



10-09-15  
0795-01  
14-MED-10-1392  
K32590

**AGREEMENT BETWEEN**  
**Γ TOWNSHIP, FRANKLIN COUNTY, OHIO**

**AND**

**THE INTERNATIONAL ASSOCIATION**  
**OF FIREFIGHTERS**

**LOCAL 2937**



January 1, 2015- December 31, 2017

## TABLE OF CONTENTS

|            |  |    |
|------------|--|----|
| ARTICLE 1  | PREAMBLE                               | 3  |
| ARTICLE 2  | RECOGNITION                            | 3  |
| ARTICLE 3  | MANAGEMENT RIGHTS                      | 4  |
| ARTICLE 4  | DUES DEDUCTION                         | 5  |
| ARTICLE 5  | UNION REPRESENTATION/ UNION BANK TIME  | 6  |
| ARTICLE 6  | CORRECTIVE ACTION                      | 7  |
| ARTICLE 7  | WORK RULES                             | 8  |
| ARTICLE 8  | WAIVER IN CASE OF EMERGENCY            | 8  |
| ARTICLE 9  | GRIEVANCE PROCEDURE                    | 8  |
| ARTICLE 10 | NO STRIKE / NO LOCKOUT                 | 12 |
| ARTICLE 11 | SENIORITY                              | 12 |
| ARTICLE 12 | PROBATIONARY PERIODS                   | 13 |
| ARTICLE 13 | LAY-OFF AND RECALL                     | 14 |
| ARTICLE 14 | HOURS OF WORK                          | 14 |
| ARTICLE 15 | TRADE TIME                             | 15 |
| ARTICLE 16 | OVERTIME                               | 16 |
| ARTICLE 17 | HOLIDAYS                               | 16 |
| ARTICLE 18 | VACATION                               | 17 |
| ARTICLE 19 | FUNERAL LEAVE                          | 19 |
| ARTICLE 20 | SICK LEAVE                             | 19 |
| ARTICLE 21 | SICK LEAVE OTHER THAN SELF             | 20 |
| ARTICLE 22 | INJURY ON DUTY                         | 21 |
| ARTICLE 23 | LEAVES OF ABSENCE                      | 21 |
| ARTICLE 24 | INSURANCE                              | 23 |
| ARTICLE 25 | WAGES                                  | 25 |
| ARTICLE 26 | WORKING OUT OF CLASS                   | 25 |
| ARTICLE 27 | PENSION PICK-UP                        | 25 |
| ARTICLE 28 | TERMINATION OF EMPLOYMENT              | 26 |
| ARTICLE 29 | SURVIVOR BENEFITS                      | 26 |
| ARTICLE 30 | UNIFORM MAINTENANCE CREDIT             | 27 |
| ARTICLE 31 | EDUCATIONAL INCENTIVE                  | 29 |
| ARTICLE 32 | SERVICE CREDIT COMPENSATION            | 29 |
| ARTICLE 33 | SEVERABILITY                           | 30 |
| ARTICLE 34 | CONTINUANCE OF CURRENT BENEFITS        | 30 |
| ARTICLE 35 | NEGOTIATION MEETINGS                   | 30 |
| ARTICLE 36 | PROMOTIONS                             | 31 |
| ARTICLE 37 | STAFFING                               | 31 |
| ARTICLE 38 | LABOR RELATIONS MEETINGS               | 31 |
| ARTICLE 39 | CONTRACTING OUT                        | 32 |
| ARTICLE 40 | MEMORANDUM OF UNDERSTANDING/AGREEMENT  | 32 |
| ARTICLE 41 | NEW HIRE STEP PAY                      | 32 |
| ARTICLE 42 | SHARED LEAVE BANK                      | 33 |
| ARTICLE 43 | DURATION OF AGREEMENT                  | 34 |
| APPENDIX A | PAYROLL DUES DEDUCTION FORM            | 35 |
| APPENDIX B | GRIEVANCE APPEAL                       | 36 |
| APPENDIX C | WAGE SCALE                             | 38 |
| MOU 1      | PARAMEDIC/ SERVICE CREDIT COMPENSATION |    |
| MOU 2      | SPECIAL LEAVES                         |    |
| MOU 3      | HEALTH INSURANCE OPT-OUT               |    |

**ARTICLE 1  
PREAMBLE**

**Section 1.1:** This Agreement, entered into by the Township of Pleasant, Franklin County, Ohio, hereinafter referred to as the “Employer,” and the International Association of Firefighters Local 2937, hereinafter referred to as the “Union,” has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2  
RECOGNITION**

**Section 2.1:** The Employer recognizes the Union as the sole and exclusive representative for purposes of negotiating wages, hours and other terms and conditions of employment for all regular full-time employees employed by Pleasant Township, Franklin County Ohio, in the following classifications:

**Bargaining Unit**  
Lieutenant  
FireFighter

**Section 2.2:** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 2.3:** Notwithstanding the provisions of this Article, management, confidential, fiduciary, 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 3 MANAGEMENT RIGHTS**

**Section 3.1:** The Union recognizes the right and authority of the Employer to administer the business of the Township of Pleasant and, in addition to other functions and responsibilities which are required by law, 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, and to otherwise exercise the prerogatives of management, which more particularly include but not limited to the following which are not 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, lay off 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 and programs, and to determine 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, including the right to relieve employees from duty due to lack of work or lack of funds;

E. To determine the hours of work and work schedules required to most efficiently operate;

F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To maintain the security of records and other important information;

I. To determine the overall budget;

J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and

K. To determine and implement necessary actions in emergency situations.

**Section 3.2:** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

## **ARTICLE 4 DUES DEDUCTION**

**Section 4.1:** The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

**Section 4.2:** The Employer agrees to deduct one-half ( 1/2 ) of regular Union membership monthly dues from each pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer agrees to furnish the Secretary-Treasurer of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made from the previous month together with a listing of the employees for whom deductions were made.

**Section 4.3:** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. 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.

**Section 4.4:** The Employer shall be relieved from making such individual “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) lay-off 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 4.5:** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 4.6:** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of the deductions unless a claim of error is made to the Employer in writing within one (1) year 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 deduction would normally be made by deducting the proper amount.

**Section 4.7:** The rate at which dues are to be deducted shall be certified to the 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.

**Section 4.8:** Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**ARTICLE 5**  
**UNION REPRESENTATION/ UNION BANK TIME**

**Section 5.1:** The Employer agrees to admit not more than two (2) non-employee Union Staff Representatives to the Employer's facilities for the purpose of processing any grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer. Upon arrival, the Union Staff Representative shall identify himself to the Employer or the Employer's designated representative.

**Section 5.2:** The Employer shall recognize one employee to act as Union Steward for the purpose of processing grievances in accordance with the grievance procedure.

**Section 5.3:** The Union shall provide to the Employer an official roster of its officers and Local Union Steward which is to be kept current at all times and shall include the following:

- (1) Name;
- (2) Address;
- (3) Home telephone number;
- (4) Immediate supervisor; and
- (5) Union office held.

No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

**Section 5.4:** The investigation and writing of grievances shall not be conducted during an employee's duty hours without the permission of the Supervisor or Supervisor's designee. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Any grievance-related or Union representation-related activity conducted during an employee's non-duty hours shall not be considered hours worked and the employee shall not be paid for such hours.

"Duty hours" for the purpose of this Article means the time running from when the employee is required to report for work at the beginning of the shift until the time he is permitted to leave.

**Section 5.5:** The Employer shall permit the local Union to gather and hold meetings in the fire station of Pleasant Township. No employees on duty may attend without the permission of the Chief or Chief's designee.

**Section 5.6:** Rules governing the activity of Union representatives are as follows:

(1) The Union agrees that no official of the Union, employee or non-employee shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during duty hours except to the extent specifically authorized herein.

(2) The Union shall not conduct Union activities in any work areas without notifying the Supervisor or his designee in charge of that area of the nature of the Union activity.

(3) The Union employee official (President, Vice President or Steward) shall cease unauthorized Union activities upon the request of the unit officer or Chief.

(4) Any employee abusing the rules of this Section is subject to disciplinary action.

**Section 5.7:** On January 1 of each year the Township will credit twenty four (24) hours to a union time bank for use as paid leave by employees for Union activities including, but not limited to Union Educational, Union Meetings, Union Conferences, or other Union functions or duties, where such function(s) are being held during an employee's regular tour of duty. Any employee using time under this Article shall obtain the prior approval of the Union's executive board. The use of such time shall be scheduled in advance with and is subject to approval of the Fire Chief based upon staffing levels. The use of such time shall not be permitted if the Township will incur an overtime obligation. The hours credited to this time bank are not cumulative from year to year and shall be used during the calendar year in which they are credited, and hours not used so shall be forfeited without compensation thereof.

## **ARTICLE 6 CORRECTIVE ACTION**

**Section 6.1:** No non-probationary employee shall be reduced in pay, suspended or discharged except for just cause.

**Section 6.2:** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Whenever a member reasonably believes that a meeting or conference with a supervisor may result in a disciplinary action, the member may request the presence of the designated grievance representative. No employee shall be named by the Board of Trustees, Fire Chief or any representative of the Township in a public meeting for corrective action until formal charges are filed with the Board of Trustees. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

**Section 6.3:** Initially, prior to the imposition of any discipline, the Fire Chief may elect to counsel an employee and create an Employee Progress Improvement Plan (EPIP), which will outline the steps that an employee should take to improve his/her performance and avoid potential disciplinary action. Because an EPIP, alone, is not considered discipline, it shall be removed from an employee's file 6 months after it is issued. Thereafter, and except as otherwise modified herein, the principles of progressive disciplinary action will be followed. The steps of progressive discipline shall include: (1) an EPIP and verbal reprimand; (2) an EPIP and written reprimand; (3) an EPIP and either suspension or reduction in pay and rank; and, (4) removal. An employee will only progress through these steps for the same or related offenses, and no employee shall be subject to progressive discipline based upon unlike or unrelated offenses. Notwithstanding the foregoing, if an offense is of a serious nature, constitutes insubordination, or is a violation of the law, the Fire Chief and/or The Board of Trustees may determine that a different and/or more severe disciplinary sequence, including termination, be utilized.

**Section 6.4:** In the event of no intervening disciplinary action for a same or related offense, the following time frames will apply to disciplinary records: Verbal reprimands and EPIP (which the Fire Chief may record) will cease to be of any further force or effect after one (1) year; written reprimands and EPIP will cease to be of any further force or effect after two (2) years; and records of suspensions, reduction in pay and/or rank and EPIP will cease to have effect after five (5) years. Any disciplinary documents that no longer have any force and effect based upon the time frames set forth above, shall be removed from the employee's file and properly discarded in accordance with the Township's record retention schedule.

## **ARTICLE 7 WORK RULES**

**Section 7.1:** The Employer agrees to apply work rules uniformly and consistently, taking into consideration the surrounding circumstances. Any employee who believes the Employer has not applied a work rule to him in such a manner may file a grievance

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

**Section 8.1:** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Franklin County Commissioners, the Pleasant Township Trustees, 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 management of the Union replies on grievances; and
- (2) Selected work rules and/or agreements and practices relating to the assignment of all employees.

**Section 8.2:** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure to which they (the grievant[s]) had properly progressed.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 9.1:** The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Any employee having a grievance under this Article, for example a grievance against disciplinary action taken, may not appeal the same matter to Court and the Court shall have no jurisdiction over such appeal.

**Section 9.2:** 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 by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

**Section 9.3:** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant, with the Union Steward if the former desires, must identify the alleged grievance in writing to the grievant's immediate unit officer within nine (9) calendar days of occurrence that gave rise to the grievance. This written grievance shall be submitted to the unit officer on the approved grievance form (a copy of which is attached hereto as Appendix B) within nine (9) calendar days after the events giving rise to the grievance occurred. The unit officer shall sign and date the form on the date of the unit officer's receipt of it. Within seven (7) calendar days of the unit officer's receipt of the grievance, the unit officer shall affix a written response to the grievance, date and sign the response, and return it to the grievant. The unit officer may retain a copy for the file.

**Step 2:** Should the grievant not be satisfied with the answer in Step 1, within seven (7) calendar days after receipt of the response in Step 1, the grievant may appeal the grievance to this Step 2 by delivering a copy of the grievance, along with the written responses at the prior Step and any other pertinent documents, to the Fire Chief. Within seven (7) calendar days of the Fire Chief's receipt of the grievance, the Fire Chief shall submit to the grievant a written response to the grievance. The Fire Chief may retain a copy for the file.

**Step 3:** Should the grievant not be satisfied with the response at Step 2, the grievant may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within fourteen (14) calendar days after receipt of Step 2 response, a copy of the grievance form containing the written responses from prior Steps, and any other pertinent documents, to the office of the Board of Trustees. Within twenty-eight (28) calendar days after receipt of the grievance, the Board of Trustees or its designee shall submit to the grievant a written response to the grievance.

**Step 4: Arbitration:** If the grievance is not satisfactorily settled in Step 3, the Union or the Employer 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 of the grievance procedure. In the event the grievance

is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Upon receipt of a request for arbitration, the Employer, or his designee, and the Representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to request a list of seven impartial arbitrators from the Federal Mediation and Conciliation Service.

The parties shall agree on a submission agreement and outline the 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) days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitrator shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one 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 FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and /or section of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement nor add to, subtract from or modify the language therein in arriving at his determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contact 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 of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 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 question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, 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 Employer. 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. Expense, if any, of the witness shall be borne by the party calling the witness. The fees of the Court Reporters 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 any transcript.

**Section 9.4:** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties:

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

**Section 9.5:** A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 9.6:** Any grievance that originates from a level above Step 1 of the grievance procedure may be submitted directly to the step or level from which it originates.

**Section 9.7:** For the purpose of computing time, the term "day" shall mean a calendar day, excepting therefrom Saturdays, Sundays, and those legal holidays specified in Ohio Revised Code Section 511.10. When an action is require to be performed within a specified period of time, the first day shall be excluded and the last day included, unless the last day falls on the grievant's or respondent's scheduled day off or approved leave, in which case, the time limit for performing the act shall be extended to the end of the next working day for that person.

**ARTICLE 10**  
**NO STRIKE /NO LOCKOUT**

**Section 10.1:** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Pleasant Township. Therefore:

- A. The Union agrees that neither it nor its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage or any other interruption of operations or services of the Employer by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately conspicuously post notice over the signature of an authorized representative of the Union to effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

**Section 10.2:** The Employer agrees that neither it nor its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement unless those employees shall have violated Section 10.1 above.

**Section 10.3:** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

**ARTICLE 11**  
**SENIORITY**

**Section 11.1:** Seniority shall be computed on the basis of uninterrupted length of continuous full-time service in the Fire Department. Ties in seniority among other employees shall be resolved by ranking an employee higher on the seniority list if he has a higher score than another employee on the hiring eligibility list. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**Section 11.2:** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 11.3:** The Employer shall post a seniority list once every twelve (12) months on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be forwarded to the Union.

## **ARTICLE 12 PROBATIONARY PERIODS**

**Section 12.1:** Probationary periods shall be for a period of one (1) year.

**Section 12.2:** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first for which the employee receives compensation from the Employer. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

Any employee so removed may appear before the Trustees and/or their designee to request a reconsideration of the removal and to offer an oral or written statement in his own behalf. The right to appeal does not create any right to return to the position but the Trustees and/or their designee may return the employee to the position if they so desire.

**Section 12.3:** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification at any time during his probationary period and shall have no appeal over such reduction.

**Section 12.4:** The Board of Trustees may, from time to time and in its sole and absolute discretion, extend a newly hired employee's probationary period beyond the term set forth in Section 12.2 of this Article in those cases in which a probationary employee has not obtained and/or maintained the minimum qualifications for such employee's position. In the event of such mandatory extension, the affected employee shall continue as a probationary employee for such time or times directed by the Board of Trustees, without interruption of Step progression. During a mandatorily extended probationary period and notwithstanding Ohio Revised Code 505.38 and 733.35 *et seq.*, the affected employee may be terminated at any time at will and without just cause, and the affected employee shall have no recourse to the grievance procedure concerning probationary termination, nor may the employee appeal or otherwise challenge such termination in any court or other tribunal or body.

In addition to a mandatory extension of a probationary period as outlined above, probationary periods may also be extended by mutual agreement of the Employer, the Union, and the affected employee.

## **ARTICLE 13 LAY-OFF AND RECALL**

**Section 13.1:** When the Employer determines that a long-term lay-off or job abolishment is necessary, it shall notify the affected employees fourteen (14) days in advance of the effective date of the lay-off or job abolishment. Employees will be notified of the Employer's decision to implement any short-term lay-off, lasting seventy-two (72) hours or less, with twenty -four (24) hours or more advance notice. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the lay-off on bargaining unit employees.

**Section 13.2:** The Employer shall determine in which classification(s) lay-offs will occur. Within each classification affected, employees will be laid off in accordance with their seniority.

**Section 13.3:** Employees may bump and be bumped in such a manner that employees in higher classifications may bump less senior employees in lower classifications until the least senior employees up to the total number of uniformed employees to be laid off are laid off. A laid-off or bumped employee who cannot bump another employee will be laid off.

**Section 13.4:** 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.

**Section 13.5:** 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 obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.6:** The recalled employee shall have fourteen (14) calendar days following the date of mailing of the 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 14 HOURS OF WORK**

**Section 14.1:** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. The Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

**Section 14.2:** Work schedules for employees will be arranged by the Employer so the normal scheduled work week averages fifty-three (53) hours per week over the course of a year within a three (3) platoon system. The Employer reserves the right to take employees off the platoon system and assign them to a forty (40) hour week.

**Section 14.3:** The Township and the Union agree to eliminate the current practice of the employee taking a Kelly Day every nineteenth (19<sup>th</sup>) work day. In lieu of the employee having a Kelly Day every nineteenth (19<sup>th</sup>) work day, the employee will be compensated six (6) hours of overtime per pay at one-and-one half (1.5) times the employee's regular hourly rate of pay. Notwithstanding Section 16.4, an employee may not elect to receive these six (6) hours of overtime as compensatory time off in lieu of payment.

**Section 14.4:** If an employee is on sick leave or injury leave for longer than forty five (45) calendar days the employee will no longer receive the six (6) hours of overtime the first full pay after the forty five (45) days. The first full pay period after the employee returns to work the six (6) hours of overtime will then resume.

## **ARTICLE 15 TRADE TIME**

**Section 15.1:** It shall be the policy of the Department to allow trades between the ranks of Firefighter and Lieutenant. Trades shall not be allowed which would result in any additional expense to the Employer through the payment of out-of-class-pay.

**Section 15.2:** All trade requests shall be made in writing using the proper form.

**Section 15.3:** Trade requests shall normally be submitted by at least the work day prior to the requested trade day.

**Section 15.4:** Except as provided herein, employees shall be limited to forty-eight (48) consecutive hours on duty, including their regular work shift. In the case of an emergency, as determined by the Fire Chief in his sole and absolute discretion, the Fire Chief may require an employee to work in excess of forty-eight (48) consecutive hours.

**Section 15.5:** In the event that the employee agreeing to work a trade is unable to fulfill this obligation by reason of illness, emergency, or for any other reason, and the employee receiving the trade is not available to return to duty, a like amount of time shall be deducted from the holiday time or vacation or upcoming balance of the employee agreeing to trade unless said person is able to find a replacement trade.

## **ARTICLE 16 OVERTIME**

**Section 16.1:** When an employee is required to work beyond the employee's regularly scheduled shift, the employee shall be compensated at one-and-one-half (1.5) times the employee's regular hourly rate of pay for all hours worked. Uncertain or indefinite periods of a few minutes need not be reported or compensated. An employee who works a minimum of fifteen (15) minutes beyond the employee's regularly scheduled shift shall receive thirty (30) minutes of overtime pay. Upon working at least (30) minutes beyond the employee's regularly scheduled shift, the employee shall receive sixty (60) minutes of overtime pay. No employee shall be paid for overtime work which has not been authorized by the Fire Chief or the Fire Chief's designee.

**Section 16.2:** The hourly rate for purposes of calculating overtime shall be based upon the regular salary divided by two thousand seven hundred fifty-six (2,756) hours per year.

**Section 16.3:** When an employee is called to duty during his off-duty hours to fill an assigned position, he shall be guaranteed a minimum of four (4) hours of overtime pay. If manpower permits, should the employee elect to leave with less than four (4) hours on duty, he shall be compensated only for actual hours worked, with a one (1) hour minimum of compensation.

**Section 16.4:** In lieu of payment for overtime worked, an employee may elect to receive compensatory time off. Compensatory time will be credited at the rate of one-and-one-half (1.5) hours for each overtime hour worked. Employees may accumulate a maximum of seventy-two (72) hours of compensatory time. Any employee who accumulates seventy-two (72) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of seventy-two (72). Compensatory time off will be scheduled by mutual agreement and may be taken in increments of one-half (1/2) hours after the first hour. Upon termination of employment, an employee shall be entitled to payment for all accrued but unused compensatory time; subject, however, to the seventy-two (72) hour limitation.

## **ARTICLE 17 HOLIDAYS**

**Section 17.1:** Each employee shall be credited with one hundred twenty (120) hours of holiday time on January 1 of each year. In order to help with scheduling, this time is credited at the beginning of the year during which it is earned. The holidays for which holiday time is received are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Section 17.2:** No employee shall be credited with holiday time until he has completed six (6) months of employment, upon which he shall be credited with the appropriate prorated amount for the balance of that year.

**Section 17.3:** Upon termination of employment, the appropriate prorated amount of holiday time for the calendar year shall be deducted from the employee's final balance or earned wages.

**Section 17.4:** Holiday time may be taken in increments of one-half (1/2) hours after the first hour pending available manpower.

**Section 17.5:** A maximum of seventy-two (72) hours holiday time may be carried past December 31.

**Section 17.6:** An employee may cancel scheduled holiday time with a written request submitted at least one (1) duty day in advance. This will be considered the minimum acceptable notice to cancel unless the canceled day would benefit the Department due to lack of manpower.

## **ARTICLE 18 VACATION**

**Section 18.1:** Each employee working the fifty three (53) hour work week shall be entitled to paid vacation leave as follows:

### **After 1 year of service**

53-hour personnel: 144 hours accumulated at the rate of 12 hours per month of service; max of 288 hours at the end of the year

40-hour personnel: 80 hours accumulated at the rate of 6.67 hours per month of service; max of 160 hours at the end of the year

### **After 4 year of service**

53-hour personnel: 166 hours accumulated at the rate of 14 hours per month of service; max of 336 hours at the end of the year

40-hour personnel: 100 hours accumulated at the rate of 8.3 hours per month of service; max of 200 hours at the end of the year

### **After 8 years of service**

53-hour personnel: 216 hours accumulated at the rate of 18 hours per month of service; max of 432 hours at the end of the year

40-hour personnel: 120 hours accumulated at the rate of 10 hours per month of service; max of 240 hours at the end of the year

### **After 12 years of service**

53-hour personnel: 288 hours accumulated at the rate of 24 hours per month of service; max of 576 hours at the end of the year

40-hour personnel: 168 hours accumulated at the rate of 14 hours per month of service; max of 336 hours at the end of the year

### **After 16 years of service**

53-hour personnel: 312 hours accumulated at the rate of 26 hours per month of service; max of 624 hours at the end of the year

40-hour personnel: 192 hours accumulated at the rate of 16 hours per month of service; max of 384 hours at the end of the year

### **After 20 years of service**

53-hour personnel: 336 hours accumulated at the rate of 28 hours per month of service; max of 672 hours at the end of the year

40-hour personnel: 216 hours accumulated at the rate of 18 hours per month of service; max of 432 hours at the end of the year

### **After 25 years of service**

53-hour personnel: 360 hours accumulated at the rate of 30 hours per month of service; max of 720 hours at the end of the year

40-hour personnel: 240 hours accumulated at the rate of 20 hours per month of service; max of 480 hours at the end of the year

**Section 18.2:** Vacation leaves shall be scheduled in advance as follows:

- (1) All requests for vacation must be submitted by March 1 of each calendar year.
- (2) The Employer reserves the right to limit the number of employees off work on any one unit in any classification and among employees with special skills.
- (3) Conflicts between requests will be resolved by seniority except that employees who submit requests for vacation after March 1 cannot use the seniority preference to resolve conflicts with any employee meeting that deadline, regardless of seniority. After March 1, vacations will be scheduled on a first-come-first-served basis, subject to the limits of Section 18.2 above.

**Section 18.3:** On the following holidays, vacation leave may be taken only when a minimum of three (3) full-time Firefighters remain on duty: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

**Section 18.4:** An employee may cancel a scheduled vacation day with a written request submitted at least one (1) day in advance. This will be considered the minimum acceptable notice to cancel unless the canceled day would benefit the Department due to lack of manpower.

**Section 18.5:** Vacation time may be scheduled in increments of one-half (1/2) hours after the first hour pending available manpower.

**Section 18.6:** During each calendar year, an employee may elect to receive payment for up to a maximum of seventy-two (72) hours of accrued but unused holiday time, vacation time, compensatory time, sick time or any combination thereof. An employee may only request payment for accrued but unused sick time if the employee has a sick leave balance of at least fifteen hundred (1500) hours following the request. Employees shall submit their elections in writing to the Employer between October 1 and October 7, specifying the number and type of hours requested for payment, all of which time shall be in one (1) hour increments. Employees will then be paid the amount requested in the first pay in November of the applicable calendar year. Payment shall be made in a check separate from the employee's regular paycheck. The maximum annual amount payable under this provision shall be limited to seventy-two (72) hours at the employee's regular hourly rate of pay.

## **ARTICLE 19 FUNERAL LEAVE**

**Section 19.1:** Each employee shall be entitled to time off for the death of a family member. Five (5) calendar days off duty shall be granted.

"Family member" shall be interpreted as the following: current spouse, current stepfather and stepmother, children, current stepchildren, current stepbrother, current stepsister, grandchildren, current step-grandchildren, mother, father, current mother-in-law, current father-in-law, current grandparents-in-law, sister, brother, current sister-in-law, current brother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, grandmother, grandfather, current step-grandmother, current step-grandfather, great grandparent, and any other such person as may be determined by the Fire Chief, in his sole and absolute discretion, to constitute "family member" upon submission of a written request from an employee.

**Section 19.2:** If more than five (5) calendar days are required off duty, accumulated sick leave, holiday or vacation time may be used with the approval of the Fire Chief.

## **ARTICLE 20 SICK LEAVE**

**Section 20.1:** Each employee shall accrue sick leave with pay at the rate of fifteen (15) hours per month, or a maximum of one hundred eighty (180) hours per calendar year.

**Section 20.2:** Sick leave is time for which an employee is compensated at his or her regular rate of pay when absent from work due to illness or another medically related reason, such as a doctor's appointment. Employees seeking to use sick leave should notify the on duty officer as soon as possible (ideally within (1) one hour before their regular starting time). When calling in to report the use of sick leave, the employee shall inform that he or she is ill give an anticipated return-to-work date, and where the employee can be reached if different from the employee's residence. An

employee who is not able to return to work by the estimated time shall promptly notify his or her supervisor and thereafter maintain contact with the supervisor until the employee returns to work.

**Section 20.3:** For any use of sick leave, the employee shall submit a signed statement justifying the use of sick leave. Any illness requiring more than two (2) duty days leave and any injury shall require a doctor's statement stating it was necessary for the employee to miss work and clearing the employee to return to duty. The Employer reserves the right to investigate all occasions where it has information that abuse and/or unauthorized use of sick leave may have occurred.

**Section 20.4:** Sick leave with pay shall be charged in increments of one-half (1/2) hours after the first hour that an employee is absent from either a fifty-three (53) or forty (40) hour schedule work week.

**Section 20.5:** Any employee while on sick leave shall continue to receive compensation and fringe benefits including accumulation of sick time, holiday time, personal time, vacation time and seniority attached to his normally assigned position.

**Section 20.6:** Sick leave shall be cumulative without limit.

**Section 20.7:** Any illness or injury resulting in the use of sick leave for greater than ten (10) consecutive duty days (thirty [30] calendar days) shall be closely monitored by the Board of Trustees. The Employer reserves all rights including that of requesting examination by a Township-designated physician.

**Section 20.8:** The Employer shall allow under normal circumstances a maximum of six (6) months' continuous use of sick leave for one illness. After six (6) months of sick leave, the employee may petition the Employer for additional sick leave based upon the likelihood of his timely return to duty. If a determination is made that the employee will not be able to return to active duty, the Employer may request that the employee begin the retirement process.

## **ARTICLE 21 SICK LEAVE OTHER THAN SELF**

**Section 21.1:** When an employee is absent from work in order to care for an immediate family member (spouse, child, or parent) with a serious health condition, as permitted by the Family Medical Leave Act (FMLA) and Article 23, Section 23.1, the employee's accrued sick leave may be used to cover some or all of the FMLA leave of absence.

**Section 21.2:** An employee may use one hundred and twenty (120) hours of his or her sick leave balance per calendar year for illness of an immediate family member that is not a "serious health condition" under the FMLA. Request for use of this time will be submitted to the Fire Chief for his approval upon the employee's return to work. In his sole discretion and where circumstances warrant, the Chief may grant additional use of sick leave to an employee who has reached the one hundred and twenty (120) hour limit.

**ARTICLE 22  
INJURY ON DUTY**

**Section 22.1:** Any full-time employee who is injured or disabled while in the performance of his duties under such circumstances as would cause such injury or disability to be compensated under the Workers' Compensation law of the State of Ohio shall be compensated his regular salary for the period of the disability, as approved by the Board of Trustees on a case by case basis. The Board shall review and approve or discontinue an approved injury leave on a monthly basis.

**Section 22.2:** Employees injured on the job shall file a written request through the Fire Chief to the Board of Trustees for their approval or disapproval of injury leave.

**Section 22.3:** The employee is required to endorse over to the Employer any Workers' Compensation benefits he receives while on paid injury leave.

**Section 22.4:** No employee shall be placed upon on FMLA leave while on approved injury leave.

**ARTICLE 23  
LEAVES OF ABSENCE**

**Section 23.1: Family Medical Leave Act.** Pleasant Township will provide eligible employees an unpaid leave of absence of up to twelve (12) weeks for the specific reasons and subject to the procedures of the Family and Medical Leave Act (FMLA) and regulations thereunder. Such leave can be granted for one or more of the following reasons:

- 1) The birth of a child, or the placement of a child with the employee for adoption or foster care;
- 2) To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- 3) When the employee is unable to work because of a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider. An employee may take leave under the provisions of the FMLA if a serious health condition makes the employee unable to perform the functions of his/her position.

**Employee Eligibility.** An employee may be entitled to FMLA leave if he or she meets the following criteria:

- 1) The employee has worked for at least twelve (12) months for Pleasant Township. The twelve (12) months need not have been consecutive. (If the employee was on the payroll for part of a week, the entire week is counted, and fifty-two (52) weeks is equal to twelve (12) months.)

- 2) The employee must have worked for the Township at least one-thousand two-hundred fifty 1,250 hours (hours paid but not worked are excluded) during the twelve (12) month prior to the start of the FMLA leave.
- 3) The Township may impose FMLA leave upon employees who meet eligibility criteria for FMLA Leave after the employee has been absent from work on medical related reasons for three consecutive duty days.

**Maintenance of Benefits.** During any period that an eligible employee takes FMLA leave, the Township shall maintain group health insurance coverage for the employee in accordance with the FMLA and regulations there under.

**Procedure for Requesting Leave.** An employee must provide thirty (30) days advance notice before taking leave for foreseeable events (such as the birth of a child, adoption or foster care placement, or planned medical treatment). If it is not possible to give thirty (30) days advance notice, the employee must give as much notice as is possible. As allowed by law, the Employer may require that the need for leave for a serious health condition of the employee's immediate family member be supported by a certification issued by a health care provider. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Township's operations. While on FMLA leave, employees are requested to report periodically to the Township regarding the status of the medical condition, and their intent to return to work.

**Designation of Paid Leave as FMLA Leave.** As allowed by law, the Employer may count an employee's use of paid leave (including but not limited to sick leave, sick leave other than self and vacation) against the employee's FMLA leave entitlement.

**Section 23.2: Military Leave.** The Employer will grant a military leave of absence in accordance with federal and Ohio law. An employee requesting military leave should notify the Chief or his designee as soon as possible upon receipt of military orders, and should submit copies of any official papers which the employee has received.

**Section 23.3: Special Leaves.** Employees with one (1) year of service may apply for a special leave of absence due to special circumstances that are not covered by any other leave of absence. The employee must apply in writing to the Chief or his designee, stating the reason for the leave, the amount of time needed and the expected return date. The granting or denial of the leave, with or without pay and/ or benefits, is in the sole discretion of the Chief and the Board of Trustees. Upon reinstatement, the employee shall be returned to the rank and, to the extent possible, the assignment held prior to the leave. The employee shall retain his original seniority date.

## **ARTICLE 24 INSURANCE**

**Section 24.1:** The Township shall continue to provide health care insurance coverage to all employees at their option. The terms of such health care insurance shall be the same as that which is uniformly provided to all other full-time employees of the Township. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained, from time to time, by the Township.

**Section 24.2:** In the event that a employee (on behalf of both the employee and all eligible dependants) elects not to receive the health care insurance offered by the Township because the employee has health insurance coverage from another source, the employee may elect to receive a cash payment of \$100 per month (if a employee is eligible for single/no dependent coverage) and \$250 per month (if a employee is eligible for family and/or dependent coverage) through a cafeteria plan adopted by the Township pursuant to section 125 of the Internal Revenue Code. All employees electing to receive a cash payment in lieu of health insurance shall comply with all the terms and conditions of any cafeteria plan and applicable resolutions adopted by the Township in order to be eligible for participation. In no event shall any payment to a employee pursuant to this Article exceed twenty-five percent of the costs of premiums that would otherwise be paid by the Township for a employee under an offered policy, plan or contract. No cash payment in lieu of health insurance shall be made unless the employee signs a statement affirming that the employee is covered under another health insurance policy, contract or plan. The employee shall also provide to the Township the name of the employer that sponsors the coverage, the name of the insurance carrier that provides the coverage, an identifying number of the applicable policy, plan or contract and any other information that the Township reasonably determines is relevant.

**Section 24.3:** Employees electing to participate in the health insurance program shall pay the Township a monthly reimbursement. As of January 1, 2015, this monthly sum is \$20.00 per month for single/no dependent coverage and \$30.00 per month for family/dependent coverage. An employee's payment shall be due and payable at such time as directed by the Township, and the Township is hereby authorized to automatically deduct the amount from the employee's wages. Employees shall also sign an authorization for such deduction upon request of the Township.

**Section 24.4:** Except as otherwise provided in Section 24.5, the Township will continue to provide insurance coverage for each Employee comparable to the coverage in effect as of January 1, 2015. As such, the Township may implement the cost savings measures, such as high-deductible plan coupled with a HSA/HRA, that provides comparable coverage and does not increase an employee's out-of-pocket costs for such coverage unless such increase is pursuant to Section 24.5.

**Section 24.5:** The parties agree that if there is an increase in the cost of health insurance then the following provisions shall apply based upon the amount of the increase:

- A. If the cost of health insurance results in an increase of five percent (5%) or more between the 2015 insurance year and the 2016 insurance year, employees may be required by the Township to pay an additional \$10.00 per month for single/no dependent coverage and \$15.00 per month for family/dependent coverage for each incremental increase of five percent (5%). For instance, if health care insurance increases 6% in 2016, employees would pay an additional \$10.00 for single coverage/no dependent coverage and \$15.00 for

family/dependent coverage per month. (This would increase single coverage to \$30.00 per month and family coverage to \$45.00 per month.) Likewise, if the increase was 11% in 2016, employees would pay an additional \$20.00 per month for single coverage/no dependent coverage (resulting in a payment of \$40.00 per month) and an additional \$30.00 per month for family coverage (resulting in a payment of \$60.00 per month), and so on. In no event shall a employee's annual payment increase more than \$45.00 per month for the term of this contract or any extension thereof.

B. If the cost of health insurance increases ten percent (10%) or more between the 2015 insurance year and the 2016 insurance year, or if the cumulative increase in the costs of health insurance is twenty percent (20%) or more during the term of this contract, in addition to the increased premium contributions required of employees in accordance with Section 24.5A, above, the Board of Trustees shall have the authority and ability to change the amount and/or level of coverage, provided that the Township maintains the following types of coverage: hospitalization, medical/surgical, major medical and prescription drug.

C. In the event the cost of health insurance increases ten percent (10%) or more between the 2015 insurance year and the 2016 insurance year, or twenty percent (20%) or more during the term of this contract and the Township seeks to change the amount and/or level of coverage as set forth in Section 24.5B above, prior to considering a change of carriers, plans and/or coverages the Board of Trustees shall create an Advisory Committee consisting of Township employees and officers (which will include at least two employees appointed by the Union, one trustee, and one other full-time Township employee) for purposes of making a recommendation to the Board of Trustees. The Advisory Committee shall meet at least twice prior to making any recommendation to the Board of Trustees. The Board of Trustees shall, in good faith, consider any recommendation from the Advisory Committee, but shall not be bound by any recommendation of the Advisory Committee.

D. If, there is a five percent (5%) or more decrease in the cost of health insurance over the previous insurance year, the Board of Trustees shall decrease the amount of contributions by \$10.00 per month for single/no dependent coverage and \$15.00 per month for family/dependent coverage for each incremental decrease of five percent (5%). However, in no event will the employees' monthly premium share decrease below the current level of \$20.00 per month for single/no dependent coverage and \$30.00 per month for family/dependent coverage. By way of illustration, if health insurance costs increase 10% from 2015 to 2016 and, as a result, premiums are increased by \$20 per month for single coverage/no dependent coverage (resulting in a payment of \$40.00 per month) and an additional \$30.00 per month for family coverage (resulting in a payment of \$60.00 per month), and health insurance costs then decrease 16% from 2015 to 2016, the Board of Trustees shall decrease the amount of the employee's monthly contributions in accordance with this Section to \$20.00 per month for single/no dependent coverage and \$30.00 per month for family/dependent coverage.

E. For the purposes of Section 24.5, the term "insurance year" shall mean July 1<sup>st</sup> through June 30<sup>th</sup> of each year.

**ARTICLE 25  
WAGES**

**Section 25.1:** The annual salary ranges which are attached hereto as Appendix C are hereby established as the entire pay plan for the period which commences on January 1, 2015 and continues through December 31, 2017 and are to be applied to the positions and effective on the dates set forth therein. The rates in Appendix C are calculated on the basis of 2,756 scheduled work hours annually. Any retroactive pay due from January 1, 2015 to the signing of this contract shall be paid to the bargaining unit employees at the first full pay period following the signing of this Agreement.

**ARTICLE 26  
WORKING OUT OF CLASS**

**Section 26.1:** In the absence of the unit officer, the designated in-charge Firefighter for that unit shall be compensated for each hour worked, at the entry-level hourly rate of pay for a Lieutenant.

**Section 26.2:** Any employee working out of class will be compensated as per Article 31

An employee who completes the required course work and receives an Associate's degree in Emergency Medicine, Fire Science or Public Administration from an accredited university shall be awarded a three (3%) percent increase in his hourly wage.

An employee who completes the required course work and receives a Bachelor of Science degree in Emergency Medicine, Fire Science or Public Administration from an accredited university shall be awarded a six (6%) percent increase in his hourly wage.

**ARTICLE 27  
PENSION PICK-UP**

**Section 27.1:** The Employer will assume and pay on behalf of the employee the entire amount of the employee's contribution to the Police and Fireman's Disability and Pension Fund, which is currently twelve and a half (12.5%) percent of his earned compensation, in lieu of payment by the employee.

**Section 27.2:** The sum proposed to be paid hereunder by the Employer on behalf of the employee to the Police and Fireman's Disability and Pension Fund is not to be considered additional salary or wages and is not to be treated as increased compensation. For purposes of computing the employee's earnings or basis of his contributions to the Fund, the amount paid by the Employer on behalf of the employee as such employee's statutory obligation is intended to be and would be considered as having been paid by the employee in fulfillment of this statutory obligation.

## **ARTICLE 28 TERMINATION OF EMPLOYMENT**

**Section 28.1:** Upon termination or upon resignation from employment with at least fourteen (14) days prior written notice, an employee shall be entitled to payment for all unused compensatory time, unused vacation time (with a maximum payout not to exceed 2 years of accumulated vacation) and holiday time as per Article 17 with such payment being based upon the employee's regular hourly rate at the time of termination or resignation.

**Section 28.2:** When a fire service employee retires due to disability, or accepts normal service retirement, or resigns with at least fourteen (14) days prior written notice upon the completion of a minimum of fifteen (15) years of continuous service, the Township will pay the employee a maximum of 20 days of the employee's accrued but unused sick leave, with such payment being based upon the employee's regular hourly rate at the time of retirement or resignation.

**Section 28.3:** Upon termination or upon resignation from employment with at least fourteen (14) days prior written notice, a prorated rate of the employee's annual service credit and paramedic incentive will be paid to the employee based upon the number of full months employed during the final year of employment with such payment being based upon the employee's regular hourly rate at the time of termination or resignation.

(For example: An employee retires on March 1st the employee will be entitled to payment of 9 months of service credit and 7 months of paramedic incentive.)

**Section 28.4** All payments in this article 28 will be paid by separate check on the first pay after the time of termination, retirement, or resignation.

**Section 28.5** The employee has the option to meet with the Fire Chief and the Fiscal Officer up to 3 months prior to the employee's intended last day of employment to go over and agree on such payment of any and all unused time, service credit, incentives in this Article 28.

No pay-off for unused accrued sick time will occur if the employee fails to complete the fifteen (15) years of service or if the employee's disability or pension is disallowed by the Fire Pension Board.

## **ARTICLE 29 SURVIVOR BENEFITS**

**Section 29.1:** If an employee dies while in paid status, any unused vacation, holiday and compensatory time shall be paid in lump sum to the surviving spouse or designated beneficiary, with such payment being based upon the employee's regular hourly rate at the time of death.

Unused sick leave shall also be paid to the surviving spouse or designated beneficiary in a lump sum to a maximum of 20 days or 480 hours at employee's rate of pay. In the case a balance of sick leave hours is less than 480 hours, the balance will be paid in full to the surviving spouse or designated beneficiary.

**ARTICLE 30**  
**UNIFORM MAINTENANCE CREDIT**

**Section 30.1:** The Township will provide a uniform maintenance credit to each employee of up to \$600.00 per calendar year as follows: Employees shall only use the uniform maintenance credit for the purchase of work related uniforms and accessories from an authorized vendor. The vendor shall send a detailed invoice of items purchased by the employee directly to the Township. The Fire Chief, in his sole and absolute discretion, shall either approve or disapprove the invoice from the vendor. If an invoice is approved, the Fire Chief shall forward the invoice to the Township Fiscal Officer for timely payment to the vendor. If an invoiced item is disapproved by the Fire Chief or the Township is invoiced by the vendor for any amounts over \$600 per calendar year, the employee may be required by the Township to repay the Township the entire amount of the item(s) disapproved or any amount in excess of \$600. If the amount the Township claims is due from the employee is not repaid within thirty (30) days, the Township is authorized to automatically deduct all or any portion of the amount owed by the employee from any monies otherwise due the employee, and the employee shall, upon request, sign an authorization to such effect.

**Section 30.2:** Each employee is required to produce the following in acceptable condition during semi-annual inspections or upon special request of the Fire Chief:

**Firefighters**

1 Pair of black shoes

4 Dark blue fatigue shirts with FD Emblem on Left shoulder breast and last name on the right breast in white stitching As long as the firefighter has one fatigue shirt a combination of fatigue and polo shirt is acceptable to account for the four shirts.

3 dark blue fatigues trousers

1 white dress shirt

1 black tie

1 black belt

5:11 Jacket with Pleasant Township Fire Dept. on left pocket flap in blue stitching. Name will be on the right pocket flap in white stitching. Inside liner of 5:11 Jacket will have white stitching. Employees not issued or purchased a 5:11 Jacket will still be allowed to use the midnight blue squad jacket. The squad jacket is an optional piece of outer wear that will be purchased by the employee. Those that choose to purchase the additional squad jacket will have it embroider the same as the fatigue shirt.

1 dress blouse

1 pair of dress pants

1 hat service style dress

## **Officers ( Lieutenant)**

1 pair black dress shoes

4 Dark blue fatigue shirts with FD Emblem on Left shoulder breast and last name on the right breast in gold stitching. As long as the officer has one fatigue shirt a combination of fatigue and polo shirt is acceptable to account for the four shirts, Button up and Polo style fatigue shirts will have rank insignias (bugles) embroidered in yellow gold stitching on collars.

3 dark blue fatigues trousers

1 white dress shirt

1 black tie

1 black belt

5:11 Jacket with Pleasant Township Fire Dept. on left pocket flap in yellow gold stitching. Name will be on the right pocket with yellow gold stitching. Inside liner of 5:11 Jacket will have yellow gold stitching. Employees not issued or purchased a 5:11 Jacket will still be allowed to use the midnight blue squad jacket. The squad jacket is an optional piece of outer wear that will be purchased by the employee. Those that choose to purchase the additional squad jacket will have it embroidered the same as the fatigue shirt.

1 dress blouse

1 pair of dress pants

1 hat service style dress

This list may be modified at any time by mutual written agreement of the parties.

**Section 30.3:** All clothing shall comply with Departmental standards.

**Section 30.4:** Should occupational safety standards change, requiring different fatigue clothing, the Employer shall be responsible for providing the necessary funding to ensure compliance with the then current standards. This may also require adjustments to the annual allowance.

**Section 30.5:** Upon appointment to the Fire Department, an employee shall be provided with the standard uniform issue listed in Section 30.2. Upon promotion of an officer within the Fire Department, the employee shall be provided with the standard issue listed in Section 30.2 that requires any yellow gold stitching and name of rank to be added.

**Section 30.6:** An employee with less than one (1) year of service on January 15th shall have his uniform maintenance allowance prorated accordingly for that year only.

**Section 30.7:** An employee will have the ability to wear 5:11 Taclite Pro Shorts “Dark Navy Blue” from May 1<sup>st</sup> to October 31<sup>st</sup> as per the rules and regulations of the Pleasant Township Fire Department.

**ARTICLE 31  
EDUCATIONAL INCENTIVE**

**Section 31.1:** An employee who completes the required course work and receives an Associate’s degree in Emergency Medicine, Fire Science or Public Administration from an accredited university shall be awarded a three (3%) percent increase in his hourly wage.

**Section 31.2:** An employee who completes the required course work and receives a Bachelor of Science degree in Emergency Medicine, Fire Science or Public Administration from an accredited university shall be awarded a six (6%) percent increase in his hourly wage.

**Section 31.3:** The appropriate salary adjustment shall begin on the first (1st) pay period following the employee submitting documentation of his appropriate degree.

**Section 31.4:** An annual incentive in the amount of twelve hundred and fifty (\$1250.00) dollars, less required deductions, shall be paid by separate check, to those employees who are state-certified paramedics as of August 1<sup>st</sup> of each calendar year. This incentive will be paid to qualifying employees on the first pay period in September of each calendar year. Furthermore, if any employee subsequently fails to so qualify for such payment for any reason whatsoever (including, but not limited to, expiration of the employee's state certification, discontinuation of active participation as a paramedic, or otherwise) at anytime during the next twelve (12) month period following August 1 of the calendar year in which the annual incentive was paid, then the employee shall be only be entitled to a prorated portion of the annual incentive, which portion shall be based upon the number of full calendar months during which the employee maintained a state paramedic certification.

**ARTICLE 32  
SERVICE CREDIT COMPENSATION**

**Section 32.1:** The employee shall be entitled to additional compensation based upon years of completed service as follows:

After five (5) years of service----- \$500

Each additional completed year of service shall result in an additional fifty (\$50) dollars in Service Credit Compensation (example: seven [7] years of service would receive six hundred [\$600] dollars).

**Section 32.2:** Service credit shall be paid once each year on the first (1st) pay in June. Payment shall be made in a check separate from the employee’s regular paycheck.

**Section 32.3:** Upon termination or upon resignation from employment with at least fourteen (14) days prior written notice, a prorated share of the annual service credit shall be paid to the employee based upon the number of full calendar months employed during the final year of employment.

**ARTICLE 33  
SEVERABILITY**

**Section 33.1:** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

**ARTICLE 34  
CONTINUANCE OF CURRENT BENEFITS**

**Section 34.1:** Any past benefit that has been continuous, known, uniform and sanctioned by the Township Board of Trustees, but not incorporated in this Agreement, shall not be altered until and unless good faith discussions between the Employer and the Union take place. Any decision by the Employer on any past benefit shall not be subject to arbitration.

**ARTICLE 35  
NEGOTIATION MEETINGS**

**Section 35.1:** The representatives of the Employer and the bargaining unit shall meet at mutually agreeable times for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in a sincere effort to reach mutual understandings and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

**Section 35.2:** The Employer and the bargaining unit shall be represented at all times by a team of representatives not to exceed three (3) members each. No more than two (2) representatives shall be allowed to attend negotiation meetings on duty. All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson who shall have the authority to state and clarify proposals, bind the Union in tentative agreements, and agree to the time for the next meeting.

**Section 35.3:** Upon the request of either party, the meeting shall be recessed to permit the requesting party a period of up to thirty (30) minutes to caucus. If necessary, additional time shall be granted.

**Section 35.4:** Either party may, in addition to its three (3) member team, include professional and/or lay consultants to participate in negotiation meetings. Any expense related to such consultants shall be borne by the party requesting them.

**Section 35.5:** No release of information regarding negotiations shall be made public, unless agreed upon by both parties to do so. Nothing herein shall be construed as an alternate to the dispute resolution procedure contained in the Ohio Revised Code, Section 4117.

**Section 35.6:** All tentative agreements are subject to final ratification by the parties.

## **ARTICLE 36 PROMOTIONS**

**Section 36.1:** Whenever the Employer determines that a permanent vacancy exists in a position above the rank of firefighter, a notice of the vacancy will be posted for a period of no less than ten (10) calendar days. During the posting period, eligible persons may apply for the vacancy by submitting a written application to the Fire Chief.

**Section 36.2:** No person shall be eligible to apply for the position of lieutenant unless such person shall have served a minimum of five (5) years of continuous, full-time service in the rank of firefighter with Pleasant Township Fire Department. No person shall be eligible to apply for the position of captain unless such person has served a minimum of one (1) year of continuous, full-time service in the rank of lieutenant with Pleasant Township Fire Department.

**Section 36.3:** All timely filed applications will be reviewed by the Chief and the Board of Trustees, taking into consideration those factors deemed relevant by the Employer including, without limitation, qualifications, educational and training background, seniority, work record, departmental evaluations, interviews, special skills and examination scores (if any), etc.

**Section 36.4:** In the event there are not at least three qualified employees available for selection who have applied for a lieutenant's position which has been posted in accordance with Section 36.1, the Employer may lower the five (5) year continuous service requirement in order to obtain three (3) qualified candidates for the position. This provision shall not apply to a captain's position.

**Section 36.5:** The Employer may, at its option, establish a promotional list using the same process and factors as outlined above, which list, unless sooner exhausted or terminated by the Employer, would then expire two (2) years from the date it is established.

## **ARTICLE 37 STAFFING**

**Section 37.1:** The Township recognizes the value of the services provided by full-time personnel in the fire and EMS fields. The Township will endeavor to maintain, to the extent practicable, two (2) full-time employees on duty at all times. This, however, shall be subject to budgetary considerations, manpower availability, and other relevant economic and non-economic factors. Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, the final decision on the staffing and levels of manpower shall be left to the sole and absolute discretion of the Employer.

## **ARTICLE 38 LABOR RELATIONS MEETINGS**

**Section 38.1:** The Township and the Union recognizes the benefit of exploration and study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the Township and the Union agree to establish and maintain Labor Relations Meetings to develop approaches and possible solutions to matters of mutual concern. The matters which may be the subject of these discussions are major changes in operations contemplated

by the Township which may affect employees of the bargaining units, contemplated changes in the General orders, contemplated changes in the fire mission, and concerns of the employees relative to equipment, uniforms and the like. By mutual agreement, any relevant topic may be considered at these discussions.

**Section 38.2:** There is hereby established a Labor Relations Committee which shall consist of not more than three (3) persons from each party, with each party naming its own representatives to the Committee. The Committee shall meet at least quarterly upon the call of either party and at such other times as the parties may mutually agree. Persons representing either party who are specialists in a subject matter under discussion may be brought into Committee meetings by agreement of the parties.

**Section 38.3:** The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Union and the Township. Committee recommendations to the Union and the Township are on a confidential basis; likewise, there shall be no publication of the Committee's meeting on any specific subject without advance joint approval of the Union President and the Board of Township Trustees. The Committee shall have no authority to bargain for the Union and the Township or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

## **ARTICLE 39 CONTRACTING OUT**

**Section 39.1:** During the term of this contract, unless there is a ballot initiative to the contrary, Pleasant Township will continue to use full-time and part-time employees of the Township and mutual aid agreements to deliver fire protection and EMS services rather than contracting out these services to private-sector companies.

## **ARTICLE 40 MEMORANDUM OF UNDERSTANDING/AGREEMENTS**

**Section 40.1:** Any memorandum of understanding and agreement between the Pleasant Township Board of Trustees and Pleasant Township Fire Fighters Local # 2937 shall be adopted within this contract.

## **ARTICLE 41 NEW HIRE STEP PAY**

**Section 41.1:** Any newly hired employee meeting minimum requirements of 5 years of continuous full time service with a professional fire department paying into the Ohio Police and Fire Pension System, or has equivalent direct positional experience for the position, will start at Step 1 of the pay scale at the discretion of the board of trustees on a case by case basis.

**Section 41.2:** Any newly hired employee shall have the right to negotiate with the board of trustees to bring accrued sick time from previous employer.

**Section 41.3:** Any newly hired employee may be entitled to accumulate paid vacation leave for previous years paid into the pension system per the Ohio Revised Code.

## **ARTICLE 42 SHARED LEAVE BANK**

**Section 42.1:** Establishment of a shared leave bank. Members may, at their option and on an annual basis, contribute up to, respectively, seventy-two (72) hours of their accrued but unused sick leave. They must have a balance of at least fifteen-hundred (1500) in their sick leave balance to make a donation. The maximum this account can have in it at any time is four-hundred and thirty-two (432) hours. The purpose of the Shared Leave Bank is for any member in the event exhausts all of such members paid leave as a result of a member's personal injury or illness whether or not job related, or family illness or injury or to care for an immediate family member (spouse, child, or parent) with a serious health condition. The Board of Trustees will approve use of this leave on a case by case basis.

**Section 42.2:** Election to contribute. Members desiring to contribute to the bank may do so on a quarterly basis by making a written election during the first fourteen (14) days of each calendar quarter stating the number of hours the member is contributing to the bank for that particular calendar quarter. A member's election to contribute to the bank shall be in writing and provided to the Fire Chief within his fourteen (14) day time period. All elections shall be irrevocable and hours donated to the bank shall not be returned or otherwise re-credited to the member. Members electing to donate leave shall donate a minimum of twenty-four (24) hours with each such election, and retain a sick leave balance of at least fifteen hundred (1500) hours. Donated leave shall be considered sick leave, but shall never be converted into cash.

**Section 42.3:** Use of shared leave. Time contributed to the bank, may be subject to the conditions contained herein and with the approval of the Board, be used by any member who is unable, by virtue of personal injury or illness and whether or not job related, to perform such member's regular assigned duties, provided that the member has exhausted all other forms of paid leave otherwise available to the member. The use of donated leave shall be administered and may be approved on a pay period by pay period basis. Leave accrued by a member while using donated leave shall be used in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of member who receives donated leave during his or her probationary period and such probationary period shall be extended accordingly. Unless otherwise provided by the Board, members using donated leave shall not be considered to be in paid status for purposes of overtime compensation. A member seeking to use the bank shall forward a written request for such use to the Board of Trustees. The Board may require a medical examination(s) and request such other or additional information as it may determine. Upon completion of its review of a member's request, the Board shall notify the member of its decision as to whether or not to grant such request. Any use of the bank so granted by the Board shall be subject to such terms and conditions as the Board may, from time to time and in its sole and absolute discretion, determine. The Board may also cancel a member's use of the bank upon notification to

the member. Any decision made by the Board under this Article or in connection with any request for the use of donated leave shall not be grievable.

**ARTICLE 43  
DURATION OF AGREEMENT**

**Section 40.1:** All of the provisions of this Agreement shall be effective January 1, 2015. This Agreement shall continue in all respects, except where expressly specified herein, until midnight, December 31, 2017.

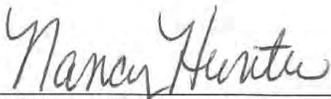
**Section 40.2:** Should this Agreement expire, both parties agree to work under the terms and conditions of the current Agreement until a new agreement is reached.

**Section 40.3:** All benefits and wage increases negotiated under a new agreement shall be retroactive to January 1, 2015.

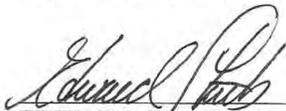
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives on this 22 day of September 2015.

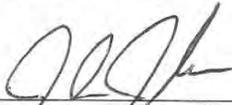
FOR THE TOWNSHIP OF PLEASANT:

FOR THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 2937

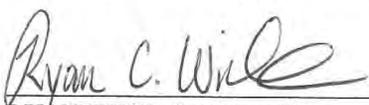
  
\_\_\_\_\_  
NANCY HUNTER, Chairperson

  
\_\_\_\_\_  
JOHN BEARD, President

  
\_\_\_\_\_  
EDWARD SHEETS, Trustee

  
\_\_\_\_\_  
JEREMY JOHNSON, Vice President

  
\_\_\_\_\_  
DALE WORTHINGTON, Trustee

  
\_\_\_\_\_  
RYAN WIHL, Secretary-Treasurer

**APPENDIX A**

**PAYROLL DUES DEDUCTION FORM**

I hereby authorize the Fiscal Officer of Pleasant Township to deduct from my wages regular Union employeeship dues in the amount certified to the Township by the Treasurer of the International Association of Firefighters Local 2937.

I understand the Township will be relieved of making such deduction by my:

- (1) Termination of Employment;
- (2) Transfer to a job other than one covered by a bargaining unit;
- (3) Lay-off from work;
- (4) Unpaid leave of absence;
- (5) Revocation of this authorization; or
- (6) Resignation from the Union.

\_\_\_\_\_  
Signature of the Employee

\_\_\_\_\_  
Date

**APPENDIX B**  
**GRIEVANCE APPEAL**

**STEP 1**

Local: \_\_\_\_\_

Employee's Name: \_\_\_\_\_ Grievance No. \_\_\_\_\_

Grievant

Employee's Classification: \_\_\_\_\_

Date Grievance Filed in Writing: \_\_\_\_\_

Date and Time Incident Occurred: \_\_\_\_\_

Location Where Incident Occurred: \_\_\_\_\_

Description of Incident Giving Rise to Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specific Article(s) and Section(s) of Agreement Violated: \_\_\_\_\_

\_\_\_\_\_

Desired Remedy to Resolve the Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Delivered by Grievant to Unit Officer: Grievant: \_\_\_\_\_

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

Received by: \_\_\_\_\_

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

Unit Officer's Answer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX B (continued)**

**GRIEVANCE APPEAL**

**STEP 2**

Delivered by Grievant to Chief or Designee:

Grievant: \_\_\_\_\_ Date \_\_\_\_\_

Presented: \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_

Received: \_\_\_\_\_

Chief's or Designee's

Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Chief's or Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3**

Delivered by Grievant to Trustees or Designee:

Grievant: \_\_\_\_\_ Date \_\_\_\_\_

Presented: \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_

Received: \_\_\_\_\_

Trustees' or Designee's

Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Chairperson's or Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C  
WAGE SCALE**

The following base annual pay ranges are hereby established as the entire base annual pay plan and rates for the periods set forth below:

- A. Effective January 1, 2015, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period January 1, 2015 through December 31, 2015:

**FIREFIGHTER**

**Starting Salary:**

|          |             |
|----------|-------------|
| Annual   | \$40,434.97 |
| Hourly   | \$14.67     |
| Overtime | \$22.01     |

**Step 1 - Effective the first day commencing after 12 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$53,325.48 |
| Hourly   | \$19.35     |
| Overtime | \$29.02     |

**Step 2 - Effective the first day commencing after 24 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$57,345.38 |
| Hourly   | \$20.81     |
| Overtime | \$31.21     |

**Step 3 - Effective the first day commencing after 36 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$61,206.29 |
| Hourly   | \$22.21     |
| Overtime | \$33.31     |

**LIEUTENANT**

**Starting Salary (10% Above Top Firefighter):**

|          |             |
|----------|-------------|
| Annual   | \$67,326.93 |
| Hourly   | \$24.43     |
| Overtime | \$36.64     |

**Effective the first day commencing after 12 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$68,673.45 |
| Hourly   | \$24.92     |
| Overtime | \$37.38     |

- B. Effective January 1, 2016, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period January 1, 2016 through December 31, 2016:

### **FIREFIGHTER**

**Starting Salary:**

|          |             |
|----------|-------------|
| Annual   | \$41,243.67 |
| Hourly   | \$14.97     |
| Overtime | \$22.46     |

**Step 1 - Effective the first day commencing after 12 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$54,391.99 |
| Hourly   | \$19.74     |
| Overtime | \$29.60     |

**Step 2 - Effective the first day commencing after 24 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$58,492.29 |
| Hourly   | \$21.22     |
| Overtime | \$31.84     |

**Step 3 - Effective the first day commencing after 36 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$62,430.42 |
| Hourly   | \$22.65     |
| Overtime | \$33.98     |

### **LIEUTENANT**

**Starting Salary (10% Above Top Firefighter):**

|          |             |
|----------|-------------|
| Annual   | \$68,673.47 |
| Hourly   | \$24.92     |
| Overtime | \$37.38     |

**Effective the first day commencing after 12 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$70,046.92 |
| Hourly   | \$25.42     |
| Overtime | \$38.12     |

- C. Effective January 1, 2017, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period January 1, 2017 through December 31, 2017:

### **FIREFIGHTER**

**Starting Salary:**

|          |             |
|----------|-------------|
| Annual   | \$42,068.54 |
| Hourly   | \$15.26     |
| Overtime | \$22.90     |

**Step 1 - Effective the first day commencing after 12 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$55,479.83 |
| Hourly   | \$20.13     |
| Overtime | \$30.20     |

**Step 2 - Effective the first day commencing after 24 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$59,662.14 |
| Hourly   | \$21.65     |
| Overtime | \$32.47     |

**Step 3 - Effective the first day commencing after 36 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$63,679.03 |
| Hourly   | \$23.11     |
| Overtime | \$34.66     |

### **LIEUTENANT**

**Starting Salary (10% Above Top Firefighter):**

|          |             |
|----------|-------------|
| Annual   | \$70,046.94 |
| Hourly   | \$25.42     |
| Overtime | \$38.12     |

**Effective the first day commencing after 12 months of continuing active service:**

|          |             |
|----------|-------------|
| Annual   | \$71,447.86 |
| Hourly   | \$25.92     |
| Overtime | \$38.89     |

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN  
THE PLEASANT TOWNSHIP BOARD OF TRUSTEES  
AND  
PLEASANT TOWNSHIP FIREFIGHTERS LOCAL #2937**

This is a Memorandum of Understanding and Agreement (the “Memorandum”) entered into on as of **September 22, 2015**, by and between the Board of Trustees of Pleasant Township, Franklin County, Ohio (the “Township”) and the Pleasant Township IAFF Local #2937 (the “Union”).

**Background**

The Township and Union are parties to a Collective Bargaining Agreement (the “Agreement”). As a result of the conclusion of the collective bargaining negotiations and the resulting Agreement entered into by and between the Township and the Union, the parties desire, by this memorandum, to set forth their full and complete understandings with respect to the handing of the paramedic incentive and the service credit compensation set forth in the Agreement for purposes of computing overtime compensation.

**Agreements and Understanding**

The parties, being in agreement with the background explanation and understandings set forth above, hereby further agree as follows:

1. **Nondiscretionary Bonuses.** The parties agree the paramedic incentive contained in Section 31.4 of Article 31 and the service credit compensation in Article 32 are nondiscretionary bonuses and under the Fair Labor Standards Act, must be included along with other earnings to determine an employee’s regular rate on which overtime pay must be computed. The parties further agree that in the event a Member qualifies for either the service credit compensation or the paramedic incentive the appropriate amount will be added to the Member’s regular rate of pay for purposes of computing overtime.

2. **Calculation.** The parties agree that since there are some conditions on receiving the bonuses (i.e. for example, employment with the Township on the Member’s anniversary date prior to June 1 of each calendar year after 5 years of service), the bonuses may be disregarded, temporarily for overtime purposes. The parties further agree that once a bonus has been paid, the Township will apportion the bonus over the work weeks of the period during which the bonus was earned by the employee. Members will then receive an additional amount of compensation for each workweek that the Member worked overtime. This is determined by dividing the bonus

amount by the hours of work during the time period and multiplying the average hourly bonus amount by one-half times the employee's overtime hours during the time period. The parties acknowledge that the following formula will be used:

- a. Divide the amount of the bonus by 2,756 hours (i.e. the hours the employee is anticipated to have been schedule to work during the prior year) and obtain average hourly amount.

$$\text{Amount of bonus}/2,756 = \$.00 \text{ (average hourly rate)}$$

- b. Multiply the numbers of overtime hours worked in the year by the average hourly rate amount divided by half-time to obtain the amount of compensation due.

$$\text{Number of overtime hours} \times (\$.00 \div 2) = \text{total compensation due.}$$

The parties further understand and acknowledge that the period during which the paramedic incentive would be earned is the entire year, from August 1 through July 31 of the preceding year, prior to the payment. The period during which the service credit compensation would be earned is the entire year, from June 1 through May 31 of the preceding year, prior to the payment.

**3. Example Calculations.** Based upon the above understandings and agreements, by way of illustration, assume that a firefighter has been employed with the Township for 5 years with anniversary date of April 1. Effective January 1, 2012, that firefighter is earning \$57,114.73 in annual wages. That same firefighter would also be entitled to receive a \$500.00 service credit bonus based on his fifth year anniversary date which occurs before June 1, 2012. According to the Agreement that payment to the firefighter occurs on June 1, 2012. At the next pay period, the Township would apportion the service bonus over the work weeks of the period in which the bonus was earned. In this case, it would be June 1, 2011 through May 31, 2012. In order to calculate the amount owed, the Township would use the following formula:

- c. Divide amount of bonus by 2,756 (i.e. the hours the employee is anticipated to have been scheduled to work during prior year).

$$2,756 \text{ hours}/\$500.00 = \$0.18$$

- d. Assume that in the past year (June 1, 2011 – May 31, 2012) the employee worked 80 hours of overtime.

$$80 \text{ OT hours} \times (\$0.18 \div 2) = \$7.20$$

The firefighter receives an additional \$7.20 in overtime compensation for the prior year based upon the service credit bonus. The additional amount of overtime compensation for the 80 hours is only equal to one-half of the hourly rate of pay allocable to the bonus multiplied by the number of overtime hours worked.

To further illustrate, that firefighter also is entitled to receive a \$1,250.00 paramedic incentive on September 1, 2015 provided the firefighter maintained his State of Ohio paramedic certification for the preceding 12 month period. At the next pay period, the Township would need to apportion the paramedic incentive over the work weeks of the period in which the bonus was earned. In this case, it would be August 1, 2011 through July 31, 2012. In order to calculate the amount owed, the Township would use the following formula:

- a. Divide amount of bonus by 2,756 (i.e. the hours the employee is anticipated to have been scheduled to work during prior year).

$$2,756 \text{ hours} / \$1,250.00 = \$0.45$$

- b. Assume that in the past year (August 1, 2011 – July 31, 2012) the employee worked 80 hours of overtime.

$$80 \text{ OT hours} \times (\$0.45 \div 2) = \$18.00$$

The firefighter receives an additional \$18.00 in overtime compensation for the prior year based upon the paramedic incentive. The additional amount of overtime compensation for the 80 hours is only equal to one-half of the hourly rate of pay allocable to the bonus multiplied by the number of overtime hours worked.

And the paramedic incentive in September of 2013

**4. Effective Date.** This Memorandum shall be effective on the date enter into above and the Township shall, commencing with the payment of the service credit compensation in June of 2013 and the paramedic incentive in September of 2013, add the appropriate amount of such bonuses, if any, to the Member's regular rate of pay for purposes of computing overtime as set forth in this Memorandum.

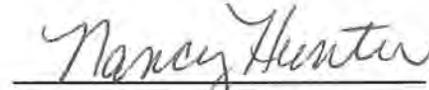
IN TESTIMONY WHEREOF, the authorized representatives of the parties have signed this Memorandum on or as of the date first stated above.

**FOR THE UNION:**

A handwritten signature in blue ink that reads "John Beard". The signature is written in a cursive style with a large, sweeping flourish at the end.

John Beard, President,  
IAFF Local #2937

**FOR THE TOWNSHIP:**

A handwritten signature in blue ink that reads "Nancy Hunter". The signature is written in a cursive style with a large, sweeping flourish at the end.

Nancy Hunter, Chairperson  
Pleasant Township Board of Trustees

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN  
THE PLEASANT TOWNSHIP BOARD OF TRUSTEES  
AND  
PLEASANT TOWNSHIP FIREFIGHTERS LOCAL #2937**

This is a Memorandum of Understanding and Agreement (the "Memorandum") entered into on as of **September 22, 2015**, by and between the Board of Trustees of Pleasant Township, Franklin County, Ohio (the "Township") and the Pleasant Township IAFF Local #2937 (the "Union").

**Background**

The Township and Union are parties to a Collective Bargaining Agreement (the "Agreement"). As a result of the conclusion of the collective bargaining negotiations and the resulting Agreement entered into by and between the Township and the Union, the parties desire, by this memorandum, to set forth their full and complete understandings with respect to the handing of the Jury Duty and Military Leave.

**Agreements and Understanding**

The parties, being in agreement with the background explanation and understandings set forth above, hereby further agree as follows:

**1. Jury Duty Leave.** A Member, while serving upon a jury in any court of record, will be paid such Member's regular salary for the time actually served. Time so served shall be deemed active and continuous service for all purposes.

**2. Military Leave.** Except as may otherwise be specifically provided herein, a Member may be granted a leave of absence without pay to be inducted or otherwise enter military duty. Upon separation or discharge from military duty under honorable conditions, such Member shall be entitled to those rights and privileges, and subject to those conditions, provided in Ohio Revised Code Section 5903.02, or any future statute of like tenor and effect. Members in a probationary period may be granted such leave; provided, however, that if such probationary Member returns to the Township service, then such Member shall serve in a probationary status for that period of time remaining in the Member's initial probationary period.

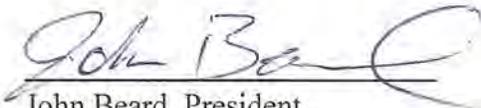
A Member who as a Member of the Ohio National Guard, the Ohio Defense Corp, the Ohio Naval Militia, or as a Reserve Member of the Armed Forces of the United States, is called upon to receive temporary military or active duty shall, in accordance with and subject to the provisions of Ohio Revised Code Section 5923.05, be entitled to a temporary leave of absence with pay not to exceed thirty-one (31) calendar days during any one (1) calendar year, provided, however, that the maximum amount of paid military leave not to exceed one hundred seventy

six (176) hours (40 hour personnel) or four hundred and eight (408) hours (56 hour personnel) in any one (1) calendar year; and further provided that such Member provides the Fire Chief with written verification of the dates of departure and return at least sixty (60) days prior to such departure or, in the event sixty (60) days' notice cannot be given, twenty-four (24) hours after Member receives notice of such Member's training or duty, and evidence of satisfactory completion of such training upon such return, at which time, the Member will be restored to Member's previous or similar position with the same status, pay and seniority.

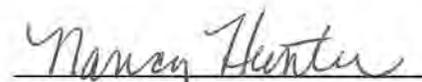
3. **Effective date.** This Memorandum shall be effective on January 1, 2015.

**IN TESTIMONY WHEREOF**, the authorized representatives of the parties have signed this Memorandum on or as of the date first stated above.

**FOR THE UNION:**

  
John Beard, President,  
IAFF Local #2937

**FOR THE TOWNSHIP:**

  
Nancy Hunter, Chairperson  
Pleasant Township Board of Trustees

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN  
THE PLEASANT TOWNSHIP BOARD OF TRUSTEES  
AND  
PLEASANT TOWNSHIP FIREFIGHTERS LOCAL #2937**

This is a Memorandum of Understanding and Agreement (the "Memorandum") entered into on as of **September 22, 2015**, by and between the Board of Trustees of Pleasant Township, Franklin County, Ohio (the "Township") and the Pleasant Township IAFF Local #2937 (the "Union").

**Background**

The Township and Union are parties to a Collective Bargaining Agreement (the "Agreement"). As a result of the conclusion of the collective bargaining negotiations and the resulting Agreement entered into by and between the Township and the Union, the parties desire, by this memorandum, to set forth their full and complete understandings with respect to the handling of the Health Insurance Opt-Out.

**Agreements and Understanding**

The parties, being in agreement with the background explanation and understandings set forth above, hereby further agree as follows:

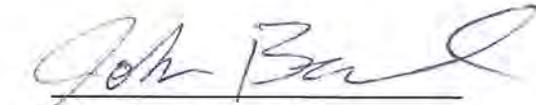
**1. HEALTH INSURANCE OPT-OUT.** Pursuant to the cafeteria plan adopted by the Township pursuant to section 125 of the Internal Revenue Code, in the event that a Member (on behalf of both the Member and, if applicable, all eligible dependents) elects not to receive the health care insurance offered by the Township because the Member has health insurance coverage from another source, the Member may elect to receive a monthly cash payment equal to twenty-five percent (25%) not to exceed \$100.00 for Single Coverage and \$250.00 for Family Coverage of the cost of premiums that would, otherwise, be paid by the Township for benefits for the Member under the current health-insurance plan and/or policy presently being offered by the Township. All Members electing to receive a cash payment in lieu of health insurance shall comply with all the terms and conditions of any cafeteria plan and applicable resolutions adopted by the Township in order to be eligible for participation. In no event shall any payment to a Member pursuant to this Article exceed twenty-five percent of the costs of premiums (on behalf of both the Member and, if applicable, all eligible dependents) that would otherwise be paid by the Township for a Member under an offered policy, plan or contract. No cash payment in lieu of health insurance shall be made unless the Member signs a statement affirming that the Member is covered under another health insurance policy, contract or plan. The Member shall also provide to the Township the name of the employer that sponsors the coverage, the name of the insurance carrier that provides the coverage, an identifying number of the applicable policy, plan or contract and any other information that the Township reasonably determines is relevant. In the

event this type of plan is determined to violate the Affordable Health Care Act by the Internal Revenue Service (or other agency or court having proper jurisdiction), the Township shall not be obligated to provide such an arrangement or reimbursement to a member: however, should this arrangement be ended during the term of this Agreement, the Union shall have the option to request mid-term bargaining to address the loss of the benefit provided herein.

2. **Effective date.** This Memorandum shall be effective on the date noted above.

**IN TESTIMONY WHEREOF**, the authorized representatives of the parties have signed this Memorandum on or as of the date first stated above.

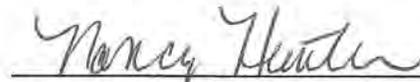
**FOR THE UNION:**



---

John Beard, President,  
IAFF Local #2937

**FOR THE TOWNSHIP:**



---

Nancy Hunter, Chairperson  
Pleasant Township Board of Trustees