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**AGREEMENT BETWEEN**

**THE BOARD OF TOWNSHIP TRUSTEES,  
MILAN TOWNSHIP, CLERMONT COUNTY, OHIO**

**AND**

**LOCAL 3412,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**SERB CASE NO.  
2013-MED-10-1474**

**Effective Through  
December 31, 2016**

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**ARTICLE 1  
PREAMBLE/PURPOSE**

**Section 1.1.** This Agreement, entered into by the Board of Trustees Of Union Township, Clermont County, Ohio, hereinafter referred to as the “Employer”, or the “Board”, and the International Association of Firefighters, Local 3412, hereinafter referred to as the “Union”, has as its purpose the following:

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

**Section 1.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties, and all prior agreements, either oral or written, individual or collective are hereby canceled.

**ARTICLE 2  
RECOGNITION**

**Section 2.1.** The Employer recognizes the Union as the sole and executive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 92-REP-02-0021, on August 13, 1992, as follows:

- |           |   |
|-----------|---|
| Included: | Firefighters, Lieutenants, and Captains   |
| Excluded: | All management level employees, including Fire Chief, Firefighters with rank above Captain, confidential employees, non-firefighter professional employees, part-time employees, and other employees. |

**ARTICLE 3  
UNION SECURITY**

**Section 3.1.** The Employer agrees to deduct, from the employees covered by this Agreement, regular Union dues and fees at such intervals as the individual employees notify the Employer as proper. The deduction shall be made from wages earned each pay period and shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any

employee unless and until the Union furnishes to the Fiscal Officer a payroll deduction form signed by the bargaining unit member authorizing the deduction. The Employer agrees to furnish to the Union once a month a warrant in the aggregate amount of the deductions made for that pay period along with a listing of the employees for whom deductions were made. The term “dues and fees,” as used in this Article include Union initiation fees and assessments.

**Section 3.2.** The Employer agrees to honor the check off authorization during the term of this agreement unless and until notified in writing by employees that they have withdrawn from the membership and revoked their authorization.

**Section 3.3.** The Union agrees to hold harmless the Employer in the event of any legal controversy with regards to its application of this Article.

**Section 3.4.** The dues and fees deducted by the Employer shall be delivered to the Treasurer of IAFF Local #3412. This individual’s name will be furnished to the Fiscal Officer in writing by the Union.

## **ARTICLE 4 UNION REPRESENTATION**

**Section 4.1.** Non-employee representatives of the Union shall be admitted to the Employer’s facilities for the purpose of processing grievances or attending meetings as permitted herein with prior approval. Upon arrival, the Union representative shall identify himself to the Chief or Assistant Chief.

**Section 4.2.** The Employer shall recognize four (4) Union members as executive board officers designated by the employees of the certified bargaining unit and approved by the Local, to act as Union representatives for the purposes of representation as outlined under this Agreement.

**Section 4.3.** No employee shall be recognized by the Employer as an Union representative until the Union has presented the Employer with written certification of that person's selection as a Union representative by the employees of the certified bargaining unit.

**Section 4.4.** Rules governing the activity of Union representatives are as follows:

- (1) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- (2) The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the Employers property, provided that in each and every instance where such time is required, only one (1) representative is assigned to the grievance. The representatives shall process all grievances during non-working hours, if possible. When processing of grievances must be done

- during working hours, the time allocated for such processing will be scheduled by the Chief or Assistant Chief in cooperation with the president of the local.
- (3) Any Union employee or official shall cease unauthorized activities immediately upon the request of the Fire Chief or Township Administrator.

**Section 4.5.** The Employer agrees to allow Union bulletin boards measuring 3' x 4' for the purpose of allowing the Union to post notices relating to the affairs of the members of the bargaining unit. All materials will be initialed by the Union President. No obscene, immoral, political, or controversial matter may be posted. The board will be kept neat and orderly. One (1) bulletin board will be allowed in each station house.

**Section 4.6.** The Union shall be allowed to conduct Union meetings on Fire Department property with prior approval of the Fire Chief or his designee.

**Section 4.7.** Union Business Leave: An employee acting as Local President shall be granted administrative leave for seventy-two (72) hours per year, without loss of pay or benefits for the purpose of discharging his official representational duties as Local President. The President may designate another representative to use any portion of the above said leave. When Union leave is utilized, the President of the local shall submit notice of and reason for said leave to the Fire Chief or his designee a minimum of twenty-four (24) hours in advance.

**Section 4.8.** The local Union officers will have access to and use of the Township computers and voice mail for purposes of email or voice messaging with the approval of the Fire Chief or his designee. The use will be approved as long as the message is not obscene, immoral, political, or controversial. This will be at no cost to the Union. The Union recognizes that the email and paging systems are a public record and shall be treated as such.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**Section 5.1.** The Employer reserves the right to manage Township business – direct the working forces, control the premises, and maintain efficiency of operations. Specifically, those rights include, but are not limited to, the following:

- (1) To hire, discipline, suspend, terminate, or reduce in pay or position any Township employee.
- (2) To lay off employees and abolish positions for lack of work, lack of funds, and/or reorganization.
- (3) To promote, transfer, and select employees to fill job vacancies.
- (4) To reorganize, discontinue, or enlarge any operation as deemed appropriate.
- (5) To choose and introduce new and/or improved equipment facilities and work methods.

- (6) To classify, reclassify, establish, alter, consolidate, or abolish jobs except as expressly prohibited by Township Policy and Administrative procedures.
- (7) To determine the size and number of employees of the work force, the number of work shifts required, hours of employment, and work schedules.
- (8) To schedule overtime as well as to determine the amount required.
- (9) To determine the assignment of employees, areas worked, and qualifications required, except as limited by Township Policy and Administrative Procedures.
- (10) To add, delete, amend, and/or revise policies and procedures within jurisdiction.

## **ARTICLE 6**

### **SAFETY**

**Section 6.1.** The Employer has established a Health and Safety Committee consistent with the guidelines of the Ohio Bureau of Workers Compensation, including Ohio Administrative Code Section 4123-17-18. The establishment of the Health and Safety Committee is set forth in the Union Township Personnel and Policy Manual and will apply to all Union Township employees. This committee shall meet upon the request of either party.

**Section 6.2.** The Employer agrees to include representation by the bargaining unit on such Committee.

**Section 6.3.** The employer and the Union agree that an employee shall not be disciplined for refusing to use defective equipment, which would, if used, present a real and present danger to the physical safety of the employee, his fellow workers, or the general public. An employee who discovers a defective piece of equipment or any other safety hazard shall report it immediately to his supervisor. It is understood that this Article does not apply to safety hazards, which are inherent in the nature of firework.

**Section 6.4.** The Township shall meet and consult with the Local prior to changing any items of personal protective equipment to be provided by the Township. Such items shall include, but not be limited to, helmets, gloves, flashlights, turn out coats, boots, SCBA's, respirators, monitoring equipment, apparatus, and EMS equipment and vehicles.

**Section 6.5.** The Township recognizes that initial emergency scene operations are critical to the outcome of the event. Interior structural firefighting shall not be allowed until four (4) firefighters are present, unless there is a known immediate threat to life and the rescue can be effected safely. It is understood that this applies to a fire situation that is beyond the incipient stage. No fire station shall be manned by less than two (2) firefighters. Daily staffing will not fall below 12 full time personnel which include all firefighter, lieutenant and captain positions.

## **ARTICLE 7 NON-DISCRIMINATION**

**Section 7.1.** Neither the Employer, its agents, agencies, nor officials, nor the Union or its agents, or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, political affiliation, national origin, disability, or ancestry of any person.

**Section 7.2.** The Employer and Union agree not to interfere with the desire of any person to become or refrain from becoming or of being represented by or refusing to be represented by a member of the Union. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

**Section 7.3.** The Employer shall not discriminate against any employee because of that employee's activity as an officer, steward, representative, or in any capacity on behalf of the Union.

**Section 7.4.** All references in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 8 LABOR/MANAGEMENT MEETINGS**

**Section 8.1.** In the interest of sound labor/management relations, the Employer shall establish a Labor Management Committee, to include the Township Administrator and the bargaining unit's Labor Management Committee. The Committee shall include six (6) members. Two (2) members shall be appointed by the Township Administrator and three (3) members appointed by the Local President. The LMC shall meet on the First Monday (excluding holidays) of each month at the Civic Center or other mutually agreed upon location, for the following purposes:

- (1) To disseminate general information of interest to the parties;
- (2) To give the representatives the opportunity to share the views of their members and/or suggestions on the subject of interest to their members;
- (3) To discuss ways to improve efficiency and increase productivity within the work units;
- (4) To promote harmonious relations between the Employer and the Union in the best interest of the community;
- (5) To discuss safety and health issues of the work units including PPE, turn out gear, SCBA, masks, etc.; and
- (6) To discuss proposed changes or improvements to living spaces and self-help projects to improve the fire station (s); and
- (7) To discuss items of concern of either party.

**Section 8.2.** The party requesting the meeting shall furnish an agenda to the other party not less than five (5) business days in advance of the meeting. (Business days shall exclude holidays and

weekends). Issues requiring a response will have a written response within 15 days following the meeting.

**Section 8.3.** Special Labor/Management meetings may be mutually agreed to. Nothing in this Article prohibits informal, round-table discussions.

## **ARTICLE 9 PROBATIONARY PERIODS**

**Section 9.1.** All new hire employees shall serve an initial probationary period of one (1) year from the date of hire. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

**Section 9.2.** Any employee who has successfully completed his initial probation and is promoted into another bargaining unit position, which is higher in pay, shall serve a one hundred eighty day (180) probationary period in the new position. If the employee's performance is unsatisfactory in the new position, he shall be returned to his former position, or to the next available position for which he is qualified.

## **ARTICLE 10 SENIORITY**

**Section 10.1.** Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent, full-time employee in the service of the Township.

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day, full-time, the employee reported for work.

**Section 10.2.** The following situations shall not constitute a break in continuous service:

- (1) Absence while on approved sick leave, family and medical leave, or disability leave;
- (2) Military leave; and
- (3) A layoff of twenty-four (24) months or less.

The following situations constitute breaks in continuous service for which seniority is lost:

- (1) Discharge for just cause;
- (2) Retirement;
- (3) Layoff of more than twenty-four (24) months;
- (4) Failure to return to work within fourteen (14) calendar days following the date of mailing of the recall notice;

- (5) Failure to return to work at the expiration of a leave of absence; and
- (6) A quit or resignation.

During an approved personal or professional leave (educational leave), seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employee's seniority will be adjusted to reflect the period of absence.

**Section 10.3.** The Employer shall provide the Union annually with a seniority roster listing each employee by classification with their date of hire as full-time permanent employees.

## **ARTICLE 11 LAYOFF AND RECALL**

**Section 11.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) calendar days in advance of the effective date of the layoff or job abolishment. Layoffs lasting seventy-two (72) hours or less, notification shall be made as soon as possible.

**Section 11.2.** Employees with the least seniority within the classification affected by a layoff shall be laid off first. The affected employee may then elect to bump the least senior employee in the next lower classification providing they can perform the job without training.

**Section 11.3.** Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall.

**Section 11.4.** Notice of recall shall be sent to the employee by certified mail. The Employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 11.5.** The recalled employee shall have fifteen (15) calendar days following the date of mailing of the recall notice to notify the employer of their intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report to duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing by the parties.

## **ARTICLE 12 PROMOTIONS**

**Section 12.1.** Whenever there is a vacancy in the position of Lieutenant and Captain, which the Employer intends to fill, a vacancy announcement will be posted in all fire stations for a period

of fifteen (15) calendar days. The announcement will include the minimum requirements (service, certifications, experience, etc.) for application, and a description of the methodology to be used in candidate assessment. Any employee interested in the position shall place his/her name on the promotional interest list prior to the conclusion of the posting period.

**Section 12.2.** Any promotional eligibility list created through the assessment process shall remain in effect for one (1) year from the certification date of the eligibility list. In the event there is a subsequent vacancy in the position of Lieutenant and Captain, which the Employer intends to fill within one (1) year of the date of the last certification of an eligibility list, a vacancy announcement for the new position will be posted, and the same procedure applied, in accordance with Section 12.1. Employees already on any eligibility list certified within one (1) year prior to such posting shall be deemed to have again placed their name on the potential interest list of employees interested in the position.

**Section 12.3.** The Employer will use a standard percentage grading system, based on a 100-point scale, for determining the total score of the candidate.

For promotions to the rank of Lieutenant, the Employer will use the following evaluation components:

- (1) Written examination which will account for 30% of the final scoring.
- (2) Oral and written evaluation which will account for 30% of the final scoring.
- (3) Oral interview which will account for 30% of the final scoring.
- (4) Individual candidate assessment to include training and experience, paramedic and firefighting skills, knowledge of equipment, public relation skills, and prior service with the Union Township Fire Department, which will account for 10% of the final scoring.

For promotions to the rank of Captain, the Employer will use the following evaluation components:

- (1) Written examination which will account for 20% of the final scoring.
- (2) Oral and written evaluation which will account for 20% of the final scoring.
- (3) Oral interview which will account for 20% of the final scoring.
- (4) Assessment Center which will account for 20% of the final scoring
- (5) Individual candidate assessment to include training and experience, paramedic and firefighting skills, knowledge of equipment, public relation skills, and prior service with the Union Township Fire Department, which will account for 20% of the final scoring.

**Section 12.4.** The final assessment of the candidate will result from a combination of the component parts considered by the Employer as determined by the Employer at its sole discretion.

## **ARTICLE 13 PERSONNEL FILES**

**Section 13.1.** The Township shall be limited to maintaining only one (1) personnel file for each employee. Each employee may request to inspect his personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by telephone call to the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his personnel file, which are subject to disclosure pursuant to the Ohio Revised Code. The Employer will notify any employee of any personnel records request.

**Section 13.2.** Any document placed in the employee's personnel file must be time stamped, and the employee shall be electronically sent a copy of the time stamped document within five (5) business days. The employee shall be given the right to place a statement, rebuttal, or explanation in his or her personnel file. No anonymous material of any type shall be included in the employee's personnel file.

**Section 13.3.** Records of verbal or written disciplinary action shall cease to have force and effect eighteen (18) months from the date of issuance provided no intervening discipline has occurred; all other discipline shall cease to have force and effect after twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred.

**Section 13.4.** Whenever it is determined by Union Township, including not limited to the Township Administrator, Fire Chief or appropriate representative, to request a fitness for duty evaluation, examination or any other medical process, any medical information stored by Union Township shall be copied, sealed and delivered to the appropriate medical provider. The Township shall further agree that the only file that shall contain medical information relative to any employee shall be stored with the Township Administrator in a secure manner.

## **ARTICLE 14 DISCIPLINE**

**Section 14.1.** The Employer may take disciplinary action against any employee in the bargaining unit only for just and sufficient cause. Any employee may be disciplined for the following infractions: incompetency; inefficiency; dishonesty; drunkenness; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty; absence without leave; and any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance which adversely affects the ability of the Township to provide services to the public. The Township may take this type of action while the employee is on duty, working under the colors of the Township; or off-duty representing himself as an employee of the Fire Department. The employee may not be disciplined for actions on his own time that do not reflect directly on the Fire Department.

**Section 14.2.** Forms of disciplinary action, but not necessarily the orders of discipline are:

- (1) Written record of counseling
- (2) Written reprimand;
- (3) Suspension without pay;
- (4) Demotion in pay and position; and
- (5) Discharge.

Discipline will be applied in a progressive, timely and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and any prior discipline. Disciplinary penalties shall be appropriate to the offense, and as such the forms of discipline listed in the Section do not necessarily represent a systematic order to be followed in all instances.

**Section 14.3.** Records of counseling and written reprimands may be imposed by Lieutenants, Captains, Assistant Chiefs, or the Fire Chief. They may be grieved through the grievance procedure, up to and including the Township Administrator, but are not subject to appeal to arbitration.

**Section 14.4.** When it becomes known that an employee may have committed an offense which could lead to suspension, demotion, or discharge, the Fire Chief shall so inform the Township Administrator, who shall conduct a pre-disciplinary conference. Within seventy-two (72) hours of the conclusion of the pre-disciplinary conference, the Township Administrator will issue a written opinion of his findings and recommendations. The Township Administrator shall have authority to suspend an employee for up to three (3) tours of duty if said suspension is the appropriate measure of discipline.

An employee may waive his/her right to a pre-disciplinary conference and accept the recommended disciplinary action by the Township Administrator by submitting a written waiver.

**Section 14.5.** If suspension of more than three (3) tours of duty, demotion or discharge is recommended, the Township Administrator will transmit his recommendation to the Board of Trustees. The employee shall be entitled to a hearing before the Board within thirty (30) calendar days of the Township Administrator's decision. At the option of the accused employee, the hearing shall be held either in open session or executive session. The accused may be represented by counsel or anyone of his choosing. Following the presentation of all evidence and testimony, the Board shall determine what discipline, if any, is appropriate.

**Section 14.6.** In the event that the Employer's investigation lasts beyond thirty (30) days, the Fire Chief will notify the Township Administrator and the employee, in writing, as to the status of the investigation and an estimated completion date. The Fire Chief will repeat this notification every thirty (30) days until the employee has been notified of the final disposition of the case.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

**Section 15.1.** The term "grievance" shall mean an allegation by a bargaining unit employee or his designated local union representative that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 15.2.** All grievances must be in writing and must contain the following information to be considered:

- (1) The grievant's name and signature;
- (2) Grievant's classification;
- (3) Date grievance occurred;
- (4) Date grievance filed;
- (5) Description of the facts giving rise to the grievance;
- (6) Articles and Sections of the Agreement alleged to have been violated; and
- (7) Remedy sought.

Where a group of employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one (1) grievance. Only one (1) employee will be required for processing the combined grievances.

**Section 15.3.** All grievances must be presented at the proper step and time in progression in order to be considered at the subsequent step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Where the Employer's representative fails to respond in a timely fashion, the employee may advance the grievance to the next step of the procedure. During the period for filing of a written grievance, the parties are encouraged to verbally settle the grievance. The following are implementation steps and procedures for processing grievances:

Step 1: Within ten (10) calendar days of the date on which the facts or circumstances giving rise to the grievance were or should reasonably have been discovered, the grievant and/or his/her representative shall present the written grievance to an assistant chief. In the event that the assistant chief is not available or able to be contacted the grievance may be sent electronically to the assistant chief and copied electronically to the chief. If a grievance is sent electronically the time to respond will begin on the next business day. The assistant chief shall render a written decision within five (5) business days (excluding Saturday, Sunday and recognized holidays) of receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee and/or his/her representative, within five (5) business days (excluding Saturday, Sunday and recognized holidays) of receipt of the assistant chief's response, shall present the grievance to the Fire Chief. The Fire Chief shall meet with the grievant and steward no more than five (5) business days (excluding Saturday, Sunday and recognized holidays) from the receipt of the grievance, and shall issue a written

response within five (5) business days (excluding Saturday, Sunday and recognized holidays) following the meeting.

Step 3: If the grievance remains unresolved following Step 2, the employee and/or his/her representative steward or Local President, shall present the grievance to the Township Administrator within five (5) business days (excluding Saturday, Sunday and recognized holidays) from the Step 2 response. The Administrator shall conduct a hearing within five (5) business days (excluding Saturday, Sunday and recognized holidays) of receipt of the grievance and shall issue a written response within five (5) business days (excluding Saturday, Sunday and recognized holidays) of the hearing.

Step 4: Arbitration. A grievance unresolved in Step 3 may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty (20) calendar days from the date of the final answer at Step 3 is received, the Union shall notify the Employer of its intent to seek arbitration over the unresolved matter. The Union 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 (or parties) canceling the arbitration. Any grievance not submitted within the twenty (20) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

(1) The representatives of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the list and request from FMCS another list of seven (7) arbitrators 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.

(2) The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in the Agreement. He may not modify or amend the Agreement.

(3) The question of arbitrability of a grievance must be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

(4) The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

(5) The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

**Section 15.4.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the hearing of any such grievance, the appropriate Union steward will be notified of his/her right to be present at the hearing.

**Section 15.5.** The Union shall use a grievance form, which shall provide the information outlined in Section 2. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 15.6.** Time limits set forth in this Article may be waived by mutual, written agreement.

## **ARTICLE 16 DRUG/ALCOHOL TESTING**

**Section 16.1.** Drug/alcohol testing of employees, who are not subject to the Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" may include random testing and may be conducted upon reasonable suspicion. The procedures for testing shall be the same as for those employees covered by the above mentioned rules, including the right of the employee to request confirmatory testing of a split sample by the same laboratory or by second certified laboratory. Random testing shall be implemented only after provisions for such testing are included in the Township's Personnel Policy Manual.

**Section 16.2.** Reasonable suspicion shall be based on specific, current, describable observations concerning the appearance, behavior, speech, or body odors of the employee made during or immediately preceding the employee's work shift.

**Section 16.3.** Random testing shall be conducted by a facility selected by the township capable of performing said services. Selection for said testing shall be made by independent computerized probability sampling and each employee shall have an equal chance of being tested each time selections are made. Union Township agrees to meet and confer with the International Association of Firefighters Local 3412 prior to changing facilities.

**Section 16.4.** A confirmed positive test will result in the employee being temporarily relieved from duty pending completion of disciplinary hearings. The employee will be subject to progressive disciplinary action, in accordance with Article 14 of this Contract. In the event the

employee is not terminated in accordance with Article 14, the employee shall seek professional help for a drug/alcohol related problem for a first offense. A treatment program is not available for subsequent offenses. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

Within forty-five (45) days of entering the treatment program the employee must provide satisfactory medical evidence that he/she has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended by the Township Administrator based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions may result in disciplinary action. Accrued sick leave and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Any employee who has returned to work is subject to retesting, and if he/she fails the retest, shall be suspended without pay until the conclusion of the disciplinary process in Article 14 of this Agreement.

The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification opportunity to any employee more than once.

**Section 16.5.** If at any time an employee believes he is developing a tendency towards drug or alcohol abuse, he may avail himself of the Employee Assistance Program without fear of punitive action.

## **ARTICLE 17 HOURS OF WORK AND OVERTIME**

**Section 17.1.** The standard work period for continuous operation firefighters shall consist of two hundred twelve (212) hours in a consecutive twenty-eight (28) calendar day period. The standard work period for non-continuous operation personnel shall consist of one hundred sixty (160) hours in a consecutive twenty-eight (28) calendar day period. This is not a guarantee of hours or earnings per work period.

**Section 17.2.** Overtime hours and hours employees work in excess of their regularly scheduled tour of duty shall be paid one and one-half (1-1/2) times the employee's rate of pay. An employee may elect to accept compensatory time in lieu of overtime pay. Compensatory time may be accumulated by an employee to a maximum of one hundred thirty-two (132) hours at any given time. Compensatory time off shall be scheduled and used at a time mutually agreed upon by the employee and the Fire Chief.

**Section 17.3.** Off duty personnel called out to respond shall receive one (1) hour of work credit for each hour worked on a normal working day, and two (2) hours of work credit for each hour worked on a holiday.

**Section 17.4.** Any employee who is required to attend court in performance of his duties shall be credited with not less than two (2) hours at the overtime rate, or the actual time spent, whichever is greater.

**Section 17.5.** An employee who wishes to use compensatory time must submit a request for time off on the appropriate form provided by the department. This form must be submitted to the on-duty supervisor.

**Section 17.6.** If an employee wishes to use compensatory time it must be taken in a minimum of four (4) hours per request. When compensatory time is used the request must be submitted to the on-duty supervisory at least seven (7) days prior to the twenty-four (24) hours shift day to be taken. Management shall return this request to the employee within three (3) days of receiving this request with either an approval or denial.

**Section 17.7.** Shift trades shall be allowed when personnel are of equal classification. Shift trades must be turned in to the on-duty supervisor at least twenty-four (24) hours prior to the shift needing to be switched. It will be up to the two (2) employees involved to repay this time. Classification for the purposes of shift trades is as follows:

- (1) Firefighter/EMT – Firefighter/Paramedic
- (2) Lieutenants
- (3) Captains

**Section 17.8.** An employee who has been authorized by the Fire Chief to participate in mutual aid response teams (e.g. Hazmat, I.M.A.T., C.I.S.M., U.S.A.R., S.W.A.T., etc.) shall be compensated by the Employer for all time worked when participating.

**Section 17.9.** The standard work day for continuous operation employees covered under this Agreement shall be 24 hours. This shall be known as the employees' "tour of duty". The standard work period of continuous operation employees covered under this Agreement shall consist of a 28 day work period with a Kelly day off the shift that works 10 tours of duty during the 28 day work period. The continuous operation employee's standard number of hours worked annually will be 2,756.

## **ARTICLE 18**

### **WAGES**

**Section 18.1.** Rates of pay for bargaining unit personnel for the term of this Agreement shall be as follows: See attached Pay Chart.

The above listed salaries reflect that Firefighter/EMT: Step 1-4 receive a 3% raise effective upon ratification of this Agreement and a 2.99% raise effective December 22, 2014 and paid at the end of the pay period ending January 5, 2015 and a 2.98% raise effective December 21, 2015 and paid at the end of the pay period ending January 4, 2016.

Firefighter/Paramedic: Step 1-4 receive a 3% raise effective upon ratification of this Agreement and a 2.99% raise effective December 22, 2014 and paid at the end of the pay period ending January 5, 2015 and a 2.98% raise effective December 21, 2015 and paid at the end of the pay period ending January 4, 2016.

Lieutenants: Step 3-4 receive a 3% raise effective upon ratification of this Agreement and a 2.99% raise effective December 22, 2014 and paid at the end of the pay period ending January 5, 2015 and a 2.98% raise effective December 21, 2015 and paid at the end of the pay period ending January 4, 2016.

Captains: Step: receive a 3% raise effective upon ratification of this Agreement and a 2.99% raise effective December 22, 2014 and paid at the end of the pay period ending January 5, 2015 and a 2.98% raise effective December 21, 2015 and paid at the end of the pay period ending January 4, 2016.

**Section 18.2.** Employees hired prior to 2008 shall be placed at the respective pay range of the new Agreement. New hire employees start at Step 1, and advance through the steps on their anniversary of date of hire.

**Section 18.3.** The listing of annual salaries in Section 1 is not a guarantee of earnings. It is used as the basis for determining hourly rates of pay by dividing the annual rate by the number of base hours scheduled annually.

**Section 18.4.** An employee who is assigned to an acting Lieutenant status for a period of 4 hours or more shall be compensated for this time to the closest quarter hour at a rate which is one grade higher than his/her current grade while serving in that capacity. The Employer maintains a management right to select Employees for the assignment to the role of acting Lieutenant. Employees will be selected from a list of eligible candidates by seniority within the shift to be filled. No firefighter/paramedic below the pay grade of Step 4 shall be considered for inclusion into the acting Lieutenant Candidate pool.

Rates of pay for bargaining unit personnel for the term of this Agreement shall be as follows:

	<b>2014*</b>	<b>2015*</b>	<b>2016*</b>
<b>FF/PARA</b>			
<b>Step 1</b>	\$40,761.67	\$41,980.45	\$43,231.46
<b>Step 2</b>	\$44,178.77	\$45,499.72	\$46,855.61
<b>Step 3</b>	\$47,801.02	\$49,230.27	\$50,697.34
<b>Step 4</b>	\$53,924.54	\$55,536.88	\$57,191.88
<b>FF/PARA</b>			
<b>Step 1</b>	\$50,043.72	\$51,540.03	\$53,075.92
<b>Step 2</b>	\$53,969.80	\$55,583.49	\$57,239.88
<b>Step 3</b>	\$58,275.44	\$60,017.88	\$61,806.41
<b>Step 4</b>	\$64,604.25	\$66,535.91	\$68,518.68
<b>LT</b>			
<b>Step 3</b>	\$66,793.37	\$68,790.49	\$70,840.45
<b>Step 4</b>	\$68,406.62	\$70,451.97	\$72,551.44
<b>CAPT</b>	\$74,730.94	\$76,965.39	\$79,258.96

The 2014 salary increase of 3% is effective upon ratification of this Agreement.

The 2015 salary increase of 2.99% is effective December 22, 2014.

The 2016 salary increase of 2.98% is effective December 21, 2015.

The listing of annual salaries is not a guarantee of earnings. It is used as the basis for determining hourly rates of pay by dividing the annual rate by the number of base hours scheduled annually.

## **ARTICLE 19 INSURANCES**

**Section 19.1.** The Employer shall make available to bargaining unit employees who desire it health and hospitalization insurance (i.e., major medical and dental), including supplemental benefits (e.g., prescription drug), on the same basis as provided to non-bargaining unit employees (i.e., any and all employees not in this bargaining unit).

**Section 19.2.** The Employer shall make available to bargaining unit employees life insurance on the same basis as provided to all other Township employees.

**Section 19.3.** The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of his official duties as required by O.R.C. Section 2744.07.

## **ARTICLE 20 VACATION**

**Section 20.1.** Employees shall be entitled to annual vacation leave as follows:

- (1) After one (1) year of continuous service, twelve (12) workdays for 40-hour employees; six (6) twenty-four (24) hour tours for 24/48 continuous operation personnel.
- (2) After five (5) years of continuous service, 40 hour employees earn an additional one (1) days per year, up to a maximum of 23 work days annually; 24/48 employees earn an additional 12 hours per year, up to a maximum of 264 hours.
- (3) An employee who changes status and becomes a 40-hour employee shall have his vacation recalculated to reflect the amount that he would be entitled to as a 40-hour employee.
- (4) Effective January 1, 2000, employees with one (1) or more years of service shall be credited with their annual vacation entitlement on that date and each January 1 thereafter. Employees with less than one (1) year of service shall be credited with annual vacation entitlement on their first anniversary date of hire, prorated to the following January 1.

**Section 20.2.** All vacation for each calendar year is scheduled prior to January 1 of each year. Employees, in order of their seniority, including employees with less than one (1) year of service, shall select, on the vacation calendar; those dates on which they desire to use their vacation leave. Each employee is responsible for selecting dates for all of their vacation entitlement. No carryover shall be permitted, except that the Fire Chief may in his sole discretion in special and meritorious cases permit an employee to accumulate and carryover his vacation leave to the following year. Effective January 1, 2009, employees shall be permitted to accumulate and carryover any unused vacation leave to be used in the following year.

Employees may only schedule off one (1) holiday per year and the same holiday off once every three (3) years.

**Section 20.3.** Vacation must be taken in 12 hour increments for continuous operation employees and in 4 hour increments for 40-hour employees.

**Section 20.4.** For the purposes of calculating vacation leave, years of prior service with a Township which immediately preceded the employee's time of service with Union Township shall be included as years of service.

**Section 20.5.** Employees who encounter sickness while on vacation may be required to furnish a doctor's certificate for any time which is to be converted from vacation to sick leave.

## **ARTICLE 21 HOLIDAYS**

**Section 21.1.** Bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
National FF National Day	September 11th
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**Section 21.2.** If a full-time employee works on a holiday, he/she will receive twice their regular pay for hours worked on that day up to twenty-four (24) hours.

**Section 21.3.** Holiday pay will be given while an employee is on sick leave, compensatory time, or vacation, in which case the employee's absence will not be charged to his sick leave, vacation time, or compensatory time.

**Section 21.4.** Holiday pay will not be given while an employee is on a leave of absence.

**Section 21.5.** For Monday-Friday non-continuous employees, if a holiday occurs on a Saturday, it will be observed on the preceding Friday, if a holiday occurs on a Sunday, it will be observed on the following Monday. Continuous operation employees will observe the holiday upon its occurrence.

## **ARTICLE 22 SICK LEAVE**

**Section 22.1.** Employees shall accrue sick leave credit at the rate of twelve (12) hours for each completed month in active pay status (i.e., during paid vacation and sick leave). Sick leave is accumulative without limit.

**Section 22.2.** An employee may request sick leave for the following reasons:

- (1) Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated);
- (2) Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- (3) Death of a member of the employees immediate family, as defined in this section;
- (4) Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family. The employee will attempt to schedule appointments during non- work hours; and
- (5) Pregnancy, childbirth, and/or related medical conditions.

For purposes of sick leave, immediate family shall include: spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, daughter-in-law, son-in-law, grandchild, grandparent, half-brother, half-sister, legal guardian, or other person who stands in place of a parent.

**Section 22.3.** Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures or grave illness.

**Section 22.4.** Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working. Sick leave usage shall be charged in minimum units of one (1) hour increments for each hour of absence.

**Section 22.5.** Where an employee is unable to report to work due to illness or injury, he shall notify his Supervisor or designee at least thirty (30) minutes prior to his scheduled reporting time, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Supervisor.

**Section 22.6.** Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. Prior to the return to work, when the Supervisor has reasonable suspicion to question the legitimacy of the absence, the employee shall furnish a certificate from a licensed medical practitioner stating the nature of the illness, injury, treatment,

and prognosis. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

**Section 22.7.** If medical attention is required, or the employee is absent for more than two (2) consecutive workdays, he may be requested to submit a certificate from a licensed physician stating the nature of the illness.

**Section 22.8.** An employee who retires from the Employer under PFDPF shall be entitled to convert accrued but unused sick leave pursuant to the following schedule:

Years of service with the Township	Percent conversion	Maximum Payment
10-14	50%	400 hours
15-19	50%	600 hours
20 or more	100%	800 hours

Sick leave conversion is available only for sick leave earned in Union Township employment.

**Section 22.9.** Any employee who is in active work status, and does not utilize any of their sick leave, in a one hundred and twenty (120) day consecutive calendar day period, shall be entitled to twelve (12) paid personal hours off. This shall be requested and approved in the same manner as comp-time. The one hundred and twenty (120) day consecutive calendar begins the first day following the last incident of sick leave usage and ends one hundred and twenty (120) days later. This time shall be considered hours worked. Paid personal days off must be taken within one (1) year, or the day shall be paid to the employee.

## **ARTICLE 23 LEAVES OF ABSENCES WITHOUT PAY**

**Section 23.1.** Family and Medical Leave-Family and Medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

- (1) To care for his/her own serious health condition;
- (2) To care for his/her spouse, child, or parent who has a serious health condition; or
- (3) Because of the birth, adoption, or foster placement of a child.

The employee's available paid leave (sick leave and vacation) may be used and would be included in the twelve (12) week total for the above reasons only. The employee or his/her representative must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee or his/her representative shall provide the Employer with certification of the condition in accordance with

United States Department of Labor Standards from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave or his/her representative may apply for disability leave pursuant to the provisions of this Agreement.

**Section 23.2.** Disability Leave – A physically or mentally incapacitated employee who has completed his probationary period or his/her representative may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee or his/her representative furnishes satisfactory medical proof of such disability along with his written request; and is:

- (1) Hospitalized or institutionalized;
- (2) On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- (3) Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Academy of Medicine of Greater Cincinnati. It is the employee's responsibility to request a disability leave since leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

The Employer will require an employee to be examined by a licensed physician designated by the Employer at the Employer's expense. An employee found to be unable to physically or mentally perform the substantial duties of his position by such a physician shall be placed on Disability Leave as described above.

**Section 23.3.** Personal/Professional Leave – The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may be renewed at the discretion of the Employer.

- (1) The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- (2) The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave.
- (3) Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to the next available similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave. The terminated employee may be considered for other

vacancies.

- (4) An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position.

## **ARTICLE 24**

### **LEAVES OF ABSENCE WITH PAY**

**Section 24.1.** Court Leave – The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by a court or other adjudicative body as listed in this Article. All compensation for such duty must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, (except as a witness subpoenaed in a matter in which an employee has no personal interest and which arose directly from his/her employment in Union Township), personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other personal interest, etc. These absences would be leave without pay, compensatory time or vacation at the discretion of the employee.

**Section 24.2.** Military Leave – All employees who are members of the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States including the Ohio National Guard, are entitled to leave of absence from their respective duties, and to their regular rate of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours for non-continuous operation personnel and two hundred forty-six (246) hours for continuous operation personnel. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency and the time necessary to return to work.

In addition to the leave set forth in the preceding paragraph, any employee who is called or ordered to the uniformed services for longer than 31 days, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to section 5919.29 of the Revised Code is entitled,

during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

- (1) The difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- (2) Five hundred dollars.

### **Section 24.3.** Occupational Injury Leave

(1) In lieu of Workers' Compensation lost income benefits, an employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for paid injury leave.

Injury leave shall be available for up to seven hundred twenty (720) hours. To be eligible for this leave, the employee shall apply to BWC for medical benefits (but not lost income benefits) and the claim must be allowed, or otherwise compensable, by BWC. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave, or the leave may be extended at the discretion of the Administrator. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. During the seven hundred twenty (720) work hour absence the employee shall not be charged sick time.

(2) The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work except where prohibited by law. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the employee and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the employee and the Employer.

(3) The seven hundred twenty (720) work hour injury leave is available for each distinct, separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original seven hundred twenty (720) work hours.

(4) Employees on approved injury leave paid by the Employer remain in active pay status and earn sick leave during the leave. Employees on Workers' Compensation lost income benefits are not in active pay status and do not earn sick leave or other benefits.

### **Section 24.4.** Funeral Leave

(1) An employee shall be entitled to a maximum of twenty-four (24) paid funeral leave hours for each death in the employee's family. For purposes of this policy, the family is defined as only: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-

law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of the employee's parents. Funeral leave days are not deducted from the employee's sick leave.

(2) An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family.

## **ARTICLE 25 RESTRICTED DUTY**

**Section 25.1.** It is agreed that it is desirable for an employee who is absent from duty due to a disability illness or injury of a temporary nature that prevents him/her from performing his/her normal duties to be returned to work on restricted duty under a transitional work program for a temporary period of time. It is the intention of the Employer to maintain a transitional work program in accordance with the guidelines of the Ohio Bureau of Workers Compensation including Ohio Administrative Code Chapter 4123-18.

**Section 25.2.** An employee who is absent from duty due to a disabling illness or injury of a temporary nature that prevents him/her from performing his/her normal duties may be returned to work to perform restricted duty for a temporary period of time. Restricted duty assignments are made solely at the discretion of the Township Administrator. The Fire Chief reserves the right, provided all restricted duty criteria are met, to order an employee to report to a restricted duty assignment.

## **ARTICLE 26 CONTINUING EDUCATION**

**Section 26.1.** Bargaining unit members will be permitted to claim up to twenty-four (24) hours annually for the purpose of attending non-departmental continuing education programs. Bargaining unit members that attend voluntary training programs shall do so while off duty and will not be compensated or reimbursed for travel expenses including room and board. The twenty-four (24) hours of continuing education is in addition to trainings offered "in house" at Union Township.

If the Department eliminates for any reason its "in house" continuing education program, then the Township agrees to allow an additional 24 hours of outside training for the specific purpose of maintaining paramedic certification.

**Section 26.2.** There shall be two types of training or continuing education, voluntary or mandatory.

**Section 26.2.A.** Bargaining unit members completing voluntary training or continuing education on non-scheduled workdays shall be compensated on an hourly basis at their standard hourly rate for all training approved by the Fire Chief. Employees completing continuing education on their

regularly scheduled shift shall receive their standard pay. All continuing education will be approved by the Fire Chief. Bargaining unit members will not be required in any way to attend voluntary training. This section does not apply to Section 26.4.

**Section 26.2.B.** Bargaining unit members taking mandatory training shall be recorded and paid as hours worked. Mandatory training is training that is controlled, scheduled, and required as determined by the Fire Chief to be critical to the development of the employee or to the operation of the department. A training or continuing education will be considered mandatory when an employee(s) is issued a written order or electronically sent an order of attendance from the Fire Chief. The Order will state the training title, location, date and time of the training, and that the training is mandatory.

**Section 26.3.** If an individual is scheduled to work when he is scheduled to take a class, it will be the responsibility of the Employer to find shift coverage. This section does not apply to “in house” trainings mentioned in Section 26.1.

**Section 26.4.** Employees who have completed the initial probationary period shall be eligible for tuition assistance of up to \$4000.00 annually for job related education courses. The coursework must be approved in advance by the Fire Chief. Tuition assistance, at the discretion of the Administrator, shall be either reimbursement or advancement. Tuition advancement requires a signed agreement obligating the employee to repay the Township in the event the employee fails, withdraws, or is given an incomplete for the course. Reimbursement is made only if the employee passes in a pass/fail system or is awarded a grade of “C” or better in a graded system.

## **ARTICLE 27 UNIFORMS AND EQUIPMENT**

**Section 27.1.** The Employer shall provide all required protective clothing and equipment to all employees. Protective clothing and equipment will be replaced as needed.

**Section 27.2.** Uniforms, including “station gear” and footwear, will be provided to all employees and will be replaced as necessary. Station gear is defined as and limited to uniform shirts, t-shirts, pants, belt, boots and cold weather attire.

**Section 27.3.** Where an employee supplies evidence of damage or loss to personal property while performing the duties of the employee’s assigned work, the Employer shall reimburse the employee for the cost of necessary repairs or replacement. Personal property is defined as eyeglasses, prescription sunglasses, hearing aids, dentures, or any other personal property that is approved by the Fire Chief or designee. In the case of damaged property, the employee shall present the damaged property for the Employer’s inspection prior to the repair or replacement of said property. Repair or replacement of said damaged property shall be at the Employer’s option and will not be unreasonably denied provided such damage or loss was not the result of willful misuse or negligence on the part of the employee. Where applicable, the employee shall apply to Workers’ Compensation for reimbursement, which in turn shall be returned to the Employer.

**Section 27.4.** Each employee is responsible to report to work in uniform. The uniform, and all items of clothing that make up the Township issued uniform and accessories, must be clean, neat, and orderly. It is the responsibility of the employee to maintain his/her Township issued apparel. Failure to comply will result in disciplinary action.

**Section 27.5.** The Employee will be permitted to embroider on the left sleeve, just above the hem of the uniform shirt, in letters no larger than ½” in size, the following: IAFF Local 3412. The Employer will not be responsible for this cost.

**Section 27.6.** Employees assigned to engine and ladder companies shall be permitted to wear department issued t-shirts when engaged in emergency fire response. Employees assigned to medic units shall be required to wear department issued uniform shirts when engaged in EMS responses. Employees shall be required to wear department issued uniform shirts or Class A uniforms as directed when engaged in any public education/relations or special events.

## **ARTICLE 28 MISCELLANEOUS**

**Section 28.1.** Mileage Allowance - Employees required to use their private automobiles for fire department business or as a necessity in changing stations during a shift when a Township vehicle is not available and with prior approval from the on-duty supervisor shall be compensated at the rate established by the Board.

**Section 28.2.** Residency - There shall be no required residency in the Township for members of the bargaining unit up to a one hundred (100) air mile radius.

**Section 28.3.** Firefighters Funeral – In the event a bargaining unit member is killed on duty, the Employer will pay the actual expenses of a funeral up to \$10,000.00.

**Section 28.4.** Separation Pay - Upon termination of employment for any reason other than death, an employee will receive payment for all wages earned but unpaid, all earned but unused vacation, earned time off (excluding sick time), and all compensatory time accumulated.

All separation pay shall be paid at the employee's present rate of pay.

**Section 28.5.** Personnel instructing classes, while not on shift, shall be compensated for reasonable set-up time and reasonable time spent completing class requirements, for example: putting materials away, preparing evaluations, obtaining certifications, as approved in advance by the Fire Chief.

**Section 28.6.** The Township shall permit employees the ability to grocery shop for on-duty needs as scheduled by the station officer. An assigned township vehicle can be used for this purpose a maximum of one time per shift. If a fire truck is used for this purpose it shall not be left unattended. The duration of each trip shall be kept to a minimum.

## **ARTICLE 29 STRIKE AND LOCKOUT**

**Section 29.1.** Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this agreement. The Township, its officials, and representatives are bound to observe the provisions of this Agreement. The Union, its officers, and members are bound to observe the provisions of this Agreement.

**Section 29.2.** In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.
- (2) There shall be no lockouts.

## **ARTICLE 30 INTEGRITY OF THE AGREEMENT**

**Section 30.1.** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provision of applicable law shall prevail. If by operation of law or by court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

**Section 30.2.** This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations 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 change geographically or otherwise in the location or place of business of either party.

**Section 30.3.** All appendices and amendments of this Agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

## **ARTICLE 31 EMPLOYEES RIGHTS DURING INVESTIGATIONS**

**Section 31.1.** A bargaining unit member who is to be questioned as a suspect in an investigation shall be informed of the nature of this investigation prior to any questioning, and shall be informed to the extent known at that time, whether the investigation is focused on the member for a potential charge. If requested, the member shall be given a brief time prior to any questioning to locate and review any written documents the employee possesses regarding the

event(s) being investigated, in order to fully prepare to accurately and completely respond to the questioning.

**Section 31.2.** A bargaining unit member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges, shall be advised of the member's constitutional rights in accordance with law. Employees being questioned as witnesses who are not a suspect shall be so informed and shall be given their Garrity warning. Before an employee may be charged with an offense for refusing to participate in the investigation, the employee shall be advised that such conduct, if continued, may be the basis for a charge of insubordination.

**Section 31.3.** Any interrogation, questioning or interviewing of a bargaining unit member will be conducted at hours related to the member's shift, preferably during working hours. Interrogation sessions shall be for reasonable periods of time and shall be allowed during such questioning for attendance to physical necessities.

**Section 31.4.** An employee who has a reasonable belief that answering questions may lead to discipline may request the presence of an IAFF representative and/or legal counsel, in which case, questioning may be postponed for up to twenty-four (24) hours (or other mutually agreed period of time). Employees who are the focus of a criminal investigation and who choose to exercise their Miranda rights shall be afforded all rights as set forth in Miranda.

**Section 31.5.** When a bargaining unit member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of either party. In the event that the Employer's investigation lasts beyond thirty (30) days, the Fire Chief will notify the Township Administrator and the employee, in writing, as to the status of the investigation and an estimated completion date. The Fire Chief will repeat this notification every thirty (30) days until the employee has been notified of the final disposition of the case.

**Section 31.6.** A bargaining unit member who is charged with violating Department Rules and Regulations, shall be provided access to all transcripts, records, written statement(s), and video and audio tapes. Such access shall be provided reasonably in advance of any hearing.

## **ARTICLE 32**

### **HEALTH AND PHYSICAL EXAMINATION**

**Article 32.1.** The Township may provide for Health and Physical Examinations for bargaining unit members. The examination shall be conducted while the employee is being paid by the Township. The examination will be conducted and/or supervised by a physician designated by the Township and the Union, at no cost to the employee.

**Article 32.2.** The examination shall be paid for by the Township. At the completion of the examination, the employee will be provided with feedback should any medical or physical condition be discovered which warrants further evaluation and/or treatment. It will be the

employee's right to pursue a second opinion and/or any further evaluation at his/her cost and treatment through his/her personal physician. After completion of the examination, the physician shall place the employee in one of three categories and shall inform the Township of the employee's status:

1. Fit for Duty
2. Restricted Duty
3. Not Fit for Duty.

Other than as set forth in this section, the Township shall not be entitled to any other records or information from the examination. Records of the examination results will be maintained by the Township in a confidential medical records filing system.

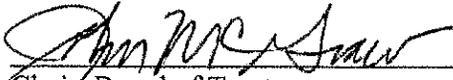
### **ARTICLE 33 DURATION**

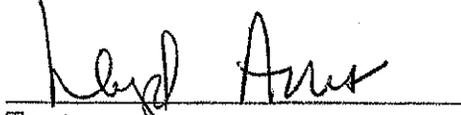
**Section 33.1.** This Agreement shall be effective upon ratification of this Agreement, and shall remain in force and effect through 11:59 p.m., December 31, 2016.

**SIGNATURE**

In Witness Whereof, the parties have hereunto signed by their authorized representatives  
this 13<sup>th</sup> day of November, 2014

**For Union Township**

  
Chair, Board of Trustees

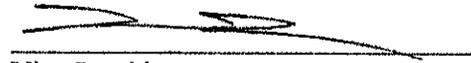
  
Trustee

  
Trustee

  
Ken Geis, Township Administrator

**For Local 3412, IAFF**

  
President

  
Vice President

  
Secretary

  
Treasurer

**Approved as to Form:**

  
Township Counsel

**Approved as to Content:**

\_\_\_\_\_  
Counsel to Local 3412

**Attest:**

  
Ron Campbell, Union Township Fiscal Officer