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STATE EMPLOYMENT  
RELATIONS BOARD

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**HAND DELIVERED**

**AGREEMENT**

**BETWEEN**

**HAMILTON TOWNSHIP, FRANKLIN COUNTY, OHIO**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL NO. 3344**

**July 1, 2010 through June 30, 2013**

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## ARTICLE 1

### AGREEMENT

**Section 1. Agreement.** This is an Agreement entered into by and between the Township of Hamilton, Franklin County, Ohio (the "Township") and the International Association of Firefighters, Local No. 3344 (the "Union").

**Section 2. Purpose.** This Agreement is made for the purpose of setting forth the full and complete understandings and agreements between the parties governing the wages, hours, and terms and conditions of all bargaining unit members' employment.

**Section 3. Sanctity of Agreement.** Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

## ARTICLE 2

### RECOGNITION

**Section 1. Recognition.** The Township, for only so long as it remains a "public employer" (as that term is defined in Ohio Revised Code Section 4117.01(B)), recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters affecting wages, hours, and terms and conditions of employment.

**Section 2. Bargaining Unit.** There is one (1) bargaining unit established by this Agreement. This bargaining unit shall consist of and include all regular, full-time employees employed in the Hamilton Township Fire Department (the "Department") by the Township in the classifications of firefighter, lieutenant and captain (hereinafter sometimes referred to singularly as "member" and collectively as "members").

**Section 3. Exclusions.** The classifications of Fire Chief, Assistant Chief, and all other positions and classifications not specifically established above as being included in the bargaining unit shall be excluded from the bargaining unit. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal employees, and employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117.

**Section 4. Qualifications.** As a condition of continued employment, each member shall obtain and maintain the minimum qualifications as may, from time to time, be required for each member's respective position, including, but not limited to, a current and valid Ohio drivers license, EMT-A certification, proof of insurability under all applicable Township liability insurance policies, firefighter certification, and, upon request of the Township, EMT-P certification, fire inspector and/or fire investigator certifications, and such other and/or additional certifications, licenses and/or levels of training as may, from time to time, be established by applicable Federal or State law, rule or regulation.

As a further condition of continued employment, those members assigned to specific duty positions including, but not limited to, Fire Marshall, Fire Inspector, Emergency Medical Coordinator, Fire Training Coordinator and/or Paramedics, shall, at the direction of the Township, obtain and maintain such licenses, certifications and/or minimum levels of training as may, from time to time, be established by applicable Federal or State law, rule or regulation for any such position.

Notwithstanding the foregoing and only for those members employed on January 1, 1991 and who, as of January 1, 1991, do not have the EMT-P certification, the failure to obtain an EMT-P certification at the request of the Township shall not be deemed a condition of continued employment for those aforementioned members, provided that upon each such request to obtain this certification, the member uses such member's best efforts in seeking to obtain this certification; further provided, however, that once this certification is obtained, a member shall, unless otherwise permitted by the Township, continue to maintain the EMT-P certification in the manner and upon the terms hereinbefore stated.

Furthermore, but not as a condition of employment, each member shall, at the direction of the Township, obtain and/or maintain such other and/or additional certifications, licenses and/or levels of training as may, from time to time, be established by the Township.

### ARTICLE 3

#### **NON-DISCRIMINATION**

**Section 1. Joint Pledge.** As may be provided by applicable law, neither the Township nor the Union shall unlawfully discriminate against any member on the basis of age, sex, race, color, creed or national origin.

**Section 2. Township Pledge.** The Township agrees not to interfere with the rights of bargaining unit members to become members of the Union, and the Township shall not discriminate, interfere with, restrain or coerce any member because of Union membership or because of any legal member activity performed in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or is not in violation with law, rule or regulation.

**Section 3. Union Pledge.** The Union recognizes its responsibility as bargaining agent and agrees to equally represent all members of the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with the rights of members to refrain or resign from membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any member exercising the right to abstain from membership in the Union or involvement in Union activities.

### ARTICLE 4

#### **UNION SECURITY**

**Section 1. Dues Deduction.** The Township agrees to deduct regular Union membership dues, as certified by the Union to the Township, once each month from the payroll check of a member. The Township shall not be obligated to make any of the foregoing deductions from the pay of any member who, during the particular month involved, shall have failed to receive sufficient wages to make all other required deductions. If a deduction is

desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Township Fiscal Officer. (A copy of the Payroll Deduction Form is attached as Attachment A.) The Township agrees to furnish to the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a notice of any change in the number of members for whom deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Union.

**Section 2. Fair Share Fee.** Each person who is a bargaining unit member on the date of this Agreement or who becomes a member during its term shall maintain membership in the Union for the duration of the Agreement or, in lieu thereof, pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09(C) of the Ohio Revised Code. Such fair share fee shall be deducted by the Township from the earnings of such non-member employees once each month, and paid to the Union in accordance with this Article. The Treasurer of the Union shall certify to the Township the amount which constitutes said fair share fee, which amount shall not exceed the dues and financial obligations uniformly required by members of the Union, as well as the name(s) of the non-member employee for whom such a deduction is to be made and the date the deduction(s) is to commence. The fair share fee shall be subject to a Union rebate procedure meeting all requirements of State and Federal law.

**Section 3. Processing.** The Township shall be relieved from making an individual "check-off" of dues deductions upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) unpaid leave of absence; (4) layoff from work; (5) failure to timely submit and/or revocation of the check-off authorization by a member; (6) a member's lack of sufficient funds; or (7) resignation by the member from the Union. The rate at which dues and/or fair share fees are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union during the first week in January of each calendar year. Any changes in the rate at which dues and/or fair share fees are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to initiating a dues and/or fair share deduction request or prior to making any changes in an individual's dues deductions or fair share fees. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and/or fair share fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties further agree that neither the members nor the Union shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the deduction would normally be made by deducting the proper amount.

**Section 4. Union Indemnification.** The Union hereby agrees that it will indemnify and hold the Township, its Board of Trustees, Township Fiscal Officer and its officials, officers, agents and employees, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, costs or any other form of liability and/or expense, including the defense thereof, which arises out of or is in any way connected with any deduction (whether for dues, fair share fees or the like) made or required to be made by the Township under this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5. Bargaining Unit Meetings.** The Union may, upon at least seven (7) days prior notification to and with the approval of the Fire Chief, be permitted to hold meetings for members at the television room in the firehouse or at such other location as the Fire Chief may designate. Unless otherwise approved by the Fire Chief, only one (1) meeting not exceeding two (2) hours in duration may be held each calendar month, and no meeting shall begin prior to 7:00 P.M. of any day. Members on duty may attend these meetings, provided that normal Departmental operations are not interfered with or disrupted. In addition, no official of the Union, its members or its representatives shall interfere with, interrupt or disrupt the normal work duties of other employees or the operations of the Township and/or Department. Any disruptive activity shall immediately cease upon the request of the Fire Chief or designee. It is intended that Township and/or Department operations shall not be interfered with or disrupted by the use of this provision.

**Section 6. Union Activity.** The Union agrees that neither it, its representatives nor its members shall conduct Union business during duty hours, except to the extent specifically authorized in this Agreement. For purposes of this Section, the term "duty hours" shall mean the time commencing from when a member is required to report for work at the beginning of the shift until the time the member is permitted to leave. The investigation and writing of grievances shall not be conducted during a member's duty hours without the prior approval of the Fire Chief or designee. If grievance hearings are scheduled during a member's regular duty hours, the member shall not suffer any loss of pay while attending the hearing. Union activities shall not be conducted in any work areas without prior notification to and approval by the Fire Chief or designee. The Union, its representatives and members shall cease unauthorized Union activities immediately upon request. Any member abusing the rules of this Section is subject to disciplinary action.

**Section 7. Bulletin Board.** The Union will be permitted to place and maintain one (1) bulletin board at such location in each of the Township's two firehouses as may be approved by the Fire Chief. Bulletins and materials germane to the Union's function as exclusive representative of the bargaining unit are the only materials that may be posted on this board. It is also understood that no material may be posted on the board which contains personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; or attacks on and/or favorable comments regarding a candidate for Township office. Furthermore, no Union related materials of any kind may be posted anywhere in the Township's facilities or on the Township's equipment, except on the bulletin board designated for the Union's use.

## ARTICLE 5

### **MANAGEMENT RIGHTS**

**Section 1. Retention of Management Rights.** The Union recognizes the right and authority of the Township to administer the business of the Township, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Township (including, in certain instances, the Fire Chief) has and will retain the full and exclusive right and responsibility to manage the operations of the Department, to direct the work force, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and to determine the work to be performed;
- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve employees from duty due to layoff or job abolishment;
- E. To determine and otherwise arrange the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Township's operations; and
- K. To determine and implement necessary actions in emergency situations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and, then only to the extent so limited, and actions and/or decisions by the Township relating to the foregoing shall not be grievable or otherwise subject to challenge in any court or other tribunal.

**Section 2. Work Rules.** The Union recognizes and agrees that the Township has the right and authority to promulgate, revise and/or enforce rules and regulations governing the operations of the Department and the conduct of Department personnel. While the Union may make recommendations to the Township with respect to such matters, it is, however, understood and agreed that the Township has the sole and exclusive right and authority to promulgate, revise and/or enforce all and any portions of any Department manuals including, but not limited to, the work rules, regulations, policies, procedures and directives, and any recommendations made by the Union shall be deemed advisory only and not binding upon the Township.

## ARTICLE 6

### GRIEVANCE PROCEDURE

**Section 1. Grievance Defined.** A grievance is a proper allegation by a qualified person that there has been a violation of an express provision of this Agreement. However, a grievance shall not include the challenge of a removal, disciplinary reduction in pay and/or rank, or suspension.

**Section 2. Qualifications.** A grievance may be initiated by an aggrieved member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved member on behalf of such member and group of members who are affected by the same act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any member without the member's knowledge and consent. A member has the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement. If a grievant wishes to be represented by the Union in the processing of the grievance, the grievant shall file a copy of the grievance with a Union steward, along with a written request for Union representation.

### **Section 3. Jurisdiction.**

- A. This procedure shall be the sole and exclusive remedy for grievances.
- B. All grievances shall be processed at the proper sequential Step in order to be considered at any subsequent Step. Any grievance which is not processed by the grievant within the time limits or in the manner provided shall be considered resolved in favor of management.
- C. A grievant may withdraw a grievance at any point by submitting a written statement to that effect, or by failing to pursue the grievance within the time requirements at any Step in the grievance process. It is the intention of the parties that all time limits in the grievance process be met. To the end of encouraging thoughtful responses at each Step, the time limits at any Step may be extended upon mutual agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limit specified, advance the grievance to the next sequential Step within the applicable time frame.
- D. A grievance may not be filed on any action concerning or relating to the rights retained by the Township which are enumerated in Article 5, hereof.
- E. All grievances shall contain the following information in order to be considered and must be filed using the grievance form (to be obtained exclusively from the Union) jointly developed between the parties (a copy of which is attached hereto as Attachment B):
  - 1. Aggrieved person's name and signature.
  - 2. Aggrieved person's classification.
  - 3. Date submitted to Grievance Review Committee.

4. Date grievance was first discussed and name of supervisor with whom grievance was discussed.
  5. Date grievance was filed in writing.
  6. Date and time grievance occurred.
  7. The location where grievance occurred.
  8. A description of the incident giving rise to the grievance.
  9. Specific articles and sections of the Agreement allegedly violated.
  10. Desired remedy to resolve the grievance.
- F. Members wishing to process a grievance shall obtain the approved grievance form from the Union. Prior to providing a member with the grievance form, the Union President or the President's designee shall sign and date the form, thereby documenting that the form was obtained from the Union. Any grievance attempted to be processed without the required signature of the appropriate Union official shall be summarily dismissed and considered resolved in favor of management. A grievance summarily dismissed may not be refiled or otherwise pursued.
- G. Any grievance originating from a level above Step 1 may be submitted directly to the Step from which it originates.
- H. For the purpose of computing time, the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article 20, Section 1, hereof, and when an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.
- I. Once a member or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, the member and the Union are thereafter precluded from seeking a remedy under this procedure. Similarly, a member electing to pursue a claim through this grievance procedure shall thereafter be precluded from pursuing such claim through a legal or administrative forum.
- J. In the event a proceeding is commenced under Ohio Revised Code Sections 505.38 and 733.35 through 733.39, then any affected member shall be precluded from seeking a remedy under this grievance procedure.
- K. At any step of this grievance procedure, the grievant may be represented by a representative of the Union. If any grievant's meeting or hearing is held on the grievant's and/or representative's duty day, the grievant and/or representative shall be permitted reasonable time, as may be approved by the Fire Chief, to attend the meeting or hearing without loss of pay. The Township shall not incur any overtime expense as a result of this provision.

**Section 4. Grievance Review Committee.**

- A. The Union shall establish a Grievance Review Committee ("GRC") to review potential grievances and make recommendations to grievants.
- B. Prior to pursuing a grievance under the implementation Steps set forth in Section 5, below, a grievant shall file a copy of the proposed grievance with the GRC for review and comment. (The Union President or the President's designee shall be the person(s) authorized to accept such filing.)
- C. Within seven (7) days of receipt of the proposed grievance, the GRC shall review the grievance and submit a written recommendation to the grievant on the merits of the grievance. The GRC shall have no authority to resolve or otherwise respond to the proposed grievance on behalf of management. Rather, the role of the GRC is limited to advising the grievant on the merits of the proposed grievance; providing assistance in processing the proposed grievance, if requested; and informing the grievant whether or not the Union would be inclined to arbitrate the grievance. If the GRC fails to timely respond to the grievant, the grievant shall timely process the grievance to Step 1, below, if the grievant wishes to pursue the grievance.
- D. If the grievant processes the proposed grievance using the implementation Steps set forth below without first filing a copy of the proposed grievance with the GRC, the grievance shall be summarily dismissed and considered resolved in favor of management.

**Section 5. Grievance Procedure.** The following are the implementation Steps and procedures for the handling of grievances:

- A. **Step 1.** A grievant having an individual grievance shall first attempt to resolve it informally with the grievant's immediate supervising Lieutenant. This attempt at informal resolution shall be made by the grievant within twenty-one (21) calendar days after the events giving rise to the grievance occurred. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing. If the grievant is not satisfied with the response from the immediate supervisor at this Step 1, the grievant may pursue the formal Steps which follow.
- B. **Step 2.** If the grievant is not satisfied with the supervisor's informal response to the grievance at Step 1 of the grievance procedure, the grievant may submit the grievance in writing to the grievant's immediate supervising Lieutenant. This written grievance shall be submitted to the Lieutenant on the approved grievance form within the earlier of either ten (10) calendar days after the grievant has received a response to the informal Step 1 grievance, or within twenty-eight (28) calendar days after the events giving rise to the grievance occurred. The Lieutenant shall sign and date the form on the date of the Lieutenant's receipt of it. Within ten (10) calendar days of the Lieutenant's receipt of the grievance, the Lieutenant shall affix a written response to the grievance, date and sign the response, and return it to the grievant. The Lieutenant may retain a copy for the file.

**C. Step 3.**

1. Should the grievant not be satisfied with the answer in Step 2, within ten (10) calendar days after receipt of the response in Step 2, the grievant may appeal the grievance to this Step 3 by delivering a copy of the grievance containing the written response at the prior Step and any other pertinent documents, to the grievant's supervising Captain (as may, from time to time, be designated by the Fire Chief).
2. Within ten (10) calendar days of receipt of the grievance, the Captain shall submit to the grievant a written response to the grievance. The Captain may retain a copy for the file.

**D. Step 4.**

1. Should the grievant not be satisfied with the answer in Step 3, within ten (10) calendar days after receipt of the response in Step 3, the grievant may appeal the grievance to this Step 4 by delivering a copy of the grievance, along with the written responses at the prior Steps and any other pertinent documents, to the Assistant Fire Chief.
2. Within ten (10) calendar days of the Assistant Fire Chief's receipt of the grievance, the Assistant Fire Chief shall submit to the grievant a written response to the grievance. The Assistant Fire Chief may retain a copy for the file.

**E. Step 5.**

1. Should the grievant not be satisfied with the answer in Step 4, within ten (10) calendar days after receipt of the response in Step 4, the grievant may appeal the grievance to this Step 5, by delivering a copy of the grievance, along with the written responses at the prior Steps and any other pertinent documents, to the Fire Chief.
2. Within ten (10) calendar days of the Fire Chief's receipt of the grievance, the Fire Chief shall submit to the grievant a written response to the grievance. The Fire Chief may retain a copy for the file.

**F. Step 6.**

1. Should the grievant not be satisfied with the response at Step 5, the grievant may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within ten (10) calendar days after receipt of the Step 5 response, a copy of the grievance form containing the written responses from prior Steps, and any other pertinent documents, to the office of the Board of Trustees.
2. Within forty-five (45) calendar days of the Board of Trustees' receipt of the grievance, the Board or its representative shall submit to the grievant a written response to the grievance.

3. Should the grievant not be satisfied with the Trustees' response to the grievance at Step 6, the grievant shall notify the Union President of the grievant's desire to proceed to arbitration. Should the Union determine to proceed to arbitration with the grievance, the Union President or designee shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within ten (10) calendar days following the date of the Trustees' written response.

**G. Step 7.**

1. If the grievance is not satisfactorily resolved in Step 6, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted to the other party within ten (10) calendar days following the date of the Trustees' written response. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 6 reply.
2. Upon receipt of a request for arbitration the Township and the Union shall, within fourteen (14) calendar days following the request for arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) member panel, which election may only be exercised once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.
3. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The arbitrator shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make an award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier than twenty-eight (28)

calendar days prior to the date the grievance was presented in writing by the grievant in Step 2 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. Accordingly, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator and, if practicable, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding, subject only to appeal under Ohio Revised Code Chapter 2711. The cost involved to obtain the list of arbitrators, and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any nonemployee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of a transcript. All costs directly related to the services of the arbitrator shall be paid by the losing party. The Township shall not be responsible for or incur any overtime expenses as a result of this Article.

## ARTICLE 7

### DISCIPLINARY ACTION

**Section 1. Disciplinary Action for Cause.** After completion of a member's probationary period, a member shall not be subject to disciplinary action involving removal, reduction in pay and/or rank, suspension, or reprimand, without just cause.

**Section 2. Progressive Disciplinary Action.** For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a minor, non-serious infraction, an oral reprimand and/or a written reprimand will precede suspension, reduction in pay and/or rank, and removal. If the offense is of a serious nature, constitutes insubordination, or is a violation of law, the Fire Chief and/or Board of Trustees may determine that a different and/or more severe disciplinary sequence be utilized. The commission of multiple minor offenses, whether similar or dissimilar in nature, shall constitute a serious offense and will warrant severe disciplinary action. Whenever a member reasonably believes that a meeting or conference with a supervisor may result in disciplinary action, the member may request the presence of the designated grievance representative.

**Section 3. Records of Disciplinary Actions.** Records of formal disciplinary actions will be maintained in the member's personnel file in accordance with Chapter 1347 of the Ohio Revised Code. Any member or the member's duly authorized representative shall have the right to inspect such member's personnel file in accordance with applicable law. A member may obtain copies of materials in the member's file and the Township may establish a reasonable copying charge for such material. Should any member have reason to believe that there are inaccuracies in documents contained in the member's file, the member may notify the Fire Chief in writing of the alleged inaccuracy. Material will be removed from the personnel file and stored in another Township file if a member's claim that it is inaccurate, irrelevant, untimely, or incomplete is verified and sustained by a representative(s) designated by the Township. In the event such claim is not verified and sustained, the member shall have the right to submit a

written statement detailing the member's objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

**Section 4. Duration of Disciplinary Records.** In the event of no intervening disciplinary action against a member, the following time frames will apply: verbal reprimands (which the Fire Chief may record) will cease to be of any further force or effect after two (2) years; written reprimands will cease to be of any further force or effect after four (4) years; and records of suspensions will cease to have effect after eight (8) years.

**Section 5. Summary Suspensions.** Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.38 and 733.35 et seq., in instances involving any type of offense deemed by the Fire Chief to be of a serious nature, the Chief may, upon the Chief's own initiative and with the agreement of the member, summarily suspend a member for up to thirty (30) full working days without pay for each such offense. Prior to imposing such a suspension, the Fire Chief shall:

- A. Meet with the member in order to provide the member with an opportunity to explain the conduct in question; and
- B. If the member agrees to accept the suspension proposed by the Fire Chief, inform the member in writing of the effective date(s) of such suspension.

**Section 6. Member's Right to a Predisciplinary Conference.** In those cases where the member does not agree to accept a suspension in accordance with the terms of Section 5 of this Article, the member shall have the right to a predisciplinary conference with the Fire Chief and/or designee before any disciplinary action is imposed; provided, however, that the Fire Chief shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the predisciplinary conference. The person conducting the predisciplinary conference (whether the Fire Chief or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this Section. If a member desires a predisciplinary conference, the procedure for this conference shall be as follows:

- A. Prior to the conference before the Fire Chief or designee, the member shall be provided a statement of the charges. The member shall also be given at least three (3) calendar days notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement.
- B. At the conference, the Fire Chief or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The member shall have the right to be represented at the conference by an attorney or other Union representative, to present evidence and to question adverse witnesses. The Fire Chief or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.
- C. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the decision of the Fire Chief or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a nonprobationary member may,

with the approval of the Union President as provided in Article 6, Steps 6 and 7, of this Agreement, elect to appeal the decision (and any resulting suspension) directly to arbitration.

- D. If a nonprobationary member properly perfects an appeal of a decision to arbitration as provided in Article 6, Steps 6 and 7, of this Agreement, then suspensions of six (6) working days or more shall be stayed, pending the decision of the arbitrator. However, suspensions of less than six (6) working days may be summarily imposed by the Fire Chief or designee following the decision of the Fire Chief or designee regardless of an arbitration request.
- E. A record of suspensions imposed under Sections 5 and/or 6 of this Article may be placed directly into the member's personnel file by the Fire Chief or designee without the need for action on the part of the Board of Trustees.
- F. The parties intend that the provisions contained in Sections 5 and/or 6 of this Article 7 confer upon the Fire Chief and/or designee the right, power and authority to summarily suspend a member without pay in accordance with the procedures set forth therein; subject, however, to the nonprobationary member's ability to appeal such decision directly to arbitration as provided in Article 6, Steps 6 and 7, of this Agreement. Accordingly, in the event the suspension procedures set forth in Sections 5 and/or 6 of this Article 7 are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

## ARTICLE 8

### PROBATIONARY PERIODS

**Section 1. Probationary Period.** Except as otherwise herein below provided in Sections 2 and 3, hereof, upon appointment, each member will be required to successfully complete a one (1) year (i.e. 365 day) probationary period. The probationary period will begin on the first day for which a member receives compensation from the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., a probationary member may be terminated at any time during this probationary period at will and without just cause and shall have no grievance rights over such removal, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

**Section 2. Mandatory Extension of Probationary Period.** The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 1 of this Article in those cases in which a probationary member has not obtained and/or maintained the minimum qualifications for such member's position. In the event of such mandatory extension, the affected member shall continue as a probationary member for such time or times as directed by the Board of Trustees, without interruption of Step progression. During a mandatorily extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the grievance procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

**Section 3. Optional Extension of Probationary Period.** The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's promotional probationary period beyond the term set forth in Section 1 of this Article for an additional period not to exceed one (1) year. In the event of such an extension, the affected member shall continue as a probationary member for such time as determined by the Board of Trustees (not to exceed one (1) year) without interruption of Step progression. Any other extensions of a member's promotional probationary period beyond one (1) year shall only be done upon the written approval of the Union and the affected member. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the grievance procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body. The provisions of this Section 3 do not limit or otherwise apply to the provisions of Section 2, above, in that the Board of Trustees has the right to impose a mandatory extension of a member's probationary period for such time or times as the Board may determine under Section 2.

**Section 4. Promotional Probationary Period.** A newly promoted member shall be required to successfully complete a one (1) year promotional probationary period in the member's newly appointed position. The probationary period for a newly promoted member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the member subject to a promotional probationary period may, at the sole and absolute discretion of the Board of Trustees and upon recommendation of the Fire Chief, be returned to the member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the member shall have no recourse to the grievance procedure, nor may the member appeal or otherwise challenge such return in a court or any other tribunal or body.

**Section 5. Extension of Promotional Probationary Period.** The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 4 of this Article for an additional period not to exceed one (1) year. In the event of such extension, the affected member shall continue as a probationary member for such time as determined by the Board of Trustees (not to exceed one (1) year) without interruption of Step progression. Any extensions of a member's probationary period beyond one (1) year shall only be done upon the written approval of the Union and the affected member. During an extended promotional probationary period, the affected member may be returned to the member's former rank and salary with full credit for service during the extended promotional period. If so returned, the member shall have no recourse to the grievance procedure, nor may the member appeal or otherwise challenge such return in a court or other tribunal.

## **ARTICLE 9**

### **LAYOFF AND RECALL**

**Section 1. Layoff.** When the Township determines that a layoff is necessary (whether by layoff, job abolishment or otherwise), it shall notify the affected member(s) at least fourteen (14) days in advance of the effective date of the layoff.

**Section 2. Determinations.** The Township shall have the right to determine the necessity of a layoff and the right to determine in which classification(s) layoffs will occur. Within each classification affected, members will be laid off in accordance with their seniority.

**Section 3. Order of Displacement.** In the event of a layoff, the youngest member in point of continuous active service shall be the first laid off and any layoff thereafter shall be by reverse seniority. In the event of a layoff, the incumbent shall displace the next less senior member in rank, the person thereupon displaced shall displace the next youngest member in the next lower rank, and the youngest member in the next lowest rank shall be allowed to displace, and so on until the youngest member in point of continuous active service has been reached, who shall be then laid off. Furthermore, members may bump and be bumped in such a manner that members in higher classifications may bump less senior members in lower classifications until the least senior members up to the total number of members to be laid off are laid off. A laid off or bumped member who cannot bump another member will be laid off. In all cases, members who bump into a lower classification (and/or rank) carrying a lesser salary than that previously held shall only be entitled to the salary established for that particular classification (and/or rank) into which the member bumps.

**Section 4. Recall.** Members who are laid off shall be placed on a recall list for a period of two (2) years. If, during the duration of the recall list, there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification.

**Section 5. Notice of Recall.** Notice of recall shall be sent to the member by certified mail. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided, in writing, to the Township by the member.

**Section 6. Time Limitation.** The recalled member shall have fourteen (14) days following the date of mailing of the recall notice to notify the Township of the member's intention to return to work and shall have fourteen (14) days following acknowledgment of intent to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 7. Recall From Layoff.** An member who is recalled from layoff shall suffer no loss of seniority for the time during which the member was laid off, provided that the member is recalled and timely returns to work during the duration of the recall list. However, a member shall receive no service credit for time spent in layoff. A member who is recalled from layoff during the duration of the recall list shall return to the Step commensurate with the member's years of service immediately prior to the layoff, provided that no member shall be entitled to return to such member's former rank, classification, shift and/or unit. If, during the two (2) year duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the member's former rank be reestablished and become available during the two (2) year duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one member who previously held such rank, then the appointment shall be based upon seniority. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Department.

**Section 8. Seniority.** For purposes of this Article and, regardless of Ohio Revised Code Section 9.44, Article 22, a member's seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the Hamilton Township Fire Department from the member's most recent date of appointment. Continuous service shall be deemed broken when a member resigns, is discharged, fails to timely return to duty after an approved leave of absence, or layoff in excess of two (2) years. Once continuous service is broken, a member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service. Notwithstanding the foregoing and only for those members employed on January 1, 1991, such members' prior service credit, computed in accordance with Ohio Revised Code Section 9.44, will be used in determining the amount of vacation leave to which such member is entitled.

## ARTICLE 10

### **LABOR RELATIONS MEETINGS**

**Section 1. Labor Relations Meetings.** The Township and the Union recognize the benefit of exploration and the study of current and potential problems and differences via meetings of representatives to exchange views and information. Accordingly, the parties agree to establish a labor relations committee to develop approaches and possible solutions to matters of mutual concern. By mutual agreement, any topic of discussion may be considered at these meetings.

**Section 2. Committee.** The Committee shall consist of not more than five (5) persons from each party. Each party shall name its representatives to the Committee. The Committee shall meet at least quarterly upon the call of either party. Persons may be brought into Committee meetings by agreement of the parties.

**Section 3. Authority.** The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Union and the Township. The Committee shall have no authority to bargain for the Union and the Township or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

**Section 4. Joint Safety and Health Committee.** There shall be a joint safety and health committee composed of not more than three (3) representatives from each party. Each party shall name its own representatives. The joint committee shall meet quarterly upon the call of either party, and at such other times as the joint committee may determine.

**Section 5. Purpose.** The purpose of the joint committee shall be to serve in an advisory capacity to the Labor Relations Committee. To this end, the joint committee may conduct research, develop recommendations, and study and review matters pertaining to occupational safety and health within the Fire Department. All recommendations and reports will be in writing and shall be forwarded to the Labor Relations Committee for its review. Meetings and activities of the joint committee shall not interfere with normal Departmental operations.

## ARTICLE 11

### ASSIGNMENTS AND TRANSFERS

**Section 1. Position Changes.** In the event that the Fire Chief determines that a need exists to temporarily and/or permanently transfer a member from one shift to another, from one assignment to another, and/or from one position to another, then the Fire Chief may transfer the member to that shift, assignment and/or position.

## ARTICLE 12

### NO STRIKE/NO LOCKOUT

**Section 1. No Strike.** The Union recognizes that members are prohibited by state law from engaging in any strike. In recognition of this prohibition, neither the Union nor any member shall at any time engage in, call, authorize or ratify any strike. No member shall refuse to cross any picket line when such action would prevent or impede the performance of the member's employment duties. The Township shall not at any time engage in a lockout.

## ARTICLE 13

### WAIVER IN CASE OF EMERGENCY

**Section 1. Waiver.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Franklin County Commissioners, the Hamilton Township Trustees, or the Fire Chief, resulting from acts of God, civil disorder or otherwise, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for management, the Union, or a member to reply on grievances; and
2. Selected work rules and/or agreements and practices relating to the assignment of members.

**Section 2. Termination.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

## ARTICLE 14

### WAGES

#### **Section 1. Pay Ranges and Rates.**

- A. Effective July 1, 2010, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period July 1, 2010 through June 30, 2011:

<b><u>Starting Firefighter</u></b>	Annual	\$36,948.00
	Bimonthly	1,539.50
	Hourly (56)	12.69
Effective the first day after 1 year of continuous employment	Annual	42,635.00
	Bimonthly	1,776.46
	Hourly (56)	14.64
Effective the first day after 2 years of continuous employment	Annual	47,324.00
	Bimonthly	1,971.83
	Hourly (56)	16.25
Effective the first day after 3 years of continuous employment	Annual	56,095.00
	Bimonthly	2,337.29
	Hourly (56)	19.26
<b><u>Starting Lieutenant</u></b>	Annual	57,913.00
	Bimonthly	2,413.04
	Hourly (56)	19.89
Effective the first day after 1 year in rank	Annual	60,959.00
	Bimonthly	2,539.96
	Hourly (56)	20.93
<b><u>Starting Captain</u></b>	Annual	62,973.00
	Bimonthly	2,623.88
	Hourly (56)	21.63
Effective the first day after 1 year in rank	Annual	66,311.00
	Bimonthly	2,762.96
	Hourly (56)	22.77

- B. Effective July 1, 2011, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period July 1, 2011 through June 30, 2012:

<b><u>Starting Firefighter</u></b>	Annual	\$37,687.00
	Bimonthly	1,570.29
	Hourly (56)	12.94
Effective the first day after 1 year of continuous employment	Annual	43,488.00
	Bimonthly	1,812.00
	Hourly (56)	14.93
Effective the first day after 2 years of continuous employment	Annual	48,270.00
	Bimonthly	2,011.25
	Hourly (56)	16.58
Effective the first day after 3 years of continuous employment	Annual	57,217.00
	Bimonthly	2,384.04
	Hourly (56)	19.65

<b><u>Starting Lieutenant</u></b>	Annual	\$59,071.00
	Bimonthly	2,461.29
	Hourly (56)	20.29

Effective the first day after 1 year in rank	Annual	62,178.00
	Bimonthly	2,590.75
	Hourly (56)	21.35

<b><u>Starting Captain</u></b>	Annual	64,232.00
	Bimonthly	2,676.33
	Hourly (56)	22.06

Effective the first day after 1 year in rank	Annual	67,637.00
	Bimonthly	2,818.21
	Hourly (56)	23.23

C. Effective July 1, 2012, the following annual salaries and hourly rates are hereby established as the annual wage plan for the period July 1, 2012 through June 30, 2013:

<b><u>Starting Firefighter</u></b>	Annual	\$38,441.00
	Bimonthly	1,601.71
	Hourly (56)	13.20

Effective the first day after 1 year of continuous employment	Annual	44,358.00
	Bimonthly	1,848.25
	Hourly (56)	15.23

Effective the first day after 2 years of continuous employment	Annual	49,235.00
	Bimonthly	2,051.46
	Hourly (56)	16.91

Effective the first day after 3 years of continuous employment	Annual	58,361.00
	Bimonthly	2,431.71
	Hourly (56)	20.04

<b><u>Starting Lieutenant</u></b>	Annual	60,252.00
	Bimonthly	2,510.50
	Hourly (56)	20.69

Effective the first day after 1 year in rank	Annual	63,422.00
	Bimonthly	2,642.58
	Hourly (56)	21.78

<b><u>Starting Captain</u></b>	Annual	65,517.00
	Bimonthly	2,729.88
	Hourly (56)	22.50

Effective the first day after 1 year in rank	Annual	68,990.00
	Bimonthly	2,874.58
	Hourly (56)	23.69

**Section 2. Step Advancement.** The "Starting Firefighter" Step shall be the minimum hiring rate and advancement to the remaining Steps shall be by successive one (1) year intervals of continuous service.

**Section 3. Application of Pay Rates.** Except as otherwise hereinafter provided in this Agreement, the rates of pay set forth above are based upon a member's full-time employment of 2,912 hours of work per calendar year.

## ARTICLE 15

### **PENSION PICK-UP**

**Section 1. Pension Pick-Up.** The Township will continue to "pick-up" that portion of the member contribution to the Police and Firefighters Disability and Pension Fund (the "Fund") which is equal to ten percent (10%) of the member's earned compensation through the fringe benefit method, and the remainder, if any, of the member contribution to the Fund shall be paid by the member.

The provisions of this pension "pick-up" plan shall apply uniformly to all members and no member will have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The Township will, in reporting and making remittance to the Fund, report that each member's contribution has been made as provided by statute.

The sums proposed to be paid hereunder by the Township on behalf of the member are not to be considered additional salary or wages and are not to be treated as increased compensation. For purposes of computing the member's earnings or basis of his contributions to the Fund, the amount paid by the Township on behalf of the member as such member's statutory obligation, is intended to be and would be considered as having been paid by the member in fulfillment, whether in whole or in part, as the case may be, of the member's statutory obligation.

The parties further agree that a member's salary for purposes of (1) determining the contribution base for contributions to the Fund, and (2) determining any sick leave, severance, vacation, disability pay and any other benefits which are determined by reference to the Member's rate of pay, shall consist of only the member's cash salary as set forth in Article 14, Section 1, of this Agreement, without regard to the amount of contribution to the Fund paid by the Township in lieu of payment by the member pursuant to this Article 15.

The parties agree that if this pick-up is disapproved by the Fund, the Internal Revenue Service, or other applicable governmental authority, then the parties will revert to the previous employer/employee method of contributions to the Fund, and this Article 15 may be reopened by either party for the purpose of renegotiating this Article. To exercise this option, a party shall give written notice to the other, by either certified mail or personal delivery, of its desire to renegotiate this Article. In the case of a renegotiation, the parties shall, unless otherwise agreed in writing, follow the time frames and procedures established for "initial negotiations" set forth in Ohio Revised Code 4117.14. It is acknowledged and understood that the Township has made no representations as to the effects of this pension pick-up on any member's retirement benefits or level of taxable income.

## ARTICLE 16

### INCENTIVES AND BONUSES

**Section 1. EMS Incentive.** An annual incentive in the amount of \$1,600.00 shall be paid, in advance, to those members who are state-certified paramedics and who are actively participating in such field for a full twelve (12) month period. This incentive will be credited and paid, in advance, to qualifying members as follows: a member shall be entitled to this \$1,600.00 incentive on the pay period following the member's receipt of such member's paramedic card reflecting the member's certification as a state certified paramedic, and, if the member continues to so qualify, on the same date of each year thereafter. In the case of a newly hired member who is a state-certified paramedic at the time of hiring, this annual incentive shall also be paid to such member, if qualified, on the pay period following the state certification date as reflected on such member's paramedic card. Furthermore, if any member is paid the incentive payment and subsequently fails to so qualify for such payment for any reason whatsoever (including, but not limited to, termination of employment, expiration of the member's state certification, discontinuation of active participation as a paramedic, or otherwise) during the next twelve (12) month period following payment of this annual incentive, then the member shall be responsible for returning to the Township a prorated portion of that payment, which portion shall be based upon the number of full calendar months during which the member failed to so qualify. The amount so owed may be deducted from the member's wages and/or any other monies otherwise owed to the member and the Township is hereby authorized to make such deduction. If the Township requests, a member shall sign an authorization in favor of the Township reflecting this deduction.

**Section 2. Longevity Bonus.** A qualifying member shall receive a longevity bonus based upon the member's number of consecutive years of active service with the Department as a permanent, sworn, full-time firefighter, which bonus shall be paid in the following manner:

- A. After the fifth, sixth, seventh, eighth and ninth anniversaries of the date of employment, a member shall be eligible to receive a longevity bonus in the amount of \$250.00 (that is, \$250.00 after the fifth anniversary, \$250.00 after the sixth anniversary, \$250.00 after the seventh anniversary, \$250.00 after the eighth anniversary and \$250.00 after the ninth anniversary).
- B. After the tenth anniversary of the date of employment, a member shall be eligible to receive a longevity bonus in the amount of \$500.00, plus \$100.00 per year for each completed and consecutive year of full-time service thereafter.
- C. Payment of the longevity bonus shall be made on the pay period following a qualifying member's anniversary date.

## ARTICLE 17

### HOURS OF WORK AND OVERTIME

**Section 1. Definition.** The Township may, from time to time, establish the regularly scheduled work hours and work periods for members. Unless otherwise directed by the Fire Chief, work schedules will ordinarily be arranged so that the normal work schedule of members averages fifty-six (56), fifty (50) or forty (40) hours per week. In cases deemed necessary by the Fire Chief, members shall also work at such other and/or additional times as directed by the

Fire Chief. The Township will calculate all work periods in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder.

**Section 2. Overtime.** The amount and rate of overtime for members shall be calculated in accordance with the Fair Labor Standards Act and the Regulations promulgated thereunder. By way of illustration, members working an average fifty-six (56) hour work week on a three (3) platoon system will ordinarily be scheduled on a twenty-one (21) consecutive day work period and would then be compensated at the rate of one-half (1/2) time in addition to the straight time rate already paid for actual hours worked in excess of one hundred fifty-nine (159) hours through one hundred sixty-eight (168) hours in a work period, and at the rate of one and one-half (1 1/2) times the member's hourly rate for actual hours worked in excess of one hundred sixty-eight (168) hours in a work period. For the purpose of calculating overtime compensation, such compensation shall be based upon hours worked, except that hours spent on approved and paid vacation leave, approved and paid personal time off, and, subject to the approval of the Fire Chief, hours spent at the Township Fire Station in state-approved training sessions in order to maintain a member's EMT-P certification, shall be considered as hours worked when computing a member's entitlement to overtime compensation. In addition, if a member is granted injury leave with pay, then, for purposes of computing overtime compensation only during the initial work period in which the injury occurred, time spent on approved injury leave with pay from the date of the injury to the end of this initial work period (which period currently consists of twenty-one (21) days) shall be considered as "hours worked". Likewise, time spent on injury leave after this initial work period shall not be considered as "hours worked" when computing overtime compensation. The term "hours worked" shall be construed in conformance with the Fair Labor Standards Act and the Regulations promulgated thereunder by the Secretary of Labor. No member shall be paid for overtime work which has not been authorized by the Fire Chief or the Fire Chief's designee. In addition, any hours actually worked because of schedules or assignments being changed at the request of a member, or trading days at the sole option and by mutual consent of a member with the prior approval of the Fire Chief, shall be excluded from the hours for which the member is entitled to overtime compensation, and the Township shall not incur or be responsible for any overtime costs as a result of such activities. Payment of overtime will ordinarily be made, if practicable, on either the bimonthly pay period following the end of the applicable work period or the next following bi-monthly pay period.

**Section 3. No Pyramiding.** There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium pay more than once for the same hours worked.

**Section 4. Substitution (Trading) of Time.** If a member, with the prior approval of the Fire Chief, and solely at the member's option, agrees to substitute during scheduled work hours for another member in the same capacity, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work. Unless otherwise permitted by the Fire Chief in his sole and absolute discretion, all trades will be paid back within the current or immediately following twenty-one (21) day work period.

**Section 5. Mandatory Overtime.** Members shall work at such time or times (including without limitation, in overtime situations) as may be directed by the Fire Chief or his designee. Unless otherwise directed and as a matter of procedure, mandatory overtime will normally be instituted when the Fire Chief or his designee determines that a manpower shortage will exist

after normal procedures of fill-in have been exhausted (i.e. meaning that there has been an attempt to call all part-time and all full-time personnel). Ordinarily, when the Department falls below five (5) positions for the following day, the least senior position will be required to stay over and fill-in for twelve (12) hours. During the course of the next day, the officer-in-charge will attempt to fill-in by recalling all part-time and full-time personnel in order to fill the second twelve (12) hour slot. If the officer is unsuccessful in filling the second twelve (12) hour slot, the officer will order the least senior firefighter on the next day's shift to come in early and work the second twelve (12) hour slot before such member's next scheduled day. Under this procedure, it is intended that the least, and then the next least, senior firefighter will be ordered to work until the entire shift has been subjected to mandatory overtime; after which, the procedure will revert back to the least senior firefighter for mandatory overtime. The follow examples are intended to highlight the procedures to be used for filling overtime on a mandatory basis:

**EXAMPLE 1:** (If all regular means are exhausted)

<u>Shift One</u>	<u>Shift Two</u>	<u>Shift Three</u>
This shift is leaving duty	This shift is coming on duty	This shift scheduled off
Position 1	Position 1	Position 1
2	2	2
3	3	3
4	4	4
5	5 Calls off sick	5
6 Mandatory OT	6 Scheduled vacation	6 Possible call in early

**EXAMPLE 2:** (If all regular means are exhausted)

<u>Shift One</u>	<u>Shift Two</u>	<u>Shift Three</u>
This shift is leaving duty	This shift is coming on duty	This shift scheduled off
Position 1	Position 1	Position 1
2	2	2
3	3 Calls off sick	3
4	4	4
5 Mandatory OT	5 Scheduled vacation	5 Possible call in early
6	6	6 Possible call in early if not used before

Notwithstanding the foregoing, the Fire Chief, in his sole and absolute discretion, shall have the right to revise, alter, modify, change and/or amend the procedures to be used for filling mandatory overtime as the Fire Chief determines to be necessary or desirable.

**Section 6. Run Call-In Pay.** When a member is called back to work by an appropriate supervisor on hours not abutting the member's shift hours for the specific purpose of responding to a fire or EMS run, the responding member shall be credited with a minimum of one (1) hour at the appropriate rate of pay. This provision shall not apply to members held over for work following their shift, and shall be limited to members called in from off-duty for the specific and sole purpose of responding to a run.

## ARTICLE 18

### UNIFORMS

**Section 1. Uniform Allowance.** Except as otherwise hereinafter provided for newly hired members, on January 1 of each calendar year during the term of this Agreement, members will be credited with an annual uniform allowance credit in the amount of \$500.00 for purposes of purchasing required uniforms and parts. (For purposes of this Agreement, this \$500 uniform allowance credit shall become effective January 1, 2008.) The Fire Chief shall have the authority to specify the uniform requirements for the Department. Members shall purchase required uniforms and parts at such place(s) as may, from time to time, be designated by the Fire Chief. Furthermore, all uniform purchases shall be completed by December 15th of each calendar year, and there shall be no carryover of any uniform credit into a following calendar year. In the case of newly hired members who are hired on or after July 1, 2002, such members shall, upon their date of hire, be credited with a prorated portion of this annual uniform credit allowance for the calendar year in which they are hired, which proration shall be based upon the number of full calendar months remaining in the year of hire, after which, the annual uniform credit allowance shall be \$500.00 as hereinbefore specified; further provided that the Township will provide the newly hired member with an initial dress uniform after the member has completed his or her probationary period. The newly hired member shall thereafter be responsible for purchasing dress uniforms, in addition to all other required uniforms and parts, in accordance with this Section.

**Section 2. Turn Out Gear.** The Township will continue to provide required turn out gear.

**Section 3. Termination.** Upon termination, members shall return to the Department all required uniforms, parts, equipment, turn out gear, dress uniforms and other property furnished or paid for by the Township in good condition, less ordinary wear and tear.

## ARTICLE 19

### INSURANCE

**Section 1. Health Care Insurance.** Health care insurance, dental care insurance and vision insurance uniformly provided to all other full-time employees of the Township will be made available to members at their option. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained, from time to time, by the Township.

**Section 2. Member Contributions.** Members electing to participate in the health insurance program shall pay, on a monthly basis, a portion of the costs incurred in connection with the foregoing plans, with the amount of such payments to be twenty-five dollars (\$25.00) per month for single/no dependent coverage ("single coverage") and fifty dollars (\$50.00) per month for family and/or dependent coverage ("family coverage"). The members' payments shall be made through an automatic monthly payroll deduction, and the Township is hereby authorized to automatically make such a deduction from each member's wages. While this deduction shall not require the authorization of a member, the member shall, upon request of the Township, sign an authorization in favor of the Township reflecting this deduction if the Township so desires. Furthermore, if a monthly deduction is not made in or for a particular

month, the Township may make the deduction in a subsequent month. If there is an increase in the cost of health insurance over a previous year then members shall pay the following additional monthly amounts:

- A. For an increase of less than five percent (5%) over a previous year, members will pay no additional amounts.
- B. For increases of five percent or more over a previous year, members shall pay an additional \$5.00 per month for single coverage and \$10.00 per month for family coverage for each incremental increase of five percent (5%) or less. For instance, if health care insurance increases 6% in 2011, members would pay an additional \$5.00 for single coverage and \$10.00 for family coverage per month. (This would increase single coverage to \$30.00 per month and family coverage to \$60.00 per month.) Likewise, if the increase was 14% in 2011, members would pay an additional \$10.00 per month for single coverage (resulting in a payment of \$35.00 per month) and an additional \$20.00 per month for family coverage (resulting in a payment of \$70.00 per month), and so on.

**Section 3. Insurance Review Committee.** The Union may form a committee whose sole purpose shall be to review the current insurance coverage(s) and to make recommendations directly to the Board of Trustees with respect to possible changes in coverage(s). Meetings and activities of this committee shall not interfere with Departmental and/or Township operations. Unless otherwise approved by the Fire Chief, meetings and related activities shall not be conducted during working hours, and any disruptive activity shall immediately cease upon the request of the Fire Chief or designee. It is further understood and agreed that the Board of Trustees has the sole and exclusive right and authority to determine and change carriers, plans and/or coverage(s) and recommendations made by the committee shall be deemed advisory only and not binding upon the Township.

## ARTICLE 20

### HOLIDAYS

**Section 1. Holidays Recognized.** A member having six (6) months full-time continuous active service prior to the month in which a holiday occurs shall be entitled to eight (8) hours of holiday pay credit for each of the following legal holidays which, except as otherwise hereinafter specifically provided for Christmas Day, shall occur and be credited at the following times:

- (a) the first day of January, known as New Years Day;
- (b) the third Monday in January, known as Martin Luther King Day;
- (c) the third Monday in February, known as Washington-Lincoln Day;
- (d) the day designated in the "Act of September 18, 1975", 89 Stat. 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;
- (e) the fourth day of July, known as Independence Day;

- (f) the first Monday in September, known as Labor Day;
- (g) the second Monday in October, known as Columbus Day;
- (h) the eleventh day of November, known as Veterans Day;
- (i) the fourth Thursday in November, known as Thanksgiving Day; and
- (j) the twenty-fifth day of December, known as Christmas Day.

**Section 2. Payment of Holiday Credit.** Members shall work their regularly scheduled shift regardless of whether or not that shift occurs on a holiday. On the last bimonthly pay period in November of each calendar year, a qualifying member shall receive a holiday bonus payment for the number of holiday hours accrued and credited to the member during the applicable calendar year, with payment being based upon the member's regular hourly rate as of that bimonthly pay period. In addition, for those members qualifying for holiday credit on or as of the last bimonthly pay period in November of each calendar year, such members shall receive and be credited with eight (8) hours of holiday credit for the holiday known as Christmas Day which would otherwise fall on December 25 of that calendar year. Upon a separation from employment, unpaid holiday hours accrued and credited to a member shall be handled in the same manner as unused vacation leave, all as set forth in Article 22, Section 5 hereof.

**Section 3. Repayment of Holiday Bonus.** If a member is credited with eight (8) hours of holiday credit representing Christmas Day and subsequently leaves the employ of the Township prior to the date otherwise recognized as Christmas Day, then the holiday time credited which represents those hours for Christmas Day shall be forfeited. In the event the member has been paid for such day, then the member shall repay the Township for the amount so paid, which repayment may be deducted from the member's wages and/or any other monies owed the member, and the Township is hereby authorized to automatically make such deduction. If the Township requests, a member shall sign an authorization in favor of the Township reflecting this deduction.

## ARTICLE 21

### **PERSONAL TIME OFF**

**Section 1. Personal Time.** A member working an average fifty six (56) hour work week shall be entitled to twenty-four (24) hours of personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1st. Notwithstanding the foregoing, a newly hired member working an average fifty-six (56) hour work week shall only be entitled to the following amount of personal time for the calendar year of hire: twenty-four (24) hours for those members hired between January 1 and June 30, and no personal time for members hired between July 1 and December 31.

**Section 2. Use of Personal Time.** Personal time off shall be taken at such time or times at the sole and absolute discretion of and as may be approved in advance by the Fire Chief. Personal time use may be approved in increments of no less than two (2) consecutive hours per tour of duty. Personal time is not cumulative from year to year and shall be taken during the calendar year in which it is credited, and personal time not so taken shall be forfeited without payment or compensation therefor.

**ARTICLE 22**

**VACATION LEAVE**

**Section 1. Vacation Year.** For purposes of scheduling vacation time, the vacation year for members shall be from January 1 through December 31 of the calendar year.

**Section 2. Conditions for Earning Vacation Hours.** Members shall earn vacation hours by fully completed pay periods at the rate set forth in the table found in Section 4, below, and vacation hours shall be deemed earned and credited in the manner set forth in Section 3, hereof. The vacation steps shall be based upon completed years of "seniority" as that term is defined in Article 9, Section 8, hereof. A member may not use any vacation hours until the vacation time has been credited to the member for use in accordance with Section 3, below.

**Section 3. Earning, Crediting and Repayment of Vacation Hours.** Members shall earn, be credited with, and repay vacation leave as follows:

**A. For Members Hired On Or After July 1, 2002:**

Members shall earn vacation hours based upon a fully completed bimonthly pay period in accordance with the earning schedule set forth in Section 4, hereof. On the first day of January following the member's initial date of hire, the member shall be credited with the number of vacation hours earned since the member's initial date of hire. This credit of vacation leave will then be available for use by the member during the calendar year following the member's initial date of hire. Beginning on January 1 of the calendar year following the member's initial date of hire and continuing through December 31 of that year (and continuing likewise for each calendar year thereafter), the member will continue to earn vacation leave by completed bimonthly pay period, and the vacation leave earned during the calendar year will be credited on the following January 1<sup>st</sup> for use during that calendar year.

Example: Firefighter Smith is hired July 18, 2002.

07/18/02	Date of Hire
01/01/03	Credit with 30 hours of vacation time (based upon 3 hours for each fully completed bimonthly pay period from 7/18/02-12/31/02). These 30 hours must be used during calendar year 2003; otherwise such time is forfeited without pay.
01/01/04	Credit with 72 hours of vacation leave (based upon 3 hours for each fully completed bimonthly pay period from 1/1/03 through 12/31/03). These 72 hours must be used during calendar year 2004; otherwise such time is forfeited without pay.
01/01/05	Credit with 92 hours of vacation time for use during calendar year 2005 (14 bimonthly pay periods at the rate of 3.0 hours per pay period and 10 bimonthly pay periods at the rate of 5.0 hours per pay period). The reason for this increase is due to the fact on July 18, 2004, Firefighter Smith began his third year of continuous service. Consequently, beginning on Firefighter Smith's third year of continuous service,

Firefighter Smith began to earn vacation time by pay period at the next higher earning rate, i.e. 5.0 hours per bimonthly pay period.

01/01/06 Credit with 120 hours of vacation time (based upon 5 hours for each fully completed bimonthly pay period from 1/1/05-12/31/05). These 120 hours must be used during calendar year 2006; otherwise, such time is forfeited without pay.

If Firefighter Smith had been hired on January 1, 2003, the vacation calculation would be as follows:

01/01/03 Date of Hire – No vacation credited or available for use.

01/01/04 Credit with 72 hours of vacation time (based upon the rate of 3 hours for each fully completed bimonthly pay period from 1/1/03 – 12/31/03). These 72 hours must be used during calendar year 2004; otherwise, such time is forfeited without pay.

01/01/05 Credit with 72 hours of vacation time (based upon the rate of 3 hours for each fully completed bimonthly pay period from 1/1/04 – 12/31/04). These 72 hours must be used during calendar year 2005; otherwise, such time is forfeited without pay.

01/01/06 Credit with 120 hours of vacation time (based upon the rate of 5 hours for each fully completed bimonthly pay period from 1/1/05 – 12/31/05). These 120 hours must be used during calendar year 2006; otherwise, such time is forfeited without pay.

[At the conclusion of calendar year 2004, Firefighter Smith had completed 2 years of service. Consequently, on January 1, 2005, Firefighter Smith began his third year of service, and the vacation time earned during calendar year 2005 was earned at the next higher earning rate of 5 hours for each completed bimonthly pay period. The vacation hours earned at this higher rate during calendar year 2005 was then credited to Firefighter Smith on January 1, 2006 for use during calendar year 2006.]

06/17/06 Firefighter Smith submits resignation effective July 1, 2006, and as of July 1, 2006, Firefighter Smith had used 80 hours of vacation. In this case, Firefighter Smith will be paid for 100 hours of earned but unused vacation, calculated as follows:

120 hours	(Credited for use on 01/01/06 but earned in 2005)
<u>- 80 hours</u>	(Used in 2006)
40 hours	
<u>+60 hours</u>	(5 hours of earned but not yet credited vacation
100 hours	time for each fully completed bimonthly pay period
	from 01/01/06 – 06/30/06)

[Note: The above examples were based upon members who have less than 2 years of continuous service being credited with vacation at the rate of 3.0 hours per bimonthly pay period (or a maximum of 3 days per full calendar year). On July 1, 2006 and again on July 1, 2010, this first vacation step was increased. Although the method for vacation

accrual remains the same, due to this vacation increase at this step, members hired on or after July 1, 2006 will have slightly more accrued vacation during their first 2 years of employment than are shown in these examples.]

**B. For Members Hired Between January 1, 1992 and June 30, 2002:**

Beginning on January 1, 2003, these members shall be credited, in advance, with the number of vacation hours the member would otherwise earn during calendar year 2003 if the member remained employed in continuous full-time service with the Hamilton Township Fire Department throughout this 2003 calendar year. This advance credit of vacation leave will then be available to the member for use only during calendar year 2003. This annual advance credit of vacation hours shall continue to be made on January 1 of each subsequent calendar year thereafter. The member's anniversary date in the previous calendar year, shall be used to determine the number of vacation hours to be credited, in advance, to a member on January 1 of the applicable calendar year in which the credit is given, which number will be based upon the schedule set forth in Section 4, hereof. Any vacation time accrued prior to and/or during calendar year 2002 shall be used prior to December 31, 2002 and, if not so used, shall be forfeited without payment. (As a result, at midnight on December 31, 2002, these members shall have a zero vacation balance.) Furthermore, if a member leaves the employ of the Township, then all unused vacation time which had been credited in advance on January 1 of the calendar year of termination but not yet earned shall be forfeited without payment. In addition, the member shall immediately repay the Township for all credited but unearned vacation hours used by the member during the calendar year in which the member terminates employment with the Township, with the payment to be based upon the member's regular hourly rate at the date of termination. (The bimonthly earning schedule set forth in Section 4 shall be used to determine the amount to be repaid). The amount owed to the Township may be deducted from the member's wages and/or any other monies otherwise owed to the member, and the Township is hereby authorized to make such a deduction. If the Township requests, the member shall sign an authorization in favor of the Township authorizing this deduction. In all cases, the member shall be responsible for the immediate repayment of the amount owed to the Township.

Example: Firefighter Smith was hired October 20, 1997

- 12/31/02 All vacation time accrued prior to and during 2002 must be used by this date; otherwise, such time is forfeited without pay.
- 01/01/03 Credit, in advance, 120 hours of vacation time (24 bimonthly pay periods in 2003 at the rate of 5.0 hours per pay period). This 120 hours of vacation time must be used during calendar year 2003; otherwise, such time is forfeited without pay.
- 01/01/04 Credit, in advance, 168 hours of vacation time (24 bimonthly pay periods in 2004 at the rate of 7.0 hours per pay period). This 168 hours of vacation time must be used during calendar year 2004; otherwise, such time is forfeited without pay. Special Note: On October 20, 2003, Firefighter Smith began his 7<sup>th</sup> year of continuous service. Consequently, beginning on January 1, 2004, he was credited vacation

time, in advance, at the next higher vacation step, i.e. 7.0 hours per bimonthly pay period.

05/15/04 Since January 1, 2004 Firefighter Smith has used 128 (of the initially credited 168) hours of vacation time.

07/14/04 Firefighter Smith submits resignation effective August 1, 2004, and as of August 1, 2004, has used 128 hours of vacation time. As of August 1, 2004, Firefighter Smith has completed 14 full bimonthly pay periods from January 1, 2004 through July 31, 2004 during calendar year 2004. Consequently, he has only earned 98 (of the initially credited 168) hours of vacation time (i.e. 14 bimonthly pay periods at 7.0 hours per pay period). As a result, Firefighter Smith owes the Township the value of 30 hours (i.e.  $128 - 98 = 30$ ), with payment to be based upon Firefighter Smith's regular hourly rate at the date of his termination. (Although Firefighter Smith was initially credited, in advance, with 168 hours of vacation time on January 1, 2004, he forfeits the 40 unused vacation hours due to his resignation since this 40 hours of vacation time has not yet been earned). If, on the other hand, Firefighter Smith provides at least 2 weeks notice of his intended resignation and had used no vacation time during calendar year 2004, he would receive the value of 98 hours of vacation time, with payment to be based upon his regular hourly rate at the date of termination.

[Special Note: If a member in this category terminates employment on or before December 31, 2002, a vacation time audit will be conducted, as has been the practice of the Township, to calculate the total vacation time accrued and used during the member's entire employment. Any negative balance shall be immediately repaid to the Township, and the Township may deduct all or any portion of this sum from any monies owed to the member.]

**C. For Members Hired Prior to January 1, 1992:**

It has, in the past, been the practice to credit vacation time in advance to these members on January 1 for use during that calendar year and to consider this time credited as being earned as of January 1. This practice will be continued such that an annual advance credit of vacation hours will continue to be made for these members on January 1 of each calendar year for use only during that calendar year, and the vacation hours credited shall be considered earned as of the January 1<sup>st</sup> on which the hours are credited. The member's anniversary date in the previous calendar year shall be used to determine the number of vacation hours to be credited to a member on January 1 of the applicable calendar year.

Example: Firefighter Smith is hired October 18, 1988.

12/31/02 All vacation time accrued and/or credited prior to and during 2002 must be used by this date; otherwise, such time is forfeited without pay. (As a result, at midnight on December 31 2002, the member shall have a zero vacation balance.)

- 01/01/03 Credit, in advance, 216 hours of vacation time (24 bimonthly pay periods in 2003 at 9.0 hours per pay period), and consider this time as being earned as of January 1, 2003. This 216 hours of vacation time must be used during calendar year 2003; otherwise, such time is forfeited without pay.
- 01/01/04 Credit, in advance, 240 hours of vacation time (24 bimonthly pay periods in 2004 at 10 hours per pay period), and consider this time as being earned as of January 1, 2004. This 240 hours of vacation time must be used during calendar year 2004; otherwise, such time is forfeited without pay. Special Note: On October 18, 2003, Firefighter Smith began his 16<sup>th</sup> year of continuous service. Consequently, the vacation time credited on January 1, 2004 reflected those hours listed for the next vacation step, i.e. 10 hours per bimonthly pay period.
- 05/15/04 Firefighter Smith has used 200 (of the initially credited 240) hours of vacation time.
- 07/14/04 Firefighter Smith submits resignation effective August 1, 2004, and as of August 1, 2004, has used 200 hours of vacation time. Since the hours credited, in advance, on January 1, 2004 were considered earned on that date, Firefighter Smith will receive the value of 40 hours of vacation time, with payment to be based upon his regular hourly rate at the date of termination.

**Section 4. Schedule for Earning Vacation time.** Vacation time is to be earned and credited in the manner set forth in Section 3 in accordance with the following vacation leave earning schedule, which is hereby established for members working an average fifty-six (56) hour work week:

<u>Length of Continuous Service</u>	<u>Rate For Earning Vacation Hours Per Bimonthly Pay Period</u>	<u>Maximum Vacation Days (Hours) Potentially Earned for Full Calendar Year at This Rate</u>
Less than 2 years	5.0 hours	5 days (120 hours)
Beginning 3 <sup>rd</sup> year	6.0 hours	6 days (144 hours)
Beginning 7 <sup>th</sup> year	8.0 hours	8 days (192 hours)
Beginning 11 <sup>th</sup> year	10.0 hours	10 days (240 hours)
Beginning 16 <sup>th</sup> year	11.0 hours	11 days (264 hours)
Beginning 21 <sup>st</sup> year	12.0 hours	12 days (288 hours)
Beginning 26 <sup>th</sup> year	13.0 hours	13 days (312 hours)

**Section 5. Vacation Use.** All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Fire Chief. However and except in cases of emergency as determined by the Fire Chief, members who have scheduled their vacation prior to the scheduling of a mandatory training session shall not be required to attend that session, provided that such non-attendance shall not relieve a member from complying with the provisions of Article 2, Section 4, hereof. No leave time shall be scheduled during a period set aside for a training session. No vacation leave may be taken for less than a full duty day.

including holidays. The Fire Chief retains the right to limit the number of members who may be off at any one time and to change or otherwise cancel vacations and requests for the same. All requests for vacation shall be submitted to the Fire Chief by March 15<sup>th</sup> of each calendar year. Members who fail to submit a request by that date may be assigned vacation dates by the Fire Chief. Conflicts between requests will ordinarily be resolved by seniority, except in instances of those members desiring to take their entire vacation at one time for purposes of taking a trip or engaging in a similar activity, in which case, such purpose may prevail over seniority. Vacation time credited for use during a calendar year may not be carried over into a following calendar year. Vacation time not used during the calendar year in which it is credited for use shall be forfeited without compensation or payment thereof.

### **Section 6. Vacation Payout.**

- A. A member who intends to terminate employment with the Township by means of resignation for any reason whatsoever shall provide the Fire Chief with at least two (2) weeks prior written notice of the member's intended resignation. A member providing the requisite two (2) week notice will be paid for any earned but unused vacation time. Members who fail to provide the Fire Chief with the required two (2) week notice shall not be entitled to be paid for any earned but unused vacation time. As noted in Section 3, hereof, members shall immediately repay the Township for any used but unearned vacation time.
- B. A member who is to be separated from the Township service through layoff will be paid for earned but unused vacation time. Members removed from Township service during a probationary period or pursuant to Ohio Revised Code Sections 505.38 and 733.35 et seq. shall not be entitled to be paid for any earned but unused vacation time.
- C. If a member dies while in active service with the Township, any earned but unused vacation time shall be paid to the surviving spouse; otherwise, to the estate of the deceased member.

## **ARTICLE 23**

### **SICK LEAVE**

**Section 1. Sick Leave Accrual.** A member designated to work an average fifty-six (56) hour work week shall accrue sick leave with pay at the rate of twelve (12) hours for each fully completed calendar month in which the member is in active and paid service with the Township.

**Section 2. Accumulation of Sick Leave.** Sick leave may accrue and be accumulated and carried over from year to year; provided, however, that sick leave may only be accumulated up to a maximum amount of one thousand four hundred eighty-eight (1,488) hours. At the end of each calendar year, any member having sick leave in excess of the maximum allowable amount (i.e. 1,488 hours) will be paid at the rate of thirty-three percent (33%) for these excess hours.

### **Section 3. Use of Sick Leave.**

- A. When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick

leave with pay may be granted only upon the approval of the Fire Chief for the following reasons:

1. Sickness of the member where such sickness renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant member, where such condition renders the member incapable of performing the member's regular duties or restricted duties, if available, during the member's pregnancy.
2. Injury to the member where such injury renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the member's employment with the Township.
3. Medical, dental, or optical consultation or treatment of the member when the same cannot be obtained during off duty time, provided that the member schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the member's return to duty, the Fire Chief may require the member to furnish a certificate from the doctor confirming the member's attendance at the consultation or treatment.
4. Sickness or injury of a person of the member's immediate family residing in the member's household which urgently requires the presence of the member at home. Once the initial emergency is over, sick leave will not be granted merely because continuing care is desired. Members shall be granted no more than two (2) work days in any calendar year for sickness in the immediate family requiring the presence of the member at home; provided, however, that in cases of the birth of a member's child, members may be granted up to an additional two (2) work days in any such calendar year if needed for such event. The member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick time.
5. Quarantine of a member because of exposure to a contagious disease or chemical spills. The member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick leave.
6. In the event a member uses all injury leave time, and is still unable to return to duty, the member may, with the approval of the Board of Trustees, use any sick leave and vacation time to which the member is otherwise entitled.
7. The Fire Chief may, from time to time, require a member to be examined and approved fit for duty by a licensed medical practitioner designated and paid for by the Township in those instances where it is believed that the member may not be able to fulfill all of the duties of the member's position without restriction. In such event, the Fire Chief may place the member on sick leave or any other form of accrued paid leave or, if none, unpaid leave until a satisfactory medical certificate is received.

8. When sick leave is used, the member shall notify the member's immediate supervisor and/or such other person(s) as the Fire Chief may, from time to time, designate, of the member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency making such notification impossible, occur no later than one (1) hour prior to the start of the member's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Fire Chief.
9. If a member's illness or injury results in a member exhausting such member's sick leave balance, the member may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, members unable to return to full duty may also be subject to removal by the Board.
10. Members failing to comply with any rule or regulation dealing with the use of sick leave (including, but not limited to, those outlined in this Article) may be refused payment for time otherwise taken as sick leave.

**Section 4. Payment for Unused Sick Leave.** Except as otherwise specifically provided herein, upon a separation of service, other than retirement or death, a member shall not be entitled to receive any payment for any unused sick leave. Upon retirement from active service with the Township with twenty-five (25) or more years of continuous full-time service or upon death occurring in the line of duty, a member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for the member's accrued but unused sick leave in accordance with the following schedule:

- A. For members having up to 600 hours, at the rate of one (1) hour of pay for each six (6) hours of accrued but unused sick leave;
- B. For members having from 600 hours to 1,000 hours, at the rate of one (1) hour of pay for each four (4) hours of accrued but unused sick leave;
- C. For members having 1,000 hours or more, at the rate of one (1) hour of pay for each three (3) hours of accrued but unused sick leave;

Payment shall be based upon the member's regular fifty-six (56) hourly rate of pay at the date of retirement or death.

**Section 5. Verification of Sick Leave.** Notwithstanding anything to the contrary contained herein, the Fire Chief, the Board of Trustees or their designee may, from time to time, require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested, including, but not limited to, a medical certificate from a licensed practitioner of the member's choosing or, if specified by the Township, a medical certificate from a licensed practitioner designated and paid for by the Township verifying proper use of sick leave pursuant to the provisions hereof. Failure to furnish such a certificate at the time requested shall result in the member forfeiting, without pay, the sick leave hours so used. Additional certificates may be required in cases of prolonged illness or injury. If a member uses sick leave on a holiday or on the day immediately preceding or following a member's use of vacation or personal time, such member shall, immediately upon the member's return to duty, provide the Fire Chief with a signed certificate from a licensed practitioner which verifies the

member's proper use of sick leave and failure to provide such certificate immediately upon the member's return to duty shall result in the member forfeiting, without pay, the sick leave and all other forms of paid leave so used during the member's absence. In all cases of sick leave usage, a member shall furnish to the Fire Chief or designee a written, signed statement to justify the use of sick leave in the form attached as Attachment D. These forms will be made available to members at the members' stations. Failure to submit this completed statement to the Fire Chief or designee immediately upon the member's return to duty shall, in addition to being grounds for severe disciplinary action, result in the member forfeiting, without pay, the sick leave so used. Furthermore, a Township representative and/or designee may, at any time, call upon a member at such member's home or other place of confinement or convalescence while the member is absent from work based upon a claim of sick leave use.

**Section 6. Abuse of Sick Leave.** Sick leave is a privilege and falsification of a written request, physician's excuse or any other false statement, as well as any abuse of sick leave, shall be grounds for severe disciplinary action. As previously noted, the Township may, at any time and from time to time, require a medical examination of any member whose illness or injury is used as a basis for a sick leave request. In addition, or in the alternative, a Township representative and/or designee may call upon a member at such member's home or other place of confinement or convalescence while the member is absent from work based upon a claim of sick leave use. A member suspected of abusing sick leave will be given an opportunity to explain the circumstances of the member's use of sick leave.

- A. Grounds for suspicion of abuse shall include, but not be limited to, information received by the Township that the member is, or was, during any day for which sick leave is claimed:
1. Engaging in other employment;
  2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
  3. Present in a tavern or other place inconsistent with a claim of illness or injury;
  4. Absent from home or place of confinement or convalescence when called or visited by a representative of the Township, except in cases where the member can produce verification (such as a hospital or medical clinic admission or treatment slip or a dated receipt for the purchase of medicines from a pharmacy or an acceptable explanation) that the member's absence was for reasons directly related to the treatment of such member's illness or injury. A failure to answer the telephone when called by a Township representative shall be deemed being absent from home and an actual abuse of sick leave, and shall be grounds for such disciplinary action as may be determined by the Fire Chief;
  5. Using sick leave on a holiday. (If a member uses sick leave on a holiday and furnishes an acceptable physician's medical certificate in accordance with this Article which satisfactorily verifies proper use of sick leave, then that particular absence shall not be deemed grounds for suspicion of abuse.);
  6. Using sick leave immediately before and/or after a holiday or a member's use of personal and/or vacation time. (Notwithstanding anything to the contrary, a member using sick leave in this manner shall provide a certificate from the

member's own doctor, or if directed by the Fire Chief, from a physician designated and paid for by the Township, verifying proper use of sick leave pursuant to the provisions hereof. Failure to provide such a certificate upon the member's first return to duty shall result in the member forfeiting, without pay, the sick time and all other forms of paid leave so used during the member's absence.); and

7. Engaging in a pattern of sick leave use.
- B. Actual abuse of sick leave (including, without limitation, failure to answer the telephone when called by a Township representative or verification as to the accuracy of any other ground upon which a suspicion of abuse was based) or falsification of either a written signed statement by the member or a physician's certificate shall also subject a member to severe disciplinary action, up to and including discharge.

**Section 7. Wellness Incentive.** Beginning July 1, 2010, for each full calendar quarter (i.e. July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30) in which a member does not use any sick leave, such member shall be paid eight (8) hours of pay during the month next following the close of each such calendar quarter.

**Section 8. Sick Leave Donation.** Members may donate sick leave to and for use by other members only in accordance with the terms of this Section 8.

- A. A member who has depleted all of such member's sick leave may receive donated sick leave for use only up to the number of hours the member is scheduled to work in a work period.
- B. Members may request to donate their sick leave to another qualified member if the donating member:
1. voluntarily elects to donate sick leave and does so with the understanding that the donation will not be returned;
  2. donates sick leave no more than twice a year in increments of 24 hours, with the maximum donation not to exceed 48 hours in a calendar year;
  3. has a sick leave balance of at least 500 hours following the donation; and
  4. submits a fully completed and signed "Request to Donate Sick Leave Form" (a copy of which is attached hereto as Attachment C) to the Fire Chief before the receiving member's sick leave balance falls below 72 hours.
- C. The Fire Chief shall, upon or with such conditions as he deems necessary, approve or disapprove the proposed donation. The decision of the Fire Chief as well as any action taken hereunder by the Fire Chief shall not be subject to grievance, challenge or appeal.
- D. Donated sick leave hours will not be returned to a donating member. If such hours are not used in the work period in which these hours were to be applied, the donated hours will be forfeited unless the First Chief allows such hours to be carried over for use in the next following work period.

- E. Members who resign or are terminated are not permitted to donate or otherwise transfer any remaining sick leave balance.
- F. Any sick leave accrued by a member while using donated sick leave shall be used before any additional donated sick leave is used.

## **ARTICLE 24**

### **INJURY LEAVE**

#### **Section 1. Injury Leave With Pay.**

- A. All members working an average fifty-six (56) hour work week may, subject to the approval of the Board of Trustees, be granted injury leave with pay not to exceed forty five (45) calendar (not duty) days for each service-connected injury, provided such injury is reported in writing to the member's immediate supervisor not more than three (3) calendar days from the date such injury occurs; and further provided that paid injury leave time for each service-connected injury shall not exceed three hundred sixty (360) hours for such members.
- B. Service-connected injuries are defined as injuries received while acting within the scope of and arising out of the member's employment as a full-time firefighter with the Township. Injury leave may be granted for all service connected injuries. Injuries occurring other than in the scheduled and paid working hours shall be presumed to be non-service-connected.
- C. If there is a recurrence of a previous service-connected injury, the member may be granted injury leave with pay not to exceed the balance of forty-five (45) calendar days, provided such recurrence is reported to the member's immediate supervisor not more than three (3) calendar days from the date such recurrence occurs.
- D. As a condition of receipt of injury leave benefits and unless otherwise directed by the Board of Trustees, the member shall apply for worker's compensation benefits under the Ohio Worker's Compensation program as soon as possible. This condition shall apply to all alleged service-connected injuries and all alleged recurrences of the same. Furthermore, these filings shall include requests for any available compensatory program designed to compensate the member for lost wages, as well as filings with any other compensation fund or insurance company to which the Township contributes. Copies of all such applications and filings shall be submitted to the Board of Trustees. The member shall endorse over to the Township any worker's compensation benefits (as well as proceeds from any other compensation fund or insurance company to which the Township contributes) received that extend over the same time period for which the member is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Worker's Compensation, a member on injury leave will be required to execute a written agreement reflecting the provisions of this paragraph.

## **Section 2. Injury Leave Administration and Reporting.**

- A. Upon a member's timely report of a service-connected injury, the report of the cause of the injury, signed by the immediate supervisor and the Fire Chief, shall be submitted to the Board of Trustees as soon as practicable.
- B. No member shall be granted injury leave with pay unless authorized by the Board of Trustees. The Board of Trustees may periodically require the member be examined by a physician appointed and paid for by the Township. As a further condition of receipt of injury leave, the member shall release to the Board of Trustees all medical information and reports generated by or used in connection with any such examination. No member on injury leave shall return to work without the written approval of a physician or the Board of Trustees. If, in the judgment of the Board of Trustees, the injury is or becomes such that the member is capable of performing the member's regular duties or restricted duties during the period of convalescence, the Board of Trustees shall so notify the member and the Division in writing and deny and/or cancel injury leave with pay.
- C. While a member's request for injury leave is pending, the member may use and/or be placed on accrued but unused sick leave, vacation leave, and/or personal leave, which time usage shall be recredited to the member's appropriate leave balance(s) upon certification by the Board of Trustees that injury leave has been approved. If injury leave is not approved by the Board of Trustees, the member will be charged the designated leave initially used. In addition, the Fire Chief may, at the time of the injury and at the sole discretion of the Fire Chief, temporarily place a member on injury leave pending a decision by the Board on the member's request. If the Board denies the request, the time so used shall be recouped by charging such time to the member's other paid leave balance(s) as directed by the Board.
- D. If injury leave is approved by the Board of Trustees and the Bureau of Worker's Compensation disapproves wage and/or salary benefits in connection with the claimed service connected injury, then injury leave shall be discontinued and the injury leave initially granted shall be charged to the member's accrued but unused sick leave, vacation leave, and/or personal leave balance(s). In the event that these balances are insufficient to cover the injury leave time initially granted, then the member shall repay the Township for the excess amounts so paid the member, which repayment may, at the option of the Board of Trustees, be automatically deducted from any other monies owed or become owing to the member, or, if the Board so desires, the amounts may be recouped from any type of future leave time to be credited, or in any combination thereof, or in such other or additional manner as the Board of Trustees may direct.
- E. A member is prohibited from performing any other work for compensation while on injury leave. Also, a member on injury leave shall make himself/herself available at such time or times as directed by the Fire Chief in order to discuss, in person, work and leave related matters.

**Section 3. Additional Injury Leave.** The Board of Trustees, in its sole and absolute discretion, may, from time to time, grant additional injury leave with or without pay and upon such conditions as it may determine when a member has exhausted the amount of injury leave to which the member is entitled under this Article. Unless otherwise determined by the Board of Trustees, a member shall not be granted additional injury leave until the member has exhausted all other forms of paid leave otherwise available to the member. The Board may, on its own

initiative, place a member on such other form(s) of available paid leave prior to or in conjunction with its determination on the granting of additional injury leave. If the Board of Trustees grants additional injury leave without pay, the member shall not be entitled to any benefits or other forms of compensation as detailed in Article 26, Section 5, hereof. If, however, the Board grants additional injury leave with pay, this additional grant shall be subject to such conditions as the Board may, in its sole and absolute discretion and from time to time determine, including, but not limited to: limitations on the crediting of holiday time; reductions in personal time and uniform allowance; and limitations on the accrual of sick and vacation leave.

## ARTICLE 25

### **ASSIGNMENT DURING SICK, DISABILITY OR INJURY LEAVE**

**Section 1. Light Duty Assignment.** Members who are unable, by virtue of injury or illness, whether or not job related, to perform their regular assigned duties, may, with the written approval of the member's personal physician, request assignment to a temporary light duty position. This request shall be submitted to the Fire Chief and shall be accompanied by a doctor's statement authorizing the activity. It is not compulsory, nor is it an obligation on the part of the Township, to grant requests for temporary light duty assignments. Accordingly, the Fire Chief, in the Fire Chief's sole and absolute discretion, has the right to grant or disallow the placement of members on these temporary assignments. Furthermore, the Fire Chief may, from time to time, require a member to be examined by a physician appointed and paid for by the Township prior to the grant of a temporary light duty assignment request.

**Section 2. Work Hours.** If a member's request for a light duty assignment is granted, the Fire Chief may, in the Fire Chief's sole and absolute discretion, adjust the member's work hours during the light duty assignment such that the work hours average a forty (40), fifty (50) or fifty-six (56) hour work week. Furthermore, the work hours during a light duty assignment may, from time to time, be changed or otherwise revised by the Fire Chief.

**Section 3. No Conflict.** Nothing contained in this Article shall preclude the Fire Chief from ordering a member who is otherwise off-duty by reason of injury or illness, whether or not job related, to a temporary light duty assignment in the absence of a request for such an assignment. Accordingly, the Fire Chief shall have the right to order a member to temporary light duty assignment after the approval of a physician is obtained. To this end, the Fire Chief shall have the right to require one or more medical examinations (which, if required, shall be paid for by the Township) of a member in order to ensure that the member is able to perform the duties of the position. In the case of any medical examination, the member shall authorize the release to the Fire Chief or designee(s) of the results of each examination. Furthermore, nothing in this Article shall restrict or otherwise modify the rights granted to cancel and/or deny sick leave and/or injury leave in accordance with the Articles therefor or from otherwise mandatorily assigning a member to light and/or restricted duties in accordance with the terms contained herein.

## ARTICLE 26

### **SPECIAL LEAVES**

**Section 1. Special Leave.** In addition to other leaves authorized herein, the Board of Trustees may, in its sole and absolute discretion, authorize special leaves of absence without

pay, which exercise of discretion on the part of the Board of Trustees is not subject to challenge, appeal or review.

**Section 2. Jury Duty Leave.** A member, while serving upon a jury in any court of record, will be paid such member's regular salary for the time actually served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Fire Chief who will then deposit such funds with the Township Fiscal Officer. Time so served shall be deemed active and continuous service for all purposes.

**Section 3. Military Leave.** Except as may otherwise be specifically provided herein, a member may be granted a leave of absence without pay to be inducted or otherwise enter military duty. Upon separation or discharge from military duty under honorable conditions, such member shall be entitled to those rights and privileges, and subject to those conditions, provided in Ohio Revised Code Section 5903.03, or any future statute of like tenor and effect. Members in a probationary period may be granted such leave; provided, however, that if such probationary member returns to the Township service, then such member shall serve in a probationary status for that period of time remaining in the member's initial probationary period.

A member who, as a member of the Ohio National Guard, the Ohio Defense Corp, the Ohio Naval Militia, or as a Reserve member of the Armed Forces of the United States, is called upon to receive temporary military training or active duty shall, pursuant to Ohio Revised Code Section 5923.05, be entitled to a temporary leave of absence with pay not to exceed thirty-one (31) calendar days during any one (1) calendar year; provided, however, that the maximum amount of paid military leave shall not exceed one hundred seventy six (176) hours in any one (1) calendar year; and further provided that such member provides the Fire Chief with written verification of the dates of departure and return at least sixty (60) days prior to such departure or, in the event sixty (60) days notice cannot be given, seventy-two (72) hours after the member receives notice of such member's training or duty, and evidence of satisfactory completion of such training upon such return, at which time, the member will be restored to the member's previous or similar position with the same status, pay and seniority.

**Section 4. Funeral Leave.**

- A. In the event of death in the immediate family, a member shall be granted time off without loss of pay for the following number of consecutive work days (if the member is scheduled to work such days) occurring within seven (7) calendar days of the date of death, if needed for these purposes:

<b><u>Schedule</u></b>	<b><u>Days</u></b>
56 hours	2 (48 hours)
50 hours	3 (30 hours)
40 hours	3 (24 hours)

- B. The term "immediate family" shall include: parent, step-parent, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, spouse, son, daughter, step-son, step-daughter, grandparent and grandchild.
- C. Members shall notify the Fire Chief as soon as possible of the death and prior to the time of taking funeral leave.

**Section 5. Unpaid Leave of Absence.** Unless otherwise directed by the Board of Trustees, a member who is absent as a result of the use of an unpaid leave shall not be entitled to receive or accrue any benefits or other forms of compensation while on an unpaid leave status. Accordingly, the following shall occur while a member is on an unpaid leave:

- A. A member shall not accrue sick or vacation leave;
- B. A member shall not be entitled to any Township provided insurance (subject to any available insurance continuation program paid for by the member);
- C. A member shall receive no holiday credit for holidays occurring while the member is on unpaid leave;
- D. A member shall not be credited with personal time;
- E. For any calendar month (or any portion thereof) in which a member is on an unpaid leave, the member's uniform allowance, annual EMS incentive and longevity bonus shall be reduced by one-twelfth (1/12th);
- F. For purposes of calculating a member's longevity bonus and vacation, the member's anniversary date shall be extended for any time spent on an unpaid leave; provided, however, that a break in continuous active service shall occur if a member is absent while on unpaid leave for 120 hours, whether or not consecutive.

## **ARTICLE 27**

### **DRUG-FREE WORKPLACE**

**Section 1. Policy.** The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other employees and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all members to report for work in a condition to perform their duties; and to expect members to comply with all federal, state and local alcohol and drug laws. While the parties agree that members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

- A. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances, including, but not limited to, those substances under the provisions of the U.S. Government Controlled Substance Act of 1970 as amended, while on the job or Township property or work site is prohibited. All illegal substances will be turned over to the appropriate law enforcement agency.
- B. The use, sale, transfer or possession of alcohol while on the job or Township property or work site is prohibited. Property includes Township vehicles as well as private vehicles on Township property or work sites.

- C. Members are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to members taking prescription or over-the-counter medication that may cause impairment. Members who are determined to be unfit may be released from duty and sent home.
- D. Off-the-job use, sale, transfer or possession of illegal drugs or alcohol which could adversely affect a member's job performance or which could jeopardize the safety of other employees, the public, or Township facilities, or where such activities adversely affect the public trust in the ability of the Township to carry out its responsibilities, is also prohibited.
- E. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the member. Continued failure of a member to seek and pursue treatment when job performance and attendance are affected will not be tolerated. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

**Section 2. Testing Procedures.** Upon reasonable suspicion that a member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the member may be ordered to undergo a screening test(s). Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom indicating the member in question has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job. If the test(s) is positive, indicating that the member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the member may be ordered to undergo a confirmatory test. A positive result from an alcohol test means a level of .010 percent, as outlined in Ohio Revised Code Section 4511.19(3). The NIDA levels, as established from time to time, for each drug tested for shall be used to determine whether a test is positive with respect to that drug. For screening or confirmatory testing purposes, an employee may be ordered to submit to a breath test, urine test, blood test and/or such other reasonable testing methods. The Fire Chief or Board of Trustees may suspend a member without loss of pay before the time the confirmatory test results are complete. Confirmatory tests shall be made only by persons or institutions qualified to administer such a test. A member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such member's supervisor in advance of assuming the member's duties. The Township shall have the right to promulgate such other and/or additional procedures, not inconsistent with the provisions contained within this Article, with respect to sample collection, chain of custody procedures, and the like.

**Section 3. Test Results.** If the screening and confirmatory tests are positive, the Township may discipline the member up to and including discharge for a first offense. Furthermore, a member who refuses to submit to any ordered test shall be deemed insubordinate and shall be subject to disciplinary action up to and including discharge.

**Section 4. Counseling and Rehabilitation Program.** A member who notifies the Department of such member's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. A member participating in such a program will be allowed reasonable use of such member's accrued but unused sick

leave, vacation leave and/or personal time for absences due to actual participation. If no such leave time is available, the member may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. A member approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program at the member's own cost. While participating in such a program, the member shall be required to authorize the release of sufficient information so as to enable the Fire Chief and/or Board of Trustees to determine that the member is actively participating in and/or has completed such program. Upon completion of the program, a member shall be retested in order to demonstrate that the member is no longer abusing any prohibited substance. If the retest demonstrates that the member is no longer abusing any prohibited substance, the member may be returned to an available position for which the member qualifies. Furthermore, the member shall be subject to periodic retesting for drugs and alcohol upon such member's return for a period of five (5) years. A member shall be subject to disciplinary action up to and including discharge if the member: (1) refuses to take a screening or confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within five (5) years after the member's return to work upon completion of an approved counseling and rehabilitation program.

**Section 5. Confidentiality.** Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable state and federal law.

**Section 6. Costs.** The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the Fire Chief and/or Board of Trustees.

**Section 7. Reporting.** Any member convicted of any federal or state criminal drug statute violation shall notify the Board of Trustees of that fact within five (5) calendar days of the conviction. A member who fails to report such a conviction will be terminated from employment, forever barred from future employment and held civilly liable for any loss of federal funds directly resulting from the failure to report the conviction.

**Section 8. Random Testing/Policy Modifications.** The parties understand that the Bureau of Worker's Compensation ("BWC") provides incentives to those employers implementing a drug-free work place policy. The parties also understand that random drug and/or alcohol testing is part of such policy. To this end, the parties understand and agree that the Township shall have the right to unilaterally modify the provisions of this Article 27 in order to qualify for any BWC incentive, including premium discounts, and then to implement such provisions as modified. The Township will notify the Union of any modifications prior to implementation.

## ARTICLE 28

### **WELLNESS ASSESSMENT**

**Section 1. Occupational Health Program.** The Township Board of Trustees may, at its option, institute and require members to participate in an occupational health program designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may, from time to time, be determined by the Board.

## ARTICLE 29

### TRAINING COURSE TUITION CREDIT

**Section 1. Tuition Credit.** Members who have completed three (3) years of continuous active service may be eligible for tuition credit, up to a maximum of \$500.00 per calendar year, for training courses of instruction voluntarily undertaken that are approved in advance by the Fire Chief and Board of Trustees and are deemed necessary and job related. Job relatedness and the need for the training will be determined by the Fire Chief and Board of Trustees in their sole and absolute discretion. In addition to the remaining Sections in this Article, the training course tuition program shall be subject to the following additional conditions:

- A. **Course Approval.** All course work and the sponsor shall be approved in advance by both the Fire Chief and Board of Trustees. The member's request for approval shall be submitted to the Fire Chief in writing and shall contain the name and description of the proposed training course, the sponsor, the grading policy for the proposed course, the scheduled locations, times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the member. Unless otherwise directed by the Fire Chief, the member shall make such request at least thirty (30) days before the start of the course.
- B. **Attendance.** Training courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires a member's presence on the job (i.e., mandatory classes, training, emergency, overtime or the like) shall take complete and final precedence over any times scheduled for courses. Furthermore, the Fire Chief reserves the right to cancel any previously approved training course based upon the needs of the Department.
- C. **Financial Assistance.** Financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition credit the member may otherwise be eligible for under this Article.
- D. **Ineligible Fees.** No payment will be made for transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved training course.
- E. **Scheduling.** Unless otherwise approved by the Fire Chief, only one (1) member at a time may attend a training course. Scheduling conflicts for training courses will ordinarily be resolved on the basis of seniority unless otherwise determined by the Fire Chief.
- F. **Ineligible Course.** The purpose of this Article is to afford training opportunities to members in areas that are job related and approved by both the Fire Chief and Board of Trustees. It is not intended to apply to courses which satisfy a requirement for or otherwise relates to an associates or bachelors degree.
- G. **Decisions.** All decisions approved or disapproving a member's request for training course tuition credit are within the sole and absolute discretion of the Fire Chief and Board of Trustees, and a decision approving or disapproving such request shall not be grievable.

**Section 2. Repayment of Tuition Credit.** If a member retires, resigns, is discharged or otherwise separates from Township service for any reason whatsoever prior to the completion of one (1) year of continuous active service following the completion of any course work, the member shall immediately repay the entire amount of the tuition paid by the Township for courses taken and completed within the previous one (1) year period. Furthermore, a member shall immediately repay the entire amount of the tuition paid by the Township for courses which the member fails to complete with a passing grade. The Township is authorized to automatically deduct all or any portion of the amount owed by the member from the member's wages and/or any other monies otherwise due the member. If the Township requests, members shall sign an authorization in favor of the Township reflecting this deduction.

## ARTICLE 30

### **MISCELLANEOUS PROVISIONS**

**Section 1. Adjustment of Benefits.** As previously noted, the Township retains the right to schedule any member's work week so that the normal work schedule averages fifty-six (56), fifty (50) or forty (40) hours per week. In the event a member is reassigned to a work week other than a fifty-six (56) hour work week, then all remaining unused vacation time and sick leave standing to the credit of the member in the calendar year and at the time in which the reassignment occurs shall be recalculated and recredited in such manner so as to reflect the changed work hours to which the member has been assigned. To illustrate, five (5) days of vacation leave under a fifty-six (56) hour work week would, in the case of a forty (40) hour work week convert to eighty (80) hours of vacation leave, so as to enable the forty (40) hour member to take off proportionally the same number of vacation days as otherwise permitted under a fifty-six (56) hour work week. Likewise, a member, who after working a work week other than a fifty-six (56) hour work week is reassigned to and working a fifty-six (56) hour work week, shall have the remaining unused vacation and sick time to the member's credit recalculated and recredited in the manner outlined above. In all cases, the accrual rate for these benefits would likewise be revised so as to reflect the changed work hours to which the member has been assigned. To further illustrate, a member working an average fifty-six (56) hour work week who is reassigned to a forty (40) hour work week would, on an annual basis, be entitled to forty (40), eighty (80), one hundred twenty (120), one hundred thirty-six (136), one hundred fifty-two (152) or one hundred sixty-eight (168) hours of vacation time (depending upon years of completed service), and one hundred four (104) hours of sick leave time. Furthermore, such member's hourly rate of pay for overtime and other applicable purposes would be based upon the member's full-time employment of 2,080 hours of work per year.

**Section 2. Leap Day.** Unless otherwise directed by the Fire Chief, Leap Day shall be divided into three (3) platoon shifts of eight (8) hours each, with members working the shift assigned by the Fire Chief.

**Section 3. Gender and Number.** Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

**Section 4. Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 5. Term.** The term of this Agreement shall be for a period of three (3) years, commencing on the July 1, 2010 and terminating June 30, 2013.

**Section 6. Minimum Staffing.** The Fire Chief will make a reasonable effort to have five (5) employees on duty at all appropriate times. This provision shall not be deemed to require five (5) employees to be present at every Township fire station. Rather, the only requirement imposed is that the Fire Chief make a reasonable effort to have five (5) employees on duty regardless of the number of stations. Furthermore, but excluding the Fire Chief, staffing may be accomplished by the use of any full-time, part-time and/or volunteer personnel, or any combination thereof. In addition, intermittent lapses in manpower coverage will not cause the Township to be in breach of this provision.

**Section 7. Agreement Copies.** As soon as practicable following the signing of this Agreement, the Township and the Union shall have printed twenty (20) copies of this Agreement. Five (5) copies shall be provided to the Township, and the remainder shall be provided to the Union for distribution to members. The actual cost of printing this Agreement, and any future printing that the parties may later agree to be necessary, shall be shared equally by the parties. The Union shall be responsible for distributing copies to all members.

**Section 8. Successor Negotiations.** If either party desires to terminate or modify an existing collective bargaining agreement, or negotiate a successor collective bargaining agreement, written notice of such intent shall be delivered to the other party no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Ohio Revised Code Section 4117.14 shall apply to successor negotiations; provided, however, that the parties retain the right to propose a new and/or different dispute resolution procedure. Upon receipt of a notice to negotiate a successor collective bargaining agreement, the parties shall enter into collective bargaining.

**Section 9. Severability.** If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be invalid and unenforceable then, notwithstanding the provisions of Section 10, below, of this Article, the Township and the Union shall meet to negotiate a clause to replace the clause adjudged to be so invalid and unenforceable. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after thirty (30) days have expired since the issuance of the decision or order of the court or administrative body adjudging such a clause to be invalid and unenforceable. Neither the parties' failure to reach agreement on a replacement clause nor the invalidity or unenforceability of the clause adjudged to be invalid and unenforceable shall impair or affect any other term or provision of this Agreement.

**Section 10. Entire Agreement.** 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 as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are fully and completely set forth in this Agreement. Therefore, the Township and the Union, for the duration 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 as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain, whether or not such matters are specifically referred to in this Agreement, such matters were discussed between the parties during the negotiations which resulted in this Agreement, or such matters were within the contemplation of the parties at the time this Agreement was negotiated and executed. This waiver includes the waiver of the right

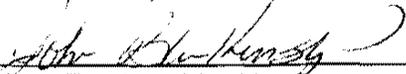
to require the other party to negotiate. This Agreement, which finally concludes and determines all matters of collective bargaining for its duration, contains the entire understandings, undertakings and agreements between the parties, and all other agreements, whether written, oral, or otherwise, are hereby canceled. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Township and the Union.

IN TESTIMONY WHEREOF, the parties have signed this Agreement on or as of July 1, 2010.

**FOR THE UNION:**

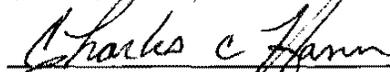
  
\_\_\_\_\_  
Scott Russell, President

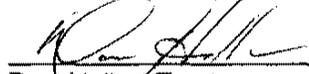
  
\_\_\_\_\_  
Phil Wilburn, Member

  
\_\_\_\_\_  
John Blankenship, Member

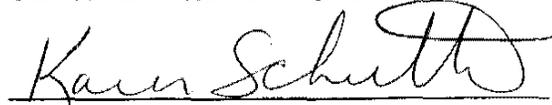
**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
Shannon Bush, Trustee

  
\_\_\_\_\_  
Charles C. Hann, Trustee

  
\_\_\_\_\_  
Dan Heller, Trustee

**CERTIFIED AND APPROVED:**

  
\_\_\_\_\_  
Karen Schutte, Fiscal Officer

**ATTACHMENT A**  
**HAMILTON TOWNSHIP**  
**PAYROLL DUES DEDUCTION FORM**

The undersigned hereby authorizes the Fiscal Officer of Hamilton Township, Franklin County, Ohio to deduct from the undersigned's wages regular Union membership dues in the amount certified to the Township by the Treasurer of the International Association of Firefighters Local 3344.

The undersigned understands and agrees that the Township will be relieved from making such deduction by the undersigned's:

1. termination of employment;
2. transfer to a job other than one covered by a bargaining unit;
3. layoff from work;
4. unpaid leave of absence;
5. revocation of this authorization;
6. resignation from the Union;
7. lack of sufficient wages.

\_\_\_\_\_  
Signature of Member-Employee

\_\_\_\_\_  
Date

**ATTACHMENT B**

**(NOTE – GRIEVANCE FORMS MUST  
BE OBTAINED FROM UNION)**

**GRIEVANCE FORM**

Form Provided By  
Local No. 3344  
By \_\_\_\_\_  
Date \_\_\_\_\_

**I. Required Information:**

1. Name of Grievant \_\_\_\_\_ Rank \_\_\_\_\_
  2. Date submitted to Grievance Review Committee \_\_\_\_\_
  3. Date grievance was first discussed with supervisor \_\_\_\_\_
  4. Name of supervisor with whom grievance was discussed \_\_\_\_\_
  5. Date presented in writing \_\_\_\_\_
  6. Date, time, and location of grievance \_\_\_\_\_  
\_\_\_\_\_
  7. Description of incident giving rise to the grievance and Article and Section violated \_\_\_\_\_
  8. Remedy requested \_\_\_\_\_  
\_\_\_\_\_
- Signature of Grievant \_\_\_\_\_

**STEP TWO**

**II. Lieutenant Response:**

1. Received by \_\_\_\_\_ Date received \_\_\_\_\_
  2. Lieutenant's response \_\_\_\_\_  
\_\_\_\_\_
  3. Date response submitted to Grievant \_\_\_\_\_
- Signature of Lieutenant \_\_\_\_\_ Date \_\_\_\_\_

**STEP THREE**

**III. Captain Response:**

1. Received by \_\_\_\_\_ Date received \_\_\_\_\_
  2. Captain's response \_\_\_\_\_  
\_\_\_\_\_
  3. Date response submitted to Grievant \_\_\_\_\_
- Signature of Captain \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR**

**IV. Assistant Fire Chief Response:**

1. Received by \_\_\_\_\_ Date received \_\_\_\_\_
  2. Assistant Fire Chief's response \_\_\_\_\_  
\_\_\_\_\_
  3. Date response submitted to Grievant \_\_\_\_\_
- Signature of Assistant Fire Chief \_\_\_\_\_ Date \_\_\_\_\_

**STEP FIVE**

**V. Fire Chief Response:**

1. Received by \_\_\_\_\_ Date received \_\_\_\_\_
  2. Fire Chief's (or designee's) response \_\_\_\_\_  
\_\_\_\_\_
  3. Date response submitted to Grievant \_\_\_\_\_
- Signature of Fire Chief \_\_\_\_\_ Date \_\_\_\_\_

**STEP SIX**

**VI. Trustees' Response:**

1. Received by \_\_\_\_\_ Date received \_\_\_\_\_

2. Trustees' response \_\_\_\_\_  
\_\_\_\_\_

3. Date response submitted to Grievant \_\_\_\_\_

Signature of Chairperson  
or designee \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT C**

**REQUEST TO DONATE SICK LEAVE FORM**

I. Required Information:

1. Date of request \_\_\_\_\_
2. Name of member donating time \_\_\_\_\_
3. Number of hours being donated \_\_\_\_\_  
(Must be in increments of 24 hours, not to exceed 48 hours per year.)
4. Name of member receiving time \_\_\_\_\_
5. Donating member's sick leave balance following donation \_\_\_\_\_

II. Certification

I hereby certify that the information contained above is correct and that this request is made voluntarily. By signing, I hereby relinquish all rights to the leave being donated as shown above and the benefits accrued to or attached to the same. I understand that the donation of this leave is irrevocable and that no donated leave will be refunded to me.

\_\_\_\_\_  
Donating Member's Signature Date

III. Union Approval:

The Union hereby approves the foregoing request.

\_\_\_\_\_  
Union President's Signature Date

IV. Fire Chief Decision:

This request has been \_\_\_\_\_ (Insert "approved" or "disapproved"). This request is subject to the following conditions: \_\_\_\_\_

\_\_\_\_\_  
(None if nothing is inserted.)

\_\_\_\_\_  
Fire Chief's Signature Date

## ATTACHMENT D

### SICK LEAVE REQUEST VERIFICATION

I. Required Information:

1. Name of member \_\_\_\_\_
2. Sick leave requested from \_\_\_\_\_ to \_\_\_\_\_
3. Total sick leave hours requested \_\_\_\_\_
4. Reason for sick leave use (check applicable box):

- Sickness of the member where such sickness renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant member, where such condition renders the member incapable of performing the member's regular duties or restricted duties, if available, during the member's pregnancy.
- Injury to the member where such injury renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the member's employment with the Township.
- Medical, dental, or optical consultation or treatment of the member when the same cannot be obtained during off duty time, provided that the member schedules such appointment with the Fire Chief at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the member's return to duty, the Fire Chief may require the member to furnish a certificate from the doctor confirming the member's attendance at the consultation or treatment.
- Sickness or injury of a person of the member's immediate family residing in the member's household which urgently requires the presence of the member at home. Once the initial emergency is over, sick leave will not be granted merely because continuing care is desired. Members shall be granted no more than two (2) work days in any calendar year for sickness in the immediate family requiring the presence of the member at home; provided, however, that in cases of the birth of a member's child, members may be granted up to an additional two (2) work days in any such calendar year if needed for such event. The member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick time.
- Quarantine of a member because of exposure to a contagious disease or chemical spills. The member may be required to furnish a medical certificate from a licensed practitioner to verify this use of sick leave.

- In the event a member uses all injury leave time, and is still unable to return to duty, the member may, with the approval of the Board of Trustees, use any sick leave and vacation time to which the member is otherwise entitled.

II. Certification

I hereby certify that the sick leave requested is for the reason(s) indicated above. I understand that I must comply with the Hamilton Township Fire Department's rules and procedures for requesting sick leave (and provide additional documentation, including medical certification, if required) and that falsification of any information on this form or elsewhere will subject me to severe disciplinary action up to and including discharge and may also be referred to outside agencies for further action.

\_\_\_\_\_  
Member's signature

\_\_\_\_\_  
Date signed

III. Administrative Action

This request has been \_\_\_\_\_ (Insert "approved" or "disapproved"). If disapproved, the reason(s) for disapproval are as follows: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief's signature

\_\_\_\_\_  
Date signed

**MEMORANDUM  
OF  
UNDERSTANDING AND AGREEMENT**

This is a Memorandum of Understanding and Agreement (the "Memorandum") entered into on or as of July 1, 2010 by and between the Hamilton Township Board of Trustees (the "Board") and the International Association of Firefighters, Local No. 3344 (the "Union").

**Background**

A. The parties have recently concluded negotiations for a Collective Bargaining Agreement (the "Agreement"), the term of which will be for the period commencing on July 1, 2010 and terminating at midnight, June 30, 2013.

B. As part of these negotiations, a vacation day was added to each of the vacation steps set forth in the Agreement.

C. This Memorandum is intended to address this increased vacation time for the period July 1, 2010 through December 31, 2010.

**Agreements and Understandings**

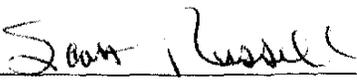
As part of concluding the Agreement between the parties concerning the increase in vacation time, the parties agree as follows:

1. For the period July 1 through December 31, 2010, the 24 hour increase in vacation time will be handled as follows:
  - (a) For members hired on or after July 1, 2002: Beginning July 1, 2010, these members will begin to earn and be credited with vacation time based upon the revised vacation leave earning schedule to be set forth in Section 4. This additional time will then be available for use in 2011.
  - (b) For members hired between January 1, 1992, and June 30, 2002: On or as of July 1, 2010, these members will be credited, in advance, with 12 vacation hours (which is the number of hours a member would otherwise earn if the member remains employed with the Township for this 6 month period). This advance credit will be administered under the vacation provisions for these members and must be used during 2010.

- (c) For members hired prior to January 1, 1992: On or as of July 1, 2010, these members will be credited with 12 vacation hours, which hours shall be considered earned as of such date. These hours will be administered under the vacation provisions for these members and must be used during 2010.

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

**FOR THE UNION:**

  
\_\_\_\_\_  
Scott Russell, President

**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
Shannon Bush, Chairman  
Hamilton Township Board of Trustees