

AGREEMENT

THIS AGREEMENT is made and entered into the December 3rd, 2012, by and between the Bath township Board of trustees, Summit County, Ohio (hereinafter designated as the ("Township")) and the Bath Professional Fire Fighters, IAFF Local 4130 AFL-CIO (hereinafter "Local 4130" or the "Union").

ARTICLE I PURPOSE AND INTENT

Section 1. The purpose of this Agreement is to achieve and maintain harmonious relations between the Township and the Union, to provide for equitable and peaceful adjustment of the differences, which may arise, and to establish proper standard of wages, hours and other terms and conditions of employment. This shall include:

- A. To set forth the full and complete understanding and agreement between the parties with respect to rates of pay, benefits, and all other terms and conditions of employments;
- B. To avoid interruption or interference with the efficient operation of the Bath Fire Department.
- C. To promote fair and reasonable working conditions.

Section 2. This Agreement shall constitute the sole and complete understanding for all terms and conditions of employment between the parties and shall supersede all previous Agreements, oral or written.

ARTICLE II RECOGNITION

Section 1. The Township recognizes the Bath Professional Fire Fighters, IAFF Local 4130, AFL-CIO as the sole and exclusive representative for the purpose of collective bargaining for all full-time Fire Fighters, Fire Medics, Lieutenants, and the Staff Lieutenant, employed by Bath Township Fire Department. Excluded from the bargaining unit are the Chief, Assistant Chief, Captains and part-time employees employed by Bath Township and all other employees.

ARTICLE III MANAGEMENT RIGHTS

Section I. It is the purpose of this Agreement to establish and maintain a uniform system for managing personnel matters of the Bath Township Fire Department; to comply with applicable employment laws; and to provide for the standards, terms, and conditions of employment with the Township in a clear and comprehensive fashion to maximize the efficiency and orderliness of operations, while at all times assuring that the best interest of the citizens and taxpayers of the Township are served. However, the Township will endeavor to make personnel decisions that are fair and equitable.

Section 2. Subject to the other provisions in this Agreement, the Bath Township Board of Trustees retains the right:

- A. To determine matters of inherent managerial policy, which includes but are not limited to, areas of discretion or policy such as the functions and programs of the Township, standards of service, its overall budget, utilization of technology and organizational structure;
- B. To direct, supervise, evaluate or hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To suspend, discipline, demote or discharge for just cause or lay off transfer, assign, schedule, promote or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the overall mission of the Employer as a unit of government;
- H. To effectively manage the work force;
- I. To take actions to carry out the mission of the Township as a governmental unit;
- J. To consolidate, merge, modify, or transfer any of its facilities, property, processes or work, to any township, municipality, or entity, other than in the existing Fire Station 1.

Section 3. The Township is not required to bargain on subjects reserved to its management and direction, except as the subject affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the Agreement.

ARTICLE IV

DUES CHECK OFF AND FAIR SHARE FEE

Section 1. Dues Deduction. The Township will deduct regular monthly dues in the amount certified in writing to the Township by the Secretary of Local 4130 from the pay of any member who voluntarily signs and timely submits a dues deduction authorization form permitting said deductions. Upon receipt of written authorization, the Township will deduct IAFF dues from the payroll check for the next pay period in which the dues are normally deducted following the pay period in which the Township received the authorization.

Section 2. Other Deductions. The Township shall deduct dues, initiation fees or assessments from the first pay of each calendar month as directed in writing by the Union. The Township shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of IAFF dues.

Section 3. Dues Withheld. A check in the amount of the total dues withheld from employees authorizing a dues deduction shall be tendered to the treasurer of the IAFF within thirty (30) days from the date of making said deductions.

Section 4. Authorization Cards. Members who complete dues deduction authorization cards shall have their dues deductions continued for the term of this Agreement subject to the right to request cancellation of dues deduction during the twenty (20) workday period immediately preceding any anniversary date of this Agreement. In order to exercise this check-off cancellation correctly, a member must notify the Township and the IAFF by certified mail during the twenty (20) day period.

Section 5. Dues Deduction and Township. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provision of this Article regarding the deduction of Union dues. The IAFF hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings or any other forms of liability or cost by any employee arising out of or related to any action taken or not taken by the Township pursuant to this Article. Once the funds are remitted to the IAFF, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

Section 6. Members. Any member of the bargaining unit who has elected to become a member of the IAFF as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain a member in good standing, subject to the right of each member to revoke his membership at the same time as specified in section 4 for revocation of dues check-off.

Section 7. Notification of Township. The amount to be deducted per employee shall be certified in writing to the Township Fiscal Officer by the Treasurer of the IAFF during December of each year. One (1) month advance written notice must be given to the Township Fiscal Officer prior to making any changes in an individual's dues deductions.

Section 8. Fair Share Fee. On or after sixty (60) days following the date of employment or the date of this Agreement, whichever is later, all employees in the unit who are not members of the IAFF shall pay to the IAFF a Fair Share Fee not to exceed dues paid by members of the bargaining unit in accordance with the provision of O.R.C. 4117.09 (C). A rebate procedure in accordance with applicable State and Federal law shall provide for a rebate to fair share contributors of expenditures for matters not related to the work of employee organizations in the realm of collective bargaining. The Township shall transmit the aggregate Fair Share Fees to the IAFF at the same time and in the same manner as regular dues. Such employees shall not sign an authorization card for such deduction to be made.

Section 9. Hold Township Harmless. The IAFF shall indemnify and hold the Township harmless from any claims, suits or actions resulting from its collection of the Fair Share fees.

ARTICLE V.

NO STRIKE/NO LOCK OUT

Section 1. It is expressly recognized by the IAFF that any strike by members of the bargaining unit would be in violation of chapter 4117 of the Ohio Revised Code. Neither the IAFF nor any of its officers, agents, or representatives nor any member of the bargaining unit covered by this Agreement will authorize, instigate, cause, promote, aid, sponsor, engage in, or condone any strike, sympathy strike, work slow-down, sit-down, willful absence from one's position, the abstinence from the full, faithful, and proper performance of all the duties of employment, or any other intentional interruption of work as identified above is engaged in by members of the bargaining unit, said bargaining unit members will be subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct in violation of this Article. If it is determined that the conduct occurred, the discipline imposed by the Township cannot be altered. Furthermore, it is recognized that the Township has the right to seek an injunction against the strike or any other conduct prohibited in this Article in the Summit County Court of Common Pleas as provided by law. It is recognized by IAFF that in accordance with O.R.C. Section 4117.15 (b), neither the IAFF nor its members can rely upon any alleged unfair labor practice by the Township in support of any strike activity.

Section 2. If a violation of this Section occurs, the IAFF will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of this Article and take appropriate action against anyone who continues to engage in violation. If the IAFF discharges its obligations, it shall not be liable for the unauthorized and un-condoned acts of individual bargaining unit members. If the IAFF fails to discharge its obligations, the dues check off provisions normally required under this Article shall be suspended for one month for each day of any strike in violation of this Article. If there is a dispute over the suspension of the check off, it will be the burden of the IAFF to demonstrate a good faith effort to discharge its obligations hereunder. Nothing herein shall be construed as limitation upon or election of remedies by the Township.

Section 3. The Township agrees that neither it, its officers, its agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the IAFF.

ARTICLE VI

PROBATIONARY PERIOD

Section 1. Fire Fighter, Fire/Medic. A new bargaining unit employee shall be on probation for twelve (12) months. However, the Township may extend the probationary period for up to an additional six (6) months. During the probationary period, a bargaining unit employee appointed to a full-time Fire Fighter or Fire/Medic position shall not have the right to avail himself/herself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit employee appointed to a full-time Firefighter/Medic position may be removed from the

service of the Township Fire Department and from Township employment at any time and for any reason without recourse under this Agreement.

Section 2. Lieutenant. A Bargaining unit employee appointed from outside the Department or promoted from within the Department to the position of Fire Lieutenant shall be on probation for a period of one (1) year from the effective date of such appointment or promotion. During the probationary period, an employee who was appointed from outside the Department to the position of Fire Lieutenant may be removed from the service of the Township Fire Department and from Township employment at any time and for any reason without recourse under this Agreement or otherwise. During the probationary period, an employee who was promoted from within the Department to the position of Fire Lieutenant may be returned to the position and reduced in rank to the position which he/she formerly held prior to such promotion, at any time and for any reason without recourse under this Agreement or otherwise.

ARTICLE VII NON-DISCRIMINATION

Section 1. The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, creed, religion, national origin, marital status, or handicap. The Township and the Union further agree not to discriminate against any bargaining unit member on the basis of Union membership or non-membership or because the employee engages in or refrains from engaging in lawful Union activity.

Section 2. All reference to employees in this Agreement shall designate both sexes. Where the male gender is used it shall be construed to include male and female employees.

ARTICLE VIII UNION REPRESENTATION

Section 1. The township will provide reasonable space at Fire Station 1 for a filing cabinet and bulletin board. The filing cabinet and bulletin board will be maintained only in such area designated by the Chief. The Union will not display its logo or any other designation on any Township building including banners and signs.

Section 2. Unless otherwise agreed, one member of the negotiating committee will be allowed time to participate in a negotiating meeting with the Employer, if held during the member's assigned shift, without loss of pay.

Section 3. The investigation and writing of grievances shall be on non-duty time unless authorized by the Chief or his designee. Attendance at the grievance hearings and other meetings in accordance with the provision of this Agreement during regular duty hours shall be without loss of pay. However, employees shall not be compensated for attendance at such hearing sand/or meetings during non-duty hours.

Section 4. Bargaining unit members shall be permitted to attend regularly scheduled union meetings held at the Fire Station while on duty with the permission of the Fire Chief. However, while attending meetings, on-duty members shall respond to emergency calls as needed.

ARTICLE IX WAGE / COMPENSATION

Section 1. Annual Rate of Compensation for bargaining unit members shall be paid in twenty six equal installments of the yearly salary as follows:

2013 Hourly Rates

	40 Hr Rate	48 Hr Rate	40 Hour OT Rate	Yearly Salary
0-12 Months	\$24.17	\$20.14	\$36.25	\$50,272.14
13-24 Months	\$25.88	\$21.56	\$38.81	\$53,822.50
25-36 Months	\$27.58	\$22.99	\$41.37	\$57,372.85
37-48 Months	\$29.29	\$24.41	\$43.94	\$60,923.20
After 48 Months	\$31.01	\$25.84	\$46.51	\$64,494.56
Lieutenant	\$34.49	\$28.74	\$51.74	\$71,742.32

2014 Hourly Rates * 1 percent increase over 2013

	40 Hr Rate	48 Hr Rate	40 Hour OT Rate	Yearly Salary
0-12 Months	\$24.41	\$20.34	\$36.62	\$50,774.87
13-24 Months	\$26.13	\$21.78	\$39.20	\$54,360.72
25-36 Months	\$27.86	\$23.22	\$41.79	\$57,946.58
37-48 Months	\$29.58	\$24.65	\$44.37	\$61,532.43
After 48 Months	\$31.32	\$26.10	\$46.98	\$65,139.51
Lieutenant	\$34.84	\$29.03	\$52.25	\$72,459.74

2015 Hourly Rates * 2 percent increase over 2014

	40 Hr Rate	48 Hr Rate	40 Hour OT Rate	Yearly Salary
0-12 Months	\$24.90	\$20.75	\$37.35	\$51,790.36
13-24 Months	\$26.66	\$22.21	\$39.99	\$55,447.94
25-36 Months	\$28.42	\$23.68	\$42.62	\$59,105.51
37-48 Months	\$30.17	\$25.15	\$45.26	\$62,763.08
After 48 Months	\$31.94	\$26.62	\$47.92	\$66,442.30

ARTICLE XI

LONGEVITY

Section 1. Service Credit is for continuous full-time service in the Township. Per-year service credit compensation for employees shall be derived from the following chart:

Beginning with Year Number:	2013-2014-2015
6	.14
7	.19
8	.24
9	.29
10	.34
11	.39
12	.44
13	.49
14	.54
15	.59
16	.64
17	.69
18	.74
19	.79
20	.84
21	.89
22	.94
23	1.00
24	1.05
25 and over	1.10

ARTICLE XII SICK LEAVE / PERSONAL / EMERGENCY / FUNERAL LEAVE

Section 1. The parties recognize that sick leave is a benefit and abuse will not be tolerated. Each employee will receive 6.92 hours of sick leave, accumulated for every 96 hours worked, per year. An employee shall not accumulate sick leave benefits while on sick leave in excess of four (4) consecutive weeks. New full-time employees, upon hire, shall be provided with a credit of two hundred forty (240) hours to his or her account. Sick leave can be accumulated to a maximum of (1980) nineteen hundred and eighty hours under the 144 hour Schedule K Exemption

Section 2. Employees may use sick leave upon the approval of the Township for the following reasons:

- A. Illness or injury of the employee or his or her immediate family.
- B. Medical, dental or optical examinations or treatment of an employee or his or her immediate family which requires the employee's attendance, which cannot be scheduled outside of normal work hours.

- C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his/her job will jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during postnatal period.
- E. Personal Emergency Days-A Personal Emergency is defined as an excused absence for the purpose of attending to the serious illness of a family member or for the purpose of attending to urgent and unusual personal business. Personal Emergency Days are limited to one (1) twenty-four hour shift, per calendar year and available only to non-probationary, full-time employees.

For purposes of this section, the definition of immediate family shall be: grandparents, mother, mother-in-law, father, father-in-law, daughter-in-law, son-in-law, spouses, son, daughter, step-son, step-daughter, or other person who stands in the place of a parent (in loco parentis).

Section 3. Employees who work 24 hour shifts will only be charged for sick time based on an hour for hour basis under the Schedule K Exemption.

Section 4. Employees are required to complete and sign the request for leave form to request payment. Upon approval of the Township, payment of sick leave benefits will be made. If approval is denied by the Township, the employee shall be notified as to the reason for the denial. If medical attention is required, the employee shall be required to furnish a written statement from a licensed medical practitioner notifying the Township that the employee was unable to perform his or her duties during the period of absence. Falsification of the request for leave form or a physician's certificate may be grounds for disciplinary action, up to and including dismissal.

Section 5. When an employee is unable to report to work, he or she shall notify the Fire Department in accordance with the Standard Operating Procedures no later than one (1) hour before the time he or she is scheduled to report to work on each day of absence, unless the employee has made other arrangements with his/her immediate supervisor. The supervisor or other designated person may contact the employee sometime during the day to discuss the reason for absence. Except where initial notice has been given of anticipated /estimated multiple workday absences, the employee shall give notice to the Township each and every day of his or her continued absence.

Section 6. The Township may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Township, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on disability leave. The cost of the examination shall be paid by the Township.

Section 7. Employees failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action up to and including dismissal.

Section 8. As noted above, employees shall not abuse the benefit provided under this policy. Abuse may include, but is not limited to:

- A. Consistent use of sick leave in conjunction with scheduled time off of any type;
- B. Consistent use of sick leave as it is earned, resulting in and extremely low balance of sick leave as compared to time in service;
- C. Consistent usage of sick leave for periods of one (1) work day or less;
- D. Consistent usage of sick leave for non-specific illnesses; or
- E. The employee being absent more than three 8-hour days or two 24-hour days in any three (3) month period (except for death in the immediate family, hospitalization, institutionalization, illness, or examination/treatment of the employee or immediate family member or utilization of sick leave for purposes of Family and Medical Leave Policy) shall not be counted toward the applicable benchmark.

Abuse may subject the employee to discipline as determined by the Township.

Section 9. An Employee retiring from the Township with at least fifteen (15) years of full-time service with the Township shall be paid a lump sum amount equal to twenty-five (25%) percent of the employee's 48-hour rate multiplied by the accumulated sick leave hours in that employee's account.

Section 10. Sick Leave Extended Payout-Any employee unable to perform his or her normal job because of illness and whose sick leave and eventual return to service is uncertain because of the medical condition, may, within thirty (30) days from the first absence for that illness, elect to received accrued sick leave pay in excess of his initial thirty (30) days at a rate of two thirds (2/3) pay thereby extending the time the employee remains in paid status.

Section 11. Sick Leave Buy Back Program: Any employee hired before January 1, 2009 that has accrued over 1,277 hours of sick leave is entitled to 20% percent payout of the unused amount of sick leave earned in the current year at their base 48-hour rate of the year in which the sick time was earned. This payout is based on the prior year's sick accrual and is paid on the last payroll of the following January. Under no circumstances will the payout be based on more than the hours earned in one year, which is 180 hours. Note the maximum is 36 hours paid each year. Any time paid out under this program will be deducted from the employee's accrual. The Employer shall covert the hours of

any eligible Employee accrued as of December 31, 2012, to reflect the 48 hour work week.

The Sick Leave Buy Back Program referred to above, shall only be applicable to those Employees that had been hired before January 1, 2009. If the Township enters into any subsequent written agreement with any other SERB recognized bargaining unit in the Township during the term of this Agreement, that provides for the Sick Leave Buy Back Program for any new employees hired after the date the subsequent written agreement is executed, then any new Employees of this bargaining unit shall receive the same benefit as provided under said subsequent written agreement, effective after the receipt of notice from the Union.

Section 12. Full-time employees shall be given twenty-four (24) hours off with pay upon proper notification of the Fire Chief or designee on the death of any of his or her immediate family. The twenty-four (24) hours shall be taken close in time to the death. Employee's immediate family shall be defined as:

- | | |
|-------------|-----------------|
| Spouse | Father-in-Law |
| Mother | Mother-in-Law |
| Father | Sister-in-Law |
| Sibling | Brother-in-Law |
| Grandparent | Son |
| Grandchild | Daughter |
| Son-in-Law | Daughter-in-Law |
| Step Child | Step Parent |

The 24 hour shift personnel will take their leave an hour by hour basis based on the twenty four hour rate.

ARTICLE XIII FAMILY MEDICAL LEAVE

Section 1. Purpose. The Family and Medical Leave Act (FMLA) of 1993 permits certain unpaid, job-protected leaves of absence for certain specified family and medical reasons. The purpose of this policy is to set forth the conditions under which an employee may request such leave. To be eligible for these FMLA benefits, the employee must:

- A. Have worked for Bath Township for at least twelve (12) months.
- B. Have worked at least 1,250 hours over the previous twelve (12) month period.

Section 2. Leave Entitlement. An eligible employee may take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- A. For the birth, legal adoption, or foster care of a child;

- B. To care for an immediate family member (spouse, child or parent) with a serious health condition; or
- C. To take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by Bath Township are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth, legal adoption, or foster care of a child and to care for a sick parent / parent-in-law with a serious health condition.

Additionally, leave for birth, legal adoption, or foster care must conclude within twelve (12) months of the birth or placement.

If medically necessary, leave may be taken on an intermittent or reduced leave schedule for a serious health condition of the employee or to care for his or her spouse, child, or parent. If the leave is taken on this basis, the Township may require the employee to transfer temporarily to an alternate position, which better accommodates recurring periods of absence.

Section 3. Scope. The provisions of this policy shall apply to any leave of absence qualifying under the above section except to the extent that such leaves are covered under any other paid employment benefits of policy for any part of the twelve (12) weeks of leave to which the employee may be entitled to under this Policy. If an employee is entitled to paid leave under another benefit plan or policy, or under other provisions of this Agreement, the employee must take the paid leave first. Additionally, an employee must take any vacation that he or she is entitled to prior to any unpaid family or medical leave under this Act.

Section 4. Condition for Medical Leave. The Township will require medical certification to support a claim for any employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For a leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

The Township may require, in its discretion, a second medical opinion, and periodic recertification at its own expense. If that first and second opinion differs, the Township, at its own expense, may require the binding opinion of a third health care provider.

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide twenty (20) days prior written notice the Township. In the case of illness, the employee will be required to report periodically on his or her leave status and intention to report to work. If the need for leave is not foreseeable, the employee must provide notice as soon as practical including

all required certificates, even if such notice and certification is provided after the leave has already commenced.

Section 5. Job Restoration. Upon return from leave, an employee will be restored to his or her job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Section 6. Status of Employee Benefits During Leave of Absence. The Township will maintain insurance coverage for an employee on leave such coverage was provided for before the leave was taken and on the same terms and conditions as if the employee had continued work. Arrangements will be made for an employee to pay his or her share of the insurance premiums while on leave.

An employee's use of leave cannot result in the loss of an employment benefit that the employee earned or was entitled to before using the leave designated by this Policy.

ARTICLE XIV INJURY LEAVE

Section 1. When an employee has been certified by the Ohio Industrial Commission as being temporarily or totally disabled as a result of an injury incurred in the course of his or her employment with the Township, such employee shall be eligible for paid medical leave at the employee's regular rate of pay upon the approval of the township administrator. The employee shall assign and pay to the Employer all wages and similar compensation paid by the Ohio Industrial Commission. Such medical leave shall not exceed the duration of such period of temporary or total disability and, in any event, no more than forty-five (45) calendar days. Such leave may be extended by the Trustees with proper medical certification. Such medical leave shall be retroactive from the first day following the date of disability and any sick days required to be taken by the employee between the date of disability and the certification of his or her claim for temporary disability benefits will be credited to such employee's accumulation of sick days. Any differential between these benefits and the employee's regular rate of pay will not result in any financial loss to the employee, but will be covered by the Township.

Section 2. Any Employee may be assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position, not to exceed ninety (90) calendar days. Availability of light duty will be at the Chief's discretion. If light duty is not available in the fire department, the Employee may be assigned to dispatch, inspection or public education (any shift) if available or the service department, or zoning area and appropriate taking into consideration the injury and release by a Medical Doctor.

ARTICLE XV HOLIDAYS

Section 1. Bargaining unit members will be provided with one twelve hour holiday each month with the exception of Christmas, Thanksgiving, New Years Day, and Fourth of July where they will receive an additional four hours of compensation. The holiday

may be taken in compensatory time, or pay, at the discretion of the employee. All holiday time taken will be hour for hour.

ARTICLE XVI UNIFORM ALLOWANCE

Section 1. As per the fire department policy manual, Personal and Dress Code Regulations, fire department clothing and protective equipment are listed by class.

- A. Class A – Dress Uniform
- B. Class B - Work Uniform
- C. Class C - Emergency Response Clothing

Section 2. The Township agrees to purchase the initial (one) Class A uniform, two initial Class B uniforms (one pair shoes), and one set of Class C clothing, unless the set or any part is damaged beyond repair, while being used on a call for service. The Township will replace Class C clothing if it needs to be replaced for reasonable wear and tear after inspection.

Section 3. A list of authorized uniform/equipment items for Full Time Firefighters is designated as follows. Purchases made pursuant to the above provision are initially for the account of the firefighter. The firefighter’s liability to the township as a result of these purchases is the price less one twelfth (1/12) of the purchase price for each month after the respective purchase. If a firefighter terminates his or her employment for any reason other than death, retirement, or physical disability incurred during the course of employment, a sum representing the unamortized prices of all items purchased must be repaid to the township or be deducted from the firefighter’s termination pay.

All full time firefighters will receive a uniform allowance in the in the amount of \$850.00 per year and the chief will designate an appropriate vendor for purchasing of approved items under this allowance.

Section 4. At any time, but at least once a year, the employee’s uniforms and/or protective clothing are subject to inspection by a fire department officer. Any items that are deemed unsafe and/or out of service will be replaced/repared at the employee’s expense. The employee agrees to keep all uniforms and protective clothing maintained and clean. The employee agrees to keep at least one clean and in service Class B uniform in his or her locker.

Section 5. Any firefighter promoted to a higher rank will receive sufficient upgrades as may be needed to provide such officer with proper identification of new rank.

Class A Uniform

- White dress shirt
- Dress jacket
- Dress hat
- Dress belt

Dress shoes

Class B Uniform

Fire resistive navy blue pants and shirt (short or long sleeve) (Style to be agreed upon by the Fire chief and the Union)

Fire resistive Short or long sleeve polo shirts navy blue t-shirt (long sleeve permitted for cold weather) underneath with approved Bath Fire Department logo on the shirt.

Belt

Shoes – Safety Toe

Socks

Badge

During cold weather, the New York style “job shirt” may be worn over the normal uniform shirt or approved fire resistive crew neck sweatshirt

There may be an occasion for a white Class A shirt with class B pants.

Other accessories to the uniform or personnel protective equipment as approved by the Fire Chief

Class C Uniform

Coveralls

Dress trousers

Turn out coat

Turn out pants

Nomex hood

Suspenders

Turn out boots

Rescue harness

Safety/traffic vest

Rescue squad coat

Turn out gloves

Helmet

ARTICLE XVII

HOURS OF WORK

Section 1. All Firefighters covered under this contract will work under the 207 Schedule K exemption on a 24/48 shift based on a 48 work week. Effective during the first work cycle after January 1, 2013 , all Schedule K 24/48 firefighters will be scheduled to work 48 hours per week on a 21 day cycle. Said 21 day work cycle shall be mutually agreed upon in writing, by the parties. One (1) Earned Day Off (“EDO”) shall be earned during the 21 day work cycle. The extra day off will be determined by the bargaining unit members working 24 hour shifts under a seniority based bid. At the end of his/her shift, the on-duty fire medic will not be released until the fire station is staffed with another paramedic unless excused by an officer in charge.

Section 2. Training time. It shall be the responsibility of each member of the Union to complete required training to maintain the certifications necessary to comply with the job responsibilities assigned to each member. Off duty training shall be at the member's overtime hourly rate. The Chief or his officer staff shall designate certain trainings as mandatory.

Excused absences from mandatory trainings shall follow the same procedures as an absence from regular work. Members should be given thirty (30) days advance written notice for mandatory trainings, when possible, unless mutually agreed otherwise.

ARTICLE XVIII VACATION

Section 1. Paid vacation shall be provided in accordance with the following schedule based on the Schedule K Exemption:

Years of Service	Annual Vacation
After 1 year	Two (2) Weeks or 120 hours
After 5 years	Three (3) Weeks or 180 hours
After 12 years	Four (4) Weeks or 240 hours
After 20 years	Five (5) Weeks or 300 hours
After 25 years	Six (6) Weeks or 360 hours

Section 2. Vacation shall be accrued at the 48 hour rate of pay and taken in hour for hour increments .

Section 3. Eligibility for vacation time off is determined by the schedule in effect as of the person's employment anniversary date and shall be taken during the course of the person's employment anniversary date. Any changes in scheduled vacations are subject to the Fire chief's approval.

Section 4. All vacation time for the year shall be scheduled in the previous December of the accrual year.

Vacations shall be taken only after having completed one (1) year of service to the Township. New full-time employees are entitled to two (2) weeks vacation upon completion of one (1) year's service. This vacation may be scheduled and taken after the first anniversary date of their employment and before the end of the second calendar year of employment.

Vacations are not cumulative and shall not be postponed until the following anniversary year unless there have been exceptional circumstances which cause postponement. In such cases, a request for a holdover must be made by letter and must be approved by the Fire Chief and the Township Administrator. All leave carried over must be taken within the first three (3) months of the next anniversary year, and shall be compensated at the rate of pay in effect at the time such leave was earned.) Vacation not

scheduled within the accrual year will be taken only when the time off does not result in overtime expense to the Township.

Absence due to sickness, injury or disability in excess of the time authorized for such purpose, may, at the request of the Employee, and with the approval of the Fire Chief be charged against vacation leave.

Retired or deceased Employees shall be entitled to vacation for the months worked. The vacation pay shall be computed on the basis of: the actual vacation for the prior year earned pursuant to Section 1 above, and one-twelfth of their entitled vacation as determined by above hereof for each month in which the Employee actually worked a minimum of eighty five hours. In the instance of deceased Employees, the vacation pay shall be made payable to the deceased's estate.

On termination of employment, the Employee shall be paid for unused vacation balance, including unused vacation, properly approved, from the prior year. It is the declared intention thereof that terminating Employees may qualify for no more than the prior year's unused approved vacation and the prorated vacation credit based on the portion of the current year's service earned as of their date of termination.

ARTICLE XIX OVERTIME

Section 1. Overtime shall be paid to employees who work in excess of their regularly scheduled workweek. Employees shall elect either to be paid for overtime, at the rate of time and one half (1 1/2) the individual's 40-hour rate, or given compensatory time off in the amount of one and one half (1 1/2) hours of compensatory time for each hour worked in excess of the regularly scheduled workweek.

Section 2. During the term of this Agreement, the amount of compensatory hours accrued shall be within the following maximums:

Year	Maximum Allowed Accrual of Hours
2013	120 hours
2014	120 Hours
2015	120 Hours

Any compensatory time that may have accrued beyond these limits will either be promptly taken in time off, or paid, at the employee's discretion. Based on the accrual balance as of December 1 of each year of the contract, any accrual balance of over forty eight (48) hours will be paid to the firefighter as hours worked.

Section 3. Employees shall be guaranteed one (1) hour of pay or compensatory time for each call answered while off duty, and increments of one-quarter (1/4) hour for any time spent in excess of one (1) hour. Pay shall be at the rate of time and one half (1 1/2) the individual's 40-hour rate.

Section 4. Employees who work 24-hour shifts will be charged for compensatory time hour for hour.

Section 5. Employees will be paid in extension of duty time in increments of 15 minutes.

Section 6. Shift Trades. Employees shall have the right to exchange shifts in increments of four hours provided the Township incurs no additional costs (overtime-compensatory) as a result of the trade. Requests for use of trade shall be submitted to the Fire Chief or his designee for approval or disapproval.

Section 7. Only one Full Time Firefighter will be permitted off on compensatory time at any given instance

ARTICLE XX GRIEVANCE PROCEDURE

Section 1. Definitions. A "grievance" is a dispute between the Township and the Union, or an employee or group of employees as to the interpretation, application, or alleged violation of a specific provision of this Agreement. Both parties agree that all grievances should be dealt with promptly and should encourage informal settlement of disputes.

Section 2. Who may bring grievances. A "grievance" may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member of the group in the same manner, the grievance may be filed by one of the affected members, but shall state the name of each affected member. In addition, the Union shall have the authority to file a grievance provided that the issue affects all bargaining unit members.

Section 3. Time Limits. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or not advanced from one step to the next by the Union or employee within the specified time limit shall be considered dismissed with prejudice. Failure at any stop of this procedure to communicate the decision on a grievance the Township within the specified time limits shall permit the employee to lodge an appeal at the next stop of the procedure. Any time limits within this Article may be extended by the mutual written agreement of the Township and Union.

Grievance Information:

Beginning at Step 2, all grievances must contain the following information to be considered and must be filed, using the grievance form mutually agreed upon by both parties.

- A. Aggrieved employee's name and signature.

- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident, giving rise to the grievance.
- H. Specific Articles and Sections of the Agreement violated.
- I. Resolution requested.

Grievance Steps. For the purpose of this Article, the work "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union.

Step One: A grievance must be reported orally within ten (10) days of the occurrence giving rise to the dispute to the Fire Chief, or his designee, of the Fire Department. The grievant may be accompanied by a Union representative if the grievant so requests. If the grievant is not resolved by the first step, it shall move to step two.

Step Two: If a grievance is not settled at the first step, the Union or the aggrieved shall reduce the grievance to writing. The written grievance must be presented to the Chief, or his designee, with a copy to the Township Administrator, within ten (10) days after the occurrence, giving rise to the dispute. The Fire Chief, or his designee, shall reply in writing within ten (10) days after the receipt of the written grievance.

Step Three: If the grievance is not settled at step two, the Union may appeal, in writing, to the Bath Township Board of Trustees. Such appeal must be submitted within ten (10) days after receipt of the step two reply or within ten (10) days of expiration of the Chief's allotted time for reply. The Board of Trustees shall reply in writing to the Union within thirty (30) days of receipt of the grievance. In grievances concerning discipline, the Township Trustees shall have the power to affirm the decision rendered at Step 2, or reduce the discipline imposed by the Chief. The Township Trustees shall have authority to modify but not increase the discipline rendered.

Step Four: If the grievance is not resolved at step three, the Union may, within thirty (30) days, request in writing that the grievance be submitted to arbitration.

ARTICLE XXI

ARBITRATION

Section 1. Selection of Arbitrator. No later than fifteen (15) days after a notice to arbitrate is given, representatives of the Township and the Union shall confer to mutually agree upon an arbitrator who, unless otherwise agreed, shall be located in the northeastern Ohio area. If unable to agree upon an arbitrator, the party requesting arbitration shall request a panel of fifteen (15) arbitrators from the Northeastern Ohio area from the American Arbitration Association (AAA).

Section 2. Arbitration Procedures:

- A. Within five (5) days after receipt of the panel of arbitrators, the parties shall meet or confer to select an arbitrator. Each party shall alternately strike one name from the list, with the last remaining name designated as the arbitrator to hear the dispute in question. The party requesting the arbitration shall be the first to strike a name from the list.
- B. All procedures relating to the hearing before the arbitrator shall be conducted pursuant to the applicable rules of AAA.
- C. The fees and expenses of the arbitrator will be borne by the party losing the grievance. If the decision does not affirm the position of either party, the fees and expenses of the arbitrator will be split equally between the parties. The cost of the hearing room, if any, shall be split equally by the parties. All other expenses, including the cost of attendance witnesses, representation, purchase of transcript of proceedings, or other incidental expenses shall be borne by the party incurring them.
- D. The arbitration hearing will be held at the Bath Township Hall, or a mutually agreeable location. A Union representative or employee witnesses shall be able to participate in the arbitration hearing, while on duty, with the permission of the Fire Chief. In such case, the employee shall not lose pay for time spent in the hearing.
- E. The arbitrator shall hold the necessary hearings promptly and issue his decision and award in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties, subject only to judicial review as provided in the Ohio Revised Code Chapter 2711.
- F. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter the specific Warren Provision of this Agreement or the language contained therein in arriving at a determination. The arbitrator shall not make any award requiring the commission of any act prohibited by law. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues(s) not submitted to him, or to submit observations or declarations or opinions, which are not directly essential in reaching a determination.
- G. It is agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provision of this Agreement are the exclusive remedies for the resolution of grievances.

Section 1. When an employee of the Fire Department is required to travel in the performance of his duties whether to attend mandatory training or seminars outside Bath Township, to attend official hearings, or any other task or responsibility arising from his employment (other than commuting between home and work or responding off-duty to an emergency call), the employee shall, at the Township's sole discretion, either be furnished a departmental vehicle or be reimbursed for the use of his private vehicle. The rate shall be at the current federal level established by the Internal Revenue Service and reimbursement will be conditioned on appropriate proof of the mileage traveled and the purpose of the travel.

ARTICLE XXIII

LABOR MANAGEMENT MEETINGS

Section 1. In the interest of harmonious labor/management relations, the Township and the Union will hold labor/management meetings when mutually feasible during the term of this Agreement upon the request of either party, but not more than once per calendar quarter unless otherwise mutually agreed. The meeting shall be at a mutually agreed upon time, place, and date. The purpose of the meeting(s) shall be to discuss terms of interest to the Township, the Union and its membership, including those items set forth in the next section, which are not recognizable under this Agreement's grievance procedure. An agenda of matters to be taken up at the meeting shall be submitted by either party at least forty-eight (48) hours in advance of such meeting and topic discussed shall be confined to those included in the agenda. No more than four (4) representatives of the Township or the Union shall participate in any one joint labor/management committee meeting.

Purpose of Meetings:

The purpose of such meeting may include:

- A. Discussing the administration of this Agreement
- B. Notifying the Union of changes made by the employer, which affect bargaining unit members
- C. Discussing the grievances, which have not been processed beyond step three of the grievance procedure but only when such discussions are mutually agreed to by the parties
- D. Disseminating general information of interest to the parties
- E. Discussing ways to increase productivity and improve efficiency
- F. Giving the Union representative the opportunity to share the view of their members on topics of interest to both parties
- G. Considering and discussing health and safety matters relating to employees

Labor /management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE XXIV

PHYSICAL FITNESS

Section 1. Employees shall be permitted to use the physical fitness workout room facility while on duty in accordance with the policy set forth by the Fire Chief. General Regulations set forth by the Township will be adhered to by the bargaining unit members wishing to use the facility.

ARTICLE XXV JURY DUTY / COURT TIME

Section 1. If an employee is subpoenaed to appear in court as a result of his or her employment with the Township, the employee shall be compensated for the court appearance during off-duty (non-scheduled) hours. Compensation shall include travel time to and from the appearance to the nearest one quarter (1/4) hour or fraction thereof. Compensation paid pursuant to this Article shall be at one and one half (1 1/2) times the bargaining unit member's 40 hour rate. In no event will payment be less than four (4) hours straight time pay.

Section 2. Employees called for jury duty shall be released from work, with pay, for the duration of the jury duty assignment. Any pay received by the employee for jury duty shall be turned over to the Township.

ARTICLE XXVI DISCIPLINE / CORRECTIVE ACTION

Section 1. Township Rights. The Township shall have the right to discipline any non-probationary employee for just cause.

Section 2. Discipline Procedure and Process. All discipline shall be subject to the grievance and arbitration process as provided in this Agreement.

Section 3. Notice. Non-probationary employees may not be disciplined without a pre-disciplinary hearing. Prior to any discipline being issued, the employee affected shall be provided with notice of the proposed charges, notice of the proposed penalty, and his or her rights to union representation. A pre-disciplinary hearing shall then be scheduled, during which the employee shall have the opportunity to present reasons why the discipline should not be issued. The employee shall be entitled to representation during the pre-disciplinary hearing.

Section 4. If the Township determines that it is in the best interest of the Township to suspend an employee prior to the completion of the pre-disciplinary hearing, the employee may be suspended with pay. The period of the suspension shall not be considered disciplinary action.

ARTICLE XXVII LAYOFFS AND RECALL

Section 1. Reduction of Work Force. Whenever the Township determines that a reduction in the work force or the elimination of a job classification is necessary or

desirable due to lack of work or lack of funds, employees of the Fire Department shall be laid off in the following order:

- A. Full-time probationary employees;
- B. Full-time non-probationary employees.

Section 2. Employees shall be laid off by seniority within rank, as determined by the Township. However, employees above the rank of Fire Fighter or Fire/Medic may bump an employee in a lower rank with less Township seniority.

Section 3. Notice of fourteen (14) days shall be given to an employee who is laid off. At the option of the Township, pay in lieu of notice may be given.

Section 4. Employees shall be eligible for recall for the short of 24 months or the length of their full time employment with the Township. Written notice of recall from layoff shall be sent to the employee's last known address by the Township, by certified mail, return receipt requested. An employee must contact the Township within ten (10) days following the date on which the notice of recall is mailed and must be willing and able to return to work within fourteen (14) days following the date on which the notice of recall is mailed, unless the Township, in its sole discretion, grants the employee a longer period of time in which to return to work.

Section 5. Employees displaced by a reduction in force shall receive all earned but unpaid wages on the next regularly scheduled pay day as well as payment for all accumulated but unused compensatory time at their regular rate of pay received by the employee at the time of his/her layoff. If an employee's layoff exceeds twenty-six (26) weeks, then he/she shall be entitled to receive, upon request, all accrued but unused vacation pay.

Section 6. The Township shall not use a part-time employee to work the shift of a full-time employee on layoff status.

ARTICLE XXVIII PROMOTIONS

Section 1. The Township shall conduct promotional tests for positions up to and including the rank of Lieutenant. The Township shall have the right to select the type of promotional test to be administered, whether written, physical, interviews, or assessment center or any combination thereof. The test shall be prepared by an independent testing agent selected by the Township.

Section 2. The Township shall post notice of the promotional exam at least two months prior to the testing date. The notice of promotional examination shall contain, among other information determined by the Township: (1) a list of suggested books and literature to assist applicants in preparing for the test, said list to not be exclusive, (2) identification of the total passing score to be achieved in order for an applicant to be placed on the promotional eligibility list, and (3) the weight to be given to each component part of the promotional exam in calculating the total passing score.

Section 3. Applicants for promotional examinations shall be limited to bargaining unit members, unless there are fewer than three applicants eligible to take the promotional test. Applicants will be limited to bargaining unit members with at least two years of full time service with Bath Fire Department.

Section 4. Within 30 days after the results of the promotional examination are announced, an eligibility list containing the names of all persons who pass the examination shall be certified and placed upon the eligibility list. The names shall be ranked, with the highest ranking candidates listed first. The Fire Chief, with the approval of the Trustees, shall select one of the three highest ranking candidates on the eligibility list for appointment to the position. The eligibility list shall remain in effect for one (1) year unless mutually agreed to extend the list for one (1) additional year.

Section 5- Any firefighter that wants to be eligible for promotion to lieutenant or above ranks, shall be enrolled in a post-secondary education program that will result in an associate or bachelor degree:

>For contract year 2013 bargaining members shall be enrolled in a program by December 31,2013.

>For contract year 2014 bargaining members shall be 25% complete of a program by December 31,2014.

>For contract year 2015 bargaining members shall be 50% enrolled in a program by December 31,2015.

(Note: percentages are based off an associate degree program)

ARTICLE XXIX

INSURANCE

Section 1. Full Time Employee Health Care-Medical Insurance. The Township employer contribution shall be the same as that for non-bargaining unit Township employees as established by the Employer for the years' 2013-2014-2015. For the years 2013-2015, if the Township increases or decreases the "Township Employer Contribution" for health insurance for other township employees, IAFF members will be provided the same amount of health care contribution. If the Township elects to significantly alter the level of coverage the Township will seek input from all employees including IAFF members. If the Township finds that a wellness program is available that provides for reduced costs for all township employees, the IAFF will work to implement the program.

Section 2. Any time a circumstance occurs which changes the insurance coverage eligibility (i.e. marriage, divorce, birth of child, etc.) for a covered employee and/or family member, the employee shall notify the Bath Township Insurance Coordinator, in writing, with appropriate documentation, of such change within ten (10) days of the event so the appropriate changes may be made to ensure proper insurance requirements and timelines are met.

Section 3. The Township shall deduct the employee's contribution for medical insurance premiums from pre-tax dollars pursuant to a Section 125 Plan subject to IRS regulations.

ARTICLE XXX DURATION

Section 1. This Agreement shall be effective upon ratification and shall expire on December 31, 2015.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice to such intent no earlier than one hundred and fifty (150) calendar days and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be Certified Mail, return receipt requested. The parties shall attempt to commence negotiations within two (2) calendar weeks after receipt of such notice.

ARTICLE XXXI SHIFT SUPERVISOR

Section 1. Any firefighter performing the duties and assuming the responsibility of a Shift Supervisor (i.e. when there is no other officer on duty), shall be compensated for all hours worked as the Shift Supervisor, at an additional rate of \$2.75 per hour.

ARTICLE XXXII RESIDENCY

Section 1. All members of the bargaining unit, hired after January 1, 2004, shall reside within five (5) miles from Bath Township Administration building located at 3864 W. Bath Road if the members want to respond to off-duty calls. If the members do not wish to respond to off-duty calls, there shall be no limitation on their residence. Members of the bargaining unit who were employed by Bath Township on the date of execution of this Agreement shall have no limitations placed upon their residency.

ARTICLE XXXIII ALCOHOL AND DRUG TESTING

Section 1. Bath Township has a strong commitment to the health, safety, and welfare of its employees, their families, and its residents. The Board of Trustees declares that the workplace is a drug free workplace as prescribed by federal laws. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, employers, and the community at large.

- A. Bath Township is concerned that, in the event of substance abuse among employees, the safety of employees and the general public could be endangered. Bath Township's commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.

- B. It is the goal of Bath Township to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This goal is in the best interest of our employees and the general public.
- C. The parties recognize that there are certain, limited circumstances which can occur in conducting legitimate emergency medical service activities, in which it is appropriate for an employee to handle alcohol or controlled substances. This policy is not intended to apply to and/or hamper lawful drug and/or alcohol activities in connection with department-authorized training and/or administering of medications in connection with an employee's assigned duties.

Section 2. The Fire Chief or his/her designee is responsible for implementing and communicating these standards. Any questions regarding these policies or procedures should be directed to the Fire Chief or his/her designee, as appropriate.

Section 3. Employees are encouraged to voluntarily admit problems with drugs and/or alcohol prior to violating this policy. Employees who voluntarily admit problems with drugs or alcohol prior to violating this Policy will not have their job security or promotional opportunities jeopardized by a first request for treatment. Employees should not read this to mean that a first request for treatment will automatically excuse them from discipline or discharge where the Township initiates corrective action for violation of this policy and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Township's initiation of corrective action. An employee shall not be disciplined for first time admission of drug or alcohol dependency if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

- A. It will be the responsibility of the employee to comply with the Township's referral for diagnosis and it is also the employee's responsibility to cooperate with the prescribed treatment.
- B. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the time absent for testing.
- C. An employee who participates in a rehabilitation program may use his or her accrued sick leave, vacation leave and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.
- D. Rehabilitation programs are designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, acquire, or dispense, drugs.

Section 4. This Policy applies to all employees of the Township while on the job and to situations in which an employee's off the job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, Bath Township. Although the Township respects the private life of its employees, the Township recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job performance. The Township wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public, as well as themselves.

Section 5. Employees are prohibited from engaging in the following:

- A. Reporting to duty or remaining on duty while having an alcohol concentration of 0.02 level or greater utilizing blood testing or 0.02 BAT Level Concentration or greater utilizing BAT breath testing.
- B. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform their assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working and that approval is submitted to the Township);
- C. Testing positive for illegal controlled substances;
- D. Possessing alcohol or illegal controlled substances while on duty.
- E. Using alcohol or illegal controlled substances while on duty.
- F. Refusing to submit to a reasonable suspicion, return-to-duty, or follow up alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting, or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging other conduct that obstructs the testing procedure.
- G. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, which the employee has enrolled in pursuant to this Policy.
- H. Testing positive at any time following return to work; or
- I. Failing to execute a medical release and/or authorize disclosure to the Township of the employee's positive substance abuse test results and/or progress reports with regard to the employee's participation in a rehabilitation program.

Section 6. If an employee violates any of the prohibitions listed in the above section, the following consequences will result:

- A. The employee may be disciplined up to and including dismissal. Discipline shall be subject to Article XXVI of this agreement;
- B. The employee may be reassigned;
- C. The employee will be provided with information regarding the services available for alcohol and substance abuse;
- D. The employee shall be referred for an evaluation by a substance abuse professional, if it is the employee's first violation. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12) month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

An employee shall be referred to testing for alcohol and/or controlled substances under the following circumstances:

- A. Pre-employment testing: Prior to the first time an employee performs official duties for the Township, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.
- B. Reasonable suspicion testing: A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training.
- C. Return-to-duty testing: Before an employee who has been off work for abuse may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 level utilizing blood testing or 0.02 BAT Level Concentration utilizing BAT breath testing if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.
- D. Follow-up testing: When an employee has been found to be in violation of conduct prohibited in the above section, and the employee is not terminated, the employee may be subject a to minimum of (3) unannounced follow-up tests in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty.
- E. Post Accident testing: If an employee, during the course and scope of his or her duty, is involved in an accident, then as soon as practical following: (a) an accident in which a fatality occurs, (b) an accident in which an injury is treated

away from the scene and the employee receives a citation for a moving violation arising from the accident, or (c) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident, the employee shall be tested for alcohol and controlled substances.

Section 8. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Township and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Township and the laboratory shall include an evidentiary chain of custody, control, and split sample collection and testing. The testing facility shall collect enough of a specimen that a second test from an additional laboratory can be undertaken. That second specimen shall be held in custody of the testing facility. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employee.

Each urine specimen may be tested for the following controlled substances:

Substance	Initial Screening Level	Confirmation Level
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate Metabolites	2,000 ng/ml	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Section 9. Should the Substance Abuse & Mental Health Services Administration (SAMHSA) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes.

Section 10. The Township shall designate one (1) or more health clinics, emergency medical care centers or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics, emergency medical care centers or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests.

Section 11. Each employee shall execute medical releases when requested to do so by the Township and/ or substance abuse testing agency. Except as otherwise provided by state or federal law, or with the permission of the employee, such releases shall only authorize the disclosure to the Township of the employee's drug and alcohol test results and the employee's progress reports with regard to the employee's participation in a rehabilitation treatment program. However, in a grievance or other legal proceeding initiated by or on behalf of an employee involving the positive results of a substance abuse test, the Township may disclose information obtained by it pursuant to this Policy to the decision-maker(s) without a release from the employee, unless otherwise prohibited by law.

Section 12. This policy is not to be utilized for criminal law enforcement purposes. However, nothing in this policy shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation, and the procedures of this policy would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

Section 13. All supervisors shall receive initial training upon implementation of this policy and receive training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow up.

Section 14. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

Section 15. The Township reserves the right to alter or revise the above at its option at such time as a suitable random drug test policy is available from the Ohio Bureau of Workers Compensation, provided that said suitable random drug testing policy is in place and implemented for all other full time employees of the Township.

ARTICLE XXXIV Miscellaneous

Section 1. Each Employee hired after the effective date of this Agreement, as a condition of his/her employment by Bath Township, shall reimburse the Township for any training or education expense incurred on his or her behalf outside of regularly scheduled Thursday evening Department trainings and re-certification training for EMT-P and Firefighter 1-C, if such Employee leaves the employment of the Township within three (3) years following the completion of that training.

Section 2. NEPOTISM

Employing Related Personnel

Bath Township follows and shall observe fair and equitable hiring practices in all cases. All persons responsible for hiring shall avoid any act or practice that might be interpreted as preferential consideration shown a relative. There are four (4) situations that will prevent the hiring of a relative of a current employee:

1. If one relative would supervise or have disciplinary authority over another.
2. If one relative would audit the work of another.
3. If the interest of either the relative and the employee, or the relative and the Township, would be in conflict.
4. If the hiring of relatives could result in a conflict of interest with Township service providers and/or service contractors.

Supervising Related Personnel

The Township will utilize the following guidelines to avoid any actual or apparent conflict of interest:

- An employee is not permitted to work in a position where his or her supervisor, or a supervisor's supervisor, is a relative. A relative includes a father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, grandson, or granddaughter or any step-relative sharing the same relationship as a blood relative.

An employee is not permitted to have any influence over the wages, hours, benefits, career progress and/or any other terms and conditions of employment of related Township employees. The Township has the right to take any action necessary to eliminate any influence one relative may have over another relative's employment with the Township.

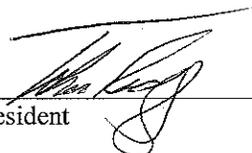
If such a situation is created through promotion, transfer or marriage, an accommodation acceptable to the Township will be made. If no acceptable accommodation can be made, then the Township has the discretion to cancel any promotion or transfer. Termination is to be a last resort. No employee who meets current standards of performance and behavior shall be terminated if a transfer or other alternative is possible.

If two (2) employees marry, they will be subject to the considerations as described above, unless state law or judicial decisions dictate otherwise. No currently-married employee(s) will be transferred as a result of the adoption of this policy.

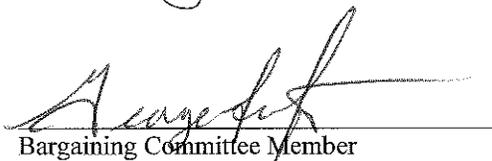
End of Agreement.

EXECUTION

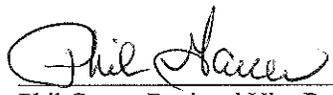
FOR THE BATH PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL 4130
AFL-CIO



President



Bargaining Committee Member



Phil Gauer, Regional Vice President, IAFF

FOR BATH TOWNSHIP
BOARD OF TRUSTEES



Becky Corbett, President



Sharon Troike, Fiscal Officer

BATH TOWNSHIP
OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM

Name of Employee Observed: _____

Hire Date: _____ Supervisor: _____

Date of Observation: _____

Time of Observation: From _____ am/pm To _____ am/pm

Observed personal behavior (check all appropriate items):

Speech	Awareness	Balance	Walking & Turning
<input type="checkbox"/> Normal	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal
<input type="checkbox"/> Incoherent	<input type="checkbox"/> Confused	<input type="checkbox"/> Swaying	<input type="checkbox"/> Stumbling
<input type="checkbox"/> Confused	<input type="checkbox"/> Sleepy	<input type="checkbox"/> Staggering	<input type="checkbox"/> Swaying
<input type="checkbox"/> Slurred	<input type="checkbox"/> Paranoid	<input type="checkbox"/> Falling	<input type="checkbox"/> Arms Raised for Balance
<input type="checkbox"/> Whispering	<input type="checkbox"/> Lack of Coordination		<input type="checkbox"/> Falling
<input type="checkbox"/> Silent			<input type="checkbox"/> Reaching for Support

Description of other observed actions or behavior indicative of possible drug use (be specific):

Observing Supervisors(s) or Township Official(s):

Name	Title	Date
_____	_____	_____
_____	_____	_____

This form must be prepared each time a person is suspected of drug or alcohol use by actions, appearance, or conduct while on duty. It must be produced and signed within 24 hours of observed behavior or before results of the drug test are released, whichever is earlier.