



**SIDE BAR AGREEMENT MODIFYING THE CONTRACT
BETWEEN THE SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES AND THE
SPRINGFIELD TOWNSHIP PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 4268
("IAFF")**

Effective upon execution, the following side bar agreement modifies the application of Article 14, Section 14.2 of the Agreement between the Springfield Township Board of Trustees and the Springfield Township Professional Fire Fighters, IAFF Local 4268 ("IAFF") (hereinafter referred to as "the Agreement") which was previously executed in December of 2011, as follows:

Although Article 14, Section 14.2 of the Agreement expressly states that "[h]ours of paid or unpaid leave do not count towards the determination of overtime hours," Springfield Township will include all approved sick leave in the calculation of overtime hours from December 24, 2011 until December 22, 2012. Thereafter, unless otherwise agreed in writing by the parties, approved sick leave will no longer count towards the determination of overtime hours. All other provisions of Article 14, in general, and Section 14.2, in particular, remain as written.

The Township and the IAFF mutually agree to the above modification and understand that the modification will replace the understanding between the parties regarding Article 14, Section 14.2 through December 22, 2012.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 30th day of December, 2011.

For the Springfield Township Board of Trustees

Tom Bryan Date: Dec 22, 2011
Tom Bryan, Trustee

Joseph Honerlaw Date: 12-21-11
Joseph Honerlaw, Trustee

Gwen McFarlin Date: 12/21/11
Gwen McFarlin, Trustee

Michael Hinnenkamp Date: 12-21-11
Michael Hinnenkamp, Administrator

Robert Leininger Date: 12-22-11
Robert Leininger, Fire Chief

For the IAFF Local 4268

 Date: 12-22-11
Mike Stine, President

 Date: 12-30-11
Ben Casteel, Committee Member

 Date: 12-27-11
Dan Vanderman, Committee Member

 Date: 1-3-12
Randy Miller, Committee Member

**ARTICLE 1
PREAMBLE AND DEFINITIONS**

Section 1.1: This Agreement entered into by and between the Springfield Township, Hamilton County, Ohio, Board of Trustees hereinafter referred to as the "Employer", and the Springfield Township Professional Fire Fighters, IAFF Local 4268 hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in its entirety the full and complete understandings and agreements between the parties governing the wages, and the hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2: The following definitions shall apply to this agreement:

- A) Employer -- The Board of Trustees and/or any employee, supervisor, representative, agent, or person designated by the Board of Trustees or Township Administrator of Springfield Township to act on its behalf.
- B) Employee -- a non-probationary full time-paramedic/firefighter or Lieutenant paramedic/firefighter. "Employee" shall designate both sexes and wherever the male gender is used, it shall also be construed to include male and female Employees.
- C) Supervisor -- Captain, Assistant Fire Chief or Fire Chief
- D) Working Time -- any hours during which an Employee is scheduled to work
- E) Work Period -- A work period of 28 days is herewith adopted pursuant to section 207 (k) of the Fair Labor Standards Act.
- F) Business Day -- those days and during those times that the Administrative Offices of the Employer are open for business to the general public.
- G) Department -- The Springfield Township Fire Department

**ARTICLE 2
RECOGNITION**

Section 2.1: The Employer recognizes the IAFF, Local 4268 as the sole and exclusive representative for Employees as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 03-MED-07-0771 on June 19, 2003.

Section 2.2: In the event that a new position is created within the Department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit, and shall so advise the Union in writing within seven (7) Business Days of such position change or creation. If the Union disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Union's written notification to the Employer. If the parties agree upon the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the determination shall be subject to challenge by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the State Employment Relations Board (hereinafter "SERB") Rules and Regulations.

**ARTICLE 3
NON-DISCRIMINATION**

Section 3.1: The Employer and the Union agree not to discriminate against any employee with respect to compensation or terms or conditions of employment or because of such individual's race, color, religion, sex, age, ancestry, national origin, handicap, Union membership or non-union membership. The use of bona fide occupational qualifications by the Employer shall not be construed as discrimination, and is therefore not subject to the grievance procedure as provided for in this Agreement.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 4.1: The Employer possesses the sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but are not limited to, the following:

- A. The right to determine all matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the department, standards of service, its overall budget, utilization of technology, and organizational structure.
- B. 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 type 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 service (except those subject to mandatory bargaining), facilities, equipment, materials or methods of operation.
- C. The right to hire, direct, supervise, evaluate, and train Employees; to determine the starting and quitting time and the hours to be worked, including overtime, meals and breaks; to determine the amount of supervision necessary, to determine work schedules and the method of process by which the work is to be performed; to establish or abolish training programs for Employees, to establish certification requirements for Employees; to determine intra-departmental work assignments for Employees; and to transfer, or promote Employees.
- D. The right to determine the overall methods, processes, means, or personnel by which operations are to be conducted; to determine and re-determine, from time to time, the number, location, and types of Employees; to discontinue any performance of service by Employees; to determine the hours of operation of the department, to select and determine the number and types of Employees required; and to determine the work assignments of Employees.
- E. The right to suspend, discipline, demote, or discharge Employees for just cause; to relieve Employees from duty with pay; and to continue, alter, make and enforce reasonable rules for the maintenance of discipline.
- F. The right to determine the adequacy of the work force; to select and determine the number and types of Employees required.
- G. The right to take actions to carry out the mission of the department as a governmental unit.

Section 4.2: The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement are and shall remain the function of the Employer.

Section 4.3: The Union recognizes and accepts that Employer shall have the clear and exclusive right to render decisions in all areas included in its management rights, and that such decisions, except as otherwise provided in this Agreement, shall not be subject to any grievance procedure.

Section 4.4: The Union recognizes and accepts that Employer is not required to bargain on subjects reserved to the management and direction of the Employer in O.R.C. 4117.09, except as those subjects that affect wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Agreement, as required by operation of law.

**ARTICLE 5
DUES DEDUCTION**

Section 5.1: The Employer agrees to deduct from the wages of each Employee, all Union membership dues uniformly required. Employees authorizing dues deductions shall submit an individual written authorization card bearing their signature. The Union will notify the Employer from time to time of the dues it charges.

Section 5.2: The Employer shall be relieved from its obligation to make such "check off" deductions upon:

- A. Termination of employment, or
- B. Transfer of a job other than one covered by the bargaining unit, or
- C. Layoff from work or
- D. An agreed leave of absence without pay, or
- E. Written revocation of the check off authorization by the employee submitted during the period of 60 to 30 days prior to the expiration of this Agreement.

Section 5.3: The Union agrees to indemnify and to hold the Employer harmless from any action commenced by an Employee arising as a result of the deductions made under this Article.

Section 5.4: All dues and fair share fees collected shall be paid over by the Employer once each month and sent to the Union.

**ARTICLE 6
REPRESENTATION**

Section 6.1: A representative of the Union, who is not an employee of Springfield Township, shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings or hearings as authorized in this Agreement. Upon arrival, the Union representative shall identify himself to the Employer.

Section 6.2: The Employer shall recognize any member of the IAFF Local 4268 Executive Board who are designated by the Union as the Union representatives for the purposes of representation as provided for in this Agreement. No Employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that Employee's selection.

Section 6.3: The Union shall provide to the Employer an official roster of its officers, its Non-Employee Union representatives, and its Employee Union representatives, which shall be kept current at all times and shall include the following:

- A. Name;
- B. Office held in Union.

Section 6.4: The Union agrees that no official of the Union shall interfere, interrupt, or disrupt the normal work duties of any employees, whether or not they are members of the bargaining unit. The Union further agrees not to conduct Union business during Working Time except to the extent specifically authorized herein.

No Non-Employee Union representative shall enter any work or employee break areas of the Employer without obtaining the prior permission of the Employer, and shall not conduct any Union activities in any area of any facility of the Employer or in any work area without notifying the supervisor(s) in charge of such area(s) of the nature of the Union activity.

All Non-Employee and Employee Union officials shall cease any unauthorized activities immediately upon the request of the Employer or the supervisor of the area where the unauthorized activity is being conducted.

Section 6.5: Employees shall not engage in any Union activities during the Working Time of any employees, other than as provided for in this Agreement. Notwithstanding the above, Employees may engage in contract negotiation with the Employer and may individually draft grievances, contract language or plan bona fide Union activities during Working Time as approved by a Supervisor.

ARTICLE 7 UNION/EMPLOYER MEETINGS

Section 7.1: In the interest of sound labor/management relations, twice each calendar year, on a mutually agreeable day and time, the Employer shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings shall be scheduled upon the request of either the Employer or Union. The parties shall be limited to three representatives.

Section 7.2: The Union will present a written notice to the Employer at least ten (10) calendar days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of the Union representatives who will be attending. The Employer will present an agenda to the Union at least five (5) calendar days in advance of the scheduled meeting with a list of matters to be discussed at the meeting and the names of the employer representatives who will be attending.

Section 7.3: Areas of mutual concern, including conditions tending to cause misunderstandings or problems, shall be considered in recommendations made to either the Employer or to the Union, or to both, by the persons present at any labor/management meeting. Such meetings shall be exclusive of the grievance procedure as provided for elsewhere in this Agreement. Grievances shall not be considered at such meetings, nor shall proposals to alter the terms of this Agreement be discussed.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1: The term "grievance" shall herein mean an allegation by an Employee that there has been a breach, a misinterpretation, or an improper application of this Agreement.

Section 8.2: The grievance procedure may not be used to effect changes in the terms of this Agreement. Therefore, any dispute or grievance which would change the terms of this Agreement, or the remedy to which would be a violation of state or federal law or constitutions, shall not be considered a grievance and is not subject to the grievance procedure.

Section 8.3: If specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (limited to Worker's Compensation, Unemployment Compensation, Equal Employment Opportunity Commission, Civil Rights Commission, or Department of Labor Wage and Hour Division) may not be made the subject of a grievance hereunder and may not be processed as such. The Employee and his representative may meet with the Employer in an effort to resolve the matter prior to any appeal to an outside administrative agency.

Section 8.4: A grievance, under this procedure, may be filed by any Employee or the Union. Probationary employees may file grievances that do not involve disciplinary action taken against them, as is further stipulated in Article 10. The Union shall also be prohibited from filing any grievance involving disciplinary action against a probationary employee.

Section 8.5: Where a group of Employees desire to file a grievance involving a situation affecting more than one (1) Employee in a similar manner, all bargaining unit Employees affected must sign the grievance.

Section 8.6: All grievances must be timely processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the grievance procedure will be deemed to have been settled on the basis of the Employer's response at the last completed step.

Section 8.7: Any grievance not answered by the Employer within the time limits stipulated herein may be advanced by the Employee to the next step in the grievance procedure.

Section 8.8: Any Employee may withdraw a grievance at any point in the grievance procedure by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not processed by the Employee within the time limits stipulated herein, shall be considered resolved based upon the Employer's last response.

Section 8.9: Time limits stipulated herein may be extended by mutual agreement of the parties. Such mutual agreement shall be in writing.

Section 8.10: A grievance must be submitted within fourteen (14) Business Days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts giving rise to the grievance. This thirty (30) calendar day limitation only applies to Employees who were on leave status at the time of the occurrence of the facts giving rise to the grievance. Such Employees have seven (7) Business Days after their return from leave to file a grievance over an occurrence during the term of his leave, provided that the thirty (30) calendar day limits is not exhausted.

Section 8.11: The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck is received by the Employee, which contains the alleged error or omission.

Section 8.12: All written grievances shall be on an Exhibit A, attached to this agreement and shall contain the information required therein:

Section 8.13: It shall be the responsibility of the Union to duplicate, distribute, and account for all grievance forms.

Section 8.14: The investigation of grievances by Employees and/or Union representatives shall be on non-work time. The writing of grievances by employee Union representatives may be performed, during working hours when such activity does not interfere with the performance of assigned duties. If grievance hearings are scheduled during the regular work schedule of an Employee or Union representative, such Employee or representative shall not suffer any loss of pay while attending such hearings.

Section 8.15: Disciplinary actions of verbal warning, written warning and/or written reprimand are not subject to the grievance procedure.

Section 8.16: It is the mutual desire of the Employer and the Union to provide for prompt processing of grievances with a minimum amount of interruption of work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step of the grievance procedure. In furtherance of this objective, the steps provided herein shall be followed. The Employee may have the appropriate Union representative present during any meeting or hearing provided herein.

STEP 1: In order for an alleged grievance to receive consideration under this procedure, the Employee must identify the alleged grievance to the Fire Chief within the time limits provided for herein. Such grievance shall be in writing on the mutually agreed grievance form. The Fire Chief shall have five (5) working days in which to schedule a meeting, if he/she deems necessary, with the grievant. The Fire Chief shall investigate and respond in writing to the grievant within five (5) working days following the meeting date or five (5) working days following receipt of the grievance, whichever is later.

STEP 2: If the grievance is not resolved in Step 1, the grievant may, within five (5) working days following the Step 1 reply, refer the grievance to the Township Administrator or his designee. The Employer shall have five (5) working days in which to schedule a meeting, if he deems necessary, with the grievant. The Employer shall investigate and respond in writing to the grievant and the

Union within five (5) working days following the meeting date or five (5) working days following receipt of the grievance, whichever is later.

STEP 3. The Union, based upon the facts presented, has the exclusive right to decide whether or not to arbitrate a grievance filed by an Employee or the Union. Within fifteen (15) calendar days from the date of the final answer of a grievance at Step 2 the Union may notify the Employer of the intent to seek arbitration. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a list of nine (9) arbitrators from FMCS Region No. 15. The parties shall alternately strike names of the arbitrators until there is only one name remaining who shall be the Arbitrator. Either party may once reject the entire list and request another list from the FMCS of nine (9) additional names from which the parties shall alternately strike names until a mutually agreeable arbitrator is selected.

Section 8.17: The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of the specific Articles and/or Sections of this Agreement, and shall be without the power or authority to make any decision, which is:

- A. Contrary to, inconsistent with or modifies or varies in any way the terms of this Agreement or applicable laws;
- B. Contrary to, inconsistent with, changes, alters, limits, or modifies any practice, policy, rules, or regulations, presently or in the future established by the Employer, so long as such practice, policy, or regulation does not conflict with this Agreement, and/or;
- C. Contrary to the inherent right of the Employer to exercise its management rights or infers any limitation upon the Employer from any provisions of this Agreement.

Section 8.18: The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such right originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement.

Section 8.19: The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the panel's jurisdiction. The first question to be placed before the panel will be whether or not the grievance is arbitrable. If the panel determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitration panel.

Section 8.20: The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within fourteen (14) calendar days after the conclusion of testimony and argument or submission of final briefs.

Section 8.21: The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be paid by the losing party; however, if the losing party cannot be determined, the arbitrator shall apportion the costs to be paid by the Employer and the Union, and shall set down this apportionment as part of his decision.

Section 8.22: Expenses of any witnesses required to testify at any grievance arbitration hearing shall be borne, if any, by the party calling the witness, except that the wages of employees who may be required to testify or be present at grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporter or any other means of providing an official transcript of the hearing shall be paid by the party requesting the recording or transcript. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

**ARTICLE 9
DISCIPLINE**

Section 9.1: The tenure of every Employee of Springfield Township shall be during good behavior and efficient service. No Employee shall be reduced in pay or position, suspended, discharged, transferred or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee for just cause. The Employer may take this type of action for infractions by the Employee while the employee is on duty or off duty representing him/herself as an Employee of Springfield Township.

- A. Verbal Warning;
- B. Written Warning;
- C. Written Reprimand;
- D. Suspension Without Pay;
- E. Discharge From Employment.

Section 9.2: Incompetency, inefficiency, dishonesty, use of or addiction to any illegal substance, alcoholism or drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, tardiness, any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in service shall be cause for disciplinary action. Further, as is more fully explained in Article 37 of this Agreement, the failure to maintain paramedic certification, falsification of affidavits pertaining to certification, and/or refusal of the Employer's insurance carrier to insure Employee to drive Township vehicles shall be grounds for termination.

Section 9.3: Except in extreme instances wherein the Employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.

Section 9.4: When the Employer has reason to discipline an Employee, every reasonable effort shall be made to carry out such discipline in a manner that will not embarrass the Employee before other Employees or the public.

Section 9.5: Whenever the Employer determines that an Employee may be disciplined for cause (including only suspensions, reductions or termination); a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged conduct.

Section 9.6: Pre-disciplinary hearings will be conducted by the Township Administrator or in his or her absence a neutral Township employee selected from those employees not directly in the chain of command of the Employee, or by neutral selected from outside of the Department or township employment. At the direction of the Employer an impartial neutral, who is not a Township employee, may be selected. The Employer shall select the neutral.

Section 9.7: Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the Employee a written outline of the charges, which may be the basis for disciplinary action. Included in the written outline of charges will be a notice that the employee has the right to have a representative present at the hearing. The Employee must choose to: (1) appear at the hearing to present an oral or written statement in his defense; (2) appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or (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 presumed that he has elected to waive his right to such hearing.

Section 9.8: At the pre-disciplinary hearing, the Township Administrator or neutral will ask the Employee or his 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 action.

Section 9.9: At the pre-disciplinary hearing, the Employee may present any testimony, witnesses, or documents, which explain whether the alleged incident occurred. The Employee shall provide a list of witnesses to

the Township Administrator or neutral as far in advance as possible, but not later than 5:00 P.M. on the day prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify witnesses that their attendance is desired.

Section 9.10: The Employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral concluding as to whether the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral's report will be provided to the Employee within seven (7) Business Days following its receipt by the Employer.

ARTICLE 10 PROBATIONARY PERIODS

Section 10.1: Every newly-hired or promoted employee will be required to successfully complete a probationary period, which period shall be considered the last portion of the selection process. The probationary period for new or promoted employees shall begin on the first day for which the employee receives compensation from the Employer as a full-time or promoted employee and shall continue for a period of twelve (12) months.

Section 10.2: The Employer shall evaluate all employees during their initial probationary period in accordance with its policies and procedures. In the event that the Employer determines that the job performance of a probationary employee does not meet all requirements of the Employer, the Employer may extend the probationary period in three (3) month increments, not to exceed one (1) year if the Employer feels additional time is necessary to adequately evaluate the employee. During the initial probationary period, the Employer has the right to terminate the employment of the probationary Employee with or without cause and such discharge is not appealable thru the grievance procedure.

Section 10.3: In the event that the Employer determines that the job performance of a promoted probationary Employee does not meet all of the requirements of the Employer, the Employer may, with or without extending the probationary period, demote the promoted probationary employee to his/her prior rank. Prior to being demoted, the Employee shall receive a conference with the Employer and be given a written explanation of his/her performance deficiencies. Promoted probationary Employees may be disciplined up to and including termination pursuant to Article 9 and 37 of this Agreement.

ARTICLE 11 SENIORITY

Section 11.1: Seniority for Employees hired shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, the Employee loses all previously accumulated seniority

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

Section 11.3: Employees who are laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 11.4: The Employer shall provide a current seniority list upon request of any member of the bargaining unit or change to the list to IAFF Local 4268 Employee Union Representatives. This list shall be used whenever required by specific Articles or Sections of this Agreement.

Section 11.5: If an Employee is promoted to another rank he/she shall be placed at the bottom of the seniority list for that rank, but shall retain his/her overall department seniority. If an Employee is demoted due to a disciplinary reason or self demotes that employee shall be placed at the bottom of seniority list for that rank which they demoted down to, but shall retain their overall department seniority.

Kelly days will be selected by seniority per the existing seniority list. Unit days may be changed to accommodate Kelly day choices at the discretion of the Fire Chief.

**ARTICLE 12
LAYOFF AND RECALL**

Section 12.1: The parties mutually agree that the following procedures shall be the sole and exclusive procedures for implementing a lay-off or job abolishment directly affecting Employees and that any statutory procedures in conflict with the following are hereby specifically, waived.

When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employees sixty (60) days in advance of the effective date of the layoff or job abolishment. The determination regarding whether or not the layoffs or job abolishment are necessary shall be at the sole discretion of the Employer. Such determination by the Employer shall not be unreasonable.

Upon request of the Union within five (5) business days of notification, the Township Administrator or his/her designee agrees to meet and confer with the Union regarding the effect of the layoff and to explore possible alternatives to avoid the need for the layoff. Such meeting shall not delay the implementation of the layoff unless the parties mutually agree to an alternative to the layoff.

Section 12.2: The Employer shall determine in which classification(s) and which work section(s) layoffs will occur in each classification, affected Employees will be laid off in accordance with their seniority (least senior first). Within five (5) days after receiving notice, the Employee may exercise his right to bump. An Employee may bump any less senior Employee within any classification previously promoted from. Any Employee who is bumped from his position will have five (5) days in which to exercise his bumping rights in a similar manner. Full time employees who are displaced shall have the right to bump into the part-time classifications. For purpose of layoff, seniority shall be defined by Employee's length of continuous full-time employment with the Employer.

Section 12.3: Employees who have completed their assigned probationary period, who are laid off, shall be placed on a recall list for a period of two years. If a position from which the Employee was laid off becomes available within this time frame, Employees who are still on the recall list shall be recalled in the reverse order of their layoff, provided they remain qualified, licensed, and eligible to perform such work. Employees who are laid off shall have the right to attend any department sponsored continuing education classes.

Section 12.4: Notice of recall shall be sent to the Employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee. It is the responsibility of the bargaining unit Employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

Section 12.5: The recalled Employee shall have five (5) calendar days following the date of his receipt or tile attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following his receipt of or the attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the recall notice.

Section 12.6: Any Employee who fails to notify the Employer of his intent to return to duty or who fails to return to duty within the time limits set forth herein shall be immediately terminated from employment and his name shall be removed from the seniority list.

**ARTICLE 13
PERSONNEL FILES**

Section 13.1: Any Employee may inspect his personnel file maintained by the Employer at a mutually agreeable time. The Employee shall be entitled to have a representative of his choice accompany him during such review.

Section 13.2: No anonymous material of any type shall be included in the Employee's personnel file.

Section 13.3: Except as required by O.R.C. 149.43, documents contained in an Employee's personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the Employee.

**ARTICLE 14
HOURS OF WORK AND OVERTIME**

Section 14.1: The work schedule of each Employee shall be determined by the Employer. Notice of any change in an Employee's unit day assignment shall be provided thirty (30) days in advance.

Section 14.2: Employees shall be paid for all hours which they are required to be on duty, and as provided for in this Agreement. Only Employees eligible under the Fair Labor Standards Act, as that Act may change from time to time, shall be eligible for overtime compensation under this Agreement. As the Employer has adopted the 7(k) exemption of the Fair Labor Standards Act, eligible Employees will be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay for all hours actually worked in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period ("overtime"). Hours of paid or unpaid leave do not count towards the determination of overtime hours. Overtime will be paid in accordance with the Fair Labor Standards Act and will include each Employee's hourly rate and, where applicable, other remuneration required by law. There shall be no pyramiding of overtime. Overtime shall be paid at the conclusion of each twenty-eight (28) day work period.

Section 14.3: An eligible Employee may request that any or all of their overtime hours be paid by compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in overtime status. Compensatory time credits shall be given at the conclusion of each twenty-eight (28) day work period. The granting and use of such compensatory time shall be at the sole discretion of the Employer and shall not interfere with the effective and efficient operation of the department. The maximum compensatory time that each eligible Employee shall be allowed to accumulate is ninety-six (96) hours for Employees working a forty-eight (48) hour work week and one hundred and six (106) hours for Employees working a fifty-three (53) hour work week. Once an Employee reaches a compensatory time balance of ninety-six (96), for Employees working a forty-eight (48) hour work week and one hundred and six (106) hours for Employees working a fifty-three (53) hour work week. Employees may choose to "cash out" all or any amount of their compensatory time balance one time per calendar year (except during the month of December) by making such request in writing on the form required by the Employer and attaching the form to the time card at least 30 days in advance of the pay period in which payment is requested. The maximum amount of compensatory time an Employee may use in any given calendar year shall be eighty-four (84) hours for Medic/FF and one hundred and six (106) hours for a Lieutenant.

Section 14.4: Employee vacancies shall be filled in accordance with the policy established in January 2004 until such time, if any, as that policy is modified by mutual agreement.

Section 14.5: All shift changes shall require the approval of the Fire Chief or his designee.

**ARTICLE 15
WAGES**

Section 15.1: Following wages are based on a 53 Hour Work-Week

Lieutenant Paramedic Firefighter			
	2012	2013	2014
Probationary	\$23.49 per hour	\$23.49 per hour	\$23.49 per hour
Non-Probationary	\$25.79 per hour	\$25.79 per hour	\$25.79 per hour

Section 15.2: Following salaries are based on a 48 Hour Work-Week

Full-time Paramedic Firefighters			
	2012	2013	2014
Probationary	\$19.69 per hour	\$19.69 per hour	\$19.69 per hour
12-24 Months	\$21.31 per hour	\$21.31 per hour	\$21.31 per hour
24+ Months	\$23.97 per hour	\$23.97 per hour	\$23.97 per hour

**ARTICLE 16
COURT TIME**

Section 16.1: All Employees who testify in court as representatives of the Township shall be paid for each hour of their court appearance, with a three (3) hour minimum payment, provided that the Employee is not on duty at the time of his/her appearance. Court time shall be paid at the Employee's regular rate of pay unless the Employee exceeds the overtime threshold amount established in Section 14.2 by working the court time. In such an event, the court time will be paid as overtime or compensatory time as outlined in Article 14. Supervisors may limit the number of Employees who may testify in any given court case.

Section 16.2: The actual time that an Employee is required to appear in any court as provided for in this Article must be verified by such court prior to the approval of any court time pay or related travel pay.

Section 16.3: All court time shall be included by the Employee on his/her time card. Overtime and compensatory time credits for court time shall be paid or given at the conclusion of each twenty-eight (28) day work period.

Section 16.4: Employees are required to be on time for all scheduled court appearances. Employees who fail to show for a required court appearance shall face disciplinary action by the Employer if the Employer determines that an inadequate reason(s) existed to warrant the absence or tardiness. Employees shall forfeit the three (3) 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.

Section 16.5 The Employer will give full pay to any Employee who is subpoenaed for jury duty by the United States, State of Ohio, or a political subdivision thereof. During the period of jury duty, employees are required to be at work as scheduled whenever their presence is not required by the court. Hours spent compensated for jury duty shall not be considered hours of work for the purpose of calculating overtime.

ARTICLE 17 INSURANCE

Section 17.1: The Employer agrees to provide major medical/hospitalization and dental insurance coverage for all Employees covered by this Agreement at benefit and co-pay premium payment levels commensurate with the Employer's group health care plan, including any change thereto for the duration of this Agreement.

The current (January 1, 2012) total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees is \$5,868.72 (\$5,118.72 combined premium costs plus \$750.00 HSA contribution cost) for an individual plan and \$15,695.28 (\$14,195.28 combined premium cost plus \$1,500.00 HSA contribution cost) for a family plan. The Employer shall pay 100% of this total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees.

If, at any time during the pendency of this Agreement, the total combined costs to provide major medical/hospitalization and dental insurance coverage for Employees (i.e., combined premium cost plus HSA contribution cost) increases from the amounts listed above, the Employer may require, at its sole discretion, that Employees pay up to 12.5% in 2013 and 15% in 2014 of the total combined cost of providing major medical/hospitalization and dental insurance coverage, reduce the amount the Employer contributes to the Employee's HSA account, or eliminate the HSA account contribution entirely for the remainder of this Agreement. If an HSA Plan is not in place the Employer may still require at its sole discretion, that Employees pay up to 12.5% in 2013 and 15% in 2014 of the total cost of providing major medical /hospitalization and dental coverage. The Employee's share of the total combined cost shall be deducted from the Employee's bi-weekly wages without additional authorization from the Employee.

Section 17.2: The Employer shall provide each full-time Employee with a group life insurance policy with a death benefit of fifty thousand dollars (\$50,000.00) and an accidental death benefit of one hundred thousand dollars (\$100,000.00). The Employer shall pay one hundred percent (100%) of all premiums for such insurance.

Section 17.3: The Employer agrees to indemnify and defend any Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

Section 17.4: The insurance carrier and/or the method of providing all insurance provided for within this Article shall be solely within the discretion of the Employer. The Employer shall attempt to provide equitable coverage to that which was in effect on the execution of this Agreement.

Section 17.5: The Employer shall provide the same insurance plan and benefits to all eligible township Employees.

Section 17.6: Full-time Employees must remain in an active pay status in order to continue to be eligible for Employer paid healthcare coverage, unless specifically approved and authorized by the Township Administrator or Board of Trustees. Employees who are on an approved unpaid leave of absence shall be afforded the opportunity to pay for hospitalization at the existing group rate, for the duration of their leave of absence.

Section 17.7: The Employees acknowledge and recognize that this Agreement has been reached with the understanding that the major medical/hospitalization and dental plan offered by the Township may include a Working Spouse Coordination Provision at some time during the term of this Agreement.

The Working Spouse Coordination Provision means that if an Employee's spouse is employed and his/her employer offers insurance, then the spouse must be primary on that insurance policy. In no case can an Employee's spouse be primary on the Township's policy if they are employed and their employer offers insurance. The spouse must be primary on his/her employer's insurance plan to be eligible to be included as secondary on the Township's insurance plan. Employee spouses who do not take the insurance from their employer shall not be eligible to be listed as primary or secondary on the Township's insurance plan.

As stated in Section 17.4 of this Agreement, the Township will attempt to provide equitable coverage to that which was in effect on the date of execution of this Agreement with the inclusion of a Working Spouse Coordination Provision.

ARTICLE 18 VACATION

Section 18.1: Vacation leave shall be accrued on a per pay period basis for all Employees with less than one year of service as follows:

Accrual during first year of employment:

Employees scheduled to work a 48 Hour Work Week --	3.69 hours per pay period (96 hours per year)
Employees scheduled to work a 53 Hour Work Week --	4.06 hours per pay period (106 hours per year)

Section 18.2: Employees with less than one year of service may use accrued vacation leave at any time with the prior approval of the Employer. Upon the completion of one year of service, the Employee will receive vacation hours prorated (based on 96 or 106 hours, depending on schedule) to the end of the calendar year.

Section 18.3: Vacation shall be accrued on a yearly basis for Employees with more than one year of service as follows:

48-Hour Work Week Schedule:

After completion of one (1) year of service	96 hours
After completion of (8) years of service	144 hours
After completion of fifteen (15) years of service	192 hours
After completion of twenty (20) years of service	240 hours

53-Hour Work Week Schedule:

After completion of one (1) year of service	106 hours
After completion of (8) years of service	159 hours
After completion of fifteen (15) years of service	212 hours
After completion of twenty (20) years of service	265 hours

Employees with more than one year of service shall receive their accrued vacation leave on January 1 of each year. Employees shall earn the additional accrued vacation time as shown above on their anniversary date

Section 18.4: Employees shall be permitted to carry a maximum vacation leave balance of ninety-six (96) or one-hundred-six (106) hours, depending on their above schedule, into each new year. Employees shall be permitted to "cash in" up to (48/53) hours of the maximum vacation leave balance of (96/106) hours during the final pay period in December of each year, provided said Employee has utilized not less than one-half (1/2) of his/her accrued vacation leave during that year.

Section 18.5: Any Employee whose anniversary date falls within ninety (90) days of December 31 shall receive an additional ninety (90) days to comply with Section 18.4 during the year in which said anniversary date result in the additional accrual of vacation leave.

Section 18.6: All vacation leave requires the prior approval of the Employer. The Employer reserves the right to revise previously approved vacation requests should an emergency situation occur or should the previously approved vacation adversely affect the efficiency of the Department.

Section 18.7: Employees with more than one year of service who utilize their full year's accrual of vacation time then resign or are terminated prior to the completion of the year shall have the amount of owed vacation time deducted from their final pay check. Employees who resign with two weeks notice and have returned all issued equipment shall receive vacation pay for earned but unused vacation leave. This vacation pay shall be calculated using a prorated formula based on the yearly amount earned and the date of resignation.

Section 18.8: Employees who are terminated by the Employer for reasons other than insubordination, falsifying Employer records, theft, mistreatment of members of the public or other employees and immoral behavior who have returned all issued equipment shall receive vacation pay for earned but unused vacation leave. This vacation pay shall be calculated using a prorated formula based on the yearly amount earned and the date of termination.

Section 18.9: Vacation leave shall not be accrued or paid during a granted leave of absence.

Section 18.10: Vacation requests shall be granted on the basis of seniority and rank, provided the request is submitted prior to February 15 of each calendar year and consists of not more than two (2) consecutive weeks between the period of June 1 and September 1 and not more than three (3) consecutive weeks during the other times of the year, unless additional time is authorized in advance by the Fire Chief.

Section 18.11: When an Employee retires, he/she is entitled to payment for all earned but unused vacation leave. In the event of the Employee's death, payment for such unused vacation time is to be paid to Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of beneficiary, the payment shall be made to Employee's estate upon application of the executor of the estate.

ARTICLE 19 HOLIDAYS

Section 19.1: Employees shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (½ day)	December 24th
Christmas Day	December 25th
New Year's Eve (½ day)	December 31st

Section 19.2: Employees who are not available for duty on any of the above-designated holidays due to an unpaid leave of absence, as defined elsewhere in this Agreement, or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 19.3: On the first regularly scheduled pay day in December, Employees shall receive a check for all accumulated but unused holiday leave for all holidays that they were available for duty, as defined in Section 19.2, during the previous twelve (12) months. Such check shall be for a maximum total of eighty-eight (88) hours minus the number of hours the Employee used as time off, during the year. The rate of pay shall be based on that which was in effect for the Employee on the actual date of the holiday for which he is being paid.

Section 19.4: Upon retirement or severance from employment for any reason, all accumulated but unpaid holiday pay as provided for herein shall be paid to the Employee at the rate at which it was earned, provided that the Employee has complied with all termination and/or retirement requirements of the Employer. In the event of the death of an Employee, such accumulated but unpaid holiday pay shall be paid to the Employee's beneficiary as

previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate.

Section 19.5: When an Employee is scheduled to work and works on the following holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, the Employee shall be paid at a rate equal to one and one-half (1 ½) times their regular rate of pay for the actual hours worked on the holiday. This pay rate is in addition to their regular accumulation of holiday hours. The Employer reserves the right to staff at minimum staffing levels on these holidays, as is the case for any other day.

ARTICLE 20 UNIFORMS AND EQUIPMENT

Section 20.1: The Employer shall supply at no cost to the Employee all uniforms and equipment required by the Employer, or uniforms and equipment required of any outside agency that the employee is assigned to by the employer, footwear, excluding socks, and underwear, in quantities specified by the Employer. The cleaning expense of such uniforms and equipment shall be the responsibility of the Employee.

Section 20.2: All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment, be returned to the Employer in the same condition as originally issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the Employee. Any issued item, which is lost or damaged beyond normal use by an Employee through his negligence, shall either be replaced or paid for at current market value by the employee, at the option of the Employer.

Section 20.3: Equipment, clothing, patches, insignia, buttons, badges, stickers, and other items not issued by or required by the Employer may be utilized or worn only with the permission of the Employer.

Section 20.4: When an Employee supplies evidence that he has sustained damage to personal property while performing his assigned duties, provided such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer may reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars (\$100.00) per year, per Employee, but no more than fifty dollars (\$50.00) for jewelry items. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair and replacement of said property shall be at the Employer's option. Any court ordered restitution up to the one hundred dollars (\$100.00) paid under this Section shall be remitted to the Employer.

Section 20.5: In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prostheses, which damage occurs in the active discharge of an Employee's assigned duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Worker's Compensation and the actual cost of repair or replacement.

Section 20.6: Upon retirement from the Springfield Township Fire Department, each Employee shall be presented his/her helmet and a new badge for a total cost of one dollar (\$1.00). The new badge shall indicate the retired status of the individual to whom it has been presented. This section does not apply if the Employee is seeking retirement as disability retirement based on mental illness.

ARTICLE 21 TRAINING AND EDUCATION

Section 21.1: When the Employer requires Employee to attend any school, class, training session, etc., the Employee shall have all hours spent at such training opportunity that occur during his normal work schedule included in his hours worked during the Work Period in which the training opportunity occurs, not to exceed eight (8) hours in any calendar day, without the prior permission of the Employer

Section 21.2: The expenses for tuition, registration, fees, books, etc. of any training opportunity required by the Employer shall be paid for by the Employer.

Section 21.3: Employees shall be given preference over part-time employees for continuing education opportunities required for certifications.

ARTICLE 22 REIMBURSEMENT OF EXPENSES

Section 22.1: If the Employer requires any Employee to expend personal funds in conjunction with the performance of his assigned duties or any required training opportunity as provided for elsewhere in this Agreement, such funds shall be reimbursed to the Employee by the Employer.

Section 22.2: When the Employer requires that an Employee use his/her own vehicle for travel required by the Employer, the Employee shall be compensated at the rate allowed by the Internal Revenue Service. Furthermore, where the Employee is required to stay overnight and meals are not provided, a per-diem rate will be provided equal to the Federal Per Diem Rate established for the city to which the Employee is traveling, this per-diem will be provided for prior to departure. For travel not requiring an overnight stay, the traveler may submit receipts for reimbursement. Prior to travel, the Fire Chief and/or Township Administrator will establish the criteria for reimbursement and determine the maximum reimbursement allowed.

Section 22.3: When the Employer requires that an Employee stay away from home overnight in conjunction with the performance of his assigned duties or any required training opportunity as provided for elsewhere in this Agreement, such expense shall be reimbursed to the Employee by the Employer. Overnight lodging shall be selected by the Employer at a hotel or motel providing reasonable facilities.

Section 22.4: When travel by a commercial carrier is required by the Employer, such travel arrangements and reservations shall be made by the Employer, and the cost of such travel shall be paid by the Employer.

Section 22.5: Before an Employee can be reimbursed for any personal expenses provided for in this Article, he must provide receipts of all expenditures to the Employer.

ARTICLE 23 SICK LEAVE

Section 23.1: Employees who work a forty-eight (48) hour workweek shall be entitled to 5.54 hours of sick leave for each pay period (144 hours per year). Employees who are scheduled to work a fifty-three (53) hour workweek shall be entitled to 6.11 hours of sick leave per pay period (159 hours per year). Employees may use sick leave, upon approval of the Employer, for absence due to personal illness, exposure to a contagious disease that could be communicated to other employees or for illness, injury or death in the Employee's immediate family. When sick leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Unused sick leave shall accumulate to a maximum of two thousand five hundred and sixty (2560) hours.

Section 23.2: An Employee with ten (10) years of service with the Township, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with Springfield Township, shall be paid fifty percent (50%) of the value of his/her accrued but unused sick leave, up to a maximum payment of eight hundred (800) hours. Payment shall be based upon the Employee's rate of pay at the time of retirement.

Section 23.3: To be eligible for the buy-back of unused sick leave an Employee shall not use more than thirty (30) days of sick leave within twelve (12) months preceding his/her date of retirement, unless otherwise approved by the Township Administrator.

Section 23.4: In the event of the death of an active Employee, the Employee's accumulated but unused sick leave will be converted to a lump sum payment in the same manner and up to the same maximum payment as set forth above dealing with buy-back of unused sick leave, and payable to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate. If the death of an Employee occurs

during the proper execution of his/her assigned duties as an employee, Springfield Township shall pay all accumulated but unused sick leave in the manner provided for herein.

Section 23.5: Any Employee who is laid off under the terms and conditions provided within this Agreement shall, upon his reinstatement, have placed to his credit all accumulated, unpaid, unused sick leave existing at the time of the layoff.

Section 23.6: Sick leave shall accrue while the Employee is in active pay status, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status.

Section 23.7: When an Employee is unable to report to work, he shall notify his immediate supervisor or other designated person, as far in advance of his/her scheduled starting time as possible. Failure to provide reasonable notice may result in the denial of the Employee's application of sick time unless unusual or unavoidable circumstances, as approved exclusively by the Fire Chief or Township Administrator.

Section 23.8: Upon return to work, an Employee shall complete an application for sick leave form to justify the use of sick time. When an Employee utilizes sick leave for medical appointments, or when an absence is in excess of 24 hours, or when the Employee has utilized leave for three (3) or more separate incidents within any calendar year, the Fire Chief (in addition to the requirements for FMLA covered later in the Article), may require the employee to furnish a return to work release including a description of the illness or injury from a medical practitioner. Falsification of any such work release or any other material used to substantiate the use of sick leave shall be grounds for disciplinary action.

Section 23.9: Sick leave shall be used in one (1) hour increments for any hour or fraction of an hour of sick leave taken by the Employee. Sick leave shall only be approved for days, which the Employee would have normally, have been scheduled to work. Sick leave shall not exceed the normally scheduled daily or weekly assigned hours of work.

Section 23.10: Sick leave, with pay, may be used for the following purposes, and must have the approval of the Employer.

- A. For absence of the Employee due to illness, injury, or exposure to contagious diseases, which could be communicated to other employees.
- B. For absence of the Employee due to illness of someone in the Employee's immediate family. For purposes of this paragraph, the immediate family is defined as the Employee's husband, wife, son, daughter, stepson, stepdaughter, mother, father, mother-in-law, or father-in-law. With the exception of FMLA-qualifying leaves of absence to care for persons specifically outlined in the FMLA, absence due to illness of immediate family shall not exceed forty-eight (48) hours during a twelve (12) month period, unless the Employee requests and receives advance approval from the Fire Chief and/or the Township Administrator for additional time. Where an Employee plans to use or uses sick leave under this paragraph for a period in excess of twenty-four (24) hours forty-eight (48) hours in the case of absences taken to care for persons other than those specifically outlined in the FMLA), he/she must follow the procedures listed in Section 602 of the Springfield Township Personnel Policy Manual relating to FMLA leave and must complete the applicable forms outlined in that section.
- C. For absence due to the death of any of the following members of the Employee's family: father, mother, brother, sister, son, daughter, stepson, stepdaughter, husband, wife. Absence due to such situation shall not exceed forty-eight (48) hours unless the Employee requests and receives advance approval from the Fire Chief and/or Township Administrator for additional time.
- D. For absence due to death of an aunt, uncle, nephew, niece, grandparent, grandchild, sister-in-law, brother-in-law, or parent of the Employee's spouse. Any sick leave usage hereunder is limited to one (1) day (twenty-four) (24) hours of the actual attendance of the funeral unless the Employee

requests and receives advance approval from Fire Chief and/or the Township Administrator for additional time.

- E. Employees shall be entitled to designate up to six (6) weeks of accrued sick, vacation, or personal leave as Family Leave to be used for absences due to childbirth. Family Leave must be taken immediately following childbirth and shall not exceed six (6) weeks for the employee giving birth or forty eight (48) hours for an employee whose spouse has given birth. Where an Employee plans to use or uses Family Leave, he/she must follow the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and must complete the applicable forms outlined in that section. Leave taken for childbirth beyond the maximum leave amounts established herein, or beyond the Employee's accumulated sick, vacation, or personal leave shall be taken as unpaid FMLA leave pursuant to Section 602 of the Employer Personnel Policy Manual.
- F. Sick leave may be used as personal leave by Employees to attend to extraordinary personal matters that cannot be cared for outside the Employee's normal working hours, provided that the orderly and efficient operation of the department is not impaired. Such requests shall only be made in extreme situations and shall require the prior approval of the Fire Chief and the Township Administrator.

A written request for the use of personal leave must be approved at least seventy-two (72) hours in advance of the requested time off and may not be granted for the purpose of extending a vacation or holiday or similar activity. Advance notice may be waived in cases of extreme emergency.

Section 23.11: As is more fully explained in other sections of the Springfield Township Personnel Policy Manual, Springfield Township requires Employees to use earned and accrued leave as part of the twelve (12) work week FMLA leave entitlement. Such leaves shall run concurrently. Accordingly, when an eligible Employee takes leave for his/her own "serious health condition," he/she is required to utilize his/her accrued sick leave as all or part of the twelve (12) weeks granted under the FMLA. If the eligible Employee's sick leave is exhausted prior to the expiration of his/her FMLA leave, the remainder of the FMLA leave shall be granted as an unpaid leave of absence.

ARTICLE 24 OCCUPATIONAL INJURY/ILLNESS LEAVE

Section 24.1: In the event of an occupational injury/illness incurred as a direct result of performing an assigned or sworn function within the scope of the Employee's authority, which injury is not the result of negligence, recklessness, self-infliction, or actions not consistent with assigned or accepted performance of duty, and upon the Employee's application, the Employer may grant the Employee, beginning on the first (1st) calendar day of absence Occupational Injury/Illness Leave (OI/IL) with full pay for a period not to exceed thirty (30) calendar days, unless approved by the Employer for a longer period of time. The authorization of OI/IL is a matter of administrative discretion, and the Employer shall have sole discretion to determine if it shall be granted. Occupational Injury/Illness Leave shall not be granted for injuries that are unrelated to the specific dangers and hazards of the position and occur when carrying on normal activities such as walking, standing and sitting. If granted, the terms and conditions of OI/IL shall be consistent with all rules and regulations of such leave as defined and provided for by the Ohio Bureau of Worker's Compensation (OBWC).

Section 24.2: An Employee applying for OI/IL shall go on sick leave status, and may, upon his/her request, use any accumulated but unused sick leave, vacation leave, and/or compensatory time prior to the official ruling as to whether the OI/IL request is to be granted.

Section 24.3: An Employee applying for OI/IL, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury/illness possessed by the Employee's treating physician(s) and/or treatment facility(ies), if so requested by the Employer and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 24.4: An Employee claiming an occupational injury shall file an injury claim with the Ohio Bureau of Worker's Compensation as soon as possible. Upon approval of the claim by OBWC, an OI/IL shall be made retroactive to the first (1st) day of absence, and any sick leave, vacation leave and/or compensatory time used by the shall be restored to his credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the Employee received leave pay from the Employer while on OI/IL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and be charged with sick leave and/or vacation leave for all time absent from duty, until such accumulated but unused sick and/or vacation leave is exhausted.

Section 24.5: It is understood that the Employer's obligation is only the difference between the Employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and the OI/IL is not in lieu of any OBWC benefits.

Section 24.6: If the Employer determines, for any reason, that OI/IL with full pay should not be granted to any Employee, the decision of the Employer shall be final, and not subject to any appeal through the grievance procedure established by this Agreement

ARTICLE 25 PERSONAL LEAVE

Section 25.1: Employees shall receive twenty-four (24) hours paid personal leave per calendar year. Such leave may be taken in twelve (12) hour increments, and must be taken Monday thru Friday, except for employees scheduled to work weekend "power" shifts, which are permitted to take a Saturday or Sunday personal day, as approved by the Employer. Personal leave may not be carried over from one year to the next. Personal leave shall not be deducted from the Employee's sick time, vacation, holiday, or compensatory time, and usage of personal leave shall not affect the Employee's attendance record in any way. No personal leave shall accumulate while an Employee is on any unpaid leave of absence or while he/she is on disciplinary suspension. The use of personal leave shall not interfere with the efficient and effective operation of the department.

ARTICLE 26 MILITARY LEAVE

Section 26.1: The following articles are short summaries of lengthy Ohio and Federal regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Ohio statutes pertaining to military leave.

In any particular case, except where the Employer has chosen a permitted option under the State and Federal regulations, the precise rights and obligations of Employees and the Employer, will be governed by the State and Federal regulations themselves.

Section 26.2: Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, and members of the armed forces of the United States are Employees qualified to take a military leave of absence.

Qualifying Employees who request a leave of absence to serve in the uniformed service are entitled to a military leave of absence for such time as they are in the military service on field training or active duty to the extent required by law (generally up to a cumulative total of 5 years). Unless precluded by military necessity, Employees requesting such leave must provide advance, written notice of the need for such leave.

Section 26.3: Employees on military leave shall be paid as follows:

- a. For military leave of one month or less during any calendar year:
 - i. Employees shall be paid their normal daily wages (hourly wage rate multiplied by eight (8)) for the days they are out for military service, up to a maximum of one hundred seventy-six (176) hours.
- b. For military leave of longer than one month during any calendar year:

For their first month of military service, Employees shall be paid as described above. After the first month of military service is paid as described above, no payment shall be made for any subsequent military services of less than one full (1) month. For each full month of military service, Employees shall be paid the lesser of five hundred dollars (\$500) or the difference between the Employee's one month's wages as an Employee and the amount of pay and allowances received that month as a member of the uniformed services.

Employee's one month's wages shall be calculated by multiplying the Employee's hourly wage rate by one hundred seventy-six (176).

Nothing in this section shall require the Employer to pay any amount of wages (other than the one-month wage per calendar year outlined above) to any Employee whose gross uniformed pay and allowances received in the relevant pay period exceeds the Employee's gross wages from the Employer.

Section 26.4: Employees on military leave who become reemployed after a period of military leave are entitled to the seniority benefits that the Employee had on the date of the commencement of service in the uniformed services plus the additional seniority benefits that such Employee would have attained if he/she had remained continuously employed.

Employees on military leave are entitled to such non-seniority rights and benefits while they are away on military service as they would be entitled if they were on a Leave of Absence without Pay pursuant to Article 27 of this contract.

Section 26.5: Employees on military leave are entitled to a continuation of health care benefits as follows:

a. For military leave of three (3) months or less during any calendar year:

i. Employees shall be entitled to a continuation of their health insurance benefits at the same costs and to the same extent as they would have been entitled had they not been absent on military leave.

b. For military leave of greater than three (3) months:

i. Employees shall be entitled to a continuation of their health insurance benefits, at their election, for up to twenty-four (24) months. However, Employees electing to maintain their health insurance benefits during this time are required to pay up to one hundred and two percent (102%) of the full premium for such insurance (even if the Employer would have paid the entire premium had the Employee remained employed).

Section 26.6: So long as the Employee remains qualified for the job to which he/she is assigned, Employees returning from military leave shall be returned to the job the Employee would have held had the Employee remained continuously employed (including seniority benefits).

Employees returning from military leave after service of one (1) to thirty (30) days shall be expected to return to work no earlier than the beginning of the first regularly scheduled work period on the first full day following completion of their military service and expiration of an eight (8) hour rest period following safe transportation home.

Employees returning from military leave after service of thirty-one (31) to one hundred eighty (180) days must submit an application for reinstatement to the Township Administrator no later than fourteen (14) days after completion of their military service. (This deadline may be extended as required by law if the Employee is convalescing due to an injury incurred during military service.) Employees who are reinstated shall be expected to return to work at the date and time established by the Township Administrator, which should be no later than two (2) weeks after receipt of the application for reinstatement.

Employees returning from military leave after service of one hundred eighty (180) days or longer must submit an application for reinstatement to the Township Administrator no later than ninety (90) days after completion of their military service. (This deadline may be extended as required by law if the Employee is convalescing due to an injury incurred during military service.) Employees who are reinstated shall be expected to return to work at the date and time established by the Township Administrator, which should be no later than two (2) weeks after receipt of the application for reinstatement.

ARTICLE 27
UNPAID LEAVES OF ABSENCE

Section 27.1: The Employer offers the following categories of leave of absence without pay:

1. Personal leave of absence without pay;
2. Medical leave of absence without pay;
3. Disability leave of absence without pay; and
4. Educational leave of absence without pay.

Except in extenuating circumstances granted in writing by the Township Administrator, leaves of absence without pay in different categories (except medical leave of absence without pay and disability leave of absence without pay) may not run consecutively.

Section 27.2: Employees may be granted a personal leave of absence without pay for a maximum duration of six (6) months for any personal reasons of the Employee (not including employment with any employer other than the Employer). Such personal leave of absence without pay may not be renewed and extended beyond the initial six (6) month period, except as provided in this Section.

Section 27.3: Employees may be granted a medical leave of absence without pay. A physically or mentally incapacitated Employee who has completed his/her probationary period may request a medical leave of absence without pay. A medical leave of absence without pay for a period not to exceed six (6) months may be granted when such medical condition continues beyond the use of all accumulated sick and/or vacation leave, provided that the Employee furnishes the Employer with satisfactory proof of such medical condition (utilizing the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and by completing the applicable forms outlined in that section), along with his/her written request for medical leave of absence without pay, and the Employee is:

- (1) Hospitalized or institutionalized;
- (2) On a period of convalescence following hospitalization or institutionalization authorized by a physician at such hospital or institution; or
- (3) Declared incapacitated for the performance of his/her duties by a licensed medical practitioner designated by the Employer. It is the Employee's responsibility to request a medical leave of absence without pay as such leave is not granted automatically when an Employee's sick and/or vacation leave is exhausted.

When an Employee is ready to return to work from a medical leave of absence without pay, he/she shall furnish a statement by the attending licensed medical practitioner to certify that the Employee is able to return to work. The Employer may request that the Employee submit to examination by a licensed medical practitioner selected by and paid for by the Employer before an Employee is permitted to return to work from such leave. Employees who are released by the physician(s) provided for in this section shall be assigned to a work schedule as soon as practical following such release(s).

Section 27.4: Employees may be granted a disability leave of absence without pay. A physically or mentally incapacitated Employee who has completed his/her probationary period may request a disability leave of absence without pay. A disability leave of absence without pay for a period not to exceed six (6) months may be granted when such disability continues beyond the use of all accumulated sick and/or vacation leave, or beyond the period of medical leave of absence without pay, provided that the Employee furnishes the Employer with satisfactory proof of such disability (utilizing the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and by completing the applicable forms outlined in that section), along with his/her written request for disability leave of absence without pay, and the Employee is:

- (1) Hospitalized or institutionalized;

(2) On a period of convalescence following hospitalization or institutionalization authorized by a physician at such hospital or institution; or

(3) Declared incapacitated for the performance of his/her duties by a licensed medical practitioner designated by the Employer. It is the Employee's responsibility to request a disability leave of absence without pay as such leave is not granted automatically when an Employee's sick and/or vacation leave, and medical leave of absence without pay is exhausted.

When an Employee is ready to return to work from a disability leave of absence without pay, he/she shall furnish a statement by the attending licensed medical practitioner to certify that the Employee is able to return to work. The Employer may request that the Employee submit to examination by a licensed medical practitioner selected by and paid for by the Employer before an Employee is permitted to return to work from such leave. Employees who are released by the physician(s) provided for in this section shall be assigned to a work schedule as soon as practical following such release(s).

Section 27.5: Employees may be granted an educational leave of absence without pay for the purpose of education, training, or specialized experience that would be of benefit to the Employer. Such educational leave of absence without pay shall not exceed twenty-four (24) months.

Section 27.6: The authorization of any leave of absence without pay as provided for in this Section is a matter of the administrative discretion of the Employer. The Employer will decide in each individual case if a leave of absence without pay is to be granted.

Section 27.7: The Employee shall notify the Employer as far in advance as possible of his/her intention to request any leave of absence without pay. The Employer may deny or delay the granting of any leave of absence without pay in order to maintain the effective and efficient operation of the Department.

Section 27.8: FMLA leave requested beyond an Employee's earned and accrued paid leave shall run concurrently with any leave of absence without pay granted to the Employee. However, the denial of a request for any category of leave of absence without pay in no way reduces or limits an eligible Employee's entitlement to up to twelve (12) weeks of Basic FMLA leave and/or up to twenty-six (26) weeks of Military FMLA leave.

Section 27.9: An Employee may return to work before the scheduled expiration of any leave of absence without pay if he/she so requests in writing, and if approved by the Employer. Any Employee who fails to return to work at the expiration of any leave of absence without pay shall be terminated from employment.

Employees on leave of absence without pay are entitled to a continuation of health care benefits as follows:

(1) Employees on medical leaves of absence without pay are entitled to a continuation of health care benefits for the first three (3) months of leave at the same costs and to the same extent as they would have been entitled had they not been absent on leave;

(2) Employees on disability leaves of absence without pay may receive a continuation of health care benefits if they received a continuation of their health care benefits for the entire period of their medical leave of absence without pay and have submitted a written request for an extension of health care benefits for the period of their disability leave of absence. Such requests to extend Employees' health care benefits shall be submitted and approved as outlined below. Any such benefits granted shall be at the same costs and to the same extent as they would have been had the Employee not been absent on leave;

(3) Employees on personal leaves of absence without pay are entitled to a continuation of health care benefits for the first month of leave at the same costs and to the same extent as they would have been entitled had they not been absent on leave; and

- (4) Employees on educational leaves of absence without pay are entitled to a continuation of health care benefits for the first month of leave at the same costs and to the same extent as they would have been entitled had they not been absent on leave.

Upon the written request of the Employee at least five (5) business days prior to the cessation of health care benefits as outlined above, the Township Administrator may grant an extension of health care benefits if he determines that granting such an extension is necessary to avoid an undue hardship to the Employee and is in the best interests of the Employer. Such extensions of health care benefits may be permitted for any period of time up to the conclusion of the approved period of leave of absence without pay and must be approved in writing.

The Township Trustees may request that Employees (on medical or disability leaves of absence without pay) submit to examination by a licensed medical practitioner selected by and paid for by the Employer at any time during this three (3) month period as a condition of continuation of health care coverage.

Section 27.10: Earned benefits (e.g. seniority, vacation time, sick time, holiday pay) will not continue to be accrued during periods of leaves of absence without pay.

ARTICLE 28 NO STRIKE/NO LOCKOUT

Section 28.1: The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, slowdown or any other concerted activity which would interrupt the operations or services of the Department or the Employer during the life of this Agreement;
- B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit Employees unless such Employees have violated the provisions of this Article.

Section 28.2: In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate the provisions of this Article are subject to discipline by the Employer.

Section 28.3: The officers and/or officials of the Union and any Employee Union representative shall make every effort to immediately bring an end to any strike or other job action herein by bargaining unit employees.

Section 28.4: Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike and/or work stoppage.

ARTICLE 29 SUPERSESSION AND SEVERABILITY

Section 29.1: This Agreement supersedes and replaces all provisions of the Springfield Township Personnel Policy Manual, Department directives, and all applicable state and local laws, which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of the Springfield Township Personnel Policy Manual, Department directives, and applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 29.2: The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

**ARTICLE 30
WAIVER IN CASE OF EMERGENCY**

Section 30.1: In the event of a state of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Hamilton County, the Springfield Township Board of Trustees, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances;
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

Section 30.2: Upon the termination of the state of emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the state of emergency.

**ARTICLE 31
SCOPE OF BARGAINING**

Section 31.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of such unlimited right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices, policies and/or procedures, either oral or written, except as stated in Article 29 of this Agreement, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually 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.

Section 31.2: Bargaining in good faith, any typographical errors that may be discovered during the final preparation of the Agreement between said parties that may change the intended meaning or context of any section shall be immediately addressed by the members representing both parties. In the event there is a discrepancy regarding the desired intent of the section in question that cannot be agreed upon, an emergency meeting will be held between all negotiation members of the Union and representatives from the Employer.

**ARTICLE 32
DURATION**

Section 32.1: This Agreement shall be effective from January 1, 2011 and shall remain in full force and effect until 11:59 p.m. on December 31, 2014.

Section 32.2: If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall schedule negotiations within two (2) calendar weeks upon receiving such notice of intent. All other provisions of Ohio Revised Code Chapter 4117 shall apply unless otherwise mutually agreed upon.

**ARTICLE 33
LONGEVITY**

Section 33.1: An Employee who has been employed with the Department for five (5) years shall receive forty (\$40.00) dollars for each of the past five (5) years of full service and forty (\$40.00) dollars for each additional year thereafter.

**ARTICLE 34
DRUG/ALCOHOL TESTING**

Section 34.1: Drug/alcohol testing may be conducted on reasonable suspicion, which is an articulable belief that an Employee used or is using a controlled substance or alcohol in an unlawful or abusive manner drawn from specific and particularized facts and reasonable inferences from those facts.

Reasonable suspicion that an Employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided by reliable and credible sources and independently corroborated;
- E. Evidence that an Employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 34.2: Employees may be subject to random testing through a computer-generated process of selecting individuals. The random test selection will be done by the testing laboratory, and may be performed up to four (4) times throughout the year and consist of a maximum of ten percent (20%) of the number of Employees.

Section 34.3: Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected Employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 34.4: All drug/alcohol screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with Section 34.5 below. All breath analysis testing shall be in accordance with Department of Transportation Standards. All positive results will automatically be confirmed utilizing the appropriate determination by the certified laboratory.

Section 34.5: The results of the testing shall be delivered to the Fire Chief and the Employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results. A representative from the Union shall have a right of access to the results upon request to the Fire Chief, with the Employee's consent. Refusal to submit

to the testing provided for under this contract shall be grounds for disciplinary action up to and including termination.

Section 34.6: If the test is positive the Employee may, within 24 hours of being advised of the results, request the split sample be sent to an accredited laboratory or testing facility designated by the Employee so long as the lab testing facility meets the criteria established in this article. The Employee must sign an authorization to release such findings prior to the sample being delivered to the lab. The Employee is responsible for all costs related to this testing.

Section 34.7: A list of three (3) testing laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 34.8: After two (2) positive test results are received as set forth above, the Employer may require the Employee to participate in any rehabilitation or detoxification program that is covered by the Employee's health insurance. Discipline resulting from the positive findings of confirmatory sample testing shall be deferred pending rehabilitation of the individual within a reasonable period. An Employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such Employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the Employee is no longer abusing a controlled substance or alcohol, the Employee shall be returned to his former position. Such Employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any Employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits, should it be necessary for such Employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 34.9: If the Employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the Employee shall be subject to disciplinary action up to and including termination.

Section 34.10: Costs of all drug screening tests and confirmatory tests shall be born by the Employer except that any test initiated at the request of the Employee shall be at the Employee's expense.

Section 34.11: The Employer may conduct four (4) tests of an employee during the one (1) year period after the Employee has completed a rehabilitation or detoxification program and such tests need not be based upon "reasonable suspicion." However, drug/alcohol testing may be required of an Employee, at any time, based upon "reasonable suspicion."

Section 34.12: For the purpose of implementing the provisions of this Article, each Employee who undergoes drug testing shall execute a medical release in order for the Employer to obtain the results of the drug screening testing. Except as otherwise provided by state or federal law with regard to communicable diseases, or without further authorization of the Employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the Employee.

Section 34.13: The provisions of this Agreement shall not require the Employer to offer a rehabilitation/detoxification program to any Employee more than once.

**ARTICLE 35
PHYSICAL FITNESS TESTING**

Section 35.1: If/when the Employer wants to implement a Physical Fitness Testing program, the Employer and the Union shall meet to negotiate a plan. The Employer will provide ninety (90) days notice to the Union prior to negotiating a Physical Fitness Program.

**ARTICLE 36
ANTI-NEPOTISM**

Section 36.1 Except in cases of emergency, no Employee shall be permitted to directly supervise his/her spouse, live-in partner, or any dependent child. For purposes of this Section, "dependent child" shall be defined as any child or stepchild, whether natural or adopted, who is residing with the Employee or who receives the majority of his/her financial support from the Employee.

**ARTICLE 37
FITNESS FOR DUTY**

Section 37.1: Drivers' License Required: All Fire Department Employees shall be licensed to drive motor vehicles in the State of Ohio and shall have a valid drivers' license.

Section 37.2: Drivers' License Revocation: Any Fire Department Employee whose drivers' license is revoked, administratively, judicially, or otherwise, must notify the Employer within twenty-four (24) hours of the drivers' license revocation. Upon notification that an Employer's drivers' license has been revoked, the Employer shall conduct an investigation into the reasons of the revocation and if required take the appropriate disciplinary action up to and including termination.

Section 37.3: Drivers' License Suspension: Any Fire Department Employee whose drivers' license is suspended, administratively, judicially, or otherwise, for any duration whatsoever must notify the Employer within twenty-four (24) hours of the drivers' license suspension. Failure to provide this notification shall, absent extenuating circumstances determined by the Employer, result in disciplinary action up to and including termination. Upon notification that an Employee's drivers' license has been suspended, the Employer shall immediately place the Employee on administrative leave with pay until such time as the Employer determines that: (a) the Employee may perform his duties without driving during the pendency of a short-term drivers' license suspension; (b) the Employee may perform his duties without driving during the pendency of criminal or other charges which resulted in the drivers' license suspension; or (c) the conditions surrounding the charges which resulted in the drivers' license suspension are sufficiently severe to warrant disciplinary action up to and including termination. The determination of whether to take disciplinary action up to and including termination against an employee whose drivers' license has been suspended or to assign him to non-driving duties during the pendency of his short-term drivers' license suspension or during the pendency of the criminal or other charges against him shall be within the sole discretion of the Employer. In the event that the Employer assigns non-driving duties during the pendency of a short-term drivers' license suspension or during the pendency of the criminal or other charges, the Employer shall reassign the Employee to his normal duties upon the conclusion of the suspension or upon his acquittal of the criminal or other charges against him so long as the Employer's insurance carrier will insure Employee to drive Township vehicles. In the event the Employee is convicted of the charges against him, the Employer shall determine whether the Employee shall be disciplined up to and including termination or returned to his regular duties after considering the nature of the charges against the Employee. Under no circumstances shall an Employee be retained after the completion of a drivers' license suspension or upon conviction of a criminal or other offense if the Employer's insurance carrier will not insure the Employee to drive Township vehicles.

Section 37.4: Paramedic Certification Required: All Employees shall be fully trained and certified paramedics.

Section 37.5: Paramedic Certification: Revocation: Any Employee whose paramedic certification is revoked must notify the Employer within twenty-four (24) hours of the paramedic certification revocation. Upon notification that an Employee's paramedic certification has been revoked, Employer shall terminate the Employee.

Section 37.6: Paramedic Certification Suspension: Any Employee whose paramedic certification is suspended, for any duration whatsoever must notify the Employer within twenty-four (24) hours of the paramedic certification suspension. Failure to provide this notification shall, absent extenuating circumstances determined by the Employer, result in disciplinary action up to and including termination. Upon notification that an Employee's paramedic certification has been suspended, the Employer shall immediately place the Employee on administrative leave with pay until such time as the Employer determines that: (a) the Employee may perform non-paramedic duties during the pendency of a short-term paramedic certification suspension; (b) the duration of the suspension is of sufficient length to warrant disciplinary action up to and including termination of the Employee; or (c) the conduct/neglect which resulted in the paramedic certification suspension is sufficiently severe to warrant disciplinary action up to and including termination against the employee. The determination of whether to discipline up to and including termination of an Employee whose paramedic certification has been suspended or to assign him to non-paramedic duties during the pendency of a short-term paramedic certification suspension shall be within the sole discretion of the Employer. In the event that the Employer assigns non-paramedic duties during the pendency of a short-term paramedic certification suspension, the Employer shall reassign the Employee to his normal duties upon the conclusion of the suspension.

ARTICLE 38 MEDICAL EXAMINATIONS

Section 38.1: Examinations: If the Employer has a reasonable suspicion an Employee has a medical problem which affects the Employee's ability to perform the essential functions of the Employee's position, the employer may require the Employee to take an examination, conducted by a licensed medical practitioner of the Employer's choosing, to determine the Employee's physical capability to perform the essential functions of his position. If the Employee disagrees with the results of an examination ordered by the Employer, he may be examined by a licensed medical practitioner of his choice, at his expense. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final.

Section 38.2: Inability To Perform: If an Employee after examination is found to be unable to perform the essential functions of his position, the Employee may utilize accumulated unused sick leave or other leave benefits. An Employee who is unable to perform the essential functions of his position, and who has utilized all of his accumulated leave benefits, will be placed on a disability separation. An Employee placed on a disability separation shall, with an appropriate medical release, have reinstatement rights for a period not to exceed twelve months from the date he first left service.

Section 38.3: Cost Of Examinations: Any cost for examination required by the Employer shall be paid by the Employer. Any cost for examination by a neutral licensed practitioner shall be paid by the Employer.

Section 38.4: Administrative Paid Leave: An Employee who is required to take a medical examination by the Employer shall either be assigned to duties consistent with his abilities or shall be placed on paid administrative leave pending the determination of the examination.

ARTICLE 39 RESPIRATOR FIT TESTING

Section 39.1: Respirator fit testing will be provided annually by the Employer. Employees are required to complete a medical questionnaire prior to the respirator fit testing process. The medical questionnaire will be administered confidentially during the Employee's normal working hours. A physician or other licensed health care professional hired by the Employer ("physician") will review the medical questionnaires to determine if a follow-up medical examination is required. This examination shall include any medical tests, consultations or diagnostic procedures that are deemed necessary by the physician to make a final determination that the Employee is able to use a respirator.

Section 39.2: The physician will provide to the Employer and the Employee a written recommendation regarding the Employee's ability to use a respirator. This recommendation will include any limitations on respirator use related to the medical condition of the Employee, or relating to the workplace conditions in which the respirator will

be used, including whether or not the Employee is medically able to use the respirator. It will also include a recommendation as to whether a follow-up medical examination is required.

Section 39.3: If a follow-up medical examination is deemed necessary by the physician, the Employer shall be responsible for providing, and paying the costs of, the recommended medical tests, consultations or diagnostic procedures. Medical tests, consultations, and diagnostic procedures required by this Article shall be performed by licensed medical professionals at medical facilities chosen by the Employer. Any such tests, consultations, or procedures shall be scheduled by the Employer at the earliest opportunity. Although the Employer will attempt to schedule such tests, consultations, or procedures during the Employee's normal work hours, such tests, consultations, and procedures may be scheduled at other times to accommodate the schedule of the facility/medical personnel performing the tests, consultations, or procedures. Failure to attend a scheduled medical test, consultation, or diagnostic procedure will result in disciplinary action.

Section 39.4: Employees who have been identified as requiring medical tests, consultations, or diagnostic procedures are prohibited from participating in respirator fit testing and/or from using a respirator until the recommended medical tests, consultations, or diagnostic procedures have been conducted, the results have been reviewed by the physician, and the Employer has authorized the Employee to use a respirator.

Section 39.5: As the use of a respirator is required to perform the essential functions of Employees assigned to the Department, Employees who cannot otherwise be determined able to use a respirator may utilize accumulated unused sick leave or other leave benefits. An Employee who is unable to use a respirator, and who has utilized all of his accumulated leave benefits, will be placed on disability leave. An Employee placed on disability leave shall, with an appropriate medical release, have reinstatement rights for a period not to exceed twelve months from the date he first left service. An Employee who does not comply with the recommendations of the follow-up medical examination may be terminated from employment.

Agreed this 30th day of DECEMBER, 2011

FOR THE SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES

Tom Bryan Date: Dec 22, 2011
Tom Bryan, Trustee

Joseph Honerlaw Date: 12-21-11
Joseph Honerlaw, Trustee

Gwen McFarlin Date: 12/21/11
Gwen McFarlin, Trustee

Michael Hinnenkamp Date: 12-21-11
Michael Hinnenkamp, Administrator

Robert Leininger Date: 12-22-11
Robert Leininger, Fire Chief

FOR THE IAFF LOCAL 4268

Mike Stine Date: 12-29-11
Mike Stine, President

Ben Casteel Date: 12-30-11
Ben Casteel, Committee Member

Dan Vanderman Date: 12-27-11
Dan Vanderman, Committee Member

Randy Miller Date: 1-3-12
Randy Miller, Committee Member