

13-MED-10-1481  
0356-01  
K# 30206

STATE EMPLOYMENT  
RELATIONS BOARD

2013 DEC -6 P 3: 35

## **Collective Bargaining Agreement**

By and Between

**Bethel-Tate Professional Firefighters IAFF Local 4509**

And The

**Tate Township Clermont County, Ohio**

SERB Case #  
2013-MED-10-1481



Effective January 1, 2014 through December 31, 2016

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**Article 1-Preamble**

**Section 1**

This agreement is entered into by and between the Tate Township Trustees hereinafter referred to as the "Township" and Local # 4509, International Association of Firefighters (IAFF), hereinafter referred to as the "Union". It is the purpose of this agreement to achieve and maintain harmonious relations between the Township and the Union.

**Article 2 -Recognition**

**Section 1**

The Employer recognizes the Union as the sole and executive representative for all full-time uniformed employees of the bargaining unit.

Included: Any full-time Firefighter/EMT, Firefighter/EMT-1, Firefighter/Paramedic who were members of the Union as of May 1, 2006. Any employee who meets the above criteria that is promoted through the ranks up to the rank of Captain shall have the option to remain covered by this Agreement, except as excluded below.

Excluded: Fire Chief, Assistant Chief, Non Firefighter/EMS professional employees and part time employees.

**Article 3-Non-Discrimination**

**Section 1**

The parties accept their responsibilities to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, sex, marital status, membership or non-membership in the Union.

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## **Article 4-Union Representation**

### **Section 1**

The Township agrees to provide a bulletin board approximately 3' by 4' located in the downstairs of the firehouse. This bulletin board shall be for the Union's use. The Union may post notices relating to recreational or social events, election notices, results, notice of meetings, official notices or any other matter related to the affairs of the Union and members of the bargaining unit. All material placed on the bulletin board shall be initialed by the Union President or Vice President. No obscene, immoral, unethical, political or controversial matter may be posted. The bulletin board shall be maintained in a neat and orderly matter.

### **Section 2**

Unless otherwise agreed, two members of the negotiating committee will be allowed time off to participate in the negotiating meeting with the Employer, if held during the employee's assigned shift, without loss of pay and or benefit.

### **Section 3**

Union members shall be permitted to attend regularly scheduled or special Union meetings held at the Township building across the street from the firehouse while on duty. However, while attending meetings, on-duty members shall respond to emergency calls as needed.

### **Section 4**

Union members may attend "special" or non-monthly Union meetings only with the permission of the Fire Chief or his designee.

### **Section 5**

The investigation and writing of grievances shall be on non-duty time unless authorized by the Fire Chief or his designee. Attendance at the grievance hearing or other meetings within the provisions of this Agreement during regular duty hours shall be without loss of pay or benefit. However, employees shall not be compensated for attendance at such hearings or meetings during non-duty hours, unless specifically requested as a witness by the Union or Township.

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## Article 5-Management Rights

### Section 1

The Union and Employer agree that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement are subject to collective bargaining between the employer and Union, except where otherwise herein specified.

### Section 2

Unless otherwise memorialized in this collective bargaining agreement by and between the Union and employer, nothing shall impair the right and responsibility of the employer to:

- (1.) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, it's overall budget, utilization of technology, and organizational structure.
- (2.) Direct, supervise, evaluate or hire employees.
- (3.) Maintain and improve efficiency and effectiveness of governmental operations.
- (4.) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- (5.) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- (6.) Determine the adequacy of the work force.
- (7.) Determine the overall mission of the employer as a unit of government.
- (8.) Effectively manage the workforce.
- (9.) Take actions to carry out the mission of the public employer as a governmental unit.

### Section 3

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

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## **Article 6 - Direct Deposit**

### **Section 1**

The Employer agrees to directly deposit the net pay, in accordance with this article, for all employees eligible for the bargaining unit.

### **Section 2**

The Employer agrees to make deposits so funds are available to the employee on the appropriate current pay dates of the 15th and the last day of each month. Deposits will be made to each employee's specified account approved by the Township. Should circumstances arise that direct deposit to other financial institutions are offered as an option to the members of the Township, that institution shall be offered as an option to the members of the bargaining unit as well, under the same terms as other Township employees.

### **Section 3**

The Employer agrees to start making said deposits on the next payday, after receiving a written request from each employee eligible for the bargaining unit.

### **Section 4**

The Employer shall provide each employee that has direct deposit a non-negotiable pay stub so the employee may keep track of all deductions that are being made on their behalf.

### **Section 5**

The Employer agrees that if a mistake is made by them, or if a problem arises with the deposit, after being notified, they have five (5) working days to correct or they will provide said employee with a negotiable pay check for the amount of the mistake or missed deposit.

### **Section 6**

The Employer shall be relieved from making direct deposits for said employees for the following:

- (1) Termination of employment.
- (2) Revocation in writing of the authorization of direct deposit.

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## **Article 7-Union Dues**

### **Section 1**

Upon the written authorization of the employee, the Township agrees to deduct each pay period from the wages of each employee in the bargaining unit the sum certified by the Union as dues, fees and or assessments. Such authorization must be forwarded to the Township within thirty (30) days prior to the effective date. The Township Clerk shall submit and deliver the sum, as identified above, to the Union Treasurer by the seventh (7) day of the month following the month collected. These funds may be submitted via electronic direct deposit at the request of the Local Union, to the same financial institution as identified in Article 6 direct deposit.

### **Section 2**

If any employee does not have a check coming or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Payroll deductions will not be implemented or modified without a written authorization. Employees desiring to withdraw their payroll deduction authorization will notify the Township Clerk and the Union in writing, sixty (60) to ninety (90) days prior to the expiration of the current collective bargaining agreement.

## **Article 8-Seniority**

### **Section 1**

Upon the effective date of this Agreement, current full-time employee's seniority ranking is established per Appendix A.

### **Section 2**

Subsequent to the signing of this agreement, all newly hired employees shall have their seniority established on the seniority list by most recent date of full-time appointment with the Bethel-Tate Fire Department.

### **Section 3**

Seniority for full-time employees shall govern the dispensing of all privileges provided by and listed as governed by seniority in this Agreement.

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## **Article 9 - Layoff/Recall**

### **Section 1**

Layoff: In the event the Township determines that a long-term layoff of job abolishment is necessary, the Township shall notify the affected employees ten (10) calendar days in advance of the effective date of the layoff or job abolishment. In the event an employee is laid off, he/she may elect to receive payment for earned but unused vacation, personal days, and sick days. In the event layoffs are to occur, Part time personnel shall be laid off first. All part time personnel shall be exhausted before any full time personnel can be laid off as dictated in ORC: 124.323

### **Section 2**

Seniority: Employees with the least seniority shall be laid off first.

### **Section 3**

Recall: Employees who are laid off shall be placed on a recall list for a period of twenty four (24) months and shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back continuing in the like manner until the required number of employees has been obtained.

### **Section 4**

Recall notification: No new bargaining unit classification employee shall be hired until all employees who have been laid off in the previous twenty- four (24) months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list.

Should an employee on the list be recalled, no longer meet the qualifications or hold the applicable certification(s) required to fill the position being recalled, then he/she shall, as a condition of continued employment, obtain the certification in question within a reasonable amount of time, as determined by the Fire Chief or his designee.

All costs associated with the obtainment of the above certifications/re-certifications shall be borne by the employer.

### **Section 5**

Layoff/Termination: An employee who is on layoff status for a period of twenty -four (24) months is automatically terminated and loses all seniority and shall receive payment for earned but unpaid benefits as described in paragraph A of this article.

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## **Article 10-Personnel Files**

### **Section 1**

The Township shall maintain a personnel file for each employee.

### **Section 2**

Each employee may request to inspect his/her 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/her personnel file, which are subject to disclosure pursuant to the Ohio Revised Code. Any new document placed in an employee's file shall be copied to the employee.

### **Section 3**

If an unfavorable statement or notation is in the personnel file, the employee shall be given the right to place a statement, rebuttal, or explanation in the file. No anonymous material of any type shall be included in the employees personnel file.

### **Section 4**

Records or oral warnings and written reprimands shall be kept in the employee's personnel file; however they cease to have force and effect one (1) year from the date of issuance provided no intervening discipline has occurred. Records of discipline that have exceeded their effective date as outlined above shall be maintained in a sealed envelope in the employee's personnel file and shall not be available for review without the express consent of the employee, or in accordance with the employer's record retention policy, or by a court of competent jurisdiction.

### **Section 5**

The Township will prepare and disclose any records identified as public records in accordance with O.R.C. 149.43 to the extent permitted by Ohio law, the employee will be notified of the name, and professional association of the requestor prior to any disclosure. Requestors will be advised the employee will be notified of his/her identity and the specific public records disclosed.

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## Article 11-Sick Leave

### Section 1

Full time employee's sick leave will be compensated in the following way for personal illness or injury or for immediate family injury or illness.

### Section 2

Sick leave will accumulate at the rate of 1 1/4 days per month, (15 days per year). After you have accumulated 150 days of sick time leave, at the employee's discretion, hours accumulated over 150 may be paid out on an annual basis at the rate of 1/3 of pay rate. Accrual of sick time shall be on the basis of continuous full-time service with the Bethel-Tate Fire Department.

### Section 3

Any employee taking two (2) consecutive twenty-four (24) hour shifts off will be required to have a doctor's excuse for said time off. Any employee taking more than seventy two (72) total hours off during any twenty eight (28) day period must have a doctor's excuse.

## Article 12-Injury Leave

### Section 1

In addition to sick leave as provided in this Agreement, an employee is eligible for injury leave if sustaining an on the job injury.

### Section 2

In the event an employee is injured on the job and unable to perform their regularly assigned duties or those duties which may be assigned to the employee by the Fire Chief or his designee, such employee may receive as injury leave compensation, their regular pay for the first ninety (90) days of time off immediately following the on the job injury. The employee shall also accrue seniority entitled. Provided, however at the time of the injury and in no event later than one (1) tour of duty following the occurrence that gave rise to the injury, the employee notifies an appropriate supervisor of the injury and unless hospitalized within two (2) tours of duty of the occurrence provides the employer a physician's statement stating the nature of the injury, limitations, on the employees ability to work, and expected date of return to work.

### Section 3

If an employee is hospitalized immediately following the injury they shall submit the physician's statement within three (3) days after their discharge from the hospital, to the Fire Chief or his designee.

### Section 4

An employee claiming the right to receive, or who receives injury leave compensation, may be required by the Township from time to time to submit to a medical examination by a licensed physician, selected by the Township. The Township will pay any legitimate costs for the examination that the employee's medical insurance or Workers Compensation does not cover, including travel expenses. If the employee refuses to submit to a medical examination, injury leave compensation may be suspended or denied.

**Section 5**

If the report from the physician selected by the Township is in conflict with the report submitted by the employee's physician regarding the nature of the injury, limitations on the employee's ability to work or the expected date of return to work, the employee shall be examined by a third physician, at the Township's expense, within the ninety (90) day window described in this article, selected by the Employer from a list of physicians mutually agreed upon by the parties. The opinion of the third physician shall be determinative.

**Article 13- Additional Leaves**

**Section 1**

In addition to sick leave and injury leave as provided in this Agreement, an employee is eligible for additional leaves as outlined below.

**Section 2**

**Jury Duty:** Any employee required to serve on a jury, before a court empowered by law to require such services, shall be released from work with sufficient time to appear. The employee shall be paid his regular pay, for the hours he would otherwise have worked, provided the employee returns to work when excused temporarily or permanently from jury duty.

**Section 3**

**Court Appearance:** Any employee required to appear before a court, legislative committee, judicial or quasi-judicial body to give testimony concerning work related matters, except provided herein, shall be compensated in the same manner as jury duty. The exception of this provision is when either the employee or the Union is a party to the activity and the Employer is an adverse party. Appearances at court for reasons arising out of the member's employment at BTFD will be compensated hour for hour at that member's applicable rate of pay.

**Section 4**

**Military leave:** Governed by Chapter 5923 and Section 124.29 of the Ohio Revised Code.

**Section 5**

**Funeral Leave:** An employee may take one full shift paid leave to attend the funeral of a member of the employee's immediate family. Immediate family is defined as Children, Grandparents, Father, Mother, Sister, Brother, Sister-in-law, Daughter-in-law, Brother-in-law, Son-in-law, Grandchild, Ex-spouse providing minor children are a product of the marriage. The Fire Chief may permit an employee to take additional time in special cases and charge said time against vacation, holiday, or personal time.

**Section 6**

**Personal Leave:** Employees shall have personal leave, not to exceed twenty-four (24) hours per calendar year. This is for business that cannot be handled at another time. Request for personal leave must receive prior approval before taking such leave.

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## Article 14-Family Medical Leave Act

### Section 1

Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months with the Township, and who has provided at least 1,250 hours during the twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reason:

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

FMLA leave begins after all other paid leave is exhausted. The employee or his/her representative must provide the Township 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 Township with certification of the condition from a healthcare 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 if available through the Township.

### Section 2

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Township may promulgate policies in furtherance of the FMLA that does not conflict with the Agreement of the Family and Medical Leave Act.

## Article 15-Safety and Health

### Section 1

It is agreed that safety must be a prime concern and responsibility of both parties. The Township accepts the responsibility to provide safe working conditions, equipment, vehicles and working methods for all employees. The employees agree to follow all safety rules and safe working methods of the Township.

### Section 2

Each shift officer shall have discretion to remove apparatus or PPE from service if in his/her opinion the mechanical or serviceable condition of the equipment warrants removal pending inspection by a command officer. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Fire Chief or his designee. Damaged safety equipment and apparel, as determined by the Fire Chief or his designee, shall be repaired or replaced as soon as practical upon notification of needed equipment. Damaged PPE shall not be utilized by employees.

### Section 3

The Employer will continue to furnish safety apparel and equipment, as determined by the Fire Chief or his designee.

### Section 4

The Employer will provide an inoculation for prevention of Hepatitis Type B, annual flu shot, and/or other inoculations of this nature that become required during the Agreement.

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**Section 5**

The Employer shall provide annual TB testing for all emergency response personnel according to current national standards.

**Section 6**

The Employer will maintain an infection control plan for employees and will provide upon request, within a reasonable time, a test for any employee that has experienced a significant exposure to an infectious disease, such as HIV/AIDS, meningitis, Hepatitis B, etc. while performing his/her official duties. The Township will pay any legitimate cost for the test not covered by medical insurance or Workers Compensation, if test is ordered by the Employer.

**Section 7**

The Employer shall agree that blood tests for carbon monoxide poisoning will be provided upon request for any employee treated in a hospital for inhalation of irrespirable atmosphere while performing his/her official duties. The employee will be given a report of the test upon request. The Township will pay any legitimate cost for blood tests not covered by medical insurance or Workers Compensation, if the test is ordered by the Township.

**Article 16-Hours of Work and Overtime**

**Section 1**

The standard work day for employees covered under this Agreement shall be twenty-four (24) hours followed by forty-eight (48) continuous hours off. This shall be known as the employee's "tour of duty". The standard work period for employees covered under this Agreement shall consist of a forty-eight (48) hour average work week within a twenty-one (21) day working period. Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off during each three (3) week period (Kelly Day). The employees standard number of hours worked annually will be two thousand four hundred and ninety six (2,496).

**Section 2**

The tour of duty shall commence at 0700 hours and continue through to 0700 the following day.

**Section 3**

Overtime shall be paid to employees who work in excess of their regularly scheduled hours during a pay period. This includes mandatory training that the Bethel-Tate Fire Department requires.

**Section 4**

Employees shall be paid for overtime, at a rate of time and a half (1 1/2) the individuals calculated hourly rate.

**Section 5**

Employees shall be paid in increments of fifteen (15) minutes unless otherwise stated in this agreement

**Section 6**

Employees may trade shifts provided the Township incurs no additional costs (overtime or compensatory) as a result of such trade. Requests for use of trade must be submitted in writing and submitted for approval.

AS KJ

## Article 17-Staffing

### Section 1

Whereas the safety of the residents and the employees are always of the utmost importance to the Township and the Union the following requirements shall apply.

### Section 2

A staff of five (5) employees shall be on duty and the employer shall strive to maintain five person staffing at all times. This is to be accomplished with both full time and part time employees. Scheduling shall be done with all attempts to meet a staff of five (5) personnel. A minimum staffing level of at least four (4) personnel shall be maintained at all times. The personnel shall consist of the following;

- A. One (1) Firefighter/EMT -B/I/P (Lieutenant/Shift Supervisor/or designee)
- B. One (1) Firefighter/EMT-Paramedic
- C. One (1) Firefighter/EMT-B/I/P Engineer
- D. One (1) Firefighter/EMT-B/I/P
- E. One (1) Firefighter or Firefighter/EMT-B/I/P

### Section 3

In the event of a call off of a scheduled employee or emergency where an employee must leave before the end of their scheduled shift, where the employer shall use a reasonable amount of time not to exceed an hour and a half to fill the vacated shift, and should be as follows;

- A. A notification shall be sent out reference the shift vacancy.
- B. During that time, full time employees interested in filling the shift shall call the station and speak with the Lieutenant/shift supervisor/or designee to have their name placed on the available list.
- C. In the event no part time personnel fill the shift, the vacant shift shall be offered to the first qualified full time employee who called in.
- D. Full time personnel who fill shifts shall be mandated for a minimum of (4) hours and no more than (12) hours.
- E. In the event that shift coverage is needed for a (24) hour shift, the first employee awarded or mandated for the shift shall have the choice of the AM or PM portion of the shift.
- F. An employee who fills a shift opening shall be placed at the bottom of the established mandate list
- G. Should no full time employee voluntarily pick up the open shift the following mandate procedure shall be as follows in section 4 of this contract.

### Section 4

Full time employees that are to be mandated will be chosen using the established mandate list and as follows in this section:

- A. By the current updated mandate list to be kept current by the bargaining unit.
- B. The first employee that the employer can make contact with the certification level needed by the township.
- C. In the event of a 24 hour mandate shift, an employee cannot be mandated for more than 12 hours unless he or she volunteers to work the additional 12 hour shift and providing no other bargaining employee wants to work the second 12 hours. Under no circumstances is an employee to work for more than 24 hours of mandate-qualified time.
- D. Mandates shall be on a rotating basis. Once an employee has been mandated voluntary or involuntary, they shall be placed at the end of the mandate list.
- E. No employee shall be mandated while on approved scheduled time off. The scheduled time off is from the employee's end of shift before the scheduled time off to the end of the first scheduled shift back from scheduled time off.

**Section 5**

In the event of a full time firefighter position becoming available due to retirement, resignation or termination the township agrees to fill the full time position within 60 calendar days if there is an established promotional list and 90 calendar days if a full time promotion list is not established. Should the township fall on financial hardship the bargaining unit agrees to reopen article 17, Section 5 to renegotiate.

**Article 18-Emergency Call In/Recall**

**Section 1**

The Fire Chief or his Designee has the authority to call in or recall off duty full time personnel on an emergency basis to directly assist in emergency operations or to provide additional station staffing during emergency operations. In the event an employee is called in/recalled, the employee shall be paid at a rate of one and a half (1 1/2) times their regular pay. The employee shall remain on duty until released by the Fire Chief or his designee.

**Article 19-Labor Management Committee**

**Section 1**

In the interest of sound relations between the Union and the Township, a joint committee of no more than six (6) members, half of whom shall be from management and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern. This committee should meet no less than twice per calendar year and at any other time mutually agreed upon.

**Article 20-Grievance Procedure**

**Section 1**

A grievance is defined as a complaint, dispute, controversy or allegation in which it is claimed that either party has failed in an obligation, that there has been a breach of the Agreement, misinterpretation, excessive disciplinary action against an employee, or improper application of this Agreement.

**Section 2**

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. All grievances must be in writing and must contain the following information to be considered:

- A. The grievant name and signature.
- B. Grievant classification.
- C. Date grievance occurred.
- D. Description of the facts giving rise to the grievance.
- E. Articles and Sections of the Agreement alleged to have been violated.
- F. Remedy requested to settle the grievance.

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**Section 3**

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

Step 1: The Union, the employee or group of employees shall present their grievance in writing, within ten (10) business days of occurrence or within ten (10) business days after it has become known to the employee. The grievance shall be submitted to his/her immediate supervisor for their disposition. The supervisor shall attempt to adjust or resolve the grievance at that time and render a written decision within five (5) business days.

Step 2: If the grievance is not settled at the first step, the Union or the aggrieved may, within five (5) Business days, submit the grievance with all correspondence, to the Fire Chief. The Chief or his designee shall investigate and hold a grievance meeting within five (5) business days after the receipt of the grievance. The Chief shall reply to the Union President and aggrieved in writing within five (5) business days after the grievance meeting. The Union, the aggrieved employee(s) and Township shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. If the grievance is not appealed to the third step of the procedure within five (5) business days after receipt of the decision rendered by the Fire Chief, the Grievance shall be considered resolved.

Step 3: If the grievance is not settled at the second step, the Union or the aggrieved may, within five (5) business days, submit the grievance to the Head of the Board of Township Trustees after receipt of the decision rendered in step 2. If the grievance is not so presented, it will not be considered. A meeting with the Board of Township Trustees shall be scheduled within ten (10) business days or next scheduled meeting after the filing of the grievance in step 3. The decision of the Board of Township Trustees shall be issued in writing to the Union and the aggrieved within ten (10) business days of said meeting. If the Board of Township Trustees fails to answer in writing within ten (10) business days, the grievance will be presumed to have been denied.

Step 4: If the grievance is not settled at the third step, the Union may, within fifteen (15) business days, submit the grievance to arbitration. The Union shall notify the Head of the Board of Township Trustees of its intent to seek arbitration over the unresolved matter. The Township will notify the Union of any questions of arbitrability at this time. The parties may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. A grievance not submitted within the fifteen (15) business day period described above shall be deemed resolved on the basis of the decision rendered in step 3.

- A. 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 American Arbitration Association (AAA) 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 the AAA another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The strike off process must be completed within fifteen (15) days from the date the list(s) are received from the AAA. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.
- C. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing. The Ohio rules of evidence are applicable to the arbitration.

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- D. If the arbitrator upholds the grievance as set forth by the Union and grants the remedy sought by the Union, the Township shall bear the expenses of the arbitrator. If the arbitrator denies the grievance and grants the remedy sought by the Township, the Union shall bear the expenses of the arbitrator. In all other circumstances the expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.
- E. The arbitrators decision shall be final and binding on the Union, on all the Bargaining Unit Employees, and the Township.

**Section 4**

Time limits set forth in this Article may be waived or extended by mutual written agreement.

**Article 21 - Discipline**

**Section 1**

The tenure of every bargaining unit member shall be during good behavior and efficient service. No employee shall be disciplined except for those grounds set forth in section two (2) of this Article

**Section 2**

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, misfeasance, malfeasance, or nonfeasance, or violations of established standards of conduct which adversely affects the ability of the Township to provide services to the public. No employee shall be disciplined except for just cause. 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 and EMS Department. The employee may not be disciplined for actions on his own time that do not reflect on the Fire and EMS Department or do not violate any State or Federal statutory provisions.

**Section 3**

In initiating discipline, the Township agrees to the following forms of discipline.

- A. Verbal warning
- B. Written reprimand
- C. Suspension without pay, for up to 10 tours of duty
- D. Demotion in pay or position
- E. Discharge

Except in gross misconduct, the Township agrees to use progressive discipline.

**Section 4**

Gross misconduct is defined for purposes of this Agreement as any infraction which endangers the health and safety of any Township officer or employee or citizen, any action which subjects the Township to civil or criminal liability of any form, repeated absences without leave, and any other conduct of the employee which the Township feels could prevent the Township from providing services to the citizens of the Township.

*RAS fv*

### **Section 5**

Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the infraction by discussing the infraction with the employee. Fire Officers may prefer charges, issue verbal warnings or preliminary written reprimands without prior notice where the Employer feels that immediate discipline is warranted. Verbal warnings and reprimands may only be appealed through the grievance procedure up to and including step 2. For infractions involving suspension from duty, reduction in pay or position, or discharge, said discipline shall only be issued by the Fire Chief or his designee.

### **Section 6**

In cases where the Fire Chief or his designee, determines that a written reprimand, a suspension, reduction in classification, reduction in pay or discharge may be the appropriate remedy, they shall notify the employee of the charges supporting the discipline requested. The employee may request full disclosure of all statements and related documents or other evidence supporting the disciplinary action. The Employer will provide copies at no cost to the employee within three (3) business days of such request. Within five (5) business days of receipt of this notification, the employee must notify the employer in writing of their intent to contest the disciplinary action. A pre-disciplinary conference will be scheduled between the employee, a Union representative, the Fire Chief or his designee, no sooner than five (5) and no later than ten (10) business days from when the notice from the employee was received. The employee shall be entitled to one continuance of the pre-disciplinary conference for a period of not more than ten (10) business days.

The employee may waive a pre-disciplinary conference by filing a written waiver with the Fire Chief.

At the pre-disciplinary conference, the employee shall have the right to call witnesses on his behalf or present any other evidence he feels is warranted in his defense. In addition, the employee may cross examine witnesses. Including the Fire Chief or his designee. The employee shall be entitled to one continuance of the pre-disciplinary conference for a period of not less than five (5) days nor more than ten (10) days.

The pre-disciplinary conference may be recorded at the request of either party.

Within five (5) business days of the conclusion of the pre-disciplinary conference, the Fire Chief or his designee will issue a written opinion of his findings and recommendations, with copies being sent to the employee, the Union President and the Township Trustees.

### **Section 7**

All disciplinary actions may be appealed through the grievance procedure as outlined above.

1. Verbal warnings may be appealed through step 2 of the grievance procedure.
2. Written reprimands may be appealed through step 3 of the grievance procedure.
3. Suspensions, reductions in pay or position and discharge may be appealed through step 4 of the grievance procedure.

### **Section 8**

For the purposes of this Article, employees who have failed to complete the required initial employment probationary period are not permitted to appeal disciplinary actions to step 4 of the grievance procedure.

**Article 22-Uniforms**

**Section 1**

The employer shall provide all required protective clothing and equipment to all employees. Protective clothing and equipment will be replaced as needed, as determined by the Fire Chief or his designee.

**Section 2**

Uniforms will be provided to all employees and will be replaced as necessary. Each full time employee in the bargaining unit will receive an annual clothing allowance to replace uniform items. This allowance shall be in the amount of three hundred fifty (350) dollars and not to exceed four hundred (400) dollars. Only uniforms and equipment which have been approved for on duty wear shall be purchased.

**Section 3**

The uniform and all items of clothing which make up the Township issued and accessories must be clean, neat, and orderly. The Township will continue to provide a washer and dryer with detergent so that contaminated clothing and PPE may be cleaned.

**Section 4**

All personal protective equipment shall be maintained in a clean presentable condition, in a manner as prescribed by the manufacturer, by the individual to whom they are issued.

**Article 23-Vacation**

**Section 1**

All full time employees who have completed their probationary period are entitled to paid vacation in accordance with the following table:

1. <b><u>After completion of 1<sup>st</sup> year</u></b>	<b>48hrs/year</b>
2. <b><u>After completion of 2<sup>nd</sup> year</u></b>	<b>96 hrs/year</b>
3. <b><u>After completion of 5<sup>th</sup> year</u></b>	<b>120hrs/year</b>
4. <b><u>After completion of 10<sup>th</sup> year</u></b>	<b>144hrs/year</b>
5. <b><u>After completion of 15<sup>th</sup> year</u></b>	<b>168hrs/year</b>
6. <b><u>After completion of 20<sup>th</sup> year</u></b>	<b>212hrs/year</b>

\*Accrual of vacation shall be on the basis of continuous full-time service with BTFD\*

**Section 2**

Employees may carry over a maximum of ninety six (96) hours of unused vacation from one year to the next.

**Section 3**

Employees shall be allowed time off as determined by the scheduling officer, however the wishes of the employee will be taken into consideration when efficient operation of the department permits. Vacation scheduling will be based on Township seniority and per procedure. The procedure for scheduling vacation will be as follows: During the month of January of each year employees will be asked to submit vacation requests for the year. These requests will be granted by seniority. After the first of February any request submitted for vacation time will be on a first-in-line, first-in-time basis. If two (2) or more employees request the same day off, the employees with the most seniority will prevail. No more than two (2) bargaining unit employees assigned to the same shift will be permitted to take off at the same time.

RAS RV

**Article 24- Holidays**

**Section 1**

All full time members of the bargaining unit shall be entitled to the following holidays:

- |                        |                   |
|------------------------|-------------------|
| Martin Luther King Day | 11.Christmas Day  |
| Presidents Day         | 12. New Years Eve |
| Memorial Day           | 13. New Years Day |
| Independence Day       |                   |
| Birthday               |                   |
| Labor Day              |                   |
| Columbus Day           |                   |
| Thanksgiving Eve       |                   |
| Thanksgiving Day       |                   |
| Christmas Eve          |                   |

**Section 2**

All holidays are to be considered as eight (8) hours each

**Section 3**

The above holidays may be taken anytime throughout the year with the approval of the Fire Chief or his designee. If two (2) or more employees request the same day off, the employees with the most seniority will prevail. No more than two (2) bargaining unit employees assigned to the same shift will be permitted to take off at the same time.

**Section 4**

Requests for holidays off must be made fourteen (14) days prior to the requested day off. In an emergency, less notice may be approved by the Fire Chief or his designee.

**Article 25 - Mandatory Paid Training**

**Section 1**

The Employer shall pay for all courses that are required by the Township and/or the State of Ohio as a requisite to maintain a professional license/certification or to maintain or advance in employment. These courses are to be paid for at a rate of one hundred (100) percent.

**Article 26- Probationary Periods**

**Section 1**

All newly hired 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 to arbitration.

RAS fw

**Section 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 (1) year 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 which he is qualified.

**Article 27- Wage/Compensation**

The following annual rates of compensation for certain uniform members of the Fire Department are established:

The following rates of pay are established effective January 1, 2014 for full-time personnel hired on or before January 1, 2010

**Firefighter/EMT**

	2014	2015	2016
Annual	\$41,970.00	42,970.00	44,470.00

**Firefighter/EMT-I**

	2014	2015	2016
Annual	\$42,970.00	43,970.00	45,470.00

**Firefighter/Paramedic**

	2014	2015	2016
Annual	\$44,925.00	45,925.00	47,425.00

Any full time employee hired after January 1<sup>st</sup> 2010 will be at a pay rate of (3000) Three thousand dollars less than their current certification level as defined above.

\*Should the township fall on financial hardship during the life of the contract the bargaining unit agrees to reopen article 27 (wages) to renegotiate\*

**Article 28-Incentives**

**Section 1**

Incentive rates shall be in addition to the yearly rates as described in title wage and compensation.

**Section 2**

Incentive rates shall be as follows:

Category \_\_\_\_\_

- |   |           |
|---|-----------|
| 1. Promotion to Lieutenant/Shift Supervisor | \$2500.00 |
|---|-----------|

**Section 3**

Incentive rate shall be paid equally over annual pay (24 pay checks)

**Article 29 - Insurance**

**Section 1**

The Employer will provide and pay premiums for a life insurance policy for each employee in the bargaining unit.

**Section 2**

The Employer agrees to provide and maintain hospitalization, dental, and vision coverage equal to or better than the coverage that is in place as of Fiscal Year 2010, except as provided below. The Employer shall maintain payments of monthly premiums in full, up to the renewal date of current insurances.

This contract will allow for a re-opener on the Insurance Article only each year of the contract in the event that the following conditions exist.

In the event the premium increase exceeds fifteen (15) percent during the life of the contract, and/or if the Township desires to make changes in the insurance coverage provided, the Township shall give thirty (30) days notice to the Union of any proposed change. Thereafter, upon request from the Township or the Union, the Township representatives shall meet with representatives of the Union to negotiate the proposed changes.

This re-opener will occur as soon as the Township is provided the notice of rate increase from their insurance carrier.

Nothing in this Article shall be construed to abridge the right of the Employer to change carriers and/or agents.

## **Article 30 - Drug/Alcohol Testing**

### **Section 1**

Drug/Alcohol testing may be conducted on employees for post-accident involving personal injury or property damage in excess of five thousand (\$5000) dollars, or reasonable suspicion. Reasonable suspicion must be based on specific facts or observations and reasonable inferences of illegal drugs or controlled substances, or has used or is under the influence of alcohol when reporting for duty or while on duty.

Bargaining Unit employees may of their own volition, undergo a drug and/or alcohol screening test if they are involved in an on duty incident or accident involving serious bodily injury, extensive property damage or death. Testing done under these circumstances will be treated the same manner as if the employee has been ordered to undergo screening.

### **Section 2**

All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human services (DHHS) or certified by a DHHS-recognized certification program. The procedures utilized by the District and testing laboratory shall follow Department of

Transportation standards. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Township and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures.

### **Section 3**

A positive result of a blood alcohol concentration of .08% or above or a positive drug test entitles the Township to proceed with sanctions as set forth in this Article.

### **Section 4**

The results of the testing shall be delivered to the Township and the employee tested in accordance with this Article. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results, only to the employer to be utilized in accordance with the provisions of this Agreement.

If the screening test and confirmatory test are positive, the Township may discipline the employee. The provisions of this Article are not directed to discourage employees to seek assistance for substance abuse issues. In the event an employee reports to the Township or the Township discovers that an employee has placed himself into a rehabilitation or detoxification program prior to being required to submit for drug/alcohol testing as specified within this Article or to admit that he may have a drug or alcohol problem and request assistance prior to being requested to submit, the employee shall not be subject to discipline, as set forth in this Article, solely in the basis of such treatment or admission.

### **Section 5**

The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has three (3) business days in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within three (3) business days of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the split

specimen is unavailable, inadequate for testing or un-testable, the MRO shall cancel the test and report the cancellation and reasons for it to the Township and the employee and the Township shall deem the test as negative.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

**Section 6**

If the testing pursuant to this Article had produced a positive result the Township may take disciplinary action and/or require the employee to participate in a rehabilitation or detoxification program. If no such leave credits are available, the employee may be placed on medical leave of absence without pay for the period of rehabilitation or detoxification program. Upon satisfactory completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position, unless the employee has received demotion as part of any disciplinary action that may have been imposed as per this Article. Such employee may be subject to periodic retesting, upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

**Section 7**

If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action.

**Section 8**

Cost of the initial drug screening tests shall be borne by the Township. The employee shall pay for the second test of a split sample specimen which he/she requests and shall be reimbursed by the Township if the test is negative.

**Article 31- Payment at Separation**

**Section 1**

A full-time employee whose employment has been voluntarily separated shall receive compensation for all unpaid leaves (other than sick leave) pay at the employee's current rate of pay.

**Section 2**

A full time employee who retires from the township under O.P.&F. or dies (not in the line of duty) shall receive compensation for all unpaid leaves and shall be entitled to convert accrued but unused sick leave pursuant to the following schedule (conversion to be based upon the rate of pay at the time of retirement or death.)

<u>Service credit years with O.P.&amp;F.</u>	<u>Percent conversion</u>	<u>maximum payment</u>
10-14	50%	600
15-24	55%	660
25+	60%	720

*RAS RW*

**Section 3**

Death of employee: in case of a death in the line of duty of an active full time employee, the accumulated leaves, including sick leave shall be converted to a lump sum payment at one hundred (100) percent of its value, payable to the employees designated beneficiary as on the employee's O.P. &F. designation, or if no O.P.&F. beneficiary is listed on file, payment will be made to the beneficiary listed on the VFIS designation, or, where no beneficiary is designated, to the wishes indicated in the employee's last will and testament, under no circumstances shall such payment be made to the State of Ohio file.

Should an employee be killed in the "Line of Duty" and is married or has children under the age of eighteen years of age at the time of death, the spouse or caregiver of the employee's dependents shall continue to receive for a period of three months, the base wages of the deceased employee and health benefits at the applicable level. This "wage & benefit continuation" is designed to provide a safety net for the families of members killed in the line of duty.

**Article 32 - Integrity of the Agreement (Savings Clause)**

**Section 1**

If any provision of this Agreement, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**Section 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.

**Article 33 - Duration**

**Section 1**

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016 unless otherwise terminated as provided herein.

**Section 2**

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such motions shall be certified mail with the return receipt requested.

*RAS RV*

**Appendix A-Seniority List**

Section 1

Current full-time employee's seniority rankings are as listed in this appendix.

1. Rick Stowell
2. David Long
3. Jerry Welch
4. Brian O'Neil
5. Chris Cooper
6. Phil Becker
7. Sean O'Neil
8. David Taylor
9. Daniel Head
10. Kent Bryant
11. Ronald Whitaker
12. Brandon Nartker

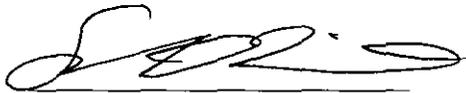
*RAS RV*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 3<sup>rd</sup> day of December 2013.

**For: Bethel-Tate Fire Fighters  
IAFF Local 4509**

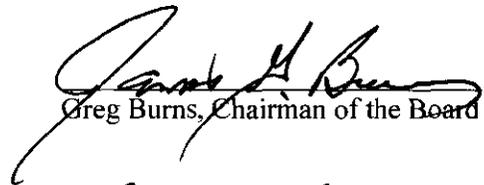
**For: Tate Township  
Clermont County, Ohio**

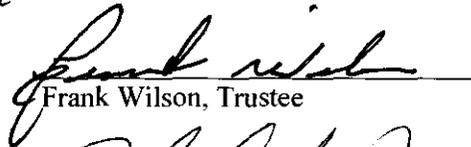
  
Ronald Whitaker, President

  
Sean O'Neil, Vice President

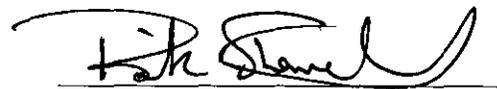
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\_\_\_\_\_

  
Greg Burns, Chairman of the Board

  
Frank Wilson, Trustee

  
Howard Daughtry, Trustee

  
Rick Stowell, Fire Chief

# SERB

65 East State Street 12th Floor  
Columbus Ohio 43215-4213



W. Craig Zimpher, Chair  
Vice Chair  
N. Eugene Brundige, Board Member

Christine A. Dietsch, Executive Director

John R. Kasich, Governor  
Mary Taylor, Lt. Governor

October 30, 2013

Ronald Whitaker  
2587 Gaylord Avenue  
Bethel, OH 45106  
rwhitaker911@gmail.com

Richard Stowell  
149 North East Street  
Bethel, OH 45106  
1tom90@fuse.net

RE: Case No. 2013-MED-10-1481  
Bethel Tate Professional Firefighters and Tate Township

Dear Messrs. Whitaker and Stowell:

The referenced case number has been assigned to the Notice to Negotiate filed by the Union. A negotiation period of 60 days has been established based upon the information on the Notice to Negotiate. In review of the Notice to Negotiate, we understand that the parties do not have a mutually agreed dispute settlement procedure to resolve any impasses in current negotiations and that the statutory dispute settlement procedure is to apply.

As representatives, you will receive all correspondence and telephone calls from the Bureau of Mediation. To change representatives, a Notice of Appearance must be served upon the other party and filed with our office. A copy of the Notice of Appearance form is located on our web site at [www.serb.state.oh.us](http://www.serb.state.oh.us) under Forms.

**When a tentative agreement has been reached please notify the Bureau of Mediation at [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us).** If you have questions, contact the Bureau of Mediation at (614) 644-8716.

Please notify [Tjohnson@serb.state.oh.us](mailto:Tjohnson@serb.state.oh.us) in the Research and Training Section when you have **ratified the agreement**. The Research and Training section will send you Clearinghouse reports to help you fill out the **required** Contract Data Summary sheet that is to be filed with the signed collective bargaining agreement in accordance with OAC 4117-9-07.

Sincerely,

A handwritten signature in black ink that reads "Donald M. Collins".

Donald M. Collins  
General Counsel  
DMC:mel

STATE EMPLOYMENT  
RELATIONS BOARD

2013 DEC -6 P 3: 35

To whom it may concern:

Enclosed is the original signed agreement between IAFF Local 4509 and Tate Township Clermont county we were unable to file electronically. Please contact me if there are any issues or concerns.

Thank you,

A handwritten signature in black ink, appearing to be 'RW', written in a cursive style.

Ronald Whitaker, President Local 4509

[rwhitaker911@gmail.com](mailto:rwhitaker911@gmail.com)

2587 Gaylord AVE

Bethel, Ohio 45106

513-967-2854 cell

513-734-4444 work