

Resolution 2023-275
A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR
TO ACCEPT THE IAFF LOCAL 1441 FIRE FIGHTER UNION CONTRACT

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, December 14, 2023. The trustee marked below made a motion for the adoption of the following Resolution:

Fleshman

Leezer

Horn

BE IT RESOLVED, by the Board of Trustees of Franklin Township, Franklin County, Ohio that the Board adopts, approves, and authorizes the execution of the Township's Fire Fighters, IAFF Local 1441 contract for the period of March 1, 2024, through February 28, 2027. With the understanding upon passage of a new levy this contract will be reviewed as agreed by Local 1441 and the Board of Trustees. (Exhibit A)

Section 1, That all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 2, That this Resolution shall be in full force and effective immediately upon its adoption

The following trustee marked below seconded the motion:

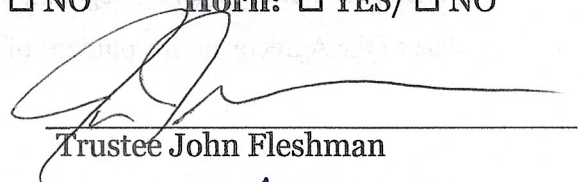
Fleshman

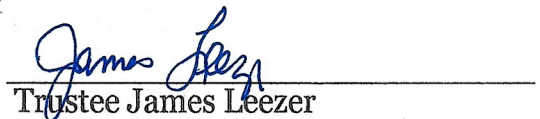
Leezer

Horn

Roll was called for the adoption of the Resolution, and the vote was as follows:


Fleshman: YES/ NO Leezer: YES/ NO Horn: YES/ NO


Trustee John Fleshman


Trustee James Leezer


Trustee Ralph Horn

Attested to on this 14th day of December 2023


Fiscal Officer Linzie Justus

Adopted on 12/14/2023

Article 47
TERMS OF AGREEMENT

Section 1

This Agreement shall become effective the 1st day of March, 2024 and shall remain in full force and in effect until February 28th, 2027.

Section 2

Notwithstanding anything to the contrary contained herein and notwithstanding Ohio Revised Code Section 4117.14(G)(11), it is further understood that, unless the parties agree otherwise, any and all provisions of the successor Collective Bargaining Agreement (i.e., the agreement which will succeed that agreement due to expire the last day of February, 2027) shall be retroactive to and become effective on March 1, 2024, regardless of when and how finally resolved. To this end, should any conciliation be utilized as a part of the parties' collective bargaining negotiations toward the agreement to be effective March 1, 2024, the parties will jointly instruct the conciliator that all portions of his/her award (including all economic provisions thereof) shall be effective March 1, 2024, unless the parties agree otherwise.

Section 3

Either party shall notify the other in writing at least ninety (90) days prior to the pertinent expiration date to modify or extend the Agreement.

Section 4

When such notice is given, negotiations shall begin not later than sixty (60) days prior expiration date of the Agreement. Resolutions of impasses shall be prescribed by State Law.

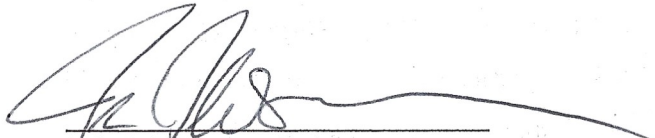
SIGNATURE ACKNOWLEDGEMENT OF EXECUTION

The term of this agreement shall be from March 1, 2024 until February 28, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 1st day of March, 2024.

For the Board of Trustees of
Franklin Township

For the Franklin Township Firefighters
IAFF Local #1441




John Fleshman, Chairman

Carvel Mullins III, President

Ralph Horn

Scott Meyer, Vice President



James Leezer

Eric Pierce, Secretary/Treasurer

Appendix A

After January 1st, 2025 Article Nineteen (19) shall be reopened solely, for bargaining with respect to wages for the subsequent two years of the contract. Those dates are listed below.

Year 2 - March 1st, 2025 to February 28th, 2026

Year 3 - March 1st, 2026 to February 28th, 2027

Article 19
FIRE PAY PLAN

Section 1

The following pay ranges and hourly rates are hereby established as the "Fire Pay Plan" and are to be applied to the several positions as indicated below. All pay increases shall be effective beginning with the first full pay period following the expiration of a previous pay step or pay plan.

1. These pay ranges shall be effective March 1, 2024 and shall remain in effect until midnight February 28, 2025 and are subject to further provisions of this Agreement.

Pay Range	FFI	FFII	FFIII	FFIV	FFV	LT	CAPT
Annual	\$54,400.35	\$59,493.27	\$65,372.93	\$73,550.88	\$81,700.68	\$91,504.99	\$102,486.59
Hourly - 56	\$18.68	\$20.43	\$22.45	\$25.26	\$28.06	\$31.42	\$35.19
Hourly - 40	\$26.15	\$28.60	\$31.43	\$35.36	\$39.28	\$43.99	\$49.27
Overtime - 56	\$28.02	\$30.65	\$33.68	\$37.89	\$42.09	\$47.13	\$52.79
Overtime - 40	\$39.23	\$42.90	\$47.15	\$53.04	\$58.92	\$65.99	\$73.91
Bi-Weekly	\$2,092.32	\$2,288.20	\$2,514.34	\$2,828.88	\$3,142.33	\$3,519.42	\$3,941.79
*** Bi- Weekly Premium						\$94.28	\$105.59

2. The subsequent two years of pay schedule covered under this contract will be noted in Appendix A (Page. 65)

***Pursuant to Section Four (4) of this Article and any other provisions in this Agreement; this Bi- Weekly Premium pertains to employees permanently assigned to forty (40) hours.

There shall be a twelve (12) percent pay differential between promoted ranks.

Section 2

Anniversary dates for any future step increases in Fire Fighter Pay Range shall be at the date of original appointment to the Division.

1. The "I" step shall be the minimum rate and shall normally be the hiring rate for the class.
2. An employee becomes eligible and shall be advanced the "II" step on the first day following completion of six (6) months of continuous service in his class at the "I" step, (13 pay periods completed).
3. An employee becomes eligible and shall be advanced to the "III" step on the first day following completion of one (1) year of continuous service, (26) pay periods.
4. An employee becomes eligible and shall be advanced to the "IV" step on the first day following completion of two (2) years of continuous service, (52) pay periods.
5. An employee becomes eligible and shall be advanced to the "V" step on the first day following completion of three (3) years of continuous service, (78) pay periods).

Time off without pay shall delay salary step increases for the number of work days involved; the effective date thus established shall be the date to be used in computing service for future step increases. The salary step advancements as prescribed above shall be mandatory when the requirements set forth have been met.

Section 3

- 1 . Whenever an employee with permanent status requests and is granted a voluntary demotion his rate of pay shall be at the maximum rate of the pay range for the position in the lower class.
- 2 . Whenever an employee with permanent status is given a demotion by reason of service-incurred physical disability, his rate of pay is for the position in the lower class.
- 3 . Whenever an employee is demoted because of physical disability, his rate of pay shall be established as in (2) above.
- 4 . Whenever an employee is reappointed to a position in a class where he previously held permanent status, the rate of pay shall be the step in range at which he was paid at the time of his separation.

Section 4

In addition to any other premium pay and the above established wages, personnel working a forty hour position shall receive seventy eight (78) hours of pay divided over twenty six (26) pay periods at the hourly rate of a fifty-six (56) hour employee of the same rank. Provisions from Article Fifteen (15), Section Three (3) Paragraph Two (2) shall also apply to this Section.

Article 20 LONGEVITY PAY

Section 1

Upon completion of five (5) years of service with the Franklin Township Fire Department, employees shall be entitled to receive a longevity bonus based upon employee's number of completed consecutive and continuous years of service with the Division of Fire from the employee's most recent day of employment as a full-time firefighter (with continuous service being defined in accordance with the provisions of Article Twenty-One (21), hereof) according to the following schedule:

1. The Employer agrees to pay each fifty-six (56) hour employee Longevity in the amount of \$0.04 cents per hour, per year of service.