

First Reading: March 19, 2024  
Second Reading: Dispensed

**RESOLUTION NO. 2024 - 025**

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION LOCAL 3907  
AND DISPENSING WITH A SECOND READING**

**WHEREAS**, the Board of Township Trustees (the “Board”) has negotiated a contract with the International Association of Fire Fighters Union Local 3907 (the “Union”) which represents the full-time non-management employees of the Sycamore Township Fire Department; and

**WHEREAS**, the Board desires to authorize the execution of the contract with the Union;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Sycamore Township, State of Ohio that:

**SECTION 1.** The attached contract between the Board and the Union is hereby approved, and the President of the Board and the Fiscal Officer or the Township Administrator are hereby authorized and directed to execute the contract on behalf of Sycamore Township.

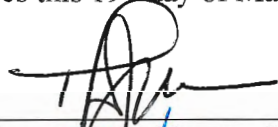
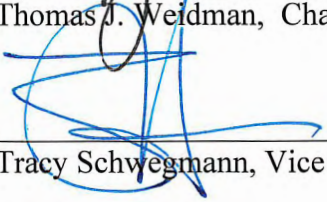
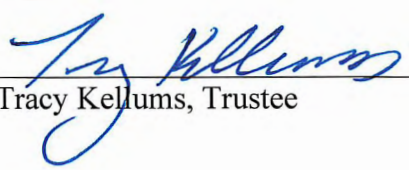
**SECTION 2.** The Trustees of Sycamore Township, upon at least a majority vote, dispense with any requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 3.** Upon the unanimous vote of the Board of Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township and shall take effect immediately. The reason for the emergency is to provide for the timely adoption of the collective bargaining agreement.

**VOTE RECORD:**

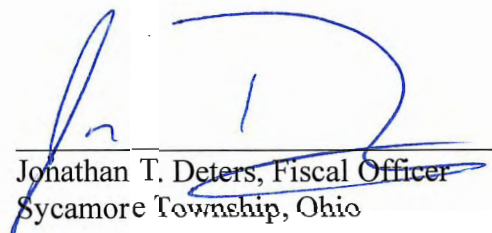
Mr. Kellums Aye      Ms. Schwegmann Aye      Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 19<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Thomas J. Weidman, Chairman  
\_\_\_\_\_  
Tracy Schwegmann, Vice Chairman  
\_\_\_\_\_  
Tracy Kellums, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, this 19<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Jonathan T. Deters, Fiscal Officer  
Sycamore Township, Ohio

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lawrence E. Barbieri, Law Director

# COLLECTIVE BARGAINING AGREEMENT

Between

SYCAMORE TOWNSHIP, OHIO

And

SYCAMORE TOWNSHIP PROFESSIONAL FIRE  
FIGHTERS IAFF 3907

January 1, 2024  
Through  
December 19, 2026

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## **ARTICLE 1: RECOGNITION**

The Township hereby recognizes the Union as the sole and exclusive representative and collective bargaining agent for all full-time firefighter employees as certified in SERB Case No. 99-REP-01-00006. The Township recognizes the right of the employees covered by this Agreement to elect representatives to represent the bargaining unit for the Association

## **ARTICLE 2: UNION DUES**

### **Section 1: Union Dues**

Upon the written authorization of the employee, the Township agrees to deduct each pay period from the wages of each employee a specific amount for membership dues, initiation fees, and assessments. This shall be in effect until the employee revokes the authorization by written notice to the Fiscal Officer or until the employee's employment by the Township is terminated. Any money so deducted shall be remitted monthly to the Union with a listing of the employees for whom deductions were made and the amount remitted for each such employee. If an employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that period.

### **Section 2: Indemnification**

The Union hereby indemnifies and holds the Township and/or the Fiscal Officer of the Township harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).



## **ARTICLE 3: NON-DISCRIMINATION**

### **Section 1:**

There shall be no discrimination, interference, restraint, coercion, or reprisals against any employee because of Union membership, or non-membership or participation or non-participation in any lawful activity on behalf of the Union.

### **Section 2:**

The Union shall not discriminate against, interfere with, restrain, coerce, retaliate against or intimidate any employee of the Township because of their race, creed, color, national origin, age, gender, sex, part-time status, or non-membership or non-participation in the Union or its activities. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

## **ARTICLE 4: NO STRIKE/NO LOCKOUT**

### **Section 1:**

During the life of this Agreement, or any extensions hereof, the Union, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice or economic), slowdowns, walkouts, refusals to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the Township. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date, or dates, when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

### **Section 2:**

In the event any employee covered hereunder is engaged in any violation of Section 1, above, the Union shall, upon notification by management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 1. The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way,

directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike or other activity in violation of this Article.

**Section 3:**

Any strike or any other prohibited activity of the employees entered into or called for by the Union shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

**ARTICLE 5: MANAGEMENT RIGHTS**

**Section 1:**

The Union recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the lawful Resolutions of the Sycamore Township. Further, all rights which ordinarily vest in and are exercised by employees except as specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

**A.** The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

**B.** The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; and to determine the amount of staff and supervision necessary, work schedules, and the method or process by which work is performed.

**C.** Excluding emergency services and bargaining unit employees, the right to contract, subcontract and purchase any or all work, processes, services, the construction of new facilities or the improvement of existing facilities.

**D.** The right to adopt, revise and enforce work rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications.

**E.** The right to determine, through investigation or otherwise, facts which are the bases of management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Sycamore Township and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, re determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Sycamore Township; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Fire Department of Sycamore Township, Ohio, subject to the terms of this Agreement; provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any article or specific term of this Agreement.

## **Section 2:**

The parties further agree that the management rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference and that the recitation of the above management rights herein does not make them subject to bargaining in the future. Nothing in this Article shall abrogate rights otherwise obtained through negotiations as expressly set forth in this Agreement.

## **ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1: Definition of a Grievance**

A grievance is a difference or dispute between the parties or an employee concerning the application, meaning or interpretation of the express terms of this Agreement, unless otherwise specifically excluded.

### **Section 2: Applicability**

**A.** A grievance may be brought by the Union on behalf of any member or in its own name where a group of bargaining unit members is affected. The grievance shall be dated and signed by the employee or, where a group of employees are involved, by a Union Representative. The grievance shall set forth the facts which are the basis for the grievance, the article(s) of the Agreement allegedly violated, and the remedy sought.

**B.** A grievance may be brought by the Township. The grievance shall be dated and signed by a representative of the Township. It shall set forth the facts which are the basis for the grievance, the Articles of the Agreement allegedly violated, and the remedy sought. A Township generated grievance shall be delivered to an officer or a representative of the Sycamore Township Firefighters Union with five (5) business days of the date on which the grievance arose or on which the Township became aware of the grievance. The Township and the Union shall meet as soon as possible and attempt to resolve the grievance. If the grievance cannot be resolved, the Township may process the grievance directly to the Arbitration procedure (Step 4) set forth in this Article.

**C.** This Procedure constitutes the sole recourse by an employee with respect to disciplinary actions taken by the Township, including removals. Accordingly, this procedure constitutes a procedure for removal "as otherwise provided for" within the meaning of Ohio Revised Code Chapters 505 and 733 and provides sufficient due process to bargaining unit employees.

D. All disciplinary action shall be subject to this Grievance/Arbitration Procedure, except verbal counseling and verbal reprimands. Disciplinary discharges and layoffs shall be processed directly to Steps 3 and 4 of this Procedure.

### **Section 3: Employee Rights**

In all grievance proceedings, the employee has the right to represent himself or to be represented by a Union representative or Union legal counsel.

### **Section 4 Definition of a Business Day:**

A "business day" shall be defined as Monday through Friday, excluding holidays, or any day that the Township Administration Building is closed for normal business.

### **Section 5 Timeliness:**

If any employee, the Union, or the Township does not comply with the time limits set forth herein for the filing or processing of a grievance, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration by the same Grievant or be made the basis for any action under this Agreement or otherwise. If the Fire Chief, Township Administrator, or Board of Trustees do not answer a grievance within the time limits set forth herein, the grievance will be considered as denied and processed to the next step in this Procedure. The parties may extend any of the time limits set forth in this procedure by mutual written agreement.

### **Section 6 Grievance Steps:**

The following steps shall be followed with regard to all grievances unless otherwise specifically provided for in this Article.

**Step 1:** The aggrieved employee or his representative shall orally present a written grievance to the Chief within 10 Calendar days of the date on which the grievance arose. The Chief shall render a written decision within five (5) business days from the date on which the grievance was submitted, and present same to the aggrieved employee or his representative.

**Step 2:** If the grievance is not resolved to the satisfaction of the Association in Step 1, the Union within 10 Calendar days from the receipt of the written response of the Chief may appeal the grievance to the Administrator. The

Administrator may, within 10 Calendar days from the receipt of the grievance, call a meeting to include the Supervisor and the Chief, the aggrieved party and, if requested, his Union representative or Association legal counsel. The Administrator will preside over the meeting. The purpose of the meeting is to discuss all pertinent facts and positions of the parties. The Administrator shall then render a written decision within 10 Calendar days from the completion of the hearing.

**Step 3:** If the grievance is not resolved to the satisfaction of the Association in Step 2, the Union within 10 calendar days from the receipt of the response to the grievance may appeal the grievance to the Township Board of Trustees for determination. Upon notification by the Union, the Township Fiscal Officer shall submit to the Board of Trustees at regular scheduled meeting copies of all written material filed with the Fiscal Officer. The Board of Trustees, in executive session, shall hear and consider the grievance within thirty (30) business days after receiving the written material. This hearing is informal and will not involve calling and cross-examining witnesses. A written decision will be issued within ten (10) business days after the grievance is heard.

**Step 4:** If a grievance is not resolved to the satisfaction of the Union at Step 3, it may be submitted to arbitration upon written request of the Sycamore Township Firefighters Union. The Union shall notify the Township of its intent to seek arbitration within 10 Calendar days of its receipt of the Step 3 answer. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the 10 Calendar day period described above shall be deemed settled on the basis of the last answer by the Township or its representative(s).

**A.** The arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are residents from FMCS Area #16 (Southwest Ohio). The parties shall alternately strike the name of the arbitrators until only one name remains.

Either party may once reject the list prior to said striking and request from FMCS another list of nine (9) until a mutually agreeable arbitrator is selected. The

parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

**B.** If either party challenges the arbitrability of a grievance it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first and only question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines by written opinion the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator in a subsequent hearing.

**C.** The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles of the Agreement. In no way may the arbitrator add to, subtract from, alter, change, modify or amend this Agreement, or substitute his judgment for that of management in cases where management is given discretion by this Agreement.

**D.** The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) calendar days of the conclusion of testimony and arguments and submission of final briefs. The fees and costs for the services of the arbitrator, the cost of obtaining additional evidence at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the parties.

**E.** The fees and costs, if any, of any witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts.

## **ARTICLE 7: UNION BULLETIN BOARDS**

A bulletin board will be made available by the Township in each fire house for the posting of Union notices. Notices posted on such bulletin boards shall be confined to notices of Union meetings, notices of Union elections and the results of such elections, notices of Union recreational and social affairs, and notices of bona fide Union activity

(e.g., cooperatives, credit union, workers' compensation information, etc.) or any other information approved by the Township prior to posting. Except as expressly provided above, there shall be no distribution or posting by the Union or any Employee of any kind of printed or written material on Township property or during the work time of an Employee. Subject to the foregoing, the Township may also make available to the Union an electronic bulletin board.

## **ARTICLE 8: COMPLIANCE WITH LAW**

It is understood that the Township is subject to certain state and federal employment laws, including the Americans with Disabilities Act and The Family and Medical Leave Act, and that the Township may implement and enforce policies and procedures and otherwise take action to comply with all applicable laws.

## **ARTICLE 9: PROBATIONARY EMPLOYEES**

### **Section 1: New Employee**

Each new or rehired employee after the date of this Agreement shall be required to serve a probationary period of twelve (12) months, except the probationary period may be extended for an additional twelve (12) month period in the sole discretion of the Township. A probationary employee may be discharged for any reason or no reason during the period of probation, in the sole discretion of the Township, and such discharge is not subject to the Grievance and Arbitration Procedure set forth herein.

### **Section 2: Promoted Employees**

A newly promoted Employee shall be required to successfully complete a six (6) month (i.e. 180 day) promotional probationary period in the Employee's newly appointed position. The probationary period for a newly promoted Employee shall begin on the effective date of the promotion. If at any point during this time is deemed unsatisfactory, the Employee subject to the promotional probationary period may, at the Township's option, be returned to the Employee's former rank and salary with full credit for service



during the promotional probationary period. If so returned, the Employee shall have no recourse to the Grievance and Arbitration Procedure, nor may the Employee otherwise appeal such return.

### **Section 3: Promotional Eligibility**

In order to participate in a promotional process, an employee must have completed their probationary period plus 24 consecutive months as a fulltime firefighter with Sycamore Twp. In addition to their probationary period, prior to the date of the announcement of the promotional process.

If a member does not have the following classes or certifications completed upon being promoted to the next rank they shall have two years from the initial date of promotion to complete and pass them.

#### **Lieutenant:**

Fire Officer 1 and 2 or equivalent

Maintain either an Ohio Fire or Ems Instructor Card

Maintain Ohio Fire Inspector Card

Completion of NIMS-ICS 300 (Paid for by the department with no deduction to Tuition assistance)

Completion of NIMS-ICS 400 (Paid for by the department with no deduction to Tuition assistance)

#### **Captain:**

Fire Officer 3 or equivalent

Maintain either Ohio Fire or Ems Instructor Card

Maintain Ohio Fire Inspector Card

100 total additional hours of documented professional development

Completion of NIMS-ICS 300 (Paid for by the department with no deduction to Tuition assistance)

Completion of NIMS-ICS 400 (Paid for by the department with no deduction to Tuition assistance)

The possession of an applicable Associate's or Bachelor's Degree in fire, ems or emergency management shall suffice for the 100 additional hours of professional development for Captain. Proof of completion for all requirements, in the form of a certificate or other documentation that contain the course title and continuing education hours, must be turned in along with a letter of intent upon the posting of the promotional opportunity.

Notification of a promotional test shall be posted 30 days prior to the examination.

## **ARTICLE 10: SENIORITY**

### **Section 1:**

Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a full-time Employee in the service of the Sycamore Township Fire Department. Where wages, benefits, or other terms and conditions of employment set forth in this Agreement are based on length of service, length of service shall be determined by the seniority date of the Employee as defined herein.

### **Section 2:**

An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day worked as a full-time Employee in the service of the Sycamore Township Fire Department. If two Employees have the same seniority date, then alphabetical order of last name shall govern.

## **ARTICLE 11: LAYOFF AND RECALL**

### **Section 1:**

Department-wide seniority shall govern in all cases of layoff and recall. Thus, Employees last hired shall be the first employees laid off, provided senior Employees are qualified to perform the work. Employees shall be recalled to their full-time positions in reverse order to that in which they were laid off before new Employees are hired, provided they are qualified to do the work. When the Township reduces the workforce in the Department, all affected Employees shall have the right to bump to other positions, provided they have the seniority and are qualified to perform the work. All part time Employees shall be laid off prior to full time Employees being laid off.

### **Section 2: Demotion/Recall**

Promotional seniority shall govern in all cases of bargaining unit member's demotion and recall. Thus, Employees last promoted shall be the first employees demoted. Employees shall be recalled in reverse order to a promoted bargaining unit position from which they were demoted before any other Employees are promoted.

### **Section 3: Training Layoff**

Any employee who is laid off shall be permitted to attend Sycamore Township sponsored Fire department training at no cost.

## **ARTICLE 12: DISCIPLINARY PROCEDURE**

### **Section 1:**

In the exercise of its rights, the Township agrees that no non-probationary Employee will be disciplined without just cause. It is intended that a non-probationary Employee remain on the job until a management review meeting is held promptly with the Fire Chief or his designee to review the circumstances of the case, unless it is determined that such retention on the job could be detrimental to the Township or others. During the disciplinary process, any Employee desiring Union representation shall be entitled to such upon request. At the management review meeting, the Employee shall be advised of the charges against him and be given an opportunity to present information on his behalf.

Thereafter, the Employee will be advised of the disciplinary action, if any, taken. The Township must act upon an alleged act of misconduct within ten (10) business days of the date on which its investigation is complete.

**Section 2:**

It is understood that prior disciplinary action against an Employee will not be considered by the Township if the disciplinary action occurred two (2) or more years prior to the date of the event under review.

All counseling and disciplinary records shall be removed from personnel files per the schedule below:

- A. Verbal and Written Counseling: Three (3) years from the effective date;
- B. Written Reprimands: Three (3) years from the effective date provided no other written reprimand has occurred during the previous three (3) year period;
- C. Suspensions: Five (5) years from the effective date provided no other written reprimand or suspension has occurred during the previous five (5) year period.

**Section 3:**

Any employee that is requested to make a statement by the Township or its designee must be given up to 48 hours after receipt of the documents to review any and all witness statements, citizen or other complaints against the employee, allegations made against him or her and must include, any and all video or other recordings obtained during the investigation, or any other documentation involving the incident or allegation prior to the verbal or written statement. An extension of time to review the evidence may be granted at the discretion of the Fire Chief.

**Section 4:**

Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

## **ARTICLE 13: HOURS OF WORK**

**Section 1:**

The workday normally consists of those shifts identified in Section 2 below. However, the Township shall establish and have the sole right to change the starting and quitting times and the schedule of work, including breaks, for each Employee and for departmental operations, provided, however, the Township shall first notify the Union forty-five (45) days in advance and provide the Union with an opportunity to discuss the

change prior to implementation. The Township agrees that once a schedule change is to be implemented; employees affected by this schedule change shall have forty-five (45) days advance notice as to what shift the employee will be assigned to, as well as the shift start date. The Township and the union agree that August 19<sup>th</sup> 2012 shall be the implementation of the new 24/48 (48hr) work schedule.

## **Section 2: Hour Reduction Days**

The Township agrees to adhere to the following schedule:

The 24/48 work schedule begins on Sunday at 0600 hours and ends on Sunday at 0600 hours. This 24/48 schedule consists of 24 hours worked followed by 48 hours off. This schedule includes an employee picked hour reduction day every 21 days. Hour reduction days will be picked based on assigned shift seniority. Members shall pick any desired day they choose subject to the following: No more than two members can pick the same hour reduction day and no two shift officers can pick the same day. In the event daily staffing on each unit reaches fifteen or more total bargaining unit members (without considering Hour Reduction Days, sick leave, vacation, or other absences), up to three members can pick the same hour reduction day on Monday, Tuesday, Wednesday, Thursday. No more than two members can pick the same hour reduction day on a Friday, Saturday, or Sunday even if staffing reaches fifteen or more bargaining unit members. For members hired after January 1, 2021 every day of the week must have an hour reduction day filled before a second hour reduction day may be chosen. Every day of the week must have two-hour reduction days filled before a third hour reduction day may be chosen Monday, Tuesday, Wednesday, or Thursday. In the event there are three officers assigned to a shift, two officers can pick the same day.

Probationary Employees shall not pick an hour reduction day that is already picked. If all days are picked it shall be at the Chiefs discretion as to which day the probationary employee gets.

Employees switching shifts voluntarily cannot bump a less senior person for their day until it comes time to re pick hour reduction days. Hour reduction days shall be picked on a yearly basis no later than November 1<sup>st</sup> of the year prior.

If an employee is transferred shifts by the administration that member shall maintain their current hour reduction day until it is time to re pick hour reduction days.

Once a member picks their hour reduction day it cannot be changed unless agreed

upon by that member. Members can trade their hour reduction day with another member if they so choose. In any event, the Employee will average forty-eight (48) hours per week during the calendar.

**Section 3: Permitted Extra Hours**

Employees shall have the opportunity to voluntarily work 24 additional hours anywhere within each of the 28-day FLSA cycles, beyond the opportunities where notification of overtime is sent out 6 days in advance. Shifts can be picked up one FLSA cycle prior to the FLSA cycle to be worked.

**ARTICLE 14: WAGES AND OTHER COMPENSATION**

**Section 1:**

Wage increases under this Agreement shall be effective on the dates listed:

<b>December 24<sup>th</sup> , 2023</b>	<b>(4.5%)</b>
<b>December 22<sup>nd</sup>, 2024</b>	<b>(3.5%)</b>
<b>December 21<sup>st</sup>, 2025</b>	<b>(3.5%)</b>

Solely for the purpose of determining years of service in the position under this Article 14, Section 1, January 1 of the calendar year in which the Employee's seniority commenced shall govern. A schedule of the wage increases is established in Appendix A. All fire department employees shall be paid bi-weekly.

Annual salary step-up pay in the classification of Fire Fighter/Medic shall become effective no later than January 1 of the year following the employees' date of hire each year until that member is at the top step.

The Chief, in his/her sole discretion, will determine the step at which a lateral entry will begin. No lateral entry may begin higher than the third step. Those hired under the lateral entry will advance to the next succeeding step on their anniversary dates of hire.

The wage scale for 2024-2026 is listed in Appendix A.

**Section 2: Call-In Pay:**

Any bargaining unit member called into work at a time outside his regularly scheduled shift shall be paid the greater of actual time worked or a minimum of two (2) hours pay.

**Section 3: Court Time:**

Time off with pay shall be granted to Employees who are required to attend any court of record as a witness for the Township in a civil or criminal matter. The Employee must sign over to the Township all witness fees received for witness service.

**Section 4: Trading of Tours:**

The Employer will permit trades under circumstances where there is no decrease in skill and efficiency on the affected shifts. Trades will not have an effect on the amount of hours worked for purposes of overtime calculation. Employees desiring to trade will send an e-mail to all affected shift officers and the Chief. The purpose of the e-mail is to insure that participating Employees and their supervisors know who is responsible to report for work. Trades must be voluntarily entered into, for the convenience of the Employees, approved in advance. Once a trade is made it is the responsibility of the person accepting the trade to find coverage if said person can no longer fulfill the trade. If for any reason there is a need for that member to call off on the day the trade is supposed to be paid back that person will have their sick bank charged. Disputes between Employees concerning trades are not subject to the Grievance and Arbitration Procedure; IAFF Local 3907 shall indemnify and hold forever harmless the Township from any disputes, damages, or action taken to comply with the above.

**Section 5: Overtime:**

As long as the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, are applicable to local government fire employees, the Township shall pay overtime in accordance with existing rules and regulations established there under, and according to the following paragraphs.

A work period of twenty-eight (28) days is hereby adopted pursuant to Section 207 (k) of the Fair Labor Standards Act. Each employee is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in the Wage Article of this Agreement. The parties recognize that hours of work under the normal tours of duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the employee is called

upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time method of calculating overtime compensation, for each 28-day work period, in accordance with 29 CFR 778.114, shall be used and paid to each employee, if applicable.

#### **Section 6: Filling of Overtime:**

When staffing falls below minimum staffing levels 6 days or less prior to the opening that shift shall be offered to bargaining unit members first.

Upon the realization that OT is needed it shall be paged out and members shall have approximately 1 hour to call in. After that 1 hr the member who called in to work with the least amount of hours shall be awarded the 12 hr shift of their choice. If the opening is for 24 hrs the person with the second least amount of hours shall receive the other 12 hours. Once overtime has been awarded it cannot be rescinded.

If staffing is going to drop below minimum for more than three hours it shall be paged out for a 6-hour cover. If it is going to drop below minimum for more than 6 hours it shall be paged out for a 12-hour cover.

If there is an immediate need to fill a shift with OT that shift shall be filled on a first come basis due to the importance for adequate staffing.

#### **Section 7: Overtime List:**

Management will maintain a rotating extra time list based on hours worked. Such list shall be based upon length of full-time service with Sycamore Township Fire Department. This list will renew/reset based upon seniority at 0600 hours on January 1 of every year. Should seniority be equal between employees, then those employees shall be listed in alphabetical order based on last name.

Extra time shall be based on hours worked. The person who has worked the fewest hours will receive the shift. Should hours between employees be equal and those employees put in to work an extra shift then the employee who received extra time the furthest calendar distance away shall receive the shift.

When a new career member is hired after the first of the year they will initially be given the highest number of hours currently held by a member and will start at the bottom of the extra time list.



Time on the extra time list shall be credited for all hours paid at your applicable rate. Examples are shift work and training.

If a member receives overtime and does not work the overtime for any reason those hours will still be counted towards the overtime list.

Career members will be offered extra time / overtime first. If the shift is not filled within 24 hours of being paged out part time employees can be offered the extra time/ over time. Such time shall be marked on the schedule as part time OT.

#### **Section 8: Working Out Of Classification:**

Employees at the rank of Firefighter who are designated as Officer in Charge by the Fire Chief or his designee or members working out of classification for longer than 4 hours shall be paid \$2.00 an hour above their current rate of pay. If a member is working out of classification for longer than 4 hours, they shall be paid for the entire time they were working out of classification. A list will be maintained for unit based on seniority that will be the list from which to designate the OIC for that unit, except a firefighter who is not qualified to serve as OIC may be excluded from the list. The list will be rotated on a monthly basis. An employee who is deemed unqualified to serve as OIC may request the basis for the determination and will be provided additional, non-remedial training to achieve such qualifications. Effective January 2018, in order to be eligible for OIC, employees must have three (3)-years fulltime departmental seniority, provided that the Fire Chief or his designee can use such employees to avoid overtime or exigent circumstances. The parties agree that the administration of the OIC rotation list and determination of issues pertaining to qualifications are not subject to the grievance and arbitration process.

## **ARTICLE 15: HOLIDAYS**

### **Section 1: Defined Holidays:**

The following holidays shall be observed during the term of this Agreement:

New Year's Day	Columbus Day/Indigenous Peoples Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	
Juneteenth	Day after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas Day

### **Section 2: Holiday Pay:**

An Employee who works on an observed holiday (during non-overtime hours) will be paid at a rate of two times his/her regular rate of pay for all hours worked on that holiday.

## **ARTICLE 16: VACATIONS**

### **Section 1: Accrual**

Beginning January 1<sup>st</sup> 2018, upon being hired, newly hired Employees shall be credited vacation as follow: 1) all prior part-time service with Sycamore Township Fire Department credited as one year of vacation accrual for one year of service. One year of service credit shall be defined as an employee working a minimum of 750 hrs in a year at Sycamore Township or 2) all prior full-time service with a fire department other than Sycamore Township credited as one year of vacation accrual service-credit for every annual year of full-time employment, regardless of the actual number of hours worked during each year. Prior vacation credit cannot be double counted for a calendar year. Thus, an employee who is credited for full-time work in at a prior department for a calendar year cannot also count part-time work in that same year for the same or different department.

### **Employees on a 24/48 Hour Schedule:**

After One (1) Year of Service	48 hours
After Two (2) Years of Service	96 hours
After Seven (7) Years of Service	168 hours
After Twelve (12) Years of Service	240 hours
After Twenty (20) Years of Service	288 hours

### **Section 2: Vacation Usage**

A vacation request must be submitted *two (2) weeks* in advance to the Fire Chief or his designee to receive consideration. Any vacation request submitted less than two week (14 calendar days) out may be granted at sole discretion of the Township Fire Chief, whose decision may not be grieved or arbitrated. The Township shall have the final decision as to the scheduling of vacations. The Township may determine that certain periods of the year are not available for vacation based upon the manpower needs of the department. The Township shall also have the right to limit the number of Employees in each position who may be on vacation at any one time.- A minimum of 3 people will be allowed off on one given shift (including hour reduction day, vacation and personal time), but a fourth can be approved provided it does not cause overtime. If 13 or more bargaining unit members are assigned to a shift, a minimum of 4 will be allowed off and a fifth can be approved.—Vacation days will be approved or denied within five (5) days of submission. No vacation shall occur nor be permitted without the approval of the Township in advance of the start of such vacation. Any member who is hospitalized prior to the start of vacation time shall be permitted to convert all vacation days in which they were hospitalized to sick leave. Employees who are hospitalized on vacation cannot convert vacation time to sick time until the hospital stay exceeds the approved vacation period. The employee can rescind their vacation time provided there is still an opening on their shift.

### **Section 3: Vacation Accumulation**

Vacation benefits are not cumulative from year to year, except a maximum of 120 hours for 24/48 Hour Schedule Employees may be carried forward into the next calendar year. It shall be at the Chiefs discretion for further accumulation. All other vacation time must be used during the calendar year. No monetary payments will be made in lieu of time off from work. Any employee who leaves the Township's employment for any reason will be paid for all earned but unused vacation time upon termination of employment in their carry forward bank plus a prorated amount for the current anniversary year's

accumulation. The formula for proration will be total allotment of vacation credited in the anniversary year divided by 365 times the calendar days employed in the final year. Payment will be made within 30 days of separation.

#### **Section 4: Usage Requests**

Vacation time requests shall be submitted on the vacation time request form and emailed to that member's respective officers. If there are already three people off then the time off request will be forwarded to the fire chief for consideration of approval.

## **ARTICLE 17: PERSONAL TIME**

#### **Section 1: Accrual**

Each Employee shall receive paid personal time off from work based upon years of continuous employment with the Township as of the seniority date of the Employee in each calendar year in accordance with the following:

#### **Employees on a 24/48 Hour Schedule:**

Less than Two (2) Years of Service	24 hours
After Two (2) Years of Service	48 hours
After Ten (10) Years of Service	72 hours

#### **Section 2: Personal Time Usage:**

For scheduling purposes, Employees must give 72 hours prior notice before taking a personal day. The Fire Chief, in his sole discretion, may waive this notification period. Once personal time has been approved the township agrees not to rescind its approval. The employee can rescind their personal time if they choose, provided there is still an opening on the shift. Unused personal time shall revert to sick time at the employee's anniversary.

#### **Section 3: Personal Time Accumulation:**

Personal time is not cumulative from year to year. No monetary payment will be made in lieu of time off from work. Upon separation from employment, the Township will not pay for earned but unused personal time.

**Section 4: Usage Requests:**

Personal time requests shall be submitted on the personal time request form and emailed to that member's respective officers. If a member is submitting personal time less than 72 hours it shall be sent to the fire chief for consideration. If there are already three people off then the time off request will be forwarded to the fire chief for consideration of approval.

**ARTICLE 18: SICK LEAVE**

**Section 1: Sick leave accrual**

Each Employee shall receive paid sick leave upon years of continuous employment with the Township as of the seniority date of the Employee in each calendar year in accordance with the following:

<b><u>Employees on a 24/48 Hour Schedule:</u></b>	
Less than two (2) years of service	96 hours
After two (2) years of service	192 hours
After ten (10) years of service	288 hours

For anyone hired by Sycamore Township after January 1, 2024:

Less than two (2) years of service	96 hours
After two (2) years of service	192 hours

**Section 2: Use of Sick Leave**

Sick leave may be used as follows:

- A. For absences of the Employee due to illness, injury, or exposure to contagious diseases which could be communicated to other Employees; or
- B. For absences where the Employee must attend to or care for a family member due to illness or injury; or
- C. For absences due to death of an immediate family member of the Employee. Immediate family member is defined as the Employee's mother, father,

spouse, children, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, and brother-in-law.

Other relatives or persons may be considered as determined by the Fire Chief. Absence due to the death of an immediate family member shall not exceed 72 hours for Employees on a 24/48 Hour Schedule, except upon request and with the approval of the Fire Chief such leave may be extended.

### **Section 3:**

Sick time can be used in increments no less than one-quarter of an hour. Where practical the employee must notify the shift supervisor at least six (6) hours in advance of the start of the shift of their need for sick leave. Absences due to illness in excess of twenty-four (24) hours for Employees on a 24/48 Hour Schedule must be verified by medical documentation acceptable to the Township. In addition, when an Employee engages in a pattern of absenteeism or the circumstances otherwise indicate an abuse of sick leave, the Fire Chief in his discretion may require medical or other documentation verifying the need for leave.

### **Section 4:**

No monetary payment for sick leave will be made in lieu of time off from work. Upon termination of employment for any reason (excluding retirement under the Police and Firemen's Disability and Pension Fund) no payment shall be made for earned but unused sick leave.

### **Section 5:**

An Employee who submits a false claim for sick leave or engages in conduct inconsistent with his request for sick leave is subject to disciplinary action up to and including discharge.

### **Section 6: Accumulation of Sick Leave:**

Sick leave may accumulate from year to year, up to a maximum amount of 4,320 sick leave hours. Employees retiring with unused sick leave will be compensated for earned but unused sick leave at a 3 to 1 ratio, i.e., 3 sick hour's equals one hour reimbursed, up to a maximum of 1,440 gross hours. For example, if an Employee has accumulated the maximum sick leave hours of 4,320 during his employment, they may take up to 1,440 of those hours and apply the 3:1 buy back ratio resulting in a buy back of 480 hours. There is no compensation for any remaining hours. If an employee has an accumulated balance of 873 hours available to them, they may apply all 873 hours to the 3:1 ratio. The resulting buy back from the Township will be paid out at 291 hours. Only hours accumulated while

employed by Sycamore Township are eligible for this buy back. Hours granted at the time of employment based on service elsewhere are not eligible. Retirement is defined as qualifying retirement under the terms and conditions of the Police and Firemen's Disability and Pension

Fund. If an employee dies in the line of duty they will receive a death benefit that will be paid at a 1 to 1 ratio for all hours accumulated. Payment will be paid within 30 days of separation.

This Section is subject to and governed by the Memorandum of Understanding executed separately by the parties and attached herein as Appendix B to this Agreement.

**Section 7: Sick Leave Buy Back:**

When an employee's sick bank reaches a balance of 1500 hours and they have completed 16 years of service with Sycamore Township Fire Department, they can elect to buy back up to 288 hours of their sick time at a 3 to 1 ratio per calendar year. (For example; if an employee has 1,750 hours of sick time available and has met the service criteria and elects to buy back 288 hours of sick time within a calendar year they would receive 96 hours of pay based on the 3 to 1 ratio buy back.) The employee's sick bank would be reduced by 288 hours after the buy back has occurred. Their new number of available hours would be 1,462. If an employee selects the buy back option, their sick bank shall not go below 1000 hours after sick time buy back has occurred. As defined above, the maximum number of hours that can be bought back throughout the employee's career is 1,440 hours compensated at a 3:1 ratio (480 hours paid) and if all hours have been bought back, the employee is not eligible for the sick buy back upon retirement. If not all eligible hours have been sold back, the employee is eligible for the remaining amount upon retirement. The employee must give a 14-day notice to payroll of his or her intent to buy back sick leave.

This Section is subject to and governed by the Memorandum of Understanding executed separately by the parties and attached herein as Appendix B to this Agreement.

## **ARTICLE 19: MILITARY LEAVE**

The military leave policy and procedures of the Fire Department shall conform to the provisions set forth herein, and to the pertinent sections in Chapter 5903 and 5923 of the Ohio Revised Code.

Military leave with full pay for employees for military service on field training or active duty will be granted for periods not to exceed thirty-one (31) days in any calendar year.

Thirty-one (31) days is defined to mean an entitlement to the average number of working hours in a thirty-one (31) day calendar period. Employees shall be granted time off without pay for one weekend drill per month. Employees may also trade time, personal days, holiday time and/or vacation time to cover any or all their military leave days.

## **ARTICLE 20: INSURANCE**

### **Section 1:**

Medical, Death and Disability, Dental, Optical, and Professional Liability insurance as determined by the Board of Trustees shall be provided for Employees, their spouses and dependents, except medical coverage shall not be provided through a Health Maintenance Organization (HMO) and Members will not pay more toward the health care insurance premium than another township employee or Trustee. Deductions shall be pre-taxed. In the event that it becomes necessary, in the opinion of the Township to change providers, coverages or plans; the Township agrees to meet with the Union prior to implementing the change to discuss the impact of any proposed change.

### **Section 2:**

Employees will receive the same health benefits as are given to all full-time Sycamore Township employees.

### **Section 3:**

With respect to those employees who elect not to enroll in the Medical, Death and



Disability, Dental, and Optical coverage's set forth in Section 1, no monetary allowance or payment shall be paid to any Employee in lieu of direct payment of insurance premiums/expenses by the Township.

## **ARTICLE 21: PHYSICAL EXAMINATION AND TESTING**

### **Section 1: Physical Examinations**

The Township will provide each Employee with a physical examination once each year at no cost to the employee. The examiner and content of the examination will be established by the Township.

In addition, and at the expense of the Township, any Employee may be required to submit to additional medical examinations to determine whether an Employee is fit for duty. After any medical examination, each Employee must forward an examination report to the Township's Medical Officer. The Medical Officer will notify the Fire Chief if an Employee's fitness for duty is in question.

### **Section 2:**

In accordance with Departmental practices existing on the date of this Agreement, the Township shall test Employees who have been exposed to communicable diseases in the performance of their work duties at no cost to the Employees.

### **Section 3:**

The Township will provide each Employee with an annual mental health session at no cost to the employee but not to exceed a cost to the Township of \$150 per year per Employee. There will be the choice of at least three counselors.

## **ARTICLE 22: JURY SERVICE**

Each Employee shall receive pay for the time necessarily lost from work due to federal or state jury service, up to a maximum of 168 hours for Employees on a 24 Hour Schedule. Pay for such time necessarily lost will be at the Employee's straight time hourly rate for the hours such Employee was scheduled to work on that workday and had to miss. In order to receive any such payment, an Employee must notify the Township within

48 hours of the receipt of the jury summons and also present a written statement from the Court of the jury service performed and the payments received by such Employee. The Employee must sign over to the Township all court payments received for jury service.

## **ARTICLE 23: TIME OFF TO VOTE**

Should there be a situation where an Employee is scheduled for work that leaves him insufficient time outside work hours to vote in local, state, and national elections, the Employee may schedule, at the discretion of the Fire Chief, paid time off from work to vote. An Employee requiring time off must notify the Township at least one (1) day before Election Day and must present a voter's receipt upon return to work from voting.

## **ARTICLE 24: UNIFORMS**

### **Section 1:**

At the time of employment, a full-time Employee will receive the following items: All uniforms and equipment should meet the NFPA standards where practical. Contaminated uniform items will be replaced, at no cost to the employee, at the discretion of the Fire Chief.

#### **Bunker Gear**

Bunker Pant  
Bunker Coat  
1 Set Leather Pull Ups  
1 Cancer Reduction Hood  
1 Pair Fire Gloves  
1 Safety Glasses  
1 NFPA approved face piece  
Ear Protection

#### **Uniforms**

3 Navy Blue Uniform Pants  
3 Navy Blue Polo Shirts  
3 Short Sleeve T-Shirts  
3 Long Sleeve T-Shirts (Can choose short)  
3 Sweat Shirts  
1 Belt  
1 Winter Coat  
1 Pair Leather Station Boots

Members shall receive a second set of turnout gear upon completion of probation if needed. (Members can opt out of a bunker pant based rescue harness)

**Class A Uniform:**

Hat  
Name Plate  
Dress Belt  
Dress Shoes  
Dress Pants  
Shirt with patches  
Dress Coat with Patches  
All appropriate badges, markings and service bars

**Section 2: Uniform Allowance:**

Employees on probation shall receive \$250 credit to purchase uniforms and work-related items. Each employee shall receive a six hundred \$600.00 credit to purchase uniforms and work-related items for the employee only. A detailed reimbursement form, signed by the Chief, must be submitted along with a receipt to receive reimbursement. The credit is not to be carried over from year to year. It is up to the employee if he/she wants to purchase items at certain times. If at any time the township decides to change its current uniform attire the expense to switch will be at the cost of the Township. The Township will still provide the items in Section 1 above (Bunker Gear) of this article. Examples of uniform or work-related items are but not limited to:

T shirts  
Sweatshirts  
Uniform pants  
Polo Shirts  
Belt  
Shorts  
Athletic wear

**Section 3: Dress Code for Summer Uniforms:**

Shorts are designed to minimize heat stress to a firefighter while on duty. The only shorts employees will be permitted to wear while on duty at Sycamore Township Fire Department are navy blue uniform style shorts.

Sycamore Township approved summer uniforms may only be worn during the months of May, June, July, August, September, and October that is between May 1<sup>st</sup> and October 31<sup>st</sup>, unless otherwise approved by the Chief. The approved shorts must be worn

with a Sycamore Township Fire Department approved shirt, black shoes, and black socks.

**Section 4:**

Upon termination, Employees shall return to the Township all equipment (except uniforms) in good condition, less normal wear and tear. Class A uniform must also be returned unless the employee is retiring from Sycamore Township as defined by Ohio Police & Fire Pension Fund.

**ARTICLE 25: MILEAGE ALLOWANCE/PARKING FEES**

Employees required by the Employer to use their private vehicles for Fire Department business shall be compensated at the current Internal Revenue Service rate for mileage traveled, plus actual parking fees incurred.

**ARTICLE 26: TUITION ASSISTANCE**

The Township maintains a tuition assistance program wherein an Employee may shall be reimbursed up to a maximum of \$5,000.00 in each calendar year for professional development in a job-related course or training program. . To be considered for reimbursement, the course or training program must be approved by the Fire Chief prior to registration by the Employee. Books, supplies (pre-approved by the Fire Chief) and travel expenses are also included in this maximum per calendar year.

The Township agrees to cover all expenses associated with trainings conducted at the department at no deduction to the employee's tuition assistance.

The Employee shall be reimbursed at 70 percent only after successful completion of the course with a grade of C and 100 percent for a grade of B or better or a grade of Satisfactory or better. Expenses for books, supplies and travel expenses shall be reimbursed only after successful completion of the course, as defined above, and provided further the Employee must demonstrate through documentation satisfactory to the Township that all books and supplies purchased were necessary for the course or

training. Receipts for books and supplies must also be provided to the Township. A detailed reimbursement form with receipts shall be signed by the Chief and submitted within 30 days of completing a class to receive reimbursement.

## **ARTICLE 27: INJURY ON DUTY LEAVE**

### **Section 1:**

If an Employee is injured in the course and scope of performing his assigned job duties, thereby sustaining an occupational injury, and cannot perform his assigned duties, the Employee may be granted up to eight (8) work weeks of paid Injury on Duty (IOD) leave. The approval of IOD leave is a matter of administrative discretion, and the Board of Trustees will make a final determination if IOD is to be granted. An employee will be paid his regular hourly wages for his regularly scheduled work week for each week he is on approved IOD leave. No overtime or premium wages will be paid. Except for those medical expenses which may be covered by the Township medical insurance plan, all medical expenses related to the occupational injury are the responsibility of the Ohio Bureau of Workers' Compensation (BWC) and the Employee.

### **Section 2:**

Unless the BWC determines that the occupational injury is compensable, an injury or illness which occurs as a result of horse-play, recklessness, self-infliction, involvement in a social or athletic activity (whether or not sponsored by or related to the Township), off-duty physical fitness, activity on behalf of an off-duty employer, or any other activity unrelated to the performance of assigned job duties, will not be considered for IOD coverage.

### **Section 3:**

The injured Employee must report his injury/illness immediately through the prescribed Township policies. IOD leave may be granted beginning on the first (1st) calendar day of absence or on the first (1st) day the Employee is admitted to a hospital as an in-patient. An Employee being considered for IOD leave shall go on sick leave status and must use accumulated sick and personal time during the first eight days of IOD leave.

An Employee requesting IOD leave must file and pursue an injury claim with the BWC as soon as possible. Upon approval of the claim by BWC, an IOD leave granted on the eighth day of absence shall be made retroactive to the first day of absence and any sick or personal time used by the Employee shall be restored. In the event the claim is denied by BWC, the Employee shall revert to sick leave status and be charged with sick and personal leave for all time absent from duty; until such accumulated leave is exhausted.

#### **Section 4:**

Where the nature and/or severity of the injury necessitates that the Employee remain on leave beyond eight (8) work weeks to complete recovery and/or rehabilitation, a request to the Board of Trustees for additional leave can be made. Subject to provisions and policies applicable to sick, personal, and FMLA leave, extensions may be granted; in any event, total time away from work shall not exceed fifty-two (52) work weeks.

#### **Section 5:**

Every effort will be made to return an Employee to work after an occupational injury. If an Employee cannot perform his assigned job duties, a modified duty assignment may be developed. The modified duty assignment shall be determined in consultation with the injured Employee's treating physician. Once the modified duty assignment is determined, the Employee will be given the option of accepting the modified duty assignment. However, if the Employee fails to report for and perform the modified duty assignment, any remaining IOD payments will be discontinued.

#### **Section 6:**

The injured Employee shall advise his treating physician to issue the Township Administrator, or his/her designee, a written report fully describing the nature and extent of the Employee's injury, the effect of the injury on the Employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury. The Employee shall authorize the treating physician to release information to the Township Administrator, or his/her designee, regarding the Employee's injury and the physician's examination and findings pursuant thereto, including answering pertinent questions of the Township Administrator or his/her designee.

#### **Section 7:**

Payments for IOD leave under this Article shall cease upon any of the following conditions:

1. Treating physician releases Employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to modified duty assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.
4. Employee fails to appear for Township sponsored medical examination.
5. Employee's treating physician concludes that Employee has reached maximum medical recovery and/or the condition has become permanent.
6. The Township determines that the claim is fraudulent after IOD leave has commenced.
7. The injured Employee attempts to collect both IOD wage continuation from the Township and temporary total compensation from BWC.
8. Employment termination.
9. Violation of any Township policy or rule.

**Section 8:**

Any IOD leave taken under this Article will count towards time off under the FMLA, if applicable.

**ARTICLE 28: FUNERAL LEAVE**

Upon death of an immediate family member (defined as the Employee's mother, father, spouse, children, brother, sister, step parents, mother/father-in-laws, guardian daughter-in-law and son-in-law, grandparents or person residing in the Employee's household at time of death) the Employee will receive one day (24 hours) off work with pay. Upon request and approval of the Fire Chief, additional leave may be approved and allocated against sick leave.

## **ARTICLE 29: PHYSICAL FITNESS**

The Union and the Township agree to the implementation of an on-going physical fitness program designed to promote the wellness of the Employees of the Fire Department, and to enhance their efficiency in fulfilling the Department's mission.

Particular aspects of the program shall be discussed and agreed to by the Township and the Union and shall be set forth in a memorandum of understanding. The Union recognizes the Township's right to mandate participation by all Employees in the agreed upon fitness program.

## **ARTICLE 30: CERTIFICATION**

All Employees hired prior to January 1, 2003 must maintain their current level of certification. All Employees hired on or after January 1, 2003 shall be or must become a paramedic within two (2) years of their Full Time Start date.

The Township agrees to pay for required certifications and all associated costs. The Township may in its sole discretion establish or modify work rules, requirements, policies and guidelines pertaining to professional certifications, including but not limited to offering continuing education, and related scheduling, leave and course attendance issues.

## **ARTICLE 31: PERSONNEL FILES**

### **Section 1:**

Personnel files, for the purpose of this Article, means the official employee personnel file in the custody of the Fire Chief. An Employee shall be allowed to review the contents of his/her personnel file at a reasonable time upon written request to the Fire



Chief. The file shall not be removed under any circumstances by the Employee from the area designated for his/her review of the file. No anonymous complaints of any type shall be included in the Employee's personnel file. No unsubstantiated complaints or notations shall be included in an Employees personnel file.

### **Section 2:**

The Employer will prepare and disclose any records identified as public records in accordance with ORC Section 149.43. To the extent permitted by Ohio law, the Employee will be notified of the name and professional association of any person requesting disclosure of records from the Employee's personnel file; the person requesting such disclosure will be advised that the Employee will be notified of his/her identity and the specific public records disclosed.

If an employee feels that any material in their personnel file is untrue or derogatory that employee shall have the right to respond to such material in writing and such answer or response shall be made part of those files within five business days.

Employee will be notified if a request is made by someone to view their file

### **Section 3: Employee evaluations:**

An employee's signature on any performance evaluation shall mean only that the employee has seen and read the evaluation. It shall not be construed as a representation the employee concurred with the contents or comments contained thereon.

## **ARTICLE 32: GENERAL PROVISIONS**

### **Section 1:**

The Union and the Township acknowledge that during the negotiations which preceded this Agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of

collective bargaining and that the agreements arrived at by the Association and the Township after the exercise of such opportunity are set forth in this Agreement. All other areas or matters are not part of this Agreement. Therefore, unless a written provision of this Agreement specifically requires otherwise, the Union and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this Agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date this Agreement was executed.

**Section 2:**

This Agreement is the entire agreement between the Union and the Township. It may be modified or amended during its term only as the result of a mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Union and the Township.

**ARTICLE 33: LEGAL REPRESENTATION**

The Employer agrees to defend, indemnify and hold harmless any Employee from actions arising out of the performance of his official duties as required by Section 2744.07 of the Ohio Revised Code.

**ARTICLE 34: RE-OPENING CLAUSE**

With the agreement of all parties any section of the contract may be re-opened for negotiation.

## **ARTICLE 35: ASSOCIATION ACTIVITIES**

### **Section 1: Labor Management Meetings:**

Labor/Management Discussion Meetings shall be called by mutual agreement to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more *than three (3)* designated committee members from the Union and no more than *three (3)* representatives from Management.

The discussion meeting of one (1) hours' duration will be set by the parties at a mutually agreeable time as follows:

- Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Chief of the names of those committee persons who will be in attendance.

The parties shall consider alternately the consecutively placed items from both lists. The parties are encouraged to present their items expeditiously. Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings.

### **Section 2: Association Notification:**

The Township agrees to establish and maintain a committee for creating and maintaining standard operating procedures. One representative from the executive board shall be permitted to be part of this committee. The Union shall have no veto power over standard operating procedures implementation. The Unions participation in the committee shall not be extrude as approval for any standard operating procedures.

## **ARTICLE 36: DONATED TIME**

All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

- A.** If the Fire Chief approves a recommendation for an employee to be the recipient of donated time or vacation leave, a member of the bargaining unit wishing to voluntarily donate time or vacation leave for the benefit of such approved recipient shall submit a request to his supervisor listing the name of the beneficiary with the number of hours to be donated.
- B.** In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement day as established by the retirement board physician.
- C.** Donated time will be processed and used by a recipient in the order received by the department. The donated time will be used in 24-hour increments within the rotation of donated time from all employees.
- D.** Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.
- E.** Donated time shall be given to the recipient in the same number of hours as were donated.
- F.** Any grievance in connection with this Article may be pursued through Step 2 of the grievance procedure (Article 6).

## ARTICLE 37: SAVINGS CLAUSE

This Agreement is subject to all future and existing applicable state and local laws and in the event the Township adopts a civil service township, civil service rules and regulations would prevail, or in the event the Township becomes a city, city ordinances and resolutions would prevail and if any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall be automatically terminated. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to the specific article, section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

## ARTICLE 38: EXPIRATION

This Agreement shall be effective on **January 1<sup>st</sup>, 2024**, and shall continue in effect through midnight on **December 19<sup>th</sup> 2026**, and shall be automatically renewed from year to year thereafter, unless either party hereto notifies the other party within sixty (60) days prior to the Agreement's expiration date of its intention to terminate or modify the Agreement.

SYCAMORE TOWNSHIP  
PROFESSIONAL FIRE

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

Date: 3/11/2024

\_\_\_\_\_  
SYCAMORE TOWNSHIP

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

Date: 03/19/2024

## **Appendix “A”**

*Members of the bargaining unit agree to the aforementioned step raises and pay scale for –2024-2026*

Unless otherwise designated by the chief a recruit shall receive this salary until probationary period completed satisfactorily or until the recruit becomes a paramedic, at which time the employee will then go to the appropriate step.

**2023 Wage increase: 4.5**

**2024 Wage increase: 3.5**

**2025 Wage increase: 3.5**

### **2024 Hourly Rates:**

Classification:	1	2	3	4	5
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\*Recruit: (HR) 23.53

FF/EMT: (HR)					29.77
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FF/Medic: (HR)	26.94	27.51	28.57	33.47	33.83
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Lieutenant: (HR)					37.34
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Captain: (HR)					39.21
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### **2025 Hourly Rates:**

Classification:	1	2	3	4	5
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\*Recruit: (HR) 24.36

FF/EMT: (HR)					30.81
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FF/Medic: (HR)	27.88	28.48	29.57	34.64	35.01
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Lieutenant: (HR)					38.64
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Captain: (HR)					40.58
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**2026 Hourly Rates:**

Classification:	1	2	3	4	5
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\*Recruit: (HR) 25.21

FF/EMT: (HR) 31.89

FF/Medic: (HR) 28.86 29.47 30.61 35.86 36.24

Lieutenant: (HR)	40.00
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Captain: (HR) 42.00

## Appendix "B"

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Sycamore Township Board of Trustees (Employer) and the Sycamore Township Professional Firefighters IAFF 3907 (Union), collectively the "Parties," for purposes of modifying certain provisions of the Collective Bargaining Agreement (CBA) between the Parties with respect to the employees set forth in the table below.

**Whereas**, Article 18 of the CBA, Section 6, provides for the accumulation of sick leave and retirement compensation for earned but unused sick leave. Through negotiations for the new CBA, covering the term **January 1, 2024 through December 19, 2026**, the Parties have agreed to modify the aforementioned provision.

**Whereas**, the Parties have further agreed that, with respect to the Employees set forth in the table below, Article 18, Section 6, will be applied in the following manner:

NAME	FULL-TIME YEARS
Beiting, Mike	26
Fitzpatric, William	22
Haag, Ben	20
Kuehn, Ivan	27
Newman, Jeff	27
Pittman, Alan	27
Ramsey, Chris	25
Ryan, Keith	28
Scarpinski, Don	20
Short, Craig	20
Trapp, Carrie	25
Kramer, Mike	14
Singer, Mark	14
Thoreson, Kelby	15
Brehm, Justin	5
Brown, Joshua	6
Cathcart, Richard	6
Corcoran, Eric	7
Feichtner, Tim	9
Fudala, Ben	5
Hawkins, Zachary	6
Lebhar, Matthew	7
Lowry, Joe	5
Manor, Brandon	5
McClellan, Ross	6
Mesley, Sean	5



Pitocco, Mark	3
Rich, Adam	6
Rogers, Kevin	3
Schaefer, Jeffrey	7
Schmidlapp, Bryan	5
Swimeley, Thomas	4
Uckotter, Brent	9
Wiederhold, Craig	2
Wiederhold, Steven	7
Williams, Jason	6

1. For those Employees listed on the table with twenty (20) or more years of service with Sycamore Township, upon retirement the Employee is entitled to be compensated for earned but unused sick leave hours at a 3 to 1 ratio, up to a maximum of 1,440 hours. For example, if an Employee has accumulated the maximum sick leave hours of 4,320 during his/her employment, the Employee would receive payment for 1,440 hours. (Any retirement payment issued will be subject to Article 18 Section 7 such that the Employee is not eligible to be compensated for hours previously bought back as part of a Sick Leave Buy Back)
2. For those Employees listed on the table with eleven (11) to nineteen (19) years of service with Sycamore Township, upon retirement the Employee is entitled to be compensated for earned but unused sick leave hours at a 3 to 1 ratio, up to a maximum of 1,080 hours. For example, if an Employee has accumulated sick leave hours of 3,240 during his/her employment, the Employee would receive payment for 1,080 hours. Alternatively, Employees listed on the table with eleven (11) to nineteen (19) years of full-time service with Sycamore Township may elect to receive a one-time payment of \$1,000 x years of service (i.e., an Employee with 14 years of service will receive \$14,000). If an Employee elects to receive the one-time payment, the Employee will still be entitled to utilize the benefits of Article 18, Section 6 and Section 7 as they exist in the current version of the CBA. (Any retirement payment issued will be subject to Article 18 Section 7 such that the Employee is not eligible to be compensated for hours previously bought back as part of a Sick Leave Buy Back, as issued per Article 18, Section 7.) Employees that fall in this group have 60 days from the date of this MOU to indicate their choice.
3. For those Employees listed on the table with one (1) to ten (10) years of service with Sycamore Township, they will receive a one-time payment of \$1,000 x years of service as listed above (i.e., an Employee with 6 years of service will receive \$6,000). No Employee will receive less than \$5,000 (i.e., an Employee with less than 5 years of service will receive the minimum payment of \$5,000). These Employees will still be entitled to utilize the benefits of Article 18, Section 6 and Section 7 as they exist in the current version of the CBA.
4. Any Employee not listed on the table above or hired after January 1, 2024 will be subject to the provisions of Article 18 Section 6 as they exist in the current version of the CBA.

5. This MOU constitutes the entire agreement of the parties and any further modifications to the CBA shall be in writing and signed by the Parties.
6. This Agreement shall remain in force and effect upon ratification until the Parties mutually agree to amend, extend, or terminate this agreement in writing signed by all parties, or the employees subject to the provisions of this MOU are no longer employed by Sycamore Township.

Date: 3/11/24

**For Sycamore Township**

L.E. Bumbere  
LM  
\_\_\_\_\_

**For IAEF 3907**

[Signature]  
[Signature]  
[Signature]