off duty at least sixty (60) minutes prior to roll call, or their normal reporting time, may be charged with tardiness, depending on the surrounding circumstances.

Section40.6 The amount of sick leave an employee may use, for any purpose, may be extended in the presence of special circumstances as determined by the Employer.

Section40.7 Non-emergency medical or dental appointments which could be scheduled during non-work hours by the employee do not qualify for sick leave.

Section40.8 Sick leaves may be scheduled and approved in advance when the employee can predict usage, such as corrective surgery or diagnostic testing.

Section40.9 Sick leave is a privilege, not an employee's right, and falsification of the written request physician's excuse, or any other false statements may be grounds for disciplinary action, including dismissal. A demonstrated pattern of sick leave use may be used as the basis for disciplinary action.

Section40.10 The Township may require employees to submit full releases from their attending physicians before returning to their regular duties from an extended illness, injury, or disability. The Township may, at its own expense, require employees who have undergone an extended period of illness, injury or disability to submit to an examination by a physician of its choice before returning to their normal job duties. Under no circumstance, shall any employee be permitted to return to full duty before he/she is physically able to resume such task.

Section40.11 In the event an employee uses all his/her sick leave due to extended illness or injury, other employees may donate sick leave time to said employee. The donated sick leave time shall be deducted from the grantor's accumulated sick leave and credited to the recipient employee's account. An employee cannot donate more than ninety-six (96) hours of sick leave to another employee per calendar year.

Section40.12 Donated sick leave may not be used as a means to increase retirement compensation and/or severance pay.

ARTICLE 41 BEREAVEMENT LEAVE

Section41.1 In the event of a death in the immediate family of an employee, the employee may use paid sick leave in the following manner, provided that the Fire Chief may require reasonable proof before such leave may be so used:

- A. In the event the funeral is to take place in the State of Ohio, a forty (40) hour employee may use three tours of duty of leave, and a fifty-six (56) hour employee may use one (1) tour of duty of leave, as required for attending the funeral, and/or making funeral arrangements.
- B. In the event the funeral is to take place outside the State of Ohio, a forty (40) hour employee may use five (5) tours of duty of leave, and a fifty-six (56) hour employee may use two (2) tours of duty of leave for the foregoing purposes,
- C. Sick leave in excess of the allotted time may be approved by the Fire Chief for the foregoing purposes.

Section41.2 For purposes of this Agreement, "immediate family" means only: mother, father, brother, sister, half brother, half sister, child, current spouse, step-father, step-mother, grandparents, grandparents-in-law, grandchild, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother-in-law, legal guardian, or other persons who stands in the place of the employee's parent.

Section41.3 If an employee leaves at any time during a regularly scheduled shift due to the death of an immediate family member, then the remainder of the employee's shift shall be taken in sick time. For the purpose of counting calendar days for forty (40) hour employees and duty days for fifty-six (56) hour employees the counting of days will begin on the day following the shift in which the employee leaves early.

**ARTICLE 42
HEALTH AND SAFETY**

Section42.1 SAFE EQUIPMENT AND PRACTICES:

The Township agrees to use its best efforts to furnish and maintain in adequate working conditions all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

Section42.2 REPORTING OF UNSAFE EQUIPMENT:

Any equipment, tools, and/or vehicles which are unsafe shall immediately be reported if the equipment's safety is questionable. An investigation shall be made by the Township and corrective action shall be taken, if necessary.

Section42.3 CORRECTIVE LENS:

The Township shall provide, for those employees who wear corrective lenses, reimbursement for specialized eyewear or inserts that provide vision correction compatible with wearing of self-contained breathing apparatus. Such reimbursement shall be for those devices approved by the Chief. Employees shall be entitled to such reimbursement upon providing receipt of purchase for such items to the Fire Chief. Only one such purchase shall be reimbursed per calendar year, and reimbursement shall not exceed \$100.00 per purchase.

Section42.4 PHYSICAL EXAMINATIONS:

The Township will provide each member of the bargaining unit with a physical examination for the purpose of being medically certified by a physician or by a State of Ohio licensed health care professional who can perform medical evaluations under the supervision of a physician as set forth in the Ohio Administrative Code 4123:1-21-02 (Personal protective clothing and equipment for structural firefighting)(firefighting requirements). The Township will bear the expense of the physical examination except to the extent of any required member co-pay for the visit(s) as specified in the health care plan and the coverage provided by the Township's healthcare plan.

**ARTICLE 43
DURATION OF AGREEMENT**

SECTION 49.1 This agreement shall be effective on January 1st, 2015 and shall remain in force and effect until midnight December 31st, 2017 being the termination date.

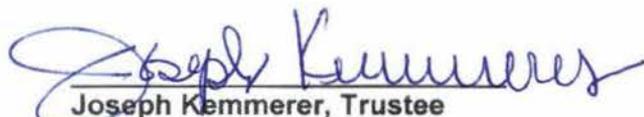
SECTION 49.2 If either party desires to modify or amend this Agreement prior to its expiration, it shall give written notice to such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be timely written notice with receipt acknowledged. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.

SECTION 49.3 This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

For the Township:


Rayna Mollendick, Trustee


Kevin Horn, Trustee


Joseph Kemmerer, Trustee

For the Union:


Michael Ferguson, President


Jason Miller, Secretary


Chad Mathias, Vice President