



**Collective Bargaining Agreement
May 15 2009 to May 15, 2012**

**Between International Association of Firefighters (IAFF) Local 3906
and
Miami Township Trustee's Hamilton County, Ohio**



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Article 1 Purpose

This Agreement by and between the Miami Township (hereby referred to as the "Township") and the Miami Township Professional Firefighters IAFF 3906 (hereby referred to as the "Association").

It is the intent and purpose of this Agreement to promote and improve harmonious relations between the Township and certain firefighter employees, to set forth the entire Agreement between the parties, and to improve a procedure for the prompt disposition of grievances so that there shall be no interruption or impeding of the work

Whenever the male pronoun or adjective is used in the Agreement, it shall be deemed also to include the female, unless other wise indicated.

Article 2 Recognition

The Township hereby recognizes the Association as the sole and exclusive representative and collective bargaining agent for all firefighter employees as certified in SERB Case No. 99-Rep-01-0010. The Township recognizes the right of the employees covered by this Agreement to elect representatives to represent the bargaining unit for the Association.

For the purposes of this Agreement, the term "employee" shall include all full-time employees of Miami Township assigned to the Fire Department including firefighters, Lieutenants, Captains, and other titles under the rank of Assistant Chief in the department organizational chart.

Article 3
General Provisions

The Association 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. Therefore, unless a written provision of the Agreement specifically requires otherwise, the Association 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 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.

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

Article 4
Compliance with Law

It is understood that the Township may be subject to certain 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 5
Saving 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 article, section or portion of this Agreement be held unlawful an unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislative or administrative tribunal of competent jurisdiction, then such decision or legislative 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 6
Non-Discrimination

The Township will not discriminate against members of the bargaining unit on the basis of race, color, creed, national origin, age, sex, disability, or any other legally protected status. There shall be no discrimination, interference, restraint, coercion, or reprisals against any employee because of Association membership, or non-membership or participation or non-participation in any lawful activity on behalf of the Association.

Article 7
No Strike/ No Lockout

- 7.1 During the life of this Agreement, or any extensions hereof, the Association, on behalf of the employees comprising the bargaining unit, agrees that so long as the 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 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.
- 7.2 In the event any employee covered hereunder is engaged in any violation of Section 1, Above, the Association 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 Association, its officers, agents, representatives and members and all other employees covered in 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.
- 7.3 Any strike or any other prohibited activity of the employees entered into or called for by the Association shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.
- 7.4 The Township shall have the right to impose discipline up to and including discharge for any employee who directly or indirectly authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.
- 7.5 The Township shall not lock out the employees during the term of this Agreement

Article 8

Management Rights

- 8.1 The Association 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 Miami Township. Further, all rights which ordinarily vest in and are exercised by employers except as specifically relinquished herein are reserved to and remain vested in the Township, including but not without limiting the generality of the foregoing:
- a) The right to manage its affairs efficiently and economically, including the determination, 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) The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to maintain, 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.

d) The right to determine, through investigation or otherwise, facts which are the basis 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 Miami 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 Miami Township; to determine the number of hours per day or week any operations 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 Miami Township, Hamilton County, 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.

8.2 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 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 9 Union Affairs

- 9.1 *Association 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 Association with a listing of the employee's form whom deductions were made and the amount remitted for each employee. If an employee does not have a check coming to him or the check is not large enough to satisfy this, no collection shall be made from the employee for that period.
- 9.2 *Fair Share Fees*- All full-time employees who are not members of IAFF Local 3906 shall pay a fair share fee, in an amount determined by the IAFF Local 3906, but not to exceed the monthly dues amount. This provision does not require that an employee become a member of the IAFF. The deduction of a fair share fee by the Township from the payroll check of an employee and its payment to the IAFF is automatic and does not require a written authorization by the employee.
- 9.3 *Indemnification*- The Association hereby indemnifies and holds the Township and/or the Township Fiscal Officer harmless from any and all claims of any nature arising out of or resulting from the operations 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).
- 9.4 Each employee shall have direct deposit of their payroll check from the Township Fiscal Officer to the banking facility of the Association member's choice.
- 9.5 Ohio Association Professional Firefighters representative may consult with members of the bargaining unit and be admitted to the Employer's facilities at reasonable times upon prior notification to the Chief of the Department or his designee.
- 9.6 The Union Executive Board shall consist of the President, Vice-President, Secretary and Treasurer with two members serving as Trustees. The names of the individuals holding these positions shall be furnished to the Chief, the list shall be kept current by the Local at all times.
- 9.7 The highest ranking Local official in the bargaining unit shall be designated as the Union President.
The President or other local approved representation shall be granted reasonable time to investigate and process formal grievances on the employers property with no loss of pay, if conducted during his/her regular working hours and provided that such time is required and approved in advance by the Fire Chief. Nothing herein shall be construed to permit the President or any other union official or member to be relieved from their obligation to respond to call for service.

9.8 Union Meetings

The Employer agrees to allow the Local to conduct one (1) meeting, up to three (3) hours in length, every other month, to be conducted in the Employer facilities. The union shall submit all such meeting requests in writing (including the requested date and time) to the Fire Chief at a minimum of thirty days (30) days prior to such meeting. If more meetings are required they must be requested in writing to the Chief seven days before the meeting. This is provided the appropriate facilities have not been previously reserved, and the Local have properly reserved the facility. On-duty members of the Local shall be allowed to attend such Local meetings, provided that attendance does not interfere with the efficiency and operation of responding to calls for service. Meetings shall be conducted not to interfere with assigned duties of members or emergency responses.

9.9 Bulletin Board and File Cabinet

All IAFF notices of any kind posted on the bulletin boards must be signed, posted and removed by an IAFF representative. It is understood that all notices shall be IAFF related and no material may be posted on the IAFF bulletin board, at any time, which contain any of the following:

- a) Personal attacks on any Employee of Miami Township or any other fire department.
- b) Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental unit or official; and/or
- c) Attacks on and/or favorable comments regarding a candidate for public office.

Upon request of the Employer the Local shall cause the immediate removal of any material posted in violation of this article. Failure to do so may result in discipline to any IAFF representative who was requested to remove such material. All items posted on the bulletin boards shall be signed by the person who posts them, dated to indicate the actual date of posting, and removal date, which will be within forty-five (45) days of the posting, unless a longer posted period is otherwise approved by the Employer.

The Employer agrees to permit the union to place one file cabinet in a fire station of mutual agreement between the union and the Fire Chief. This file cabinet shall contain paperwork of Local 3906 to conduct regular business as an organization branch of Miami Township.

9.10 Union Business Leave

A Local employee serving as Local President shall be granted administrative leave for the purpose of discharging official representational duties as Local President. Such duties include but are not limited to: State and International meetings and conferences, pension business, educational conferences and seminars. This leave shall not be compensated, the leave with approval shall be without penalty to the employee

9.11 Representatives-

The Township shall recognize the representative(s) chosen by the employee

The authority of the representatives shall be limited to, and not exceed, the following duties and activities.

- A. The investigation and presentation of grievances with a represented employee's superior officer in accordance with provision of this Agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the member, provided such messages and information:
 - a. Have been reduced to writing; or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to perform services, or any other interference with the Township's business
- C. The right to assist the members in disciplinary matters and workers compensation claims

The representatives have no authority to take, encourage or tolerate strike action or any other action prohibited under this Agreement interrupting the Employer's business. The representatives shall be permitted reasonable time to investigate, present and process formal grievances and assist members in disciplinary matters and workers compensation claims on the Employer's property without loss of pay during their regular working hours, provided in each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the representatives and the Fire Chief. At any one time no more than three representatives shall participate in formal grievances or other bargaining unit business, except in contract negotiations.

Article 10
Seniority, Layoff & Recall

- 10.1 *Seniority*- Seniority is defined as the length of continuous service with the Miami Township Fire Department, Hamilton County, and Ohio. Volunteer service is excluded. Thus, all current Employees have seniority dates on or after January 1, 1990. A new Employee, after completing the probationary period, shall acquire seniority from his date of hire.
- 10.2 *Layoff & Recall*- Department-wide seniority shall govern in all cases of layoff and recall. This, Employees last hired shall be the first employees laid off, provided senior Employees are qualified to perform the work. Employees shall be recalled in reverse order to that 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 non-management employees who are not employed in the bargaining unit positions shall be laid off prior to bargaining unit employees being laid off.

Article 11
Probationary Policy

- 11.1 *New Employee*- Each new employee or rehired employee after the date of this Agreement shall be required to serve a probationary period of twelve (12) months. 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.
- 11.2 *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 service at any point during this time is deemed unsatisfactory, the Employee subject to the promotional probationary period may, at the Townships 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.

Article 12
Discipline

12.1 The tenure of every Employee of Miami Township shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, transferred or removed without just cause. The employer may take disciplinary action against any employee in the bargaining unit only for just and sufficient cause. The Employer may take this type of action for infractions by the Employee while the Employee is on duty or off duty representing himself/herself as an Employee of Miami Township. Grounds for discipline include violations of established standards of conduct, and commission of any act or offense which any reasonable person should know to be wrong, inappropriate, and that discipline or discharge is likely to occur.

Forms of disciplinary action:

- 1) Written record of counseling/ and or training of a non-punitive nature
- 2) Written reprimand;
- 3) Suspension without pay;
- 4) Demotion in pay and/or position; and
- 5) Termination.

12.2 Notification

The employer shall notify the employee or group of employees with ten (10) business days from which the incident occurred to hold a disciplinary proceeding. The employee shall remain on the job until such proceedings are conducted, unless the offense is, determined detrimental to the operation of services.

12.3 Except in extreme instances wherein the Employee is found guilty of gross misconduct, discipline shall be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and any prior discipline. Disciplinary penalties shall be appropriate to the offense, and as such the forms of discipline listed in this Section for not necessarily a systematic order to be followed in all instances.

12.4 When the Employer has reason to discipline an Employee, every reasonable effort shall be made to carry out such discipline in a manner not to embarrass the Employee before other Employees or the public.

12.5 Records of counseling and written reprimands may be imposed by Lieutenants, Captains, Assistant Chiefs and Deputy Chiefs or the Fire Chief. They may be grieved through the grievance procedure.

12.6 When it becomes known to the fire department administration that an employee may have committed an offense which could lead to suspension or discharge, the Fire Chief shall so inform the Township Trustee's, who shall conduct a pre-disciplinary conference prior to presentation of proposed discipline to the entire board of Trustee's.

- 12.7 Not less than forty-eight hours (48) prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide the Employee a written outline of the charges, which is the basis for the disciplinary action. Included in the written outline will be notice that the Employee has the right to have a union representative present at the hearing. The Employee must choose to: (1) appear at the hearing to present an oral or written statement in his/her defense; (2) appear at the hearing and/or have a chosen representative present an oral or written statement in defense of the Employee; (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. If the Employee fails to appear at the scheduled pre-disciplinary hearing, it will be presented that they have elected to waive their right to such hearing.
- 12.8 At the pre-disciplinary hearing the Township representative will ask the Employee or their representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or failure to respond truthfully may result in further disciplinary actions being taken.

At the pre-disciplinary hearing, the Employee may present any testimony, witnesses, or documents, which explain whether the allegations occurred.

- 12.9 *Disciplinary Records*- It is understood that prior disciplinary action against an Employee will not be considered by the Township if the disciplinary action occurred three (3) or more years prior to the date of the event under review.

12.10 Personnel Files

Each employee may request to inspect their personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer. Appointments shall be during regular scheduled work hours of the administrative staff of the Employer. An employee may request to view their files twice per calendar year, unless a situation warrants and has prior approval of the fire chief. An employee shall be entitled to have a representative of their choice to accompany them during such visit. Any employee may copy documents in their personnel file. The files shall be reviewed in the presence of a fire department officer. The Employer will provide for one copy of each document. If the employee requires more than one copy of a document they must pay twenty (\$.25) cents per page to the Employer for the copies. Any new document placed in the employee's file shall be copied and given to the employee. The Employer will notify the employee of any request made for any personnel files.

If an unfavorable statement or notation is in the personnel file, the employee shall be given the right to place a statement, rebuttal, or explanation in the file. No anonymous material of any type shall be included in an employee's personnel file. The explanation or rebuttal must be submitted to the Employer with directions to include it in the personnel file.

Records of verbal or written disciplinary action shall cease to have force and effect thirty-six (36) months from the date of issuance provided no intervening discipline has occurred.

A record of any suspension shall be removed from the personnel file five (5) years from the date of the beginning of the suspension, provided no intervening discipline of similar type has been entered into the file.

Article 13

Grievance and Arbitration Procedure

- 13.1 Grievance Definition- A grievance is a difference or dispute between the Employer and the employee or a group of employees concerning the application, meaning or interpretation of the expressed terms of this agreement, unless otherwise specifically excluded.
- 13.2 Purpose: The grievance procedure is a method by which an employee can express a grievance as defined in this agreement, without fear of reprisal, and to obtain a fair hearing at each level, with disposition of the grievance at the lowest level possible.
- 13.3 Employee Rights- All grievance proceedings the employee has the right to represent themselves or be represented by a, Union representative or, provided at the employee's own expense, legal counsel.
- 13.4 Job Action- Should any grievance arise, there shall be no suspension of work, slow down or any other job action, and the question shall be disposed of in the manner set forth in this agreement.
- 13.5 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.
- 13.6 Grievance Form- Written grievances shall be submitted only on a departmental approved Grievance Form and shall include the following information:
- Date- The Date of which the grievance is being filed
 - A Statement of the grievance and the facts being involved
 - The Article and Subsections of the Agreement allegedly violated
 - The Remedy requested
 - Signature of the employee, and or representative
- 13.6.1 Timeliness- Every attempt will be made to expedite the grievance process. If any employee, the Association, 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 Assistant Chief, Fire Chief, 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.

13.7 Applicability

- a) A grievance may be brought by the Association on behalf of any member or in its own name where a group of bargaining unit members are affected. The grievance shall be dated and signed by the employee or, where a group of employees are involved, by an Association Representative. The grievance shall set forth the facts, which are the basis for the grievance, the articles(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 Miami Township Firefighters association within 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 Association 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
- 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.

13.7 *Grievance Steps*- The following steps shall be followed with regard to all grievances unless otherwise specifically provided for this Article

Step1

The aggrieved employee or his representative shall orally present a written grievance to the Assistant Chief Assigned to Personnel within five (5) business days of the date on which the grievance arose. The Assistant Chief shall render a written decision within five (5) business days from the date on which the grievance was submitted, and present same to aggrieved employee or his representative. An employee may initiate a grievance with the Fire Chief in Step 1 if it involves a grievance dealing with actions taken directly by the Assistant Chief.

Step 2

If the grievance is not resolved to the satisfaction of the Association in Step 1, the Association within (5) business days from the receipt of the written response of the Assistant Chief (or Chief if Step 1 is with the Chief) may appeal the grievance to the Fire Chief (or President of Board of Trustees if Step 1 is with the Chief). The Chief (or President of Board of Trustees if Step 1 is with the Chief) shall, within five (5) business days from the receipt of the grievance, call a meeting to include the Assistant Chief (or Chief if Step 1 is with the Assistance Chief), the aggrieved party and, if requested his Association representative or Association legal counsel.

The Chief (or President of Board of Trustees if Step 1 is with the Chief) will preside over the meeting. The purpose of the meeting is to discuss all pertinent facts and positions of the parties. The Chief (or President of Board of Trustees if Step 1 is with the Chief) shall then render a written decision within five (5) business 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 Association within five (5) business 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 Association, the Township Clerk shall submit to the Board of Trustees at a regular scheduled meeting copies of all written material filed with the Clerk. The Board of Trustees, in executive session, shall hear and consider the grievance within thirty (30) business days after receiving the written material. A written decision will be issued within ten (10) business days after the grievance is heard

Arbitration Step 4

If a grievance is not resolved to the satisfaction of the Association at Step 3, it may be submitted to arbitration upon written request of the Miami Township Firefighters Association. The Association shall notify the Township of its intent to seek arbitration within five (5) business days of its receipt of the Step 4 answer. The Association may withdraw its request to arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within five (5) business day period described above shall be deemed settled on the basis of the last answer by the Township of its representatives(s).

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.

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 merit before the same arbitrator in a subsequent hearing.

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 management in cases where management is given discretion by this Agreement.

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 of the services of the arbitrator, the cost of obtaining additional evidence at the direction of the arbitrator, the fee of the arbitrator, and cost of the hearing room, if, any, shall be borne equally by the parties.

The fees and costs, if any, of any witnesses shall be borne by the party calling them. The fees of the court reported 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 transcripts.

Article 14
Emergency Waiver

- 14.1 In cases of emergencies declared by the President of the United States, the Governor of The State of Ohio, the Board of Hamilton County Commissioners, The Miami Township Board of Trustees, the Federal or State Legislature, and/or the Fire Chief, such acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:
- a) Time limits for Employer or Union replies on grievances;
- 14.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (they grievant(s) had properly progresses.

Article 15
Hours of Work

- 15.1 *Hours of Work-* Nothing herein shall be construed as a guarantee of hours of work per day or per week or for any other period of time, nor shall it operate as a restriction on the Township's right to require overtime
- 15.2 *Township Rights-* The workday normally consists of those shifts as defined in Section 15.3. However, the Township maintains the right to schedule work, including breaks, to effectively manage the workforce.
- 15.3 *Shift Schedule-* Members of the Bargaining unit assigned to Fire and Medical Apparatus shall work a 24/48 hour schedule. This schedule consists of 24 hours of work followed by 48 consecutive hours off. This 24/48 hour schedule includes an unpaid "Kelly Day" (24 hours) every 21 days according to current practice in 2006. The 24 hour shift shall commence at 06:00 hours and continue through 06:00 hours the following day.
- A. Employees will have the option each year in December to make a choice between optioning into a sleep credit program in determining FLSA work hours
- 15.4 *Shift Reassignments-* If an employee is permanently reassigned to a different unit day, such, employee is entitled to receive notice of the reassignment at least 30 days before the effective date of the reassignment.

15.5 Trading of Tours-

a) Annual Trade Allowance

1. The Fire Chief or Designee shall approve all trades
2. Members of the bargaining unit shall be permitted unlimited shift trades per each 28 day pay period.

b) Trade Repayment

1. All trades shall be repaid hour for hour within 90 days after the first shift that is part of the trade
2. Any bargaining unit member working on a trade, who is injured or ill and is sent to the hospital for treatment of that injury or illness is relieved of duty by the attending physician, shall not owe the Township or the employee the time remaining on that trade. This time off will be charge to sick leave or injury leave, whichever is appropriate.
3. Members of the bargaining unit who work a trade on a recognized \ fixed-date holiday shall be eligible for premium pay benefit for each hour worked, which the original scheduled employee would have received. The employee who was scheduled to work before the trade will not receive holiday pay.

c) Administration of Tour Trades

1. An employee initiating a trade is to make such arrangement as follows:
 - A. Certified paramedic with a certified paramedic
 - B. Certified driver with certified driver
2. These certifications are not cumulative for the purposes of trade requirements. The limitations on trades are based on the employee's regular assignment
3. Sick leave will not be accepted for a traded work day as time repayment unless the employee provides a physician statement indicating the employee was treated during the time traded
4. Notification- The shift supervisor shall be notified of trades. This notification shall be made before the trade is worked so that changes can be in assignments if necessary.
5. Fire Department Trade Forms must be filled out electronically.

**Article 16
Wages & Compensation**

16.1 Hourly Rates—The following reflects the regular rate of pay on an hourly basis applicable during the term of this agreement:

Title/ Rank- Effective Date	1/1/2010	1/1/2011	1/1/1012
Firefighter/ EMT	\$15.06 an Hour	\$15.51 an Hour	\$15.97 an Hour
Firefighter/Paramedic	\$18.53 an Hour	\$19.08 an Hour	\$19.65 an Hour
Lieutenant- Hourly Difference	\$.65 per hour	\$.70 per hour	\$.75 per hour

16.2 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 thereunder based upon the regular hourly rates of pay set forth in Section 1 above.

16.3 Off Duty Emergency Responses
An employee who reports for duty as an off duty responder for an emergency detail outside his/her regularly scheduled shift shall be paid the greater of actual time worked or they shall receive a minimum of one hour and half hours pay.

16.4 An employee who has been authorized by the Fire Chief to participate in mutual aid, county wide, state wide, or other response teams (e.g. Haz Mat, I.M.A.T., C.I.S.M., U.S.A.R., S.W.A.T., fire investigation, etc.) shall be compensated at their regular hourly rate of pay by the Employer for all time worked when participating such teams. Time shall start when notification is made to the employee and end when the detail has been completed. Notification must be made to the Duty Officer so they can enter the time and detail into the daily duty log.

16.5 Court Time-

Time off with pay shall be granted for 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.

A Local Member employee of Miami Township who testify in court as representatives of Miami Township shall be paid at their regular rate of pay for each hour of the court appearance, with a minimum of three (3) hour minimum payment. This is provided that the employee is not on duty at the time.

All court time shall be included by the Employee on his/her time card.

Employees are required to be on time for all scheduled court appearances. Employees who fail to show up for a required court appearance shall face disciplinary action by the Employer if the Employer determines that inadequate reason(s) existed to warrant the absence or tardiness. Employees shall forfeit the three hour minimum service time and be paid on an hour for hour basis for that case or subsequent court appearances resulting from their failure to appear. Notification must be made to the Duty Officer so they can enter the time and detail into the daily duty log.

Article 17
Mandate Policy

- 17.1 The Employer shall be given the right to mandate or force employees into work to cover Open work shifts. This provision shall apply to but not limited to the following:
Staffing levels below minimum or emergency situations approved by the Fire Chief.

The following provisions shall apply when mandating employees to work;

- A) This Article also apply to Holiday shifts when employees are mandated
- B) Twenty four hours of notification shall be required to the employee, which is to be mandated. This excludes emergencies
- C) The Fire Chief, Deputy Fire Chief, or the Assistant Fire Chiefs shall be the only administrators that shall mandate employees for work shifts that fall below minimum staffing level, or emergency situations.
- D) Hours worked when mandates shall be compensated at one and one half (1 ½) times the hourly rate of the employee. On Holidays, employees shall be compensated at one and one-half (1 ½) times the holiday hourly rate of the employee.
- E) Bargaining unit employees that are mandates for any shift shall work a minimum of six hours before giving it up to any other employee wishing to work. The mandated employee shall have the option of offering up the remainder of their shift at their own desire if another employee is available to work the remainder of the shift.
- F) Employees will not be mandated to work more than 36 consecutive hours, unless an emergency exists as determined in the sole discretion of the Township, or unless the Employee's absence would create unsafe working conditions as defined in the sole discretion of the Township.

Article 18
Compensatory Time

- 18.1 *Compensatory Time-* The Compensatory Time Policy, as may be adopted by the Board of Trustees, will be applicable to all employees covered in this Agreement.
- 18.2 *Definition-* Compensatory time shall be defined as hours worked that are above the employees normal schedule hours and that exceed two hundred and twelve hours in a twenty-eight day cycle.
- 18.3 *Earnings Rate-* Compensatory time shall be earned at the rate of one hour for every hour worked above two hundred and twelve. No employee shall be permitted to accrue no more than two hundred sixteen (16) hours of compensatory time during the fiscal year. Each employee shall have their unused compensatory time converted to a lump sum payment during the last pay period of the year and shall receive the payment prior to the end of the fiscal year. The payment shall be paid at the overtime rate according to the employee's normal overtime-hourly rate.
- A) Compensatory time that is accrued over two hundred sixteen (216) hours shall be paid out according to the overtime rate of the employee. Compensatory time accrued over the maximum limit must have prior approval of the Fire Chief or designee.
- 18.4 *Compensatory Time Request-* Requests for use of Compensatory time must be turned into the Fire Chief or his Designee a minimum of two weeks for prior to the date(s) of use.

The employer has the right to deny the request if it "unduly disrupts the normal operation of the employer." When a request is denied the employer will be obligated to accommodate the initial request of accrued compensatory time at the next available, reasonable time.

- 18.5 *Employee Option-* The employee shall have the option at the end of the pay cycle to take Compensatory time in lieu of overtime payment. The parties agree that the employee shall choose either compensatory time or overtime payment. The overtime hours earned cannot be split.

**Article 19
Holidays**

19.1 *Holidays*- Any Employee who is required to work on a recognized holiday shall be paid one and one-half (1 and ½) times his regular hourly rate of pay for all hours worked on that holiday. For purposes of this Article, the following are recognized holidays:

New Year's Day	Martin Luther King Day
Easter Sunday	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Christmas Eve	Christmas Day

Except as provided above, no other holiday pay shall be paid.

19.2 *Start/End*- Holidays shifts shall start at 06:00 hours of the scheduled shift and end at 06:00 the following day.

**Article 20
Vacation**

20.1 *Vacation*- Each employee who has completed his probationary period shall receive paid vacation benefits 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:

• After One (1) Year of Service	72 Hours
• After Five (5) Years of Service	144 Hours
• After Ten (10) Years of Service	168 Hours
• After Fifteen (15) Years of Service	192 Hours
• After Twenty (20) Years of Service	240 Hours

20.2 *Vacation Requests*- 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. No vacation shall occur nor be permitted without the approval of the Township in advance of the start of such vacation. A vacation request must be submitted a minimum of thirty days in advance to the Fire Chief or his Designee to receive consideration. Once approved, scheduled vacation cannot be revoked without good cause.

20.3 *Accumulation*- Vacation benefits are not cumulative from year to year. All vacation time must be used during the calendar year. No monetary payments will be made in lieu of time off work.

Article 21
Sick Leave

21.1 *Sick Leave*- Sick leave shall be in accordance with the Ohio revised and the following Provisions set forth in this agreement:

- a) Accumulation- Sick Leave Accumulation shall start at the employment of an employee.
 - 1. Sick leave accrual rate shall be 0.045 hours for every hour worked
 - 2. Sick leave shall accumulate from year to year and shall be unlimited in accumulation of hours
 - 3. Sick leave that is used shall be deducted from the employee's accumulation based on the amount requested and new balance is calculated.
 - 4. The payroll stub of each employee shall indicate the amount of sick leave used and the new balance.

- b) Sick Leave shall not be accrued for the following;
 - 1. Compensatory Time
 - 2. Suspension
 - 3. Layoff

21.2 *Sick Use & Control*- Sick leave may only 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 due to the birth of the Employee's child; or,
- C. For absences due to an illness of an immediate family member of the Employee that requires the Employee's presence. Immediate family is defined as all dependents living in the Employee's home. Other relatives may be considered as determined by the Fire Chief.

21.3 *Notification*- The Employee shall directly notify the shift supervisor of his need for sick leave at least one (1) hours prior to the beginning of his assigned shift. After three incidents of absences, on the fourth within a calendar year the employee shall have the absence verified by medical documentation acceptable to the Township. In addition, when an Employee engages in a pattern of absenteeism or the circumstances otherwise indicating an abuse of sick leave, the Fire Chief in his discretion may require medical or other documentation verifying the need for leave.

21.4 *Falsification*- 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.

21.5 *Retirement*- Upon retirement the employee shall be entitled to the payoff of unused Sick Leave. Upon retirement the employee shall receive a sum of equal to forty percent (40%) of his accumulated sick leave to a maximum of five hundred (500) hours. The retirement age and service time shall be in accordance with the guidelines set forth by the Ohio Police and Fire Pension System

In the case of death while still employed with Miami Township, the employer shall pay the spouse or estate of the employee the accrued sick leave.

- Unused sick leave shall not be paid to the any employee who is terminated by the township

Article 22
Funeral Leave

- 22.1 An Employees who experience a death of a family member shall receive paid time off as described below. There shall be no charge to the Employee's sick leave balance or vacation balance, except as provided in Sections 4 and 5 below.
- 22.2 An Employee shall receive 48 consecutive hours (Two Shifts) of paid leave upon the death of the following members of his family:
- Mother
 - Father
 - Brother
 - Sister
 - Spouse
 - Child
- 22.3 An Employee shall receive 24 consecutive hours of paid leave upon the death of the following members of his family:
- Ex-Spouse (if employee had children with ex-spouse)
 - Grandparent
 - Grandchild
 - Mother-in-law
 - Father-in-law
 - Daughter-in-law
 - Son-in-law
 - Sister-in-law
 - Brother-in-law
- 22.4 For absences due to a death of other relatives or persons not listed above, an Employee may be granted the use of sick leave to attend the funeral upon receiving approval from the Chief
- 22.5 If an Employee can demonstrate a legitimate need for additional time off, the Chief may approve a written request for additional time (charged to sick leave) in his sole discretion

Article 23 Insurance

- 23.1 Insurance- The Township shall offer group medical care, vision, dental, death and disability, and professional liability insurance to members
- 23.2 Health and Dental Care Insurance Premiums- The Township shall pay 90% of the premium for single coverage and 80% of the premium for family coverage for the health care and dental programs, effective September 1, 2006. For employees who receive “employee and spouse” coverage or “employee and child” coverage, the Township will pay 90% of the premium up to the cost of a premium for single coverage, like it does for employees who only receive single coverage. Additionally, the Township will pay 80% of all costs above the cost a premium for single coverage. The Employee’s premium share shall be made via payroll deduction.
- 23.3 Insurance – General Provisions
- A. With respect to all insurance coverage provided to Employees, the Township retains the right to charge insurance carriers or self insure all or any portion of the benefits as long as the level of benefits remain the same. If the level of benefits change, the Township will meet and confer with the Union before implementing any changes.
 - B. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the Township and the Union. The Township will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated benefit claim representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.
 - C. The failure of any insurance carrier(s) to provide ay benefit for which it has contracted shall result in no liability to the Township or to the Union; nor shall such failure be considered a breach by the Township of the Union of any obligation undertaken under this or any other agreement. Nothing in this agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Township, union, Employee, or beneficiary of any Employee
 - D. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.
 - E. Any Employee may decline Employer health care coverage and receive \$175 per month in addition to compensation beginning the month following Union approval of this agreement. If an Employee accepts this \$175 benefit, the Employee must prove (submitting a copy of a valid policy that identifies Employee) that he is insured through another policy

- 23.4 Availability of Group Coverage- Group coverage shall become available to new members of the bargaining unit upon their application, as of the beginning of the following month or as soon as thereafter as coverage under the Township's policies can be effectuated.
- 23.5 The Township agrees to permit its employees to establish an insurance committee. That committee shall consist of at least one, but no more than three, employees from every employee group. That committee shall review several health insurance options and may make a recommendation to the Township Trustees after that review. The recommendation must be in writing and must explain the impact that any recommended changes will have on every employee group.
- 23.6 The Township will permit a secondary insurance that Association members will pay the entire cost and the Township will deduct from their regular paycheck with written authorization of the Association member. Examples of this type of insurance would be "Aflac, Police & Fireman's association ect.

Article 24
Health & Wellness

24.1

Physical Examinations- The Township will provide each Union Employee with a physical examination once each year at no cost to the Employee. The examiner and will be established by the Township, exception is the Employee's treating physician is an acceptable examiner for purposes of this Article. If the employee chooses their personal physician to conduct the examination, the township will reimburse the employee for the co-pay and/or any other costs involved which are equal to examinations described by t`he township

24.2

Confidentiality of all personal medical information obtained through the physical examination shall be in accordance with federal and state law, and no personal medical information may be disclosed to any person without written authorization of the person receiving the examination or the test.

24.3

The yearly physical examination shall be in compliance with the police and fire pension board physical examination, which is the standard approved by the board of police and fire.

24.4

At the end of the examination, the examining physician shall inform the Employer as to whether the person examined is fit for duty or not fit for duty. In the event that the physician reports that the person is not fit for duty, the physician shall also notify the employee examined they are not fit for duty. The physician must also provide as to why they are not fit for duty, and provide a professional opinion as to how long this person may continue to be not fit for duty.

24.5

All physical examinations and cardiac treadmill tests provided for in this agreement are mandatory. Any employee who refuses to comply with a directive to take the annual physical examination or cardiac treadmill test shall be subject to disciplinary action.

24.6

In an effort to increase the health and wellness of Association members , all Association members will be permitted to conduct physical fitness activity on their assigned twenty four hour shift.

Exposures- In accordance with Departmental practices existing in 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.

Article 25
Uniform Allowance

- 25.1 *Uniform & Equipment Allowance-* Each calendar year starting January 1 and ending December 31, the township shall allow each employee an open account of Four Hundred Dollars to purchase any uniforms and equipment so desired. Each employee's account shall be renewed on January 1. Should the township require additional uniforms, the township shall provide such uniforms at no charge to the employee's allowance.
- a. Should the Township alter the appearance or styles of the uniforms and equipment, the Township shall provide such uniforms and equipment at no charge to the employee's allowance in accordance with Section 24.8 of this Agreement
 - b. There shall be no spending no cap on items purchased through the employee's allowance, except as otherwise indicated in this Article.
- 25.2 *Hired Employees-* When employees are hired after the renewal of the Uniform Allowance the following provisions apply:
- a. Employees hired between January 1 and June 1 shall receive Four Hundred Dollars
 - b. Employees hired between June 2 and December 31 shall receive Two Hundred Dollars to maintain his/her uniforms. The employee shall receive the standard issued allowance at the renewal date.
- 25.3 *Damaged Uniforms & Equipment-* The Township shall replace at no charge to the employee's allowance any and all issued uniforms (footwear included) and equipment that is lost, damaged, or stolen during the line of duty of regular working conditions.
- a) The Township shall be responsible for lost, damaged, or stolen equipment purchased by the employee that is not Department Issued and for use during the line of duty or regular working conditions
- 25.4 *Non Issued Equipment-* Non Issued uniforms and equipment shall be purchased from any vendor or retailer that the Township currently associates with or contracts from. The following provisions shall apply: There shall be no cost limits applied towards any purchase made.
1. The employees and the employer shall approve a list of non-issued equipment and vendors from which items can be purchased using the employee's allowance. All Employees must retain a balance of at least 25% of their allowance until November 1 of each year.

25.5 Resignation/Termination- Upon registration or termination, employees are required to return all Township issued equipment listed in Section 7 of this Article.

25.6 Issued Equipment- At the time of employment, each employee shall receive a full complement of NFPA approved protective firefighting gear. This shall include current standard issue at time of appointment. The employee will also receive department approved station work uniforms including one Class "A" Dress Uniform.

Class "A" Dress Uniform- The employer shall provide a department issued Class "A" Dress Uniform. The employer shall cover the total cost of the Class "A" Dress Uniform.

Digital Pager- The employer shall provide a department issued pager for the purposes of receiving emergency calls, recall notifications, and miscellaneous department business.

Uniforms- Each employee shall be responsible to ensure the uniform issued by the department and accessories must be clean, neat and orderly. It shall be the responsibility of the employee to maintain and keep issued levels of uniforms and protective fire equipment in clean workable order. Failure to comply will result in disciplinary action.

Article 26 Mileage Allowance & Parking Fees

Employees required by the Township 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 27 Drug Free Workplace Policy

The parties understand the Township's Drug Policy is intended to meet level 2 requirements according to the Bureau of Worker's Compensation. If it does not, the parties agree to amend the policy to comply with the Bureau of Worker's Compensation guidelines. The policy is attached as Appendix A.

Article 28 Transitional Workplace Policy

The parties understand that the Township's Transitional Work Policy is intended to satisfy the requirements of Bureau of Worker's Compensation. If it does not, the parties agree to amend the policy to comply with the Bureau of Worker's Compensation guidelines. The policy is attached as Appendix B.

Article 29

Injury Leave

- 29.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred thirty-five (135) calendar days for each qualifying injury. OIL may be granted to an Employee:
- a. Who suffers an on-the-job injury from an identifiable incident that occurred in the course of performance of his or her official duties within the scope of his or her employment with the Employer; and
 - b. Where such injury directly results from a hazard; and
 - c. Who is off work due to said injury for a continuous period of five (5) working days
- The Township may decide to waive the requirement to use sick leave during the initial five (5) day period.
- 29.2 In the event of a service connected injury incurred in the active discharge of duty, particular to firefighting, emergency medical services and rescue operations or other similar emergency events beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, or "horseplay" by the Employee, the Employer shall grant the employee full pay for a period not to exceed one hundred thirty-five (135) calendar days. This time shall not be charged to the Employee's sick time. Upon written request of the Employee, the Employer may grant a thirty (30) day extension of the OIL.
- 29.3 An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possesses by the Employee's treating physician(s) and the treatment facility(ies) if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.
- 29.4 Any Employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth (5th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave or vacation used by the employee during the first five (5) days of absence shall be restored to his/her credit. The employee shall remit to the Employer all income benefits paid by the OBWC for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.
- 29.5 It is understood and agreed that the Employer's obligation under this Article is only the difference between the Employees regular rate of pay and the amount of income benefits paid to the Employee by OBWC, and that OIL is not in lieu of OBWC benefits.
- 29.6 In lieu of granting OIL, the Employer may assign the Employee to light duty with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if light duty work is available.

- 29.7 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in private employment of any nature whether or not such private employment is in a firefighting related field, and whether or not such private employment was secured through the Township.
- 29.8 Before an Employee on injury leave will be permitted to return to duty, he shall submit to the Chief a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform the duties of his position. Additionally, the Chief may require the Employee to submit to an examination by a physician selected by the Township, at the Township's expense, if there is any question about the Employee's ability to return to duty.
- 29.9 Any Association employee involved in a fatality incident and/or at the direction of the Fire Chief, may be required to take a maximum of forty-eight hours of paid leave from his/her regular duties. In the event the Fire Chief determines, in his discretion, that the leave is required, this leave shall be charged as injury leave not sick leave. In such circumstances after forty eight hours the employee can not report to work for regular duties, the Fire Chief shall request the services of a Critical Stress Debriefing Team. The Township may provide a psychologist or psychiatrist to determine the employee's ability to return to work. If, it is determined, by the Critical Stress Debriefing Team or a physician, that additional time off is needed, the employee shall use sick leave.

Article 30 Training & Education

The Township and the employees recognize the benefits of continued education and training for professional growth and development. The Township will pay the expense of bargaining unit employees who attend training schools, seminars, or other educational programs, with prior written approval of the Fire Chief. Education shall be paid by the Township as follows:

- A. Normal hourly rate will be paid to the employee when attending approved trainings on the employee's assigned normal work day.
- B. Each member of the bargaining unit is allowable to have forty eight (48) hours per calendar year of paid training. This training must have prior approval.
- C. If the training or education location is located less than fifty miles beyond Township Hall on S. Miami in Cleves, Ohio. The Employee is expected to return to their regular shift as soon as possible after the training is complete

Submission for approval is as follows:

- 1. Employee shall complete department outside training request form and submit to the training Captain. This must be completed 30 days prior to the training or be approved by the fire chief
- 2. Training Captain approves or denies the training
- 3. Employee receives notification of training disposition
- 4. If approved, employee shall make contact with training Captain for scheduling of course.

Stipulations of approved outside training request.

- 1. If employee fails to attend any type of training which has been approved by Miami Township, (without just cause) they shall reimburse Miami Township the amount the Township has invested in the training.
- 2. If the absence is without just cause the employee will not be permitted to attend a Township approved and paid outside training course for the period of one year from the date of the original training session in which the employee was absent.

Just cause shall be at the discretion of the Training Captain approved by the Fire Chief. These may include but not bound by:

- a. Illness of employee
- b. Illness of immediate family member of employee
 - i. Mother Father
 - ii. Spouse Child
 - iii. Brother Sister
- c. Death in immediate family of employee
- d. Other circumstances at the discretion of Training Captain approved by Fire Chief

Article 31 Maintaining State Certification

All employees who are hired into this bargaining unit as a state of Ohio Emergency Medical Technician- Basic level or state of Ohio Emergency Medical Technician- Paramedic shall maintain that level of certification during their course of employment by Miami Township. If an employee loses their certification this shall be considered just cause for termination.

If the employee loses their State of Ohio Emergency Medical Technician (Basic EMT or Paramedic) certification or having said certification suspended for any reason must notify the Fire Chief in writing and by phone within twenty four (24) hours of time of the incident not including weekends and holidays. Failure to notify shall be considered just cause for termination.

All Employees who are certified as a State of Ohio Fire Firefighter level 2 or Firefighter 240 at time this agreement is signed shall maintain that certification the length of this agreement.

Driver's License--All employees of the bargaining unit shall be required to maintain a valid state driver's license during their course of employment by Miami Township. The driver's license shall be valid and issued from the state in which the employee resides.

If an employee's driver license is revoked, administratively, judicially or for any other reason the employee must notify the Fire Chief in writing and by phone within twenty four (24) hours of time of the incident not including weekends and holidays of the drivers' license revocation. Failure to notify shall be considered just cause for termination. Upon notification that an Employee's drivers' license has been revoked, the Employer shall conduct an investigation into the reasons of the revocation and if required take appropriate disciplinary action up to and including termination.

Article 32 Donated Leave Time

All members of the bargaining unit shall be eligible for donated leave benefits, subject to the terms of this section, to relieve hardship resulting from extended illness or injury to the employee or members of the employee's immediate family. For purposes of this section, immediate family is defines as: husband, wife, father, mother, son, daughter, foster children and step children.

- A. When it comes to the attention of the Fire Chief that an employee's sick leave balance has been or is about to be exhausted, the Fire Chief shall investigate:
 - 1. The character of the present ailment impacting the employee or family member;
 - 2. The prognosis from the physician treating the employee or family member.

- B. The Fire Chief shall execute a letter to the Township Trustee's, setting forth;
 - 1. The details of the investigation;
 - 2. Any recommendation the Fire Chief may have concerning the employee's eligibility as a recipient of donated sick leave time.

- C. If the Township Trustee's approve a recommendation for an employee to be the recipient of donated sick leave time, a member of the bargaining unit wishing to voluntarily donate time for the benefit of such approved recipient shall submit a request to the Fire Chief listing the name of the beneficiary with the number of hours to be donated from their sick time.

- D. In no case will donated sick time be permitted to extend an employee's period of sick leave beyond a recommended disability retirement date as established by the retirement board.

- E. An employee may be the recipient of no more than six hundred twenty four (624) hours of donated leave in any calendar year. All donated time shall be non-refundable to the donor.

- F. Donated time shall be converted to its cash equivalency of the recipient's hourly rate not the employee donated rate. All donated time shall be credited to the recipient as sick leave.

- G. No employee shall drop below a balance of 100 hours after donated time is subtracted from their sick time balance.

Article 33 Leave Without Pay

Family and Medical Leave-Family and Medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

- 1) To care for his/her own serious health condition
- 2) To care for his/her spouse, child, or parent who has a serious health condition; or
- 3) Because of the birth, adoption, or foster placement of a child

The employee's available paid leave (sick leave and vacation) may be used and would be included in the twelve week total for the above reasons only. The employee or his/her representative must provide the Employer with thirty days advance notice of the leave or such notice as is practicable if thirty days notice is not possible. The employee his/her representative shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave pursuant to the provisions of this agreement.

Disability Leave

A physically or mentally incapacitated employee who has completed his/her probationary period or his/her representative may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee or his/her representative furnishes satisfactory medical proof of such disability along with his/her written request; and is:

Hospitalized or institutionalized;

On a period of convalescence following hospitalizations or institutionalization authorized by a physician at the hospital or institution; or

Declared incapacitated for the performance of the duties of his/her position by a licensed physician.

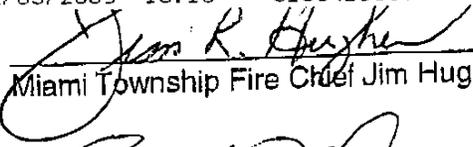
Article 34 TEMPORARY WORK ASSIGNMENT

If an employee and the Fire Chief agree an employee is injured and/or ill and is unable to perform their full regular duties, that employee and the Fire Chief may mutually agree to a temporary work assignment for the employee which would enable the employee to work without being responsible for fulfillment of all their regular duties as the Fire Chief and employee agree in writing. The employee must perform the temporary work assignment as agreed. The employee or Fire Chief may revoke the mutual agreement at any time with forty-eight hours in advance written notice from either party. Employees on temporary assignment will generally be assigned to a weekly five days on, 2 days off eight hours per day schedule. The schedule is at the discretion of the Fire Chief. The employee would not suffer any loss of their regular pay or benefits during the period of temporary work assignment, except that the employee shall not be entitled to payment of any potential overtime.

Article 35

Duration of Agreement

This Agreement shall be in effect on May 15, 2009 through and shall continue in effect through 11:59 PM on May 14, 2012 and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the expiration of this Agreement or any of the dates of renewal thereof, written notice of termination shall be delivered by either party to the other.


Miami Township Fire Chief Jim Hughes

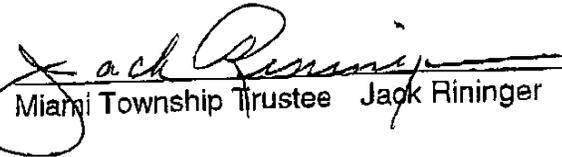
5-21-09

Date


Miami Township Deputy Fire Chief Steve Ober

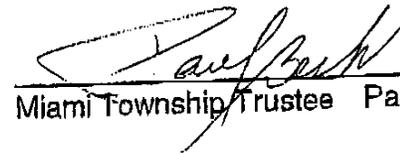
5-27-09

Date


Miami Township Trustee Jack Rininger

5-27-09

Date

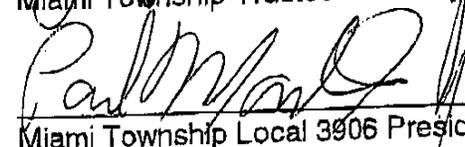

Miami Township Trustee Paul Beck

5-27-09

Date


Miami Township Trustee Joe Sykes

Date


Miami Township Local 3906 President Paul Montavon, Jr

5-27-09

Date

Miami Township Local 3906 Vice President Michael Kramer

Date


Miami Township Local 3906 Contract Committee Member Nick Gemmell

5-27-09

Date

2009 DEC -7 A 9:02
STATE EMPLOYMENT
RELATIONS BOARD