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AGREEMENT

Between

HAMILTON TOWNSHIP, OHIO

And

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL 4055

11-MED-03-0256

EFFECTIVE
JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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This agreement is made by and between Hamilton Township (hereafter referred to as the "Township") and Hamilton Township Career Firefighters IAFF 4055 (Hereafter referred to as the "Association").

It is the intent and purpose of this Agreement to set forth the entire Agreement between the parties and to provide a procedure for the prompt disposition of grievance so that there shall be no interruption or impeding of the work.

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

ARTICLE 1. RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive representative and collective bargaining agent for all career firefighter employees with the exception of the Fire Chief, EMS Chief, Deputy Chief, or any assistant chief as certified in SERB Case No. 04-MED-03-0285. The Township recognizes the right of the employees covered by the Agreement to elect representatives to represent the bargaining unit for the Association.

ARTICLE 2. ASSOCIATION DUES AND FARE SHARE

Section 1. Association Dues.

Upon written authorization of the employee, the Township agrees to deduct each pay period, from the wages of each employee, a specific amount for membership dues, initiation fees, and assessments. This shall be in effect until the employee revokes the authorization by written notice to the Clerk or until the employee's employment by the Township is terminated. Any money so deducted shall be remitted monthly to the Association with a listing of the employees for whom deductions were made and the amount remitted for each such employee. If an employee does not have a check coming for him or the amount of the check is insufficient to satisfy the assignment, no collection shall be made from the employee for that period.

Section 2. Indemnification.

The Association hereby indemnifies and holds the Township and/or Clerk of the Township harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of deductions and subsequent payment pursuant thereto and from any and all costs and expenses arising out of such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgements and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

Section 3. Payment

The payments required by this section and shall remit the same to the union within five (5) working days after the posting of the payroll.

ARTICLE 3. NON-DISCRIMINATION

The Township will not discriminate against any member of the bargaining unit on the basis of race, color, creed, national origin, age, sex, or any other legally protected status.

There shall be no discrimination, interference, restraint, coercion, or reprisals against any employee because of the Association membership or non-membership or participation or non-participation in any lawful activity on behalf of the Association.

ARTICLE 4. PERSONNEL FILES

Section 1

Each employee may request to inspect his/her official personnel file maintained by the employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the employer or designee. Employee shall be entitled to have a representative of his /her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the IAFF may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of the inspection or with written authorization of the employee.

Section 2.

If an unfavorable statement or notation is in the official personnel file the employee shall be given the right to place a statement of rebuttal or explanation in the file for a period limited to thirty days after such review of statement.

Section 3.

Records of prior violations, which resulted in disciplinary counseling(s) or a suspension of less than five (5) days which remain in a employee's file for more than two (2) years, shall not be considered in establishing a pattern of misconduct, and shall not be considered in assessing a penalty for a current offense.

Section 4.

To the extent permitted by law, the employer shall not disclose any information contained within the personnel files.

1. If the employer receives a public records request for inspection of any information about an employee covered by this agreement contained within the files kept by the employer the employer shall attempt to obtain the identity of the person making the request.
2. No information may be released until the employer has provided the employee with a summary of the information about the employee that will be released and to whom it will be released. If the employee in question is satisfied the information being released does not place the employee or their family at risk of irreparable harm and the information being released is in compliance with the current case law, the employee will agree with its immediate release. Should the employee feel the information being released places the employee or their family at risk of irreparable harm or does not comply with current case law, the following steps will apply:
 - i. The employee will have five (5) days after being notified in (2.) above to file an objection to the release of information and/or to request an opportunity to be heard regarding such release.
 - ii. If the employee requests a hearing on the release of his/her information, the employer shall hold such hearing within a reasonable amount of time, and shall allow the employee the opportunity to be heard
 - iii. If, after the hearing, the employer determines that disclosure of the requested information would not threaten the employee and/or the employee's families' personal security, or said information is not otherwise protected from disclosure, the employer will release the information requested.

ARTICLE 5. MANAGERMENTS RIGHTS

Section 1.

The Association recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the state of Ohio and the United States and the lawful Resolutions of Hamilton Township. Further, all rights which ordinarily vest in and exercised by employees except as specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing according to 4117 of the Ohio Revised Code:

Section 2.

The parties further agree that the management rights as set forth in Section 4117.08 of The Ohio Revised Code are incorporated by reference and that the recitation of the above Management rights herein do not make them subject to bargaining in the future. Nothing in this Article shall abrogate rights otherwise obtained through negotiations as expressly set forth in this Agreement.

ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 – Definition of Grievance.

A grievance is a difference or dispute between the parties of an employee concerning the application, meaning or interpretation of the express terms of this Agreement, unless otherwise specifically excluded.

Section 2 – Applicability.

- A. A grievance may be brought by the Association on behalf of any member or on its own where a group of bargaining unit members is affected. The grievance shall be dated and signed by the employee or, where a group of employees are involved, by an Association Representative. The grievance shall set forth the facts that are the basis for the grievance, the article(s) of the Agreement allegedly violated, and the remedy sought. If not in the contract then it becomes a letter of complaint.
- B. A grievance may be brought by the Township. The grievance shall be dated and signed by a representative of the Township. It shall set forth the facts that are the basis for the grievance, the Article of the Agreement allegedly violated, and the remedy sought. A Township-generated grievance shall be delivered to an officer or a representative of the Hamilton Township Firefighters Association within ten (10) business days of the date on which the grievance arose or on which the Township became aware of the grievance. The Township and Association shall meet as soon as possible and attempt to resolve the grievance. If the grievance cannot be resolved, the Township may process the grievance directly to the Arbitration procedure (Step 5) set forth in this Article.
- C. This procedure constitutes the sole recourse by an employee with respect to disciplinary action taken by the Township, including removals. Accordingly, this procedure constitutes a procedure for removal "As otherwise provided for" within the meaning of Ohio Revised Code Chapters 505 and 733.
- D. All critical disciplinary action, as previously defined, shall be subject to this Grievance/Arbitration Procedure, except verbal counseling and verbal reprimands. Disciplinary discharges and layoffs shall be processed directly to steps 4 and 5 of this Procedure.

Section 3 – Employee Rights. In all grievance proceedings, the employee has the right to represent himself or to be represent by an Association representative or Association legal counsel at no expense to the township.

Section 4 – Definition of a Business Day. A "business day" shall be defined as Monday through Friday, excluding holidays, or any day that the Township Administration Building is closed for normal business.

Section 5 – Timeliness. If any Employee, the Association, or the Township does not comply with the time limits set forth herein for filing or processing of a grievance, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration by the Grievant, or made the basis for any action under this Agreement or otherwise. If the Assistant Chief, Fire Chief, EMS Chief, Human Resources Officer, or Board of Trustees do not answer a grievance within the time limits set forth herein, the grievance will be considered as denied and processed to the next step in this Procedure. The parties may extend any of the time limits set forth in this procedure by mutual written agreement.

Section 6 – Grievance Steps. The following steps shall be followed with regard to all grievances unless otherwise specifically provided for in this Article.

Step 1. The aggrieved employee or his representative shall orally present a written grievance to the Fire Chief and Human Resources Officer within five (5) business days of the date on which the grievance was submitted, and present same to the aggrieved employee or his representative.

Step 2. If the grievance is not resolved to the satisfaction of the Association in Step 1, the Association within five (5) business days from the receipt of the written response of the Human Resources Officer, may appeal the grievance to the Fire Chief and Board of Trustees, (or Directly to the Board of Trustees if Step 1 is with the Chief). The Chief (Director, Human Resources) if Step 1 is with the Chief) shall, within five (5) business days from the receipt of the grievance, call a meeting to include the Supervisor and the Human Resources Officer, the aggrieved party and, if requested, his Association representative or Association legal counsel. The Chief (or Director, Human Resources if Step 1 is with the Chief) shall then render a written decision within ten (10) business days from the completion of the hearing.

Step 3. If the grievance is not resolved to the satisfaction of the Association in Step 2, the Association within five (5) business days from the receipt of the response to the grievance may appeal this decision by filing written notice with the Director, Human Resources requesting a meeting. The Director, Human Resources may conduct a hearing. A written decision will be issued within ten (10) business days of the date of the written notice requesting a meeting.

Step 4. If the grievance is not resolved to the satisfaction of the Association in Step 3, the Association within five (5) business days from the receipt of the response to the grievance may appeal the grievance to the Township Board of Trustees for determination. Upon notification by the Association, the Township Clerk shall submit to the Board of Trustees at a regular scheduled meeting copies of all written material filed with the Clerk. The Board of Trustees, in executive session, shall hear and consider the grievance within thirty (30) business days after receiving the written material. A written decision will be issued within ten (10) business days after the grievance is heard.

Step 5. If a grievance is not resolved to the satisfaction of the Association in Step 4, it may be submitted to arbitration upon written request of the Hamilton Township Firefighters Association. The Association shall notify the Township of its intent to seek arbitration within five (5) business

days of its receipt of Step 4 answer. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party who requested the arbitrator. Any grievance not submitted within the five (5) business day period described above shall be deemed settled on the basis of the last answer by the Township or its representative(s).

A. The arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are residents from FMCS Area #16 (Southwest Ohio). The parties shall alternately strike the name of the arbitrators until only one name remains. Either party may once reject the list prior to said striking and request from FMCS another list of nine (9) until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

B. If either party challenges the arbitrability of a grievance it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first and only question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines by written opinion the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator in subsequent hearings.

C. The arbitrator shall limit his decisions to the interpretation, application, or enforcement of specific articles of the Agreement. In no way may the arbitrator add to, subtract from, alter, change, modify, or amend this Agreement, or substitute his judgment for that of The Township Trustees.

D. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) calendar days of the conclusion of testimony and arguments and submission of final briefs. The fees and costs for the services of the arbitrator, the cost of obtaining additional evidence at the direction of the arbitrator, the fee of the arbitrator and the cost of the hearing room, if any, shall be split equally by parties.

E. The fees and costs, if any, of witnesses shall be borne by party calling them. The fees of the court reporter shall be paid by the party calling them or if both parties request reporter the cost is split equal.

ARTICLE 7. UNION RIGHTS

Section 1. A bulletin board will be made available by the Local in each fire station for the posting of Union notices. Notices posted on such bulletin boards shall be confined to notices of union meetings, notices of Union elections and the results of such elections, notices of Union recreational and social affairs, and notices of bona fide Union activity (e.g., cooperatives, credit union, workers' compensation information, etc.) or any other information approved by the Township prior to posting. Except as expressly provided above, there shall be no distribution or posting by the Union or employee of any kind of printed or written material on Township property or during the work time of an employee. Subject to the foregoing, the Township may make available to the Union an electronic bulletin board.

Union-related materials in the form of standard decals used for vehicles, s, may be posted on apparatus, decals shall be limited to one (1) per vehicle or area of posting, and shall be placed in an area designated or approved by the Fire Chief. Vehicle decals shall not exceed 4" x 4" in size. Decals shall be maintained to have a good appearance, and shall be replaced at the cost of the Union or employee. The Township shall incur no costs regarding the initial posting, or replacement of said decals.

Section 2. The Union may request use of Township property to hold meetings. Request must be written and submitted to Township Administration Office.

Section 3. The Township will provide space in one fire station for a lockable filing cabinet that will be provided by the Union.

Section 4. If on-duty, union-time will be documented and deducted from total hours in pay period.

ARTICLE 8. COMPLIANCE WITH THE LAW

It is understood that the Township is subject to certain state and federal employment laws, including the Americans with Disabilities Act and the Family and Medical Leave Act, and the Township may implement and enforce policies and procedures and otherwise take action to comply with all applicable laws.

ARTICLE 9. PROBATIONARY EMPLOYEES AND PROMOTIONS

Section 1 – New Employee. New Full-time employees (New hires not currently employed by the Hamilton Township Fire Rescue) shall be on probation for the first twelve (12) months of active continuous employment. During that period, the Trustee Board may discharge without cause, and the said discharge is not subject to the grievance or arbitration procedure or any other review. The Fire Chief may request to the Trustee Board to extend the probationary period for three (3) months should he decide that additional time is necessary to adequately train the employee.

Employees hired from within the current Hamilton Township Fire Rescue part-time to full-time position shall be on probation for six (6) months of active continuous full-time employment. During that period, the Trustee Board may discharge without cause, and the said discharge is not subject to the grievance or arbitration procedure or any other review. The Fire Chief may request the Trustee Board to extend the probationary period for up to an additional six (6) months should he decide that additional time is necessary to adequately train the employee.

Section 2 – Promoted Employees. A newly promoted Employee shall be on probation for the first six (6) months of active continuous employment in the new position. During that time, the Fire Chief may demote the employee or the employee may choose to demote themselves to their previous position. The demotion is not subject to the grievance or arbitration procedure or any other review. The Fire Chief has the authority to extend the probationary period for a promoted in one (1) month increments, not to exceed three (3) month, if additional time is necessary to sufficiently evaluate and/or to adequately train the employee in the position promoted.

Section 3 Promotion to Captain

- A. Whenever a vacancy occurs in the position of Fire Captain in the fire department, and no eligibility list for such position exists, the Township shall within ninety (90) days conduct an assessment center procedure which shall be open to all full-time employees that have at least five (5) years of service with the Township (at any level) and any part-time Lieutenant with at least five (5) years of service with the fire department officer staff. After such assessment center procedure is completed, and eligibility list shall be established.
- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in Section 9.3 subsection A. hereof to make an assessment center for the position of Fire Captain competitive (the number of openings plus one (1), then the position shall be opened for application to all fire department personnel with at least five (5) years of service with the Township at the time of appointment. After the previous procedures have been exhausted and still no applicant is eligible the position will be opened to the remaining employees and/or general public.
- C. Upon request from the Board of Trustees, any person completing the assessment procedures and on the eligibility list may be selected to fill the open position(s) regardless of scores or rankings.

Section 4 Promotion to Lieutenant

- A. Whenever a vacancy occurs in the position of Fire Lieutenant in the fire department, and no eligibility list for such position exists, the Township shall within ninety (90) days conduct an assessment center procedure which shall be open to all full-time Firefighter / Paramedics with at least three (3) years with the Township (at any level). After such assessment center procedure has been completed, an eligibility list shall be established.
- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in Section 9.4 subsection A. to make an assessment center procedure for the position of Fire Lieutenant competitive (the number of openings plus one), the position may be opened to all fire department employees and/or the general public.
- C. Upon request from the Board of Trustees, any person completing the assessment and placed on the eligibility list may be selected to fill the position(s) regardless of scores or rankings.

ARTICLE 10. SENIORITY

Section 1. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a full-time Employee in the service of the Hamilton Township Fire Department. Where wages, benefits, or other terms and conditions of employment set forth in this Agreement are based on length of service, length of service shall be determined by seniority date of the Employee as defined herein.

Section 2. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day of work as a full-time Employee in the service of the Hamilton Township Fire Department. If two Employees have the same seniority date, then alphabetical order of the last name shall govern.

ARTICLE 11. LAYOFF AND RECALL

Department-wide seniority shall govern in all cases of layoff and recall. Thus, the Employee last-hired shall be the first employee laid off, provided senior Employees are qualified to perform the work. Employees shall be recalled in the reverse order to that in which they were laid off before new Employees are hired, provided they are qualified to do the work. When the Township reduces the work force in the Fire Department, all affected Employees shall have the right to bump to other positions, provided they have the seniority and are qualified to perform the work. All part-time employees with the fire and ems division shall be laid off prior to full-time Employees within same division being laid off.

ARTICLE 12. DISCIPLINE

Section 1 – Disciplinary Procedure. In the exercise of its rights, the Township agrees that no Employee will be disciplined without just cause. It is intended that an Employee remain on the job until a management review meeting is held promptly with the Human Resource Officer/ Fire or EMS Chief to review the circumstances of the case, unless it is determined that such retention on the job could be detrimental to the Township or others. During the disciplinary process, any Employee desiring Union representation shall be entitled to such upon request. At the management review meeting the Employee shall be advised of the charges against him and be given an opportunity to present information on his behalf. Thereafter, the Employee will be advised of the disciplinary action, if any, taken.

Section 2 – Types of Disciplinary Action. Disciplinary action for any member of the Fire/EMS Division shall normally consist of one or more of the following and will become part of the employee's personnel record:

- A. Verbal reprimand (with written documentation);
- B. Formal written reprimand which becomes part of the employee's personnel record;
- C. Probationary period set by appointed authority, not to exceed 60 days;
- D. Suspension from duty for a period of not more than thirty days without pay;
- E. Reduction in rank; if applicable
- F. Dismissal.

Section 3 – Authority to Discipline. The Chief Officers shall be primarily responsible for the discipline of employees within the Fire Division. Any documentation must be forwarded to Human Resources within 5 working days of incident.

Captains shall have the authority to issue informal and written reprimands or may recommend to the Fire Chief that more severe disciplinary action be taken.

The Fire Chief shall have the authority to issue informal and written reprimands. Before issuing suspension, the Fire Chief shall confer with the Township Trustees or their appointed authority. The Fire Chief may also recommend to the Trustees that more severe disciplinary action be taken in situations wherein he feels that such disciplinary action is warranted.

The Township Trustees, the appointed authority, shall have the authority to issue suspensions in excess of thirty calendar days, to reduce employees in rank and salary, and to remove employees from the fire division. They shall also have the authority to take such other disciplinary action as they may deem appropriate.

The Chief Officers will confer with the Human Resource Officer before taking disciplinary action against an employee; and, in any case, any disciplinary action taken by the Chief or Captains shall be promptly reported to the Township Trustees.

Section 4 – Authority to Discipline. Nothing in this Article shall preclude an employee from being immediately relieved of his/her duties, pending investigation, if, in the judgement of the Fire Chief, officer, or Township Trustees, such action is necessary.

Section 5 – Disciplinary Records. It is understood that prior disciplinary action taken against an Employee will not be considered by the Township provided that the disciplinary action occurred two (2) years or more prior to the date of the event under review, unless defined as a critical violation.

ARTICLE 13. HOURS OF WORK

Section 1. Nothing herein shall be construed as a guarantee of hours of work per day or per week or for any other period of time, nor shall it operate as a restriction on the Township's right to require overtime.

Section 2. Subject to the foregoing, the Township currently adheres to the following schedule:

- A. Forty (40) hour employees covered under this agreement shall typically work a five (5) day per week, eight (8) hour per day schedule. The standard work week for the employee will be forty (40) hours. In the event a variance to this work schedule is needed, a mutual agreement with the bargaining unit member and Chief Officers shall be established and placed in writing for the designated length of applicable 'tour of duty' changes. The employee's standard number of hours worked annually will be two thousand eighty (2,080).

- B. Forty-eight (48) hour employee covered under this agreement shall consist of a forty-eight (48) hour average work week within a twenty-one (21) day working period. The tour of duty shall begin at 0700 hours and continue through to 0700 the following day, followed by forty-eight (48) hours off duty. An entitlement of one (1) hourly reduction-day known as a "Kelly Day" shall be given every three (3) weeks. A Kelly Day shall be one twenty-four (24) hour shift that falls on the same day of the week each twenty-one day cycle. The Kelly Day is one (1) tour of duty scheduled as off time without pay. The employees' standard number of hours worked annually will be two thousand four hundred and ninety-six (2,496). If an employee works any part of his /her Kelly Day they shall be subject to overtime as outlined in the Overtime article.

- C. Forty-eight (48) hour employee(s) covered under this agreement assigned to work a designated, non-rotation, Kelly Day exempt, forty-eight (48) hour average work week within a twenty-one (21) day working period, shall begin the tour of duty at 0700 hours and continue through 0700 the following day. The employees' standard number hours worked annually will be two thousand four hundred and ninety-six (2,496). This assigned non-rotating duty shift(s) is designated to cover rotating unit day personnel on a Kelly day cycle. Assignment of the average work week shifts will remain consistent for each calendar week.

ARTICLE 14. WAGES AND OTHER COMPENSATION

Appendix A

As of January 1, 2012

Captain

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$42,630	\$46,974	\$47,853	\$48,749	\$49,663	\$50,596

Lieutenant

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$40,600	\$44,354	\$45,211	\$46,084	\$46,975	\$47,886

FF/Paramedic

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$38,570	\$40,931	\$41,749	\$42,584	\$43,436	\$44,305

As of January 1, 2013

Captain

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$43,483	\$47,913	\$48,810	\$49,724	\$50,656	\$51,608

Lieutenant

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$41,412	\$45,241	\$46,115	\$47,006	\$47,915	\$48,844

FF/Paramedic

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$39,341	\$41,750	\$42,584	\$43,436	\$44,305	\$45,191

As of January 1, 2014

Captain

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$44,570	\$49,111	\$50,030	\$50,967	\$51,923	\$52,898

Lieutenant

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$42,447	\$46,372	\$47,268	\$48,181	\$49,112	\$50,065

FF/Paramedic

Start	Year1	Year 2	Year 3	Year 4	Year 5
\$40,325	\$42,793	\$43,649	\$44,522	\$45,412	\$46,321

Section 1. Wage Agreement

Wages increases under this agreement shall be effective on the first day of January. Wages shall follow for the term of the contract.

Bargaining unit members shall receive a 1.5% base wage increase for the 2012 calendar year, 2% base wage increase for the 2013 calendar year, and a 2.5% base wage increase for the 2014 calendar year.

Section 2 – Station Supervisor In the event that the fire chief appoints a non-rank employee to serve as a single station supervisor, an additional fifty-cents (\$.50) an hour shall be added to the employee's base rate of pay for the duration of the appointment.

In the absence of both a captain and lieutenant the fire chief shall appoint one (1) non-rank full-time employee covered by this agreement to provide supervision necessary to oversee the operation of the fire district [includes all Hamilton Township Fire Stations]. An additional one-dollar (\$1.00) per hour shall be added to the employee's base rate of pay for the duration of the appointment. Appointments to the position of station supervisor shall be at the discretion of the fire chief and shall include his verification on the employee's time sheet.

Section 3 – Call-in Pay. (Staff meeting, all calls, investigation)

Any bargaining unit member called into work outside of his/ her regularly schedule shift shall be paid the greater of the actual time worked or a minimum of three (3) hours at the applicable rate of pay. For 48 hour employees, hours actually worked must exceed 106 hours in a bi-weekly pay cycle. For 40 hour employees, hours actually worked must exceed 80 hours in a bi-weekly pay cycle. In the event of an emergency, notwithstanding the terms of this agreement, the fire chief or designee may assign a member to temporarily meet the emergency requirement regardless of the overtime distribution.

Section 4 – Court Time.

Time off with pay shall be granted to Employees who are required to attend any court of record as a witness for the Township in a civil or criminal matter. The Employee must sign over to the Township all witness fees received for witness service.

Section 5 – Trading of Tours.

Trading of tours shall be governed by departmental policy, as established by the Fire Chief and the President of the Local.

Section 6 – Overtime.

As long as the overtime provision of the Fair Labor Standards Act (FLSA), as amended, are applicable to local government fire employees the Township shall pay overtime in accordance with existing rules and regulation established there under.

All employees covered by this agreement shall be paid at the rate of one and one half (1 ½) that of their regular rate of pay for all hours actually worked beyond the applicable overtime threshold. For 48 hour employees, hours actually worked must exceed 106 hours in a bi-weekly pay cycle. For forty (40) hour employees, hours actually worked must exceed 80 hours in a bi-weekly pay cycle.

Section 7 –Paramedic Incentive.

An employee who obtains paramedic certification during the life of this contract will be entitled to a \$1500.00 a year bonus upon receiving paramedic certification. They must maintain this certification.

ARTICLE 15. HOLIDAYS

Section 1. The following holidays shall be observed during the term of this Agreement.

New Year's Day	Veterans Day
Martin Luther King Day	Columbus Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday, this applies to the forty Hour (40) employees only.

For Employees schedules to work on the holiday shall be paid overtime at one and one-half time (1 ½) their regular rate of pay or a total of 2 ½ times the hourly salary for the hours worked. Holiday pay shall be paid for the normal shift hours of that day (7:00AM-7:00AM).

Section 2.

Holiday pay shall be paid within the pay period holiday falls with no pyramiding of overtime calculations. To receive holiday pay, the Employee must have been employed by the Township on the holiday. An employee on layoff or leave of absence on a particular holiday is not eligible for holiday pay on that holiday.

ARTICLE 16. VACATIONS

Section 1. Each Employee who has completed his probationary period shall receive paid vacation benefits based upon years of continuous employment with the Township as of the seniority date of Employee in each calendar year in accordance with the following.

Employee on a 24/48-Hour Schedule

After one (1) years of service	48 hours
After two (2) years of service	96 hours
After eight (8) years of service	144 hours
After fifteen (15) years of service	192 hours
After twenty (20) years of service	240 hours

Employee on a 40-Hour Schedule

After one (1) years of service	40 hours
After two (2) years of service	80hours
After eight (8) years of service	120 hours
After fifteen (15) years of service	160 hours
After twenty (20) years of service	200 hours

Section 2. A vacation request must be submitted one (1) month in advance to the Fire Chief or his designee to receive consideration. The fire Chief shall have the final decision as to the scheduling of vacations. The Fire/EMS Chief may determine that certain periods of the year are not available for vacation based upon the manpower needs of the department. The Fire/EMS Chief shall have the right to limit the number of Employees in each position who may be on vacation at any one time. No vacation shall occur nor be permitted without the approval of the township in advance of the start of such vacation.

Section 3. An employee may carry over maximum of one (1) week of vacation time beyond January 1st of any year. Vacation leaves of two (2) weeks shall be paid at straight time in the last pay period of the year.

ARTICLE 17. SICK LEAVE

Section 1 – Accrual.

- A. Sick leave for employees shall accrue at the rate of 3 minutes every hour worked including over time. This equals approximately four (4) hours per pay period for eighty (80) hours employees, and four and eight-tenth (4.8) hours per pay period for ninety six hour (96) employees.
- B. A fulltime employee of the fire department who suffers an injury or illness not covered by leave, and has insufficient sick leave to cover the absence, may receive donated accumulated sick leave from other bargaining members. No individual employee may donate more than two (200) hundred hours' vacation time and personal days must be used before a donation can be made.

Section 2 – Use of Sick Leave. Sick leave may be used as follows.

- A. For absences of the Employee due to illness, injury, or exposure to contagious diseases which could be communicated to other Employees; or
- B. For absences where the Employee must attend to or care for a family member due to illness, injury; or other medical procedure such as child birth or surgery; or

Section 3. Sick time can be used in one (1) hour. The employees must directly notify his supervisor at least six (6) hours in advance of the start of the shift of his need for sick leave. Absences due to illness in excess of 24 hours for Employees on a 24/48-hour schedule and 20 hours for Employees on a 40-hour (5 days at 8 hours per day) schedule must be verified by medical documentation acceptable to the Township. In addition, when an Employee engages in a pattern of absenteeism or the circumstances otherwise indicate an abuse of sick leave, the Fire Chief, at his discretion, may require medical or other documentation verifying the need for leave.

Section 4. No monetary payment for sick leave will be made in lieu of time off from work. Upon termination of employment for any reason (excluding retirement under the Police and Firemen's Disability and Pension Fund) no payment shall be made for earned but unused sick leave.

Section 5. An Employee who submits a false claim for sick leave or engages in conduct inconsistent with his request for sick leave is subject to disciplinary action up to and including discharge.

Section 6. Sick leave may accumulate a total of 1920 hours of sick leave. A running total of unused sick leaves hours will be kept and at the end of the calendar year. If the employee has accrued more than 1920 hours he will be paid for the overage at the rate of ½ his hourly rate of pay in effect at the end of calendar. He will begin the new year with 1920 accumulated hours and will accrue sick leave hours at his normal rate throughout the year.

Section 7. The township shall pay the employee for a total of twenty four (24) hours of personal time per calendar year at straight time. The employee may take off work prior approval. The

employee shall give a fourteen (14) days written notice when requesting personal day unless otherwise agreed between the employee and fire chief. Personal time may not be carried over from one year to the next year. Unused personal time shall lapse at the end of each calendar year unless at least two (2) requests have been denied, then the fire chief will waive the carry over restriction.

Section 8. Sick leave "buyout " of unused accumulated sick leave will be made to the employee upon separation consistent with current township policy.

Sick leave will be paid as described below:

- A. For employees hired prior to January 1, 2008, he/she shall receive sick hour compensation for a minimum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment, excluding shift differential in effect. In addition, should the employee have earned but unused hours which exceed 500 hours, the hours beyond 500 shall be compensated, based on a percentage of full-time service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+ years.
- B. For full-time employees hired after January 1, 2008, he/she shall receive compensation of all earned but unused but unused sick hours at his/her rate of pay in effect on the employee's last day of employment, excluding shift differential in effect, based on a percentage of full-time service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+ years.

ARTICLE 18. MILITARY LEAVE

The military leave policy and procedures of the Fire Department shall conform to the provisions set forth herein, and to the pertinent sections in Chapters 5903 and 5923 of the Ohio Revised Code.

Military leave with full pay for Employees for military service on field training or active duty will be granted for periods not to exceed thirty-one (31) days in any calendar year. Thirty-one (31) days is defined to mean an entitlement to the average number of working hours in a thirty-one (31) day calendar period. Employees shall be granted time off without pay for one weekend drill per month.

Employees may trade time, personal days, holiday time and/or vacation time to cover any or all their military leave days.

ARTICLE 19. INSURANCE

Section 1. Township Agrees to Provide Coverage

Medical, Death and Disability, and Professional Liability insurance coverage as determined by the Board of Trustees shall be provided for Employees.

Section 2. Right to Change Providers

The township shall continue policies and plans enforce wit current providers for the term of this agreement. The Township reserves the right to change provider if the coverage can be obtained at a lower cost and still provide current or better benefits.

Section 3. Coverage Payment.

Participating bargaining unit employees will pay a percentage of the total cost of the Township provided insurance, after the effective date of this agreement for the hospital, medical, dental, vision, prescription drug card, and life insurance coverage provided to them and their dependants by the Township pursuant to this article.

The following is the percentage to be paid by bargaining unit members reflective of the total cost of the Township provided insurance. In no event will bargaining unit employee pay a higher percentage rate than any other township employee.

2012 – Employees shall pay 10% of the total cost of the township provided insurance.

2013 – Employees shall pay 10% of the total cost of the township provided insurance.

2014 – Employees shall pay 12% of the total cost of the township provided insurance.

Section 4. Insurance Eligibility

Full-time employees must remain in active paid status in order to continue to be eligible for employer paid healthcare coverage, unless specifically approved and authorized by the Township Trustees or the trustees appointed authority or covered by state or federal statute. Employees who are on an approved unpaid leave of absence other than Family Medical Leave and on donated sick leave shall be afforded the opportunity to pay for their healthcare coverage at the existing group rate for the duration of the approved leave of absence, not to exceed a total of twenty-four (24) weeks.

ARTICLE 20. PHYSICAL EXAMINATION AND TESTING

Section 1. Annual Exams.

The Township will provide each Employee with a physical examination once each year at no cost to the Employee. The content of the examination will be established by the Ohio Police & Fire Pension Fund. The examiner shall be the department's physician.

Section 2. Communicable Disease Testing

In accordance with Departmental practices existing on the date of this Agreement, the Township shall test Employees who have been exposed to communicable diseases in the performance of their work duties at no cost to the Employees, as long as all standard safety precautions were followed.

Section 3. Fitness and Wellness Program

The employer shall establish and provide a health-related fitness and wellness program that enable members to develop and maintain a level of health and fitness to safely perform their assigned function. This program will not be punitive as the purpose of the program is to improve the health and well-being of the individual.

Section 4. Alcohol and Drug Testing Procedures

Employees are prohibited from consuming or possessing alcohol while on duty. Employees are prohibited from consuming alcohol twelve (12) hours before the start of their regularly scheduled shift. If a supervisor notifies an employee that he is "on call", the employee must immediately inform the supervisor if he has consumed alcohol in the last eight (8) hours.

Section 5

Employees are prohibited from possessing, using, selling, or delivering any illegal drug at any time or at any place.

Section 6

Employees shall use due diligence in the use of over-the-counter medications or prescription medication authorized by a medical practitioner.

Section 7

Drug or alcohol testing may be required of each employee for the following reasons:

1. Pre-employment screening- Every applicant will be required to submit to a drug/alcohol test. The employer will arrange the time and location of the pre-employment screening and will cover the cost of the test. The applicant will submit a release disclosure of the test results to the township. It is the responsibility of the applicant to report to the testing site on time. Positive results prohibit employment. If the applicant contests the results, he may submit to a second test at his own expense.
2. Post-accident testing- Drug/alcohol testing will be required under, but not limited to, all of the following conditions:
 - A) Employee is involved in an accident which causes injury to himself or others.

- B) Accident with a fatality.
 - C) Accident where the employee is issued a traffic violation citation. A representative of the fire department will transport the employee to the collection site and then transport the employee home. The employee will not report for duty unless a negative test result is obtained. A positive result will subject the employee to disciplinary action. The employee may use compensatory time and/or personal days if the results cannot be obtained before the start of the employee's next scheduled shift.
 - D) Accident where the employee causes significant damage to vehicle, equipment, and/or property per Township policy.
3. Reasonable Suspicion Testing- Suspicion that an employee used or is abusing drugs or alcohol in an unlawful manner may be based upon:
- A) Observable phenomena, such as direct observation of drug or alcohol use, appearance, behavior, speech, or body odor.
 - B) A pattern of abnormal conduct or erratic behavior.
 - C) Arrest or conviction for a drug or alcohol related offence, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking
 - D) Information provided either by reliable and credible sources or independently corroborated.
 - E) Evidence that an employee has tampered with a previous test.
 - F) Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

If an employee is ordered to undergo reasonable suspicion testing, he will immediately cease to perform his township function and be transported to a collection site by a representative of the township and then transported to his home. The employee will not report for duty unless a negative test result is obtained. A positive result will subject the employee to disciplinary action. The employee may use compensatory time and/or personal days if the results cannot be obtained before the start of the employee's next scheduled shift.

4. Return To Duty Testing- Before an employee may return to active duty after testing positive for a drug and/or alcohol abuse, he must submit to a drug/alcohol test and have a negative result. The employee will incur the cost for this test and may choose the testing site. He will submit a release allowing the results of the test to be disclosed to the Township.
5. Follow-up Testing- Any employee who has returned to work following a disciplinary action resulting from a positive drug and/or alcohol test will submit to two (2) random tests in the eighteen (18) months following his return to active duty. The employee will incur the cost for this test and may choose the test site. He will submit a release allowing the results of the test to be disclosed to the Township.
6. Random Drug Screening- All employees will be required to participate in the Bureau of Worker's Compensation Random Drug/Alcohol Testing Program or for compliance with the Department of Transportation and other applicable regulations. A minimum number of employees annually will be randomly selected using a scientifically valid method in which

each employee will have an equal chance of being tested each time selections are made. The dates of the testing shall be unannounced and spread throughout the calendar year. When an employee is selected for testing, he shall cease doing his function and proceed to the test site immediately. Employees will only be required to submit to tests during their regularly scheduled work hours. No employee will be called in during their off time to take the test. Employees may be held over to take a test however will be paid overtime in accordance with this agreement. Following a drug and alcohol (blood, breath, and/or urine) test which shows any detectable level of drugs and/or alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of more than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Work-Place Policy or other applicable policies. If a CLIA waived (rapid) drug test is positive when performed on site, the sample will be sealed and sent to a registered lab for confirmation. In this case the results shall be removed by a Medical Review Officer (MRO) for confirmation before disciplinary action occurs. If a CLIA waived (rapid) drug test is positive when ordered for cause, the employee will be taken home and not allowed to work until the sample result is sent for confirmation and the results reviewed by the MRO. Following any confirmed test result indicating any concentration or following a positive controlled substance test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick, vacation, or compensatory time, or an unpaid leave and the consequences in accordance with the Township's Drug Free Work-Place Policy or other applicable policies. Employees whose jobs require them to have a commercial driver's license (CDL) and who drive vehicles for which testing is required under federal and state regulations also are subject to alcohol and drug requirements of the Federal Omnibus Transportation Employee Testing Act of 1977, as well as the Ohio Department of Transportation.

As part of the Fire/EMS employee duties it is required to potentially come in contact with drugs that are tested by a routine drug test. Even though, according to the Ohio BWC and the American College of Occupational and Environmental Medicine there have been no documented case(s) of a positive drug test resulting from routine employment, and whereas federal government organizations whose task is to regulate drug trafficking maintain a no tolerance policy among their employees, there are no cases of positive tests resulting from routine employment. The Township understands fire personnel duties may require him to come in contact with drugs that are tested by a routine drug test, therefore, any and all cases of a confirmed positive drug test will be reviewed on an individual case by case basis, including the employee's occupational diary, by a Medical Review Officer.

Section 8

Drug/Alcohol testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidence and will not be used in criminal proceedings other than buy subpoena from a court of competent jurisdiction.

Section 9

Refusal to submit to any of the drug and or alcohol testing requirements by this article will result in the employee's immediate termination from township service. He will have forty-eight (48) hours to return all township property to the fire chief and remove all personal property from the premises.

ARTICLE 21. JURY DUTY

Each Employee shall receive pay for the time necessarily lost from work due to federal or state jury service, up to a maximum of 168 hours for Employees on a 24/48-hour schedule and 120 hours for Employees on a 40-hour schedule. Pay for such time necessarily lost will be at the Employee's straight time hourly rate for the hours such Employee was scheduled to work on that workday and had to miss. In order to receive any such payment, an Employee must notify the Township within 48 hours of the receipt of the jury summons and present a written statement from the court of the jury service performed and the payments received by such Employee. The Employee must sign over to the Township all court payments received for jury service.

ARTICLE 22. BEREAVEMENT LEAVE

Section 1 Immediate Family

Bereavement leave of five (5) days for forty (40) hour employee(s) or two (2) twenty-four (24) hour tours for the 48 hour employee(s) shall be granted to attend the funeral of members of the immediate family. Proof of death and relationship of deceased may be requested the immediate family is defined as: 1) Spouse, 2) Parent, 3) Parent-in-Law, 4) Step-Parent, 5) Guardian, 6) Child, 7) Step-Child, 8) Grandchild. Other relatives living in the employee's household shall also be considered immediate family.

Section 2. Extended Family

Bereavement Leave of three (3) days for the forty (40) hour employee(s) or one (1) twenty-four (24) hour tour for the forty-eight hour employee(s) shall be granted shall be granted to attend the funeral of: 1) Brother, 2) Sister, 3) Brother-in-Law, 4) Sister-in-Law, 5) Half or Step Brother, 6) Half or Step Sister, 7) Grandparents, 8) Grandparents in Law.

Section 3. Further Extended Family

Bereavement leave of one (1) day for the forty (40) hour employee(s) or one (1) twelve (12) hour shift for the forty-eight (48) hour employee(s) shall be granted to attended the funeral of: 1) Aunt, 2) Uncle, 3) Aunt-in-Law, 4) Uncle -in-Law, 5) Cousin, 6) Cousin-in-Law.

Section 4. Bereavement Extension

Upon approval by the fire chief, bereavement leave in excess of granted amount may be charged to the employee accrued vacation leave balance

ARTICLE 23. TIME OFF TO VOTE

Should there be situation where an Employee is scheduled for work that leaves him insufficient time outside work hours to vote in local, state, and national elections, the Employee may schedule up to one-half hour off from work to vote. Employees requiring time off must notify the township at least one (1) day before Election Day and must present a voter's receipt upon return to work from voting.

ARTICLE 24. PERSONAL PROPERTY

Section 1.

The Township shall furnish the appropriate seasonal uniforms and equipment for all employees. All uniforms and equipment remain the property of the Township and must be turned in when an employee is separated from Township service.

Section 2.

At the time of employment a full-time employee will be issued the following items:

Bunker Gear

- 1 Helmet *[NFPA Compliant at time of issue]*
- 1 Flashlight
- 1 Turnout Coat *[NFPA Compliant at time of issue]*
- 1 Turnout Pants *[NFPA Compliant at time of issue]*
- 1 Suspender
- 1 Pair Gloves *[NFPA Compliant at time of issue]*
- 1 Nomex Hood *[NFPA Compliant at time of issue]*
- 1 Pair Safety Glasses
- 1 Set Ear Protection
- 1 Pair Structural Firefighting Boots *[NFPA Compliant at time of issue]* Type issued shall be at the discretion of the Fire Chief

Uniforms

- 5 Pairs of Uniform Pants
- 5 Short-sleeved Uniform Shirts
- 5 Long-sleeved Uniform Shirts
- 1 Class A Dress uniform (once member has cleared probation)
- 1 Pair High-gloss Dress Shoes (once member has cleared probation)
- 1 High gloss dress belt (once member has cleared probation)
- 1 Bell crown dress uniform hat (once member has cleared probation)
- 2 Metal badges according to rank
- 2 Job Shirts

Section 3.

1 Pair of OSHA approved steel toe safety shoes / boots shall be provided for the employees covered in this agreement. These shoes shall meet Blood Borne Pathogens Standards. The Township will pay up to one hundred fifty dollars (\$150.00) per year for boots or shoes. Employee will provide a copy of receipt.

Section 4.

Upon termination, employee shall return to the township all issued equipment in good condition, less normal wear and tear.

Section 5.

It is the employees' responsibility to make the Chief aware of the need for repair or replacement of worn or damaged uniforms, accessories, or equipment. Damage or loss notification to the Fire Chief must be done in writing on the departmental equipment request form when items are observed to be damaged or worn. It will be the Fire Chief's discretion as to whether the item is replaced or repaired. Equipment and other items not issued or required by the Township may not be utilized or worn without permission (request to be submitted in writing) of the Fire Chief. The township shall furnish, repair, and/or replace worn, damaged uniforms(s) and equipment items as needed and determined by the employer. The township shall not provide dry cleaning service. All bargaining unit members shall be allowed to wash his/her uniforms at the station at no cost to the employees

In the event of damage to prescription eyeglasses, including frames, dentures or other medical health or dental appliance which damage occurs in the active discharge of an employee's duties, the employer will reimburse the employee at one hundred percent (100%) for the cost of repair or replacement where applicable. The employee will file the appropriate Workers' Compensation forms and will reimburse the employer for actual expenditures from any reimbursements from Workers' Compensation.

Section 6.

Assigned equipment that is lost or stolen will be replaced as determined necessary by the Fire Chief. All lost/stolen equipment items are to be requested in writing with details of the incident or case in which it was lost or stolen within twenty-four (24).

A loss or damage resulting from the employees willful or negligent mishandling will release the employer from any responsibility for repair or replacement. The employee shall present any damaged property for the employer's inspection prior to any repairs or replacement. Whether to repair or to replace shall be at the employer's option.

Any court ordered restitution, up to the amount paid, shall be remitted to the employer.

Section 7.

When a fire member, who has a minimum of ten (10) years of continuous, uninterrupted service, and no pending disciplinary action punishable by dismissal, retires, the township shall make available to him/her the opportunity to purchase his/her fire helmet and one complete set of the department's Class "A" uniform, including but not limited to the following accessories: hat, department badge, name tag, department patch, and any ribbons or awards, length of service insignia, metal buttons at the cost of one dollar (\$1.00). All other uniforms, accessories, and equipment will be returned to the department prior to the final date of retirement.

Retired employees shall be permitted to retain their department credentials which shall be stamped with the term "Retired".

Section 8.

When a fire member separates due to death, other than an in-the-line of duty death, who has a minimum of five (5) years of continuous, uninterrupted service, and no pending disciplinary action punishable by dismissal, the township shall make available to his/her executor/estate the opportunity to purchase his/her fire helmet and one complete set of the department's Class "A" uniform, including but not limited to the following accessories: hat, department badge, name tag, department patch, and any ribbons or awards, length of service insignia, metal buttons at the cost of one dollar (\$1.00). All other uniforms, accessories, and equipment will be returned to the department.

ARTICLE 25. INJURY LEAVE

Section 1. Injury Leave Guidelines

- A. Ohio State Law provides that every employee and authorized volunteer of Hamilton Township is eligible for Workers' Compensation for an injury arising out of, or in the course of, his/her employment. To provide effective management to this benefit, the following is required.

1. REPORTING AN INJURY

- a. Whenever an employee is injured during the course of his/her employment with the Township, he/she shall, personally or have his/her supervisor notify the Personnel / Human Resources Officer immediately regardless of type or severity. The Employee's Incident or Injury and Bureau of Workers' Compensation First Report of Injury forms must be completed at the earliest possible time. This should be done whether or not medical attention is required. The original report shall be forwarded to the Personnel / Human Resources Officer as soon as completed, but not later than the day following the injury. Failure to report a work-related illness or injury may jeopardize your eligibility for Workers' Compensation benefits.
- b. The Township may accommodate employees who are recovering from occupational injuries or illnesses and who their physician releases for "restricted" duty by offering an alternative duty assignment, unless the accommodation imposes an undue hardship on the Township. Alternative duty assignments will be decided on a case-by-case basis.

2. LOST TIME DUE TO WORK-RELATED INJURY

- a. For employees whose injury / illness requires them to be absent from work, the Hamilton Township Board of Trustees offer "Wage Continuation". This program allows employees to be absent from work and remain in active pay status, for a period up to 90 calendar days, while not being required to use their sick and/or vacation time.
- b. If you will be absent for a work related injury / illness, please contact the Personnel / Human Resources Officer at Hamilton Township for more information and necessary forms concerning Wage Continuation.
- c. Appointing Authorities and/or Supervisors must maintain constant contact with the Personnel / Human Resources Officer concerning employees who are absent due to a Workers' Compensation injury / illness. Upon exhaustion of Wage Continuation Benefits (90 calendar days) an employee may request accumulated sick leave pay while awaiting Workers' Compensation payment for lost time due to an on-the-job injury by completing a "Workers' Compensation Reimbursement Agreement" form. By signing this agreement the employee agrees that Hamilton Township will be reimbursed for any and all payments advanced on his/her behalf when and if benefit payments are made by

the Ohio Bureau of Workers' Compensation. Any employee who does not complete and sign the agreement will not be advanced sick leave.

- d. Sick time accrual used during a covered Workers' Compensation injury will, upon settlement by the Ohio Bureau of Workers' Compensation, be credited to said employee's sick time, provided the employee has signed the Workers' Compensation Reimbursement Agreement.
3. Supervisors, who receive any documents from the employee, his /her doctor, his /her hospital, or the State of Ohio concerning Workers' Compensation claims, shall send them immediately to the Personnel / Human Resources Officer.
 4. DESIGNATION OF FAMILY MEDICAL LEAVE ACT
 - a. Time off due to a compensable Workers' Compensation injury shall be credited against the employee's twelve weeks of eligible leave under the Family Medical Leave Act beginning on the date the employee begins leave due to the injury / illness.
 5. RETURN TO WORK / TRANSITIONAL DUTY
 - a. It is the goal for the Township to have all employees return to his/her regular duty assignment fit and ready for duty without restriction. The Township acknowledges and may accommodate employees who are recovering from occupational injuries or illnesses and who their physician releases for "restricted" duty by offering an alternative duty assignment, unless the accommodations imposes an undue hardship on the Township. Alternative duty assignments will be decided on a case-by-case basis.
 - b. Should a transitional duty assignment be imposed, the employee is to work within the guidelines set forth by his/her physician and the alternative job duty assignment. If the employee fails to work the transitional duty assignment as outlined, the employee may forfeit his/her alternative assignment.
 - c. If accommodations for an alternative transitional duty assignment are not feasible, the employee will not be permitted to return to work until his/her physician has released him/her without job duty restrictions.

ARTICLE 26. SEVERANCE

Section 1. Right to unpaid wages and more

Upon termination from employment for any reason, the employee shall receive full compensation for all hours worked but unpaid, all hours credited (comp time) but unpaid, as well as any earned but unused vacation time and sick time at the rate that was in effect on the date of separation. Sick time hours will be paid as described below:

- A. For employees hired prior to January 1, 2008, he/she shall receive sick hour compensation for a minimum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment, excluding shift differential in effect. In addition, should the employee have earned but unused hours which exceed 500 hours, the hours beyond 500 shall be compensated, based on a percentage of full-time service credit as follows: %10 for 1-5 years; 15% for 6-10 years; %20 for 11-15 years; 25% for 15+ years.
- B. For full-time employees hired after January 1, 2008, he/she shall receive compensation of all earned but unused but unused sick hours at his/her rate of pay in effect on the employee's last day of employment, excluding shift differential in effect, based on a percentage of full-time service credit as follows: %10 for 1-5 years; 15% for 6-10 years; %20 for 11-15 years; 25% for 15+ years.

Section 2. Resignation

When the separation from employment is due to a letter of resignation, the employee must present such a letter to the Fire Chief and to the Township Human Resources Director as far in advance as possible, but not less than fourteen (14) calendar days prior to the effective date of the separation. As part of the fourteen (14) day notice, the employee may not use vacation leave, personal days, compensatory time, and/or sick time during the fourteen (14). The parties may mutually agree to waive all or part of the fourteen (14) day period.

Section 3. Separation due to retirement

When the separation from employment is due to retirement, the employee must present a letter of retirement intent to the Fire Chief, Township Human Resources, and Township Fiscal Officer as far in advance as possible, but not less than thirty (30) calendar days prior to the effective date of retirement. As part of the thirty (30) day notice, the employee may not use vacation leave, personal days, compensatory time, and/or sick time during the thirty (30) day period. The parties may mutually agree to waive all or part of the thirty (30) day period.

Section 4. Separation due to death

If the reason for separation is due to death of the employee, the payment of wages and accrued but unpaid vacation, holiday (within that pay cycle), compensatory time, and/or benefits provided in this agreement shall be paid to the employee's beneficiary in accordance with applicable state law.

Section 5. Continued Health Insurance for Employee's Survivors

The Township will endeavor to provide health insurance coverage for the deceased employee's spouse and/or family through the end of the month of the date of death, provided that such coverage is available from and permitted by the Township's insurance carrier.

The Township in accordance with the Consolidated Omnibus Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost of the plan.

ARTICLE 27. LINE OF DUTY DEATH

Section 1. Firefighters Funeral Cost

In the event that a fire department member is killed in the line of duty, all the costs for the funeral are to be paid in full by Hamilton Township for standard arrangements predetermined by the Township, with a cost limited at \$5000.00 with the Township Trustee's being able to raise that amount at their discretion, so all insurances may go directly to the aid of the firefighter's family.

Section 2. Formal Firefighter Funeral Arraignments

If the family of the deceased requests a formal firefighter's funeral, they may retain one complete uniform with accessories. All other uniforms, accessories, and equipment shall be returned to the department. The Fire Chief in accordance with the traditions of the fire service shall assist in the preparations, as requested. Pallbearers and honor guard will be provided at the family's request.

Section 3. Beneficiary

In the event of the death of an employee while on duty, his designated beneficiary shall be paid for all accrued but unused sick time, vacation time, and comp time, as well as unpaid earned income for that pay period. If no beneficiary has been designated, it will be paid to his/her estate. This pay will be computed at the rate of pay in effect on the employee's last day of employment, except that related to unpaid earned income for that pay period. The employee's beneficiary shall receive this within fourteen (14) days of the last day worked.

Section 4. Widow/Widower Presentation

Following ceremonies for the deceased employee the spouse shall be presented with the employee's badge and fire helmet, along with a commemorative United States of America flag at no cost to the employee's estate.

ARTICLE 28. TRAINING AND CONTINUED EDUCATION

Section 1.

From time to time, the employer may schedule special training or education seminars on non-scheduled work days. Employees will be compensated at their regular hourly wage up to three (3) hours per day. In the event these hours exceed the overtime threshold, then all hours will be paid at the applicable overtime rate of one and one half (1 ½) times the employee's regular rate of pay. Notwithstanding the actual duration of the training. If the training lasts for more than three (3) hours, the employee shall be paid for all hours actually worked at the applicable rate. In order to be compensated for outside training, course must be approved by the Fire Chief.

When an employee is required to attend a one day school or training that is off site from the Township Fire Department during a regularly scheduled work day, he will be compensated for that portion of training as part of his regular assigned shift. Travel to and from the training will be in a township provided vehicle so as no travel costs are incurred by the employee. The employer will assist the employee with finding the appropriate coverage for the training hours.

Section 2.

The Township maintains a tuition assistance program whereby an Employee, by agreeing to the conditions detailed in the Hamilton Township Training Commitment Form, will be provided tuition, costs of books and supplies. The expenses for tuition, registration, fees, books, etc. of any in service training class approved by the Fire Chief shall be paid for by the Township.

When an employee is required to attend a school, seminar, or training that lasts more than one day, he will be compensated at the rate of his regular hourly wage, for actual hours of time spent in class. The employee, unless part of the requirements for the class, may choose and make arrangements for his overnight lodging; however, he will only be reimbursed a maximum of the Internal Revenue Service Travel/Lodging/Meals Per Diem per night, with the proper receipts submitted to the Township Fiscal Officer and Fire Chief. He will also be reimbursed for food expenses, not to exceed the Internal Revenue Service Travel/Lodging/Meals Per Diem per day, with the proper receipts submitted to the Township Fiscal Officer and Fire Chief. The employee will use a Township duty vehicle for this type of travel and will be reimbursed for any expenses incurred (gas, oil, etc.) in connection with this travel with the proper receipts.

ARTICLE 29. GENERAL PROVISIONS

Section 1. The Association and Township acknowledge that during the negotiations which preceded this Agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the Association and the Township after the exercise of such opportunity are set forth in this Agreement. All other areas or matters are not part of this Agreement. Therefore, unless a written provision of the Agreement specifically requires otherwise, the Association and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this Agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date this Agreement was executed.

Section 2. This Agreement is the entire agreement between the Association and the Township. It may be modified or amended during its term only as the result of a mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Association and the Township.

Section 3. Successor Agreement

This agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any geographically or otherwise in location, place of business of either party hereto.

ARTICLE 30. EXPIRATION

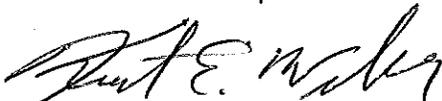
This Agreement shall be effective on/retroactive to Jan 1, 2012, and shall continue in effect through midnight on December 31, 2014, and shall be automatically renewed from year to year thereafter, unless either party hereto notifies the other party no later than 120 (120) days prior to the Agreement's expiration date of its intention to terminate or modify the Agreement.

ARTICLE 31. SAVINGS CLAUSE

This Agreement is subject to all future and existing applicable state and local laws and in the event the Township adopts a civil service township, civil service rules and regulations would prevail, or in the event the Township becomes a city, city ordinances and resolutions would prevail and if any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall be automatically terminated. Should any Article, Section, or portion of the Agreement, be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to the specific Article, Section, or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

Agreed this 11th day of January, 2012

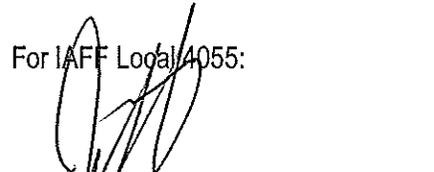
For Hamilton Township:

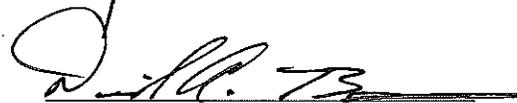

Trustee President


Trustee


Trustee

For IAFF Local 4055:


Bargaining Unit Member


Bargaining Unit Member

IAFF Rep.