11-MED-01-0059
2354-04
K #30663

STATE EMPLOYMENT RELATIONS BOARD
2014 APR -9 PM 2:13

Table of Contents


| Article | Content | Page(s) |
|---|---|---|
| 1 | AGREEMENT | 2 |
| 2 | RECOGNITION | 2 |
| 3 | UNION MEMBERSHIP AND SECURITY | 3 |
| 4 | UNION DUES DEDUCTION | 3 |
| 5 | UNION ACTIVITY | 3 |
| 6 | MANAGEMENT RIGHTS | 4 |
| 7 | DISCRIMINATION | 4 |
| 8 | BULLETIN BOARD | 5 |
| 9 | HEALTH AND SAFETY COMMUNICATION | 5 |
| 10 | RULES AND REGULATIONS | 5 |
| 11 | DISCIPLINE AND DISCHARGE | 5 |
| 12 | GRIEVANCE PROCEDURE | 6 |
| 13 | PROMOTIONS | 7 |
| 14 | JOB DESCRIPTIONS | 9 |
| 15 | SENIORITY AND LAYOFF | 10 |
| 16 | HOURS AND OVERTIME | 10 |
| 17 | SERVICE AND DISABILITIES | 11 |
| 18 | VACATIONS | 11 |
| 19 | LEAVES | 12 |
| 20 | HOLIDAYS | 15 |
| 21 | CLOTHING AND MAINTENANCE ALLOWANCE | 15 |
| 22 | INSURANCE | 16 |
| 23 | WAGES | 16 |
| 24 | DRUG AND ALCOHOL POLICY | 18 |
| 25 | LIFE OF THE AGREEMENT | 19 |
| | LETTERS OF UNDERSTANDING | 20 |
| | DRUG AND ALCOHOL USE POLICY AND PROCEDURE | 21-27 |


COPY

## Article 1
## Agreement

This labor agreement entered into, by and between Champion Township Board Trustees, hereinafter referred to as the Employer, and local # 2948, International Association of Firefighters, (IAFF) AFL-CIO, hereinafter referred to as the Union or Employee.

### Purpose

It is the purpose of this labor agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

### Conflict and Amendment

Should any provision or provisions of the labor agreement be held to be invalid by operation of law or be declared invalid by any tribunal, court, commission, or board of competent jurisdiction, or found to be in conflict with State and/or Federal law, all other provisions of the labor agreement shall remain in full force and effect.

Should any provision or provisions of the agreement be invalidated as outlined above, upon written request by either party, the parties shall, within thirty (30) days, meet to discuss the impact and to consider modification of the invalidated provision or provisions.

This labor agreement may not be amended during its term except by mutual agreement. Either party may propose to amend by so certifying in writing to the other party. Negotiations on the proposed amendments shall commence within thirty (30) days of such notification. If no settlement is reached, the provision of the agreement shall remain in effect.

Any negotiated change, to be effective and incorporated in this labor agreement, must be in writing and signed by both parties.

## Article 2
## Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the Champion Fire Department.

Excluded from the bargaining unit shall be the Fire Chief, Assistant Fire Chief, part-time employees, volunteers, seasonal, temporary, and all others not specifically included above.

For the purpose of this labor agreement, an employee or employees are those employees in the following titles:

> All uniformed full-time firefighters/EMTs, Firefighter/Paramedics, Fire Lieutenants, and Fire Captains employed by Champion Township Fire Department.

COPY

Those persons holding fire officer rank within the Champion Fire Department will be ranked within that position by seniority within the department for the purpose of command structure.

It is agreed that non-full time employees are essential to the operation of this Department; however, there will be no exercise of management rights of those non-full time employees over full time employees.

## Article 3
## Union Membership and Security

A) Employees of Champion Township Fire Department have the right to join or not to join the Union as they may choose.

B) Employees of the Bargaining Unit who have completed their initial probationary period and who are not members of IAFF local 2948 shall, as condition of employment, pay a monetary service charge hereinafter referred to as "fair share fee," which shall be certified by the Secretary-Treasurer of IAFF local 2948, April 1st of each year. Such fee shall be deducted by Employer and remitted during the same period as IAFF dues. Such deduction shall not require non-member written authorization.

C) Any individual employee objection to payment of the fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, will require such Employee to notify the Employer and the Union of his/her objection and provide proof of same. Within thirty (30) calendar days of notification, the Employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to the fair share fee as described herein, to a nonreligious charity. The Employee shall furnish written proof to the Employer and the Union that this has been done within thirty (30) days of establishment of the arrangement. All other objections to either the amount of the actual payment of the fair share fee shall be subject to the internal rebate procedure of the IAFF local #2948 and applicable State law.

## Article 4
## Union Dues Deduction

A) Employees that are members of the Union shall have dues deducted from their paycheck each month in the amount to be determined by the Union. The dues check shall be given to the Union Treasurer with each pay.

B) An initiation fee of Seventy-five (75) dollars shall be deducted along with the first month's dues for new members of the Union. The initiation fee shall be added to and accompany the dues deduction check.

C) New employees shall have thirty (30) days from the first day of employment to start paying Union dues.

D) In addition to complying with Article Three (3) of this agreement, any member wishing to withdraw from the Union shall give thirty (30) days written notice to the Union President, the Union Treasurer, and the Township Fiscal Officer.

E) Employees who choose not to belong to the Union shall comply with Article three (3).

F) Deductions for religious objections shall be in compliance with Article three (3).

G) A dues deduction card shall be signed by each Employee and collected by the Union Business Representative and a copy provided to the Township Fiscal Officer to collect such dues.

H) The dues check shall be made out to: Treasurer, local 2948, I A F F.

COPY

## Article 5
## Union Activity

A) There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his/her activity on the behalf of, or for membership in, the Union.

B) Employees elected or appointed to represent the Union shall be granted time to perform their Union functions, including, but not limited to, attendance at regular and special meetings and activities related to grievance procedures of the Union. Such functions shall be performed at a time that does not disrupt the normal work day.

C) Up to two (2) members of the Union Negotiating team shall be allowed time off for all negotiation meetings with the Board of Township Trustees without loss of pay. This pay rate shall be at their current hourly rate of pay and Reserve fire fighters may be utilized to fill the shifts of the Union Negotiation team in order to meet the request if necessary.

D) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt, the normal work of other employees. The Union further agrees not to conduct Union business between the hours of 8:00 am to 5:00 pm, except to the extent specifically authorized herein.

E) The Union shall not conduct Union activities in any work areas without notifying the Fire Chief of the nature of the Union activity at least forty-eight (48) hours in advance.

F) 4117.15 and 4117.16 et seq. of the Ohio Public Employee's Collective Bargaining Laws and Rules of the Ohio Revised Code will apply to strike activities by the members of the Union.

## Article 6
## Management Rights

A) Pursuant to section 4117.08 of the Ohio Revised Code, and to the extent otherwise limited or modified by this agreement, Champion Township retains the right and responsibility to:
   1) Determine matters of inherent managerial policy which include but are not limited to areas of discretion of policy, such as the functions and programs of the Public Employee, utilization of technology and organization structure;
   2) Direct, supervise, evaluate, or hire employees;
   3) Maintain and improve the efficiency and effectiveness of governmental operations;
   4) Determine the overall methods, process, means, or personnel by which governmental operations are to be continued;
   5) Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees.
   6) Determine the adequacy of the work force
   7) Determine the over-all mission of the employer as a unit of government;
   8) Effectively manage the work force;
   9) Take action necessary to carry out the mission of Public Employer as a governmental unit.

COPY

## Article 7
## Discrimination

A) The parties of this agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, employment status, age, political affiliation, or for the purpose of evading the spirit of this agreement.
B) All references in this agreement to the male gender shall be construed to be equally applicable to female gender.
C) All references in this agreement to the Fire Chief shall also include his/her designee.

## Article 8
## Bulletin Board

A) The Union may install and maintain a Union bulletin board within the Fire Department premises. It will be mounted and approved by the Fire Chief and authorized Union representatives will post notices of general and business nature and for the Union membership who may have an interest.
B) No slanderous material, or political material, other than of a Union nature, shall be posted on the bulletin board.
C) The current bulletin board located in the kitchen of the fire station will serve as the designated bulletin board.

## Article 9
## Health and Safety Communication

A) The Employer agrees to furnish and maintain, in a safe working condition, to the best of the Employer's knowledge, ability, and discretion, all tools, facilities, vehicles, supplies, and equipment required to carry out the duties of each employee. Employees are expected to maintain all tools, facilities, vehicles, supplies, and equipment in the best operational order and safe working condition. Employees are responsible for immediately reporting any unsafe conditions, or practices, and for properly caring for all tools and equipment furnished by the Employer.
B) Whenever an unsafe matter, or condition, arises that the Bargaining Unit feels should be discussed with the Employer, a meeting may be requested. These meetings are for the express purpose of avoiding possible grievances, and must not by-pass the normal chain of command.
C) The Employer agrees to maintain health and safety standards in accordance with these established by the Ohio Industrial Commission.
D) Failure by employees to abide by safety regulations will result in disciplinary action.

## Article 10
## Rules and Regulations

A) The Union agrees that its members shall comply with all Fire Department rules and regulations, including those related to conduct and work performance. The employer agrees that Departmental Rules and Regulations which affect working conditions and performance shall be subject to the grievance procedure.
B) Proposed NEW rules, or changes in rules, shall be posted for seventy-two (72) consecutive hours prior to implementation to allow comments from the Employees.
C) The Union shall acknowledge that it is the function of the Employer to establish, enforce, and amend (form time to time), rules and regulations to be supplied in printed form to the Union.
D) Fire Department rules and regulations are not part of this agreement unless expressly stated; however, any change in rules and regulations that violate this agreement are subject to the grievance procedure.
E) Lunch hour will be one (1) hour at midday when such break does not interfere with the safety of the community or responsibilities and duties of the fire department.

## Article 11
## Discipline and Discharge

A) No employee will be disciplined, reprimanded, or discharged without just cause.
B) Just cause shall be determined by the statutes of the Ohio Revised Code, specifically Sections 505.38 and 733.35 through 733.39 as well as case law relating to these sections as founds by tribunals with jurisdiction in the state of Ohio.
C) The Employer and the Union will divide the cost of a transcript and copy of the hearing, if one is requested.
D) After six (6) months, all reprimands not resulting in time lost shall be removed from the Employee's personnel file upon the approval of the Board of Township Trustees. Any reprimands resulting in time off shall cease to have force and effect after three (3) years upon the approval of the Board of Township Trustees, provided no additional reprimands of like nature have been placed into the Employee's personnel file.

COPY

E) There shall be only one (1) personnel file maintained for each employee, and it shall contain all disciplinary information relevant to such employee as described herein.
F) Each Employee shall have access to all information contained in his/her personnel file upon reasonable written notice to the Fire Chief. Employees may review his/her personnel file in the Fire Chief's office and may request a copy of document(s). Each Employee shall also receive copies of his/her acknowledged disciplinary actions.
G) Any Employee disputing information on any discipline placed in the personnel file shall be permitted the opportunity, at the time the discipline is issued, to place a note of rebuttal in his personnel file stating the reasons for the dispute.
H) Employees shall sign an acknowledgement of receipt when any disciplinary form has been reviewed with them.

## Article 12
## Grievance Procedure

It is the intent and purpose of the parties of this Labor Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein.
It is understood by the parties that any Bargaining Unit Employee shall have right to have Union Representative present at all steps of this procedure. It is understood by all Bargaining Unit Employees that they shall have the right to have a Union Representative present at all steps of this procedure.

A. Definitions:
1. A grievance shall be defined as a written claim arising under the terms of this Labor Agreement with regard to the interpretation, application or violation of this labor agreement, including disciplinary action between Management and the Union, or an Employee, or group of Employees as to the interpretation.
2. The grievant shall be defined as any bargaining unit employee, or group of bargaining unit employees, allegedly harmed as result of a violation of this labor agreement.
3. A "day" as used in this procedure shall mean calendar day, excluding Saturday, Sunday, or Holidays.

B. Procedures:

The Informal Step:
The employee shall discuss the matter with his/her supervisor within ten (10) working days of when the employee knew of the event-giving rise to the grievance. The supervisor will give an answer to the employee within three (3) working days of the discussion. The supervisor and the employee shall sign a form acknowledging that the discussion occurred, and a copy of this signed form shall be given to the employee.

Formal Step:
1. All formal grievances shall be rendered in writing at each step of the grievance procedure, except the informal step, and shall include the name and position of the grievant, the specific provisions of the labor agreement, or the past practice violated, allegedly violated, the time and the place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the nature of the grievance and the relief sought by the grievant.
2. All formal decisions shall be rendered in writing at each step of the grievance procedure, except the informal step, and copies of answers shall be submitted to the grievant and his/her union representative.
3. The time limits specified herein may be waived at any step by mutual agreement for both parties. Any such waiver shall be reduced to writing and signed or initialed by both parties.
4. Failure on the part of the Township to answer grievances within the specified time limits will permit the grievance to advance to the next step.
5. Grievances not filed at the appropriate step within the specified time limits shall be considered dismissed.

COPY

Step One (1):

Any bargaining unit employee who believes that he/she have a claim arising under the terms of this labor agreement with regard to the interpretation or application of this labor agreement including disciplinary actions, shall reduce said grievance to writing as provided herein and submit the same within five (5) days of the said occurrence or within five (5) days of the date the employee gains knowledge of the occurrence of said grievance to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall schedule a meeting with the employee and his/her union representative within five (5) days from the date the Fire chief or his/her designee is informed in writing of the grievance. Following this meeting, the Fire Chief or his/her designee shall have five (5) days to answer said grievance in writing.

Step Two (2):

If the grievance is not satisfactorily resolved within Step One (1), the grievance shall proceed to Step Two (2) by the grievant in writing notifying the Champion Board of Trustees of said appeal within five (5) days from date of the written response. A meeting of said grievance shall be held within five (5) days from the date the grievance is submitted to the Board of Township Trustees. The Board of Township Trustees shall respond in writing to the grievant and his/her Union Representative within ten (10) days from the date of the Step Two (2) meeting.

Step Two "a" (2a) Grievance Mediation:

Prior to submitting a grievance to Arbitration as out lined in Step 3, the parties may agree to submit the grievance(s) to non-binding grievance mediation. The mediation shall be conducted by a mediator/facilitator provided by SERB or FMCS. This step may be waived by either of the parties.

Step Three (3) Arbitration Procedure:

A) In the event a grievance is unresolved after being processed through all the steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step Two (2a), the Union may submit the grievance to arbitration. The Union will promptly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of arbitrators and the parties will choose one (1) by the alternate striking method. In the alternative the parties may choose an arbitrator upon whom they mutually agree.

B) The arbitrator shall have no power or authority to add to, subtract from, or in any matter alter the specific terms of this agreement.

C) The hearing, or hearings, shall be conducted pursuant to this labor agreement and/or the procedure of the FMCS.

D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

E) Each party shall be solely responsible to pay the expenses of any witness it wishes to call and the cost of the transcript of the proceedings if one is requested.

F) The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record closed. The decision of the arbitrator shall be final and binding upon both parties.

## Article 13
## Promotions

Whenever the Employer determines that a permanent vacancy exists, a notice of such a such vacancy shall be posted on the Employer's and Union's bulletin boards for seven (7) calendar days. The notice shall contain a job description. During the posting period, anyone can apply for the vacant position by submitting a written application to the Employer. In addition to the application, the candidate shall provide an updated resume and copies of job-related credentials or documents such and certificates, degrees, licensures, etc. The Employer need not consider any applications submitted after the posting date or that do not meet the minimum qualifications for the position.

A candidate must meet all of the requirements of the following to be eligible for promotion:

1) Must have served four (4) years as full-time Firefighter/Paramedic with the Champion Township Fire Department except when competitive examination requires less years of service.
2) Must have scored at least seventy-five percent (75%) or better on the written examination.
3) Must have scored the highest number of points in the final scoring of the candidates: test score, oral interview, service within the Champion Township Fire Department, and points for education, licensure and present status as an instructor, inspector or investigator and must have a service record with the Champion Township Fire Department that reflects: good attendance at work, mandatory trainings, and certification and the lack of disciplines.

Testing

Written testing shall be conducted by an independent testing agency acceptable to the Board of Township Trustees and IAFF Local # 2948.
All cost and expenses for such testing, tests, materials, books, and other necessary materials, as determined or recommended by the testing agency, shall be the responsibility of the Champion Township Board of Trustees, which shall retain possession of all materials after the test.
A minimum passing grade of seventy-five (75%) percent on the written examination is required to be placed on the eligibility list for the filling of any vacant position. All test grades will be kept confidential between the testing agent and the testing applicant.
The final test score will be determined by:

1. A passing grade of seventy-five (75%) percent or better on the written examination.
2. A total of all calculated points as totaled from the list below.
3. An oral interview by the Township Board of Trustees. Twenty (20) points maximum.
4. One-half (1/2) point per year of full-time service with Champion Township Fire Department. (Ten (10) points maximum.)

Calculated Points from the written test for Promotion Eligibility Standings
Test Scores:

75-80 % = one (1) point 86 –90 % = three (3) points
81-85 % = two (2) points 91-95 % = four (4) points
96-100 % = five (5) points

- Military Veteran (Honorably discharged) = three (3) points
- Bachelor's degree in Fire or EMS = four (4) points
- Associates degree in Fire or EMS = two (2) points
- Certified fire instructor = one and one half (1.5) points
- Certified EMS instructor = one and one half (1.5) points
- Fire Safety Inspector = one (1) point
- Certified fire investigator level 1 or 2 = one-half (.5) point
- Active certified Specialty Instructor in Fire and/or EMS = one half (.5) point each per topic, with a maximum of two (2) points, or four (4) topics.

COPY

Eligibility Lists

The names of those applicants that qualified shall be placed on an eligibility list in accordance with their final score. The applicant receiving the total highest score shall be placed first on the list. In the event of a tie, seniority in the Fire

Department shall determine the order of the names. The person having the highest position on the eligibility list shall be promoted first; in the case of any vacancy within that rank.

Demotions

Any demotions, voluntary or non-voluntary, will result in the individual being returned to their previous rank with pay, seniority and all other benefits being fully restored as before the promotion.
The Township Board of Trustees shall furnish the employee with a written notice of the demotion and a detailed statement of the reason for such demotion. Within ten (10) days thereafter such employee may appeal to the Board of Township Trustee's. The Board shall here the employee's appeal within thirty (30) days form it's filing. A decision shall be rendered within ten (10) days, in writing, after this hearing. Further, the appeal will be in accordance with the Ohio Revised Code.

Probationary Period

All promotional appointments in the Fire Department shall be for a probationary period not to exceed six months. If the employee takes time off that exceeds two weeks, the probationary period will increase proportionately. In all cases of unsatisfactory probationary periods in the Fire Department, The Board of Trustee's shall, at the end of the probationary period, furnish the employee with a written notice of unsatisfactory probation and a detailed statement of the basis for such filing. Within ten (10) days of notice, such employee may appeal to the Board of Trustee's. The Board shall hear the employee's appeal within thirty (30) days form its filing. A decision shall be rendered, in writing, within ten (10) days from after this hearing. Further, the appeal will be in accordance with the Ohio Revised Code.

## Article 14
## Job Descriptions

Job descriptions for all currently held positions within the Fire Department will be kept for reference in an accessible area.

Additional Duties

The employer has the right to direct the work force. The employer has the right to require the employees to perform duties which are additional to the duties set forth in their job description, however, the employer must give those qualified, full time employees, who request the additional duties, the first right to assume these duties. If more than one person requests the additional duties, seniority within the Fire Department will be given. In the event that these additional duties require further training and/or certification(s) with any State, or Federal Agency; the employee must undergo the training and/or certification(s), and as long as the employer compensates the employee at their normal wage rate for time spent in training and becoming certified.

The Fire Chief shall have the authority to utilize Reserve Fire Fighters to fill shifts when Bargaining Unit Employees are pursuing additional training and certifications pursuant to this article if necessary.

The Champion Twp. Board of Trustees will make available to each member of the bargaining unit any and all rules and regulations that pertain to the job descriptions of all personnel within the Fire Department. These rules and regulations will be in writing, with each member having their own copy; a copy will be kept as reference in an accessible area. These rules and regulations will be kept current and up to date with respect to Article 10. Each employee shall sign an Acknowledgment of Receipt and Understanding of such job descriptions.

COPY

## Article 15
## Seniority and Layoff

A) Seniority shall be determined by full-time, paid, continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by: resignation, discharge, retirement, layoff in excess of eighteen (18) months, failure to return to work within fourteen (14) days after recall, and failure to return to work after an approved leave of absence.
B) In the case of personnel reduction, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.
C) Employees on the layoff list shall be the first called to work any part time hours with said pay being at an hourly rate equal to what the Employee's rate would have been had he not been laid off.
D) An employee who resigns, retires, is dismissed, or laid-off is eligible, and shall be compensated accordingly, for all his/her accumulated holiday time, and vacation time, including pay due for the current pay period for time worked at his/her current rate of pay. Benefit time is only payable for under this Article and Section if the employee gives at least two (2) weeks written notice, unless otherwise approved by the Board of Township Trustees. The requirement of the employee to provide at least two (2) weeks written notice does not apply in a layoff situation.

## Article 16
## Hours / Overtime

A tour of duty (or shift) shall consist of a twenty-four (24) hour period beginning at 8:00 AM and ending at 8:00 AM on the following day. Full-time Employees shall be assigned to work on-duty for a twenty-four (24) hour shift, followed by a period off-duty equaling forty-eight (48) hours, per letter of understanding regarding "hours of work."

Over time will be available on a twenty-four (24) hour basis, until the Township Fiscal Officer declares that there is no longer sufficient money.

Any hours of overtime exceeding the schedule will be compensated at a rate one-and-one half (1 1/2) times the normal rate.

Overtime will be offered to full-time employees by seniority at each occurrence until it is taken, or declined. The available time may be taken in any hourly increments. The remaining time will be offered to less senior employees until it is either filled, or all full time employees have declined.

Overtime will be offered for the following available hours:

- Any time made available by action of the Champion Board of Trustees;
- Any hours made available by necessity, by the Fire Chief (or his/her designee);
- Any time vacated by full-time employee's use of vacation hours;
- Any time vacated by full-time employee's use of Special Leave(s);
- Any time made available because there is a need for coverage, so as to man the fire apparatus, station(s), or fire watches;
- Any time need to complete an emergency call already in progress after a full-time employee's scheduled shift ends.

When a full-time employee reports off (using sick leave), or leaves work due to illness, and the sick leave does not exceed forty-eight (48) hours; the available (or remaining) time will be offered to Reserve Fire Fighter/Paramedic first. If there are no Reserve/Paramedics willing to fill this vacancy; then a full-time employee will be offered the available (or remaining) time.

If the absence lasts longer than said forty-eight (48) hours/2 shifts, full-time employees shall be offered the available shifts during the next sixty (60) calendar days. If the absence is longer than sixty (60) calendar days the available time will be offered to part-time employees first.

With the approval of the Fire Chief, employees shall have the right to exchange shifts when the change does not interfere with the operation of the fire department or cause additional costs or overtime to the department. Such exchange of shifts shall not be unreasonably denied.

The Chief will give fifteen (15) day notice for any shift changes. If a bona fide staffing emergency occurs his will be discussed with the Union to find a solution for quicker time frame.

## Article 17
## Service Related Disability

A) When an employee is injured in the line of duty while actually working for Champion Township, he/she shall be eligible for a paid leave not to exceed one hundred and eighty (180) calendar days, provided he/she files for Worker's Compensation signs a waiver assigning to Champion Township those sums of money (temporary total benefits) he/she would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he receive benefits under this Article.

B) If at the end of this one hundred and eighty (180) day period, the employee is still disabled, the leave may, at the Champion Township Board of Trustee's sole discretion, be extended for an additional one hundred and eighty (180) calendar day period.

C) Whenever an employee is required to stop working due to a service connected injury or disability, the employee shall be paid for the employee's remaining hours of work that day.

D) The procedure of relieving wages will be repaid by the amount of each net pay the employee receives from time of injury to Worker's Compensation payments were received. Any used sick leave and/or vacation leave shall be immediately reinstated.

## Article 18
## Vacations

A.) Employees shall be entitled to vacations with pay each anniversary year based upon accumulated length of continuous service, computed in the same manner as is seniority, as follows:

One (1) year, but less than five (5) years . . . . . Five (5) working days
Five (5) years, but less than ten (10) years . . . . . Six (6) working days
Ten (10) years but, less than fifteen (15) years . . . . . Eight (8) working days
Fifteen (15) years but, less than twenty (20) years. . . . . .Twelve (12) working days
Twenty (20) years or more . . . . . .Thirteen (13) working days.

B.) Any Employee may carry up to one (1) week of vacation into the seceding calendar year.

C.) Vacation may be taken on Holidays by one employee with the senior employee having preference. If the turn can be covered, vacation may be granted to the other Employee at the discretion of the Fire Chief.

D.) Vacation may be taken for twenty-four (24) hour periods, eight (8) any hour incremented periods. Vacation may be taken for less than the above, for educational purposes.

E.) At the end of the year, an employee may sell back, at his regular rate of pay, up to one-half (1/2) of their accumulated, unused vacation earned in that year. (Once a year upon application to the Fire Chief, in conference with the Fiscal Officer, an employee may request a partial buy back (minimum of 1 week) of vacation earned to the date of the request during the year prior to the end of the year.) The year end request must be made to the Township Fiscal Officer by the end of the year with payment to be included in the next full pay cycle.

E.) Upon separation, death, or retirement from the department, Employees or the survivors shall be entitled to the vacation benefits accumulated by said Employee at the current regular rate of pay.

## Article 19
## Leaves

Sick Leave

A) All employees in the Fire Department shall earn sick leave at the rate of 4.6 hours, with pay, for each eighty (80) hours of work performed in service to the Fire Department. Sick leave shall accumulate to a maximum of 192 hours per year. Sick leave shall be charged to an employee on the basis of actual time absent (hour by hour.) In the event the rate of sick leave is mandated to be increased (to the benefit of the employee) by the Ohio Legislature employees shall earn sick leave in accordance with the new statutory requirement.

Unused sick leave accumulated prior to the effective date of this agreement shall be retained and taken at such time and in such manner as provided in this agreement.

Sick leave for the purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position.

Such leave shall be granted to members for absence from regularly scheduled hours of work for the following reasons:

1.) Sickness, illness, or injury of the employee.
2.) Pregnancy and childbirth by the employee, or childbirth by the spouse.
3.) Exposure to contagious disease, which could be communicated to other persons. A physician's verification may be requested by the Fire Chief and must be provided by the employee upon request.
4.) Sickness, illness, or injury to a member of the immediate family of the employee.
    a.) Immediate family for this section shall be: Spouse, Children, Step Children, Parents, Mother-in-Law, and Father-in-Law. And any other person who has stood in loco parentis for the employee, or for a person the employee has stood in loco parentis.

Reporting of Absence of Sick Leave

A) If an employee is absent for reasons that entitle him/her to sick leave, the employee is to notify the on-duty Fire Officer or Fire Chief as soon as possible, but no later than two (2) hours before the start of his/her scheduled shift.

B) Failure to so notify the on-duty Fire Officer or Fire Chief may cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

C) Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

D) The employee should notify the on-duty Fire Officer or Fire Chief when they will be returning back to duty from sick leave.

COPY

Verification of Sick Leave

A) If any employee is off due to medical reasons or personal injury for any length of time over (2) two shifts or 48 hours, upon returning to work the employee shall have the appropriate fire department return to duty form signed by his or her physician. Failure to have the form signed by the appropriate physician will result in the employee not being able to return to work as scheduled.

B) An employee who shall be absent on sick leave for two (2) or more consecutive tours of duty may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the Township. Furthermore, if the employee uses sick leave for his/her own illness, the Township may require such employee to be examined by a Township-designated physician at the expense of the Township.

C) In the case of leave of absence due to exposure to a contagious disease, a certification from a Township designated physician or physician acceptable to the Township shall be required.

D) The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health and safety of other employees.

E) Any abuse of sick leave or the patterned use of sick leave shall be just and, sufficient cause for discipline as may be determined by Board of Township Trustees.

Sick Leave Incentive

Any employee not using sick leave in a six (6) month period shall be paid one hundred and fifty (150.00) dollars. The six-month periods shall be from April 1st through September 30th with payment in the first full pay period in October, and October 1st through March 31st with the payment in the first full pay period in April. Each incentive bonus will be issued as a separate check.

Accrued Sick Leave:

Accrued sick leave shall be paid to a bargaining unit employee at one hundred percent (100 %) at retirement, or upon resignation as follows:

1) After Fifteen (15) years of service: four hundred and fifty (450) hours of accumulated sick leave.
2) After Twenty (20) years of service: Six Hundred (600) hours of the total accumulated sick leave.
3) After Twenty five (25) years of service: Seven hundred and fifty (750) hours of the total accumulated sick leave.

If an employee dies, while employed by the Township, the sick leave shall be paid to the surviving spouse, or if no spouse survives, to a dependent of the employee's household at one hundred (100) percent of the total accumulated sick leave up to a maximum of seven hundred and fifty (750) hours.

COPY

Special Leaves

A. Jury Duty - Any employee serving upon the jury or subpoenaed to be a witness in any court of law will be paid his/her regular wages for each work day that he/she is so serving, less whatever amount such employee may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes. The employee shall return to work if jury duty occurs on a regularly scheduled workday.

B. Court Leave - The employer shall grant leave with pay for an Employee for the period of time he/she is required to appear before a: court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness; on the behalf of Champion Township, except for matters of a personal nature. The employee shall return to work if it is a regularly scheduled workday. The employee shall be paid a minimum of two (2) hours if they appear on a regularly scheduled day off. All witness pay, or reimbursements, given by the court will be turned over to the Township.
C. Military Leave - Employees who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to military exercises. Military leave pay shall be the difference between the employee's regular pay and service pay.

D. Bereavement Leave - In the event of a death in an employee's immediate family, an employee shall be granted a leave of three workdays, with pay, within one week of the death; or when services are held. Immediate family for those purposes shall be defined as: spouse, children, step-children, parents, step-parents, grandparents, brother, sister, half-brother, half-sister, parent-in-law, grandchildren, sister-in-law, brother-in-law, and any other person who has stood in loco parentis for the employee, or for a person for whom has stood in loco parentis. Should an employee need additional time for bereavement leave proposes he may take sick leave, but not for more than two (2) weeks.

E. Personal Leave - An employee may or may not be granted personal leave from employment without compensation for a period not to exceed forty-eight (48) consecutively scheduled work hours. Group insurance shall be maintained by the Township during to time of such approved leave, and the Employee's "continuous service" with the Township shall not be interrupted by such personal leave. The Township Board of Trustees have the discretion to grant additional personal leave based on the terms provided herein.

F. Educational Leave – All full time employees are entitled up to forty-eight (48) hours of Continuing Educational leave each calendar year.

a. CONTINUING EDUCATION:

1.) All continuing education must be job related in the areas of Fire, EMS, Hazardous Materials, Rescue, Inspection, or Leadership, and with prior approval of the Fire Chief.
2.) All requests for continuing education leave shall be submitted to the Fire Chief as early as possible, before the start of the class.
3.) If the full-time employee is scheduled to be working on shift, a replacement part-time employee will be scheduled to fill the shift. The full-time employee will be given administrative time off to attend the class.
4.) If the full-time employee is scheduled off-duty to attend the class, the full-time employee will be entitled to regular hourly rate of pay for each hour spent in training and the travel time to and from the class location. This education pay will be included within the pay period check when said continuing education occurred.
5.) The full-time employee will provide proof of attendance to the Fire Chief.
6.) Reserve fire fighters may be scheduled to fill shifts or any parts thereof where absence of a Union employee(s) is due to voluntary continuing education.

COPY

b. Mandatory Training:

1. The Fire Chief may schedule a mandatory departmental training to a maximum of forty (40) hours (not to exceed 8 times) per year where the attendance of the employee is required.

## Article 20
## Holidays

A.) The following Holidays shall be paid Holidays:

1.) January 1. New Year's Day.
2.) Third Monday in January, Martin Luther King Day.
3.) Third Monday in February, President's Day.
4.) Easter Sunday.
5.) Last Monday in May, Memorial Day.
6.) July 4th, Independence Day
7.) First Monday in September, Labor Day.
8.) Second Monday in October, Columbus Day.
9.) November 11, Veteran's Day.
10.) The Fourth Thursday of November, Thanksgiving Day.
11.) December 25, Christmas Day.

B) All employees in active pay status, at the time of the holiday(s) shall be paid twelve (12) hours of holiday pay for the above listed holidays. This check will be issued on the first pay period in November of each year, paid at the employee's straight time rate of pay.

C) Any employee who works on a designated holiday shall be paid at one and one-half (1 1/2) times his/her base rate for the hours from 8:00 am to 8:00 pm on that holiday.

D) Only essential work shall be done on holidays and such needs of the department in order to maintain an immediate emergency response.

## Article 21
## Clothing and Maintenance Allowance

A) At the time when a Fire Department Employee is hired, or promoted, the Township shall furnish the following:

1.) Three (3) light Blue, or White, Uniform Shirts, with badges and patches.
2.) Three (3) Dark Blue, or White, Uniform Tee-shirts, with emblem.
3.) Three (3) Dark Blue Uniform Pants.
4.) One (1) OSHA approved Seasonal Jacket.
5.) One (1) Pair of Uniform Safety shoes.

B) The Clothing and maintenance allowance for all employees will be $625.00 a year beginning with the second pay period of January 2012.

This will be issued by a separate check.

C) Employees shall maintain a minimum amount of clothing as listed in "A" and replace them when clothing becomes worn, torn, or faded.

D) All Employees that are promoted to a higher rank shall be provided the appropriate uniforms. This change in uniform will consist of department patches and badges. The appropriate structural helmet will also be issued.

E) By a quartermaster system each bargaining unit member may request up to $500.00 in expenditures by the Township during the duration of this contract for equipment other than uniform or uniform maintenance. Employees may combine their stipend in making requests for the purchase of equipment under this section. All equipment purchased pursuant to this paragraph is and remains Township property. Any requests and purchases pursuant to this paragraph must be approved by the Board of Trustees.

COPY

## Article 22
## Insurance

Medical Insurance
There will no longer be a reimbursement for expenses related to prescription coverage.

The Employer shall provide hospitalization and medical insurance for members of the bargaining unit unless otherwise waived by the bargaining unit member. The Employer agrees to pay a portion of the premium for the cost of hospitalization and medical insurance coverage. The employee will be responsible for and agrees to pay and contribute 2% of the employee's annual (total) gross wages and compensation for the cost of the premium for the employee's hospitalization and medical insurance coverage. Such employee contribution and payment shall be made by payroll deduction from the employee for each pay period.

The Employer and employee shall convene a cost containment committee comprised of one member from each bargaining unit in the Township, and one management staff person in the Township, and the Township Fiscal Officer and the Board of Trustees for the purpose of reviewing and recommending improvements, changes, modifications, amendments and cost control measures to the Board of Trustees for changes in cost or coverage of hospitalization and medical benefits.

Life Insurance

The Employer shall provide and maintain in force, by payment of necessary premiums, life insurance in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) for all Bargaining Unit members, for the duration of this labor agreement. However, if the said insurance premiums increase by FIFTY PERCENT (50%) or more, the Employer reserves the right to cancel said life insurance. If it becomes necessary to cancel said life insurance, the Board of Township Trustees agrees to notify the Bargaining Unit ninety (90) days prior to cancellation. This notification will be in writing.

## Article 23
## Wages

Base Hourly Rates of Pay Per Contract Period
April 1, 2011 . . . . . $15.47 per hour (0% increase.)
April 1, 2012 . . . . . $15.47 per hour (0% increase.)
April 1, 2013 . . . . . $15.47 per hour (0% increase.)

This will be based on one hundred and twelve (112) hours worked per fourteen-day pay period. Any hours worked outside the normal work cycle will be paid at one and one half (1 ½) times their normal hourly rate.

April 1, 2011 . . . . . $ 45,048.64 or $ 1,742.64 per pay period.
April 1, 2012 . . . . . $ 45,048.64 or $ 1,742.64 per pay period.
April 1, 2013 . . . . . $ 45,048.64 or $ 1,742.64 per pay period.

New full-time employees hired after April 1, 2011 will have an annual pay step as follows:

In the first full year of service = 70 % of base pay for the said calendar year of this contract.

Second full year of the employee's service = 80 % of base pay.

COPY

Third full year of the employee's service = 90 % of base pay. Failure to achieve paramedic certification by the end of the second full year of employment is just cause for termination.

Fourth full year of employment, if more than 12 months from their last increase, paid at 95% of base pay.

Fifth full year of employment paid at 100% of base pay.

The per/hour rate will be increased to $ 0.25 per hour for paramedic certification, regardless of the length of service.

Base Hourly Rates of Pay Per Contract Period

All Captains promoted after April 1, 1999 will receive $ 0.77 increase per hour above the base pay annually.

All Lieutenants promoted after to April 1, 1999 will receive $0.52 increase per hour above the base pay annually.

Any Full-Time fire fighters who acts as a shift officer, for a minimum four (4) consecutive hours during his scheduled shift, for the hours worked when preforming the duties of an officer in charge due to their seniority status, when no ranking officer is working, will receive $0.25 increase per hour above the base annual pay.

In the event that the full time employee loses their driver's license or state certification because of an administrative problem, which is no fault of the employee, then the employee, then the employee will be permitted to perform his/her firefighting duties for a reasonable period of time not to exceed thirty (30) days, until the employee obtains his/her driver's license or state certification. Furthermore, should this occur the employee's pay should be reduced by ten (10) cents per hour during such time. The Fire Chief may perform an annual Bureau Motor of Vehicles (BMV) records check January of each year.

Commencing April 1, 1996 the Township shall pick up an additional three percent (3%) of the employee's contribution to their pension plan, using the Fringe Benefit Method.

Longevity

All full time employees of the Fire Department shall be granted Longevity pay under the provision of the following formula, and have the rate added to their hourly rate of pay.

Two dollars ($ 2.00) each month for completed year of service if the employee has more than six (6), but less than ten (10) years of service with the Champion Township Fire Department and...

Three dollars ($ 3.00) each month for completed year of service after ten (10) years, but less than twenty (20) years and...

Four dollars ($ 4.00) for each completed month if the employee has over twenty (20) years of service.

No Loss of Pay

The Township Board of Trustees agrees that there will be no loss of pay or hours, for all full time employees when that employee is enrolled in a State or County continuing education class; or an approved class as requested by the Department, if that employee is on-duty at the time of the class.

COPY

Pay Days

All full time employees shall be paid on a bi-weekly basis and shall be paid to each member on Friday, unless that day is a holiday, and then payment is to be made on the day proceeding the holiday. Pay will be distributed at the

Fire station on/before 11:00 am on Fridays. In the event of an emergency situation, the Township will contact the Union to advise them of the emergency for the purpose of reaching a solution.

## Article 24
## Drug and Alcohol Policy

To facilitate a drug and alcohol free workplace Board of Township Trustees and the Champion Career Fire Fighters local 2948 agree to implement the policy known as:

Champion Township Drug and Alcohol Use Policy and Procedure.

The parties agree that this policy shall remain in effect throughout the duration of this agreement.
Changes occurring through actions of law, or through State or Federal mandate will be incorporated without nullifying this agreement, or the effectiveness of this policy.
Any changes in this Drug and Alcohol Policy shall be given to the Union members within five (5) working days of the change. Changes that are not mandatory, but may be mutually beneficial to the Township and the Union will be negotiated and agreed on before they are implemented.

COPY

Article 25

Life of the Agreement

A.) This is a basic agreement between the parties and it is expected that it will be amended by mutual agreement from time to time without effect upon the life of the basic contract.

B.) All provisions of this agreement shall become effective as of June 3, 2011, except as otherwise provided for, and shall remain in effect until midnight, March 31, 2014.

| Champion Township Board of Trustees | I. A. F. F. local 2948 |
| --- | --- |
| On File. | |
| | |
| | |

COPY

Letter of Understanding

Whereas, the members of Local 2948 International Association of Firefighters and Champion Career Firefighters, AFL-CIO have been scheduled Two thousand nine hundred and twelve (2,912) hours per year for the past twenty five (25) years.

And,
Whereas, the Employer, The Board of Trustees of Champion Township, has no present plans or intention to change such scheduling during the life of a proposed three (3) year contract of even date, which will be effective *June 3,2011 to March 31, 2014.*

Now therefore,
The trustees intend that the present scheduling will remain at the Two thousand nine hundred and twelve (2,912) hour level during the life of said contract, but reserve the right to change said scheduling should there be a major revenue decline by the loss or major reevaluation of industrial facilities constituting twenty percent (20%) or more of the township valuation or loss of a fire levy. This intent to keep present scheduling is not to be construed as a guaranteed annual wage.

Champion Township Board of Trustees

On File

I. A. F. F. local 2948.

COPY

Memorandum of Understanding:

Champion Township Drug and Alcohol Use Policy and Procedure

Subject: Policy on Drug and Alcohol Use.

Policy: Drug use in the workplace is a danger to us all. It impairs the safety, health and welfare of all employees, promotes crime and lowers production and quality.

This policy applies to all full and part time hourly and salaried employees. In compliance with the Ohio Bureau of Workers" Compensation Drug Free Workplace Program (DFWP), the Champion Township's view on substance use is as follows:
The Champion Township (hereinafter referred to as the "Township") will not condone and will not tolerate any of the following workplace related behaviors by its employees:
a. The use of illegal drugs;
b. The use of alcohol;
c. The sale, purchase, manufacture, transfer, use of possession of any illicit drugs, or the prescription drugs obtained without a prescription; or
d. The employee's presence at work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance or safety may be affected.
The purpose of this policy is to promote safety. Any employee or applicant, whose position requires testing for specific drugs or alcohol, based on established thresholds, under any law, regulation, or policy; who violates this "Drug Free Workplace Policy" (hereinafter referred to as the "Policy") may be subject to discipline, up to and including termination of employment. The implementation of discipline or sanctions shall be the sole discretion of the Township in compliance with applicable policy or law.
The Township will appoint a Designated Employer Representative (DER) for the
"Drug Free Workplace Program." The DER may appoint a temporary DER to function in their absence. All communications regarding the program must be done through identified individual(s). Confidentiality will be maintained with no information being made available without a legitimate need to know.
Affected individuals (referred to as "employees" throughout this policy) include: all regular, full-time, part-time, or temporary employees; all officers and managers; all sub-contractors, while performing work for the Township, on or off Township premises; and individuals seeking employment where applicable.
An employee's violation of this Policy will not ordinarily be reported to any law enforcement agency with the exception that all reasonable and necessary measures will be taken to assure the safety and security of all employees and the Township. Law enforcement may be called only as required by a regulatory body or criminal statute, or in conjunction with a referral for criminal prosecution.
TESTING FREQUENCIES AND PATTERNS
General expectations of all drug and alcohol testing situations include: reporting at the designated testing location upon notification (within 2 hours if an off-site collection facility is used), providing the required specimen(s) within 2 hours, and full compliance with this policy and procedures utilized by an issue, the Township will provide or secure transportation to the testing location.
Refusal to comply with the testing requirement, failure to provide the required valid specimen(s), or adulteration or substitution of the specimen(s) will be considered a refusal to test and will be interpreted the same as a positive test. Any such refusal subjects the individual to the full range of discipline, up to and including termination of employment or cancellation of an offer of employment.
A. Post-Offer, Pre-Employment, or New Hire Drug Testing Effective immediately upon implementation of this Policy, all applicants are subject to Post-Offer, Pre-Employment, or New Hire Drug Testing, that is conducted by a Township approved official. The Township may require a result of this test prior to the employee performing any service for the Township, or will require the test prior to the end of the probationary period (not to exceed 90 days). The Township will decline to extend an offer of regular employment to any applicant with a verified positive test result to and illicit

Copy

drug, or any refusal to test, and this applicant may not reapply for employment with the Township for a period of six months.
The applicant will be given a copy of the Township's "Drug Free Workplace Policy" and the "Consent to Release Form." The interviewer will then give the applicant an opportunity to ask questions he/she may have concerning the Policy or the Consent, and obtain the applicant's signature on the "Consent and Release Form."

B. Reasonable Suspicion Testing
Reasonable suspicion testing will be performed when Township management and/ or supervision determine that an employee may be under the influence of an unacceptable substance (i.e., drugs and/or alcohol). This testing may be ordered at any time after this Policy has been in effect for thirty (30) days. The suspicions must be documented in writing within 24 hours of the event or prior to the release of the test findings, and will be provided to the Township's Medical Review Officer (MRO) for consideration when reviewing test results.
Reasonable suspicion testing may be based upon, among other things:
1. Observable phenomena, which may include but are not limited to: direct observation of drug or alcohol use or possession; the physical symptoms of being under the influence of drugs or alcohol; the odor of alcohol or prohibited substances.
2. An abnormal pattern of conduct or erratic behavior which may include deteriorating job performance, absenteeism, tardiness, recurrent accidents, repeated violations of established safety or work rules, etc., which are not attributable to other known factors:
3. Conviction or a plea (including no contest or nolo contredre) to a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, manufacture, use or trafficking. The employee is responsible for notification of the Township within five (5) working days of any drug-related conviction or plea.
4. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.
Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard. To prevent this, all supervisors will be trained in the recognition of drug and alcohol related signs and symptoms, and testing may only be requested by at least one trained supervisor with the concurrence of a second individual (preferably a second trained supervisor.)
All employees are responsible for obtaining and providing a release to the Township, prior to performing their regular job duties, if they are placed on any medication that may impair their normal functioning. The employee must ask the provider to clarify and provide documentation of any restrictions regarding their safety in performing their regular duties.
The first priority of the Township is to remove the employee suspected of abusing controlled substances of alcohol from the work environment. This shall be done to prevent the employee from causing harm to himself or herself, other individuals in the workplace, or anyone else.
A trained supervisor of the Township official shall instruct the employee under suspicion to accompany him/her to a private area that is removed from the individual employee's co-workers, and transportation required for testing will be the responsibility of the Township. If the employee is sent home, he/she must call someone for a ride or be driven home from Township property. If the employee attempts to drive themself home, the police will be informed for the employee's and others protection.

SUBJECT: Policy on Drug and Alcohol Use

The employee will remain on the clock for a reasonable cause test, if the test is negative. The employee will be paid at their regular hourly rate.
Compensation will follow the Union's Collective Bargaining Agreement. The employee will not be paid if the test is positive.

C. Post-Accident Testing
An accident, for the purpose of this policy, may include but is not limited to: an unplanned, unexpected, or unintended event that occurs during the employee's workday and in relation to the Township's business. In addition to personnel,

it may involve personal or business property/equipment or vehicles used in the performance of the employee's job. Effective thirty (30) days after implementation of this Policy, post-accident drug and alcohol testing is mandatory in all cases for all individuals who may have caused or contributed to an "on-the-job" accident which meets any of the following criteria:

1. A fatality results from the accident.
2. An employee is involved in an employment-related accident that causes bodily injury requiring off-site medical treatment of the employee or another person;
3. An employee is involved in an employment related accident that results in significant property damage, exceeding $ 250.00, or
4. An employee is involved in an employment related vehicular accident that results in damage that exceeds $ 1,000.00

Refusal to submit to a test does not impact the right of an employee to file a worker's compensation claim.
Specimen collection is to occur as soon as possible after a need has been determined, and any necessary medical attention has been rendered, in accordance with C-(1) through C-(4) above. Every reasonable effort shall be made to assure that the total elapse time before a drug specimen has been collected does not exceed thirty-two (32) hours. Alcohol testing will be performed within eight hours of the employment-related incident, or not performed, but documentation of the reason for non-testing is required.
Any employee involved in the employment related accident expressly grants unto the Township, its officers and management, the right to request that attending medical personnel or collection personnel obtain appropriate specimens (breath/blood and/or urine) for the purpose of conducting alcohol and/or drug testing. All employees expressly grant unto the Designated Employer representative, access to any and all medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include but not limited to a full medical report from the examining physician(s) or other health care providers.
The refusal of an employee to allow the collection of these specimens, any attempt to block the release of the results of any substance abuse tests, or failure to report a work-related accident, will be considered and managed the same as a refusal to test. Employees are specifically required to timely file a "First Report of Injury"(FROI) with the Township for any injury related to their employment in compliance with our on-the-job injury policy.

D. Follow-up Testing

Effective immediately upon implementation of this Policy, certain employees will be subject to follow-up testing prior to being permitted to return to work. Those employees who have previously tested positive for prohibited substances will be subject to no-notice follow-up testing at any time for a period not exceeding two (2) years from the date of the initial positive test. A minimum of four follow-up tests will be required within the first year following the negative return-to-duty test. A positive test on any of these follow-up tests may result in the employee being immediately terminated from the Township for cause.
Other employees that may be subject to this testing include those individuals who have self-reported a drug abuse problem, received substance abuse treatment and are released to return to work; and those who have been off work for a medical condition for more than thirty days. It may also be required for individuals who have been temporarily reassigned for safety reasons in order to return to their regular positions.
DRUG TESTED / CUT OFF LEVELS
The testing procedures will seek to identify the presence of the following controlled substances that may be present: (A negative screening test, EMIT or other form of immunoassay is considered a negative test)

COPY

Drug Class Screening Test Level Test Level Method Confirmation
Amphetamines: 1000 ng/mL 500 ng/mL GC/MS
Barbiturates: 300 ng/mL 300 ng/mL GC/MS
Benzodiazepines: 300 ng/mL 300 ng/mL GC/MS
Cocaine metabolites: 300 ng/mL 150 ng/mL GC/MS
Marijuana metabolites: 50 ng/mL 15 ng/mL GC/MS
Methadone: 300 ng/mL 300 ng/mL GC/MS

Opiates: 2000 ng/mL 2000 ng/mL GC/MS
Phencyclidine: 25 ng/mL 25 ng/mL GC/MS
Propoxyphene: 300 ng/mL 300 ng/mL GC/MS
These detection thresholds consistent with available technology have been Substance abuse and Mental Health Service Administration (SAMHSA) for each of the drug groups listed above. These detection thresholds will be used uniformly in the interpretation of all drugs screens/drug confirmations, whether for a post-offer, pre-employment or new-hire examinations; post-accident examination, reasonable suspicion examination; or follow-up examination. Only Department of Health and Human Services, DHHS/SAMHSA, certified laboratories will be utilized for drug confirmations.
Alcohol testing will be conducted by the contractor utilizing certified equipment and/or testing methods and personnel. Alcohol concentrations exceeding 0.02 gm% on the screening test will require a breath alcohol confirmation test. A breath alcohol confirmation result equal to, or greater than 0.04 gm/ 210 liters of breath will be considered a verified positive result. In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than 0.04 gm% shall be considered to be a verified positive result.
The Township will negotiate with the Union on any changes to the established drug and alcohol Policy's Levels, or additions and deletions of substances, and will negotiate in accordance to the current contract. These changes may be made if, in the Township's discretion they become warranted by the changing nature of abused substances; or if mandated by changes in the existing Federal, State, or local regulations or legislation.

An Individual who test positive for drugs:

- Must be evaluated by a substance abuse professional.
- Must comply with all treatment recommendations.
- Must undergo a "return to duty drug test" resulting in a negative test result prior to returning to the job.
- Must be randomly tested as determined by the treatment facility with no less than four (4) random tests the first year.

An Individual who tests positive for alcohol:

Test results for alcohol 0.02 BAL or greater, but less than 0.04 BAL, the employee shall not be permitted to work until the employee's next scheduled duty period, but not less than 24 hours following the test.
Test results for alcohol 0.04 BAL or above:

- Must be evaluated by a substance abuse professional.
- Must comply with all treatment recommendations.
- Must undergo a "return to duty" alcohol test resulting in a test level of less than 0.02.
- Must be randomly tested as determined by the treatment facility with no less than four (4) random tests the first year.

Note:
Employee using prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. The employee must have a "Fitness for Duty Slip" from their doctor showing that they are capable of performing their assigned tasks. For the safety of all employees, the Township will consult with you and your physician to determine if a reassignment of duties is necessary. The Township will attempt to accommodate your needs by making an appropriate reassignment. However, if a reassignment is not possible, you will be placed on a temporary medical leave until released as fit for duty by the prescribing physician. The Township will not condone the inappropriate and/or misuse of legal prescriptions or over the counter drugs.

Copy

THE COLLECTION PROCEDURE

The drug and alcohol testing for the Township shall be done only by trained collection personnel who meet quality assurance and chain-of custody standards for urine collection procedures, alcohol testing and strict confidentiality requirements.
Any individual subject to testing under this Policy shall be permitted to provide urine specimens in private, but subject to controls designed to minimize any invalidity in the testing process such as alterations or substitutions of the specimen provided. In the event that the collector feels the collection process has been compromised, a witness void will be conducted utilizing a same gender witness. Alcohol testing will likewise be done in individual tested at a time.

Employee's Rights Related to an Initial Positive Test Results:

In the event that an employee tests positive for any drugs or alcohol as prohibited in this Policy, the employee will be given an opportunity to explain the findings to the Medical Review Officer (MRO) prior to the issuance of a positive test result to the DER.

Accordingly, upon receipt of a confirmed positive finding, the MRO shall contact, or attempt to contact, the employee by telephone or in person. If contact is made by the MRO, the MRO shall inform the employee of the positive findings and give the employee an opportunity to rebut or explain the findings.

The MRO can request information on recent medical history and on medication taken within the last thirty (30) days by the employee. In the event that the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.) A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO within five (5) days of having been instructed to do so, the MRO will issue a positive report to the Township. Since no contact with employee was possible, no medical explanation can be provided, and the employee shall forgo the right to offer a defense to the positive test finding. A medical disqualification shall result, subject to retest provisions set forth in the MRO"s report.

Split Specimen:

An employee wishing to request a retest must do so within 3 days of learning that the first test was positive. Employees will be required to pay for the cost of the retest before the specimen is shipped to a different DHHS-Certified Laboratory than the one that analyzed the first specimen. Our Medical Review Officer determines to which Lab the split specimen will be sent. If the result comes back negative, we will reimburse the employee for the cost of the test the employee paid prior to the test. The same paperwork and procedure protections used for the first test will be utilized for the split specimen. The Laboratory that collects the initial screen is responsible to split the specimen.

Report of Results:
All test results will be reported to the MRO prior to the results being issued to the DER. The MRO will relieve from the DHHS-testing laboratory a detailed report of the findings of the specimen. Each drug tested for, and alcohol will be listed along with the result of testing. The DER will relieve a summary report, and this report will indicate that the employee "passed" or "failed" the drug/alcohol test.
All of the above procedures are intended to be consistent with the most current guidelines for the Medical Review Officer (MRO) that are published by the Federal Department of Health and Human Services.

COPY

Confidentiality:
All parties to this Policy and program have only the interests of the employee in mind and therefore encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance program in dealing with this illness. An employee assistance program will provide guidance and direction for you during your recovery

period. If you volunteer for help, the Township will make every reasonable effort to return you to work upon recovery. The Township will also take action to assure that your illness is handled in a confidential manner.
All actions taken under this Policy and program will be confidential and disclose only to those with a "need to know." The program will be in compliance with all federal, state and local laws, or regulations.
An employee's violation under the DFWP Policy shall not be reported to law enforcement officials unless required by a regulatory body or criminal law provisions. Law enforcement authorities may be contacted and requested to come onto the Township's premises, when appropriate, in conjunction with a referral for criminal prosecution. When a test is required, the specimen will be identified by a code number, not by name to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such. The handling and transportation of each specimen will be properly documented through strict chain of custody procedures.
The Township will bear the cost of all testing procedures with the exception of a retest. An employee that tests positive for any drug as prohibited herein, has the right to have a retest done on the original split specimen. This retest may be authorized by the MRO only with the employee's written request received within three days of their notification of a positive result. The employee is responsible for the prepaid expense at the provider's current rate, and the test must be performed by a DHHS certified laboratory. Retesting will not delay the report of the positive result to the DER and the result of the retest will also be released to the DER.
To protect the confidentiality of the employee, all records of drug and alcohol testing will be stored separate and apart from the employee's general personnel documents. Access to these records shall be limited to the Chief, the DER and the Employee. The information contained in these files shall be utilized only to properly administer this Policy and to provide to auditing or certifying agencies for review as may be required. These designated Township officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to said records may be a terminable offense. Any employee tested under this Policy will receive a copy of their test results.
Discipline:

A. Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, employment by the Township will be terminated.
B. No employee shall refuse to submit to a per-employment, post-accident, reasonable suspicion, and/or random or follow-up test. Refusal will result in termination.
C. If the employee fails to comply with or complete the requirements of the rehabilitation program, or fails any post-rehabilitation or subsequent drug or alcohol test, the employee will be terminated.
D. Any employee attempting to manipulate the drug/alcohol testing process, such as trying to adulterate, modify or substitute a specimen will be discharged. The use of masking agents is prohibited and will result in termination.
E. Any employee convicted of violating a criminal drug statute must inform his/her supervisor of such conviction (including pleas of guilty and nolo- contender) within five (5) days of the conviction occurring. Failure to inform the Township subjects the employee to disciplinary action, up to and including termination for the first offense.
F. An individual that tests for alcohol between the 0.02 and < 0.04% Level will:

- First Offense - Will be off for 24 hours.
- Second Offense - Will be suspended without pay for 3 days.
- Third Offense - Will be terminated.

G. Failure to report use of a prescribed mood altering medication that impairs the safety of an individual and co-workers will be terminated.

COPY

REHABILITATION
The Township will grant a one (1) time only unpaid leave of absence. Or an employee will be allowed to use their Accrued Sick Leave and/or Vacation, as may be needed, so that an employee can participate in a medically recognized rehabilitation program. Until such time as the Township is able to provide an

Employee Assistance Program (EAP) we will assist the employee in obtaining information concerning providers of assistance services and will update this information as changes occur. The Township will assist the employee in determining the coverage provided for these services by their insurance, as applicable. In those cases where an employee successfully completes a mandated rehabilitation program, the Township shall retain the right to perform no-notice follow-up drug or alcohol testing as recommended by the treating substance abuse professional and as agreed to in the employee's return-to-work agreement. Any refusal by the employee to undergo required follow-up drug or alcohol testing will result in their immediate termination for cause.

TERMINATION NOTICES

Generally, any release of information related to drug and alcohol testing and the results of that testing require the informed consent of the individual. In those cases where drug and alcohol testing results in the termination of an employee, all termination notices will list "misconduct" as the reason for termination. Termination shall be deemed "for cause", and may limit the individuals rights to unemployment or worker's compensation eligibility. However; suspensions, leaves of absence, or termination based on violations of this Policy may require that this information be presented as evidence for the Township in actions related to benefits payments without being considered a violation of confidentiality.

EDUCATION

The Township recognizes the pervasive nature of substance abuse in today's society and desires to provide its employees with information pertaining to this problem. As such, all employees will be required to participate in Township sponsored education programs. These programs will be provided for all employees and attendance shall be mandatory. All training will be conducted by appropriately credentialed educators who will cover program, Policy and practice considerations of Bureau of Worker's Compensation drug testing. In addition, as they become available, the Township will provide educational materials to its employees.

All employees will take part in the two (2) hour initial training, prior to program implementation or within four weeks of hire on the Policy, the disease model for alcohol and drugs, signs and symptoms of substance use/abuse, and the effects of commonly used drugs in the workplace. Additionally, all employees require two-hour annual refresher training.

All supervisors will receive an additional four hours of informational, problem recognition, Policy administration and skill building training, and will be included in the two-hour employee training. New supervisors will receive at least two (2) hours of initial training.

COPY

Article 25
Life of the Agreement

A.) This is a basic agreement between the parties and it is expected that it will be amended by mutual agreement from time to time without effect upon the life of the basic contract.

B.) All provisions of this agreement shall become effective as of June 3, 2011, except as otherwise provided for, and shall remain in effect until midnight, March 31, 2014.

Champion Township Board of Trustees

I. A. F. F. local 2948

COPY

Letter of Understanding

Whereas, the members of Local 2948 International Association of Firefighters and Champion Career Firefighters, AFL-CIO have been scheduled Two thousand nine hundred and twelve (2,912) hours per year for the past twenty five (25) years.

And,
Whereas, the Employer, The Board of Trustees of Champion Township, has no present plans or intention to change such scheduling during the life of a proposed three (3) year contract of even date, which will be effective *June 3,2011 to March 31, 2014.*

Now therefore,
The trustees intend that the present scheduling will remain at the Two thousand nine hundred and twelve (2,912) hour level during the life of said contract, but reserve the right to change said scheduling should there be a major revenue decline by the loss or major reevaluation of industrial facilities constituting twenty percent (20%) or more of the township valuation or loss of a fire levy. This intent to keep present scheduling is not to be construed as a guaranteed annual wage.

Champion Township Board of Trustees

I. A. F. F. local 2948.

COPY