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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GREEN TOWNSHIP, HAMILTON COUNTY, OHIO
AND
THE GREEN TOWNSHIP FIREFIGHTERS ASSOCIATION

EFFECTIVE DATE: August 1, 2015

TERMINATION DATE: July 31, 2018

PREAMBLE

This Agreement made and entered into this 22nd day of June, 2015, by the Township of Green, hereinafter referred to as the "Township", and the Green Township Firefighters Association, hereinafter referred to as the "Association".

ARTICLE I. RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive representative and collective bargaining agent during the entire term of this Agreement with respect to wages, hours, terms and other conditions of employment for the classification of part-time firefighter within the Green Township Department of Fire & EMS.

For the purpose of this Agreement, the term "employee" shall mean a part-time firefighter actively and fully serving in a capacity of firefighter, EMT, paramedic, and all combinations contained therein. Excluded from this are officers, secretarial staff and career full-time personnel.

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

ARTICLE II. BINDING AGREEMENT

The provisions of this Agreement shall be binding upon the Township and the Association and its successors and/or assignees.

ARTICLE III. NON-DISCRIMINATION

The Township and the Association agree there shall be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex or handicap.

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

ARTICLE IV. MANAGEMENT RIGHTS

The Association recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties

and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

B. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; to determine the amount of supervision necessary, work schedules and the method of process by which work is performed.

C. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changes classification.

D. The right to determine an existence or non-existence of facts which are the basis of the management decisions; establish or continue policies, practices or procedures for the conduct of the Department of Fire & EMS and its services to the citizens of Green Township and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the Township of Green; determine the number of hours per day or week any operation of the Department of Fire & EMS which may be carried on; select and determine the number and types of employees required; assign such work to such employees in accordance with the requirements determined by management authorities; establish training programs and upgrading requirements for employees within the Department; establish and change work schedules and assignments; transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty; continue, alter, make and enforce reasonable rules for the maintenance of discipline; suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Green Township Department of Fire & EMS, subject to the terms of this Agreement.

With respect to these management rights, the Township shall have the clear and exclusive right to make decisions in all areas and such decisions, except as otherwise provided in this Agreement, shall not be subject to the grievance procedure.

The Township is not required to bargain on subjects reserved to the management and direction of the Township in O.R.C. Section 4117.08 except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of any provision of this collective bargaining agreement. Any employee, group of employees, or the Association may raise a legitimate complaint or file a grievance based on this collective bargaining agreement.

ARTICLE V. REPRESENTATIVES

The Township recognizes the right of the Association covered by this Agreement to select five representatives from the bargaining unit. The authority of the representatives so selected by the members shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances with a represented employee's superior officer in accordance with the provisions of the Agreement as set forth in Article VII.

B. The transmission of such messages and information, either through posting a notice on designated bulletin boards or by use of the Township electronic mail system, which shall originate with, and are authorized by the member, provided such messages and information:

1. Have been reduced to writing; or
2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to perform services, or any other interference with the Township's business.

The representatives have no authority to take, encourage or tolerate strike action or any other action prohibited under this Agreement interrupting the Employer's business.

The Township shall permit the Association to utilize one bulletin board at each station not to exceed six square feet at a convenient and suitable place so that the Association may conduct its business through announcements and notices.

ARTICLE VI. AVAILABILITY AND WORK SCHEDULE

As used in this Article, a work period shall consist of a 28 day work period. A shift shall consist of 12 consecutive hours. There shall be two shifts, one commencing at 6:00 a.m. and ending at 6:00 p.m.; the second commencing at 6:00 p.m. and ending at 6:00 a.m. Each employee is required to work a minimum of 648 hours each calendar year, regardless of any paid or unpaid vacation time provided for hereafter.

A. Mandatory Work Schedule – Each employee is assigned a unit day, which requires the employee to work the mandatory 648 hours on a specific 12-hour shift every 6th day. Employees may be permitted to work shifts of less than 12 hours as scheduling allows.

B. Optional Additional Work Schedule – Each employee may submit a schedule of availability for additional shifts each 28 day work period pursuant to any scheduling policy adopted by the Fire Chief. Employees may voluntarily work in excess of assigned unit day shifts in a 28 day work period up to a maximum of seventeen 12-hour shifts in the work period. Employees may work in excess of seventeen shifts in a given work period only with the approval of the Fire Chief or his designee. Work schedules will be published at least 14 days prior to the beginning of the next 28-day work period. Schedules shall be determined in accordance with the needs of the department and nothing contained herein shall be construed to be in derogation of the Management Rights provision of Article IV of this contract.

C. Comparable Coverage - An employee unable to fulfill his scheduled shift shall be solely responsible for obtaining substitute coverage, with the exception of missing all or a portion of a scheduled shift due to attendance at an approved fire or EMS training course, as provided for in Article XVIII herein. A substitute employee of lesser qualifications shall be allowed only with the permission of the Fire Chief or his designee. Trading shifts to other employees does not relieve the employee from meeting the minimum number of hours worked per calendar year as set out in Paragraph A above.

D. Weekends and Holidays - Each employee is required to work on weekends based on the unit day to which the employee is assigned. With respect to the ten holidays as set forth in Article IX, each employee will be assigned to a regular unit day and will be required to work those holidays which fall upon that employee's regular unit day. However, during the 24 hour unit day shift on a holiday, two employees shall be entitled to take an unpaid vacation day, as provided in Paragraph F below. Vacation time off requests for a holiday shall be submitted by March 30th of each calendar year. No more than two employees will be permitted to exercise unpaid vacation time off during the 24 hour unit day shift that falls on a holiday. Approval of vacation requests will be based on seniority. No employee shall be entitled, regardless of seniority, to take a vacation day on a holiday more than once each calendar year.

E. Qualifications and Seniority - In the event there is a conflict in the availability schedule within a specific classification (i.e., Recruit, FF3, FF4, FF5, PM3 PM4 and PM5) preference shall be given to the more senior member on the eligibility list for that particular shift.

F. Vacation.

1. Each employee with less than six years of service with the employer is eligible for vacation time off without pay on five shifts per year. This allows an employee to release himself from a scheduled unit day rotation shift. Each employee with less than 11 years of service but with at least six years of service

is eligible for vacation time off without pay on six shifts per year. Those employees with eleven or more years of service are eligible for vacation time off without pay on eight shifts per year.

2. Notwithstanding the foregoing, employees with a minimum of five years of continuous service in the Department and who worked 1,560 hours or more in the preceding contract year (defined herein as August 1st through July 31st) shall be entitled to have 24 hours of the eligible vacation time off paid per contract year. The paid 24 hours shall not be in addition to the number of vacation shifts set out above.
3. For purposes of determining vacation time off, a shift is defined as 12 hours or 24 hours, depending on whether the employee is working a 12 hour shift or a 24 hour shift, as provided for below.
4. No more than two employees will be permitted to exercise paid or unpaid vacation time off in the same 24 hour unit day shift. Approval of vacation requests will be based on seniority.
5. Employees shall be required to work a minimum of 648 hours each calendar year, regardless as to whether the employee takes paid or unpaid vacation time.

G. Discipline - The disciplinary procedure for any violation of this Article shall be the same disciplinary provisions as set forth in Article XVII herein.

H. Bumping - Once a 28 day work schedule has been published by the employer the Fire Chief shall not permit any full time firefighter to bump an employee off a scheduled shift.

I. The Fire Chief shall be entitled, but not obligated, to establish voluntary 24 hour work shifts on each unit day. Designated employees will work a 24 hour shift every 6th day on their assigned unit day. If any such shift schedules are established, they will be filled based on seniority within each unit day's firefighter roster. All other provisions of the collective bargaining agreement would remain the same for these employees.

ARTICLE VII. GRIEVANCE PROCEDURE

A. Purpose: The Grievance procedure is a method by which an employee can express a grievance as defined in this Agreement without fear of reprisal, and obtain a fair hearing at the lowest level possible.

B. Definition of Grievance: A grievance is an allegation by an employee, group of employees, or the Association that the written provisions of this Agreement have been violated.

C. Employee Rights: Except as otherwise provided herein, in all grievance proceedings, the employee may represent himself or may be represented only by the representatives of the Association, who shall be deemed his representatives.

D. Job Action: Should any grievance arise, there shall be no suspension of work, slow down or any other job action, and the question shall be disposed of in the manner set forth in this Article.

E. Expeditious Progress: Every effort shall be made to expedite the grievance process. Failure of the employee or his representatives to adhere to the time limits in appealing a decision shall result in the resolution which was obtained at the prior step. A failure on the part of the District Chief, the Assistant Fire Chief, the Fire Chief or Township Administrator to adhere to time limits shall move the grievance to the next step. The time limits may, however, be extended by the express written consent of the parties involved. For the purposes of this Article only, working days shall be defined as Monday through Friday, excluding holidays recognized by this Agreement.

F. Grievance Form: All written grievances shall be submitted only on a Township approved grievance form and shall include the following information:

1. A statement of the grievance and the facts involved.
2. The article and section of the Agreement allegedly violated.
3. The remedy requested.
4. The signature of the employee and/or his representatives, and the employee shall be bound by the acts of his representatives or legal counsel.

G. Grievance Steps: The grievance procedure shall not apply to disputes concerning disciplinary matters except as otherwise provided for herein. These items shall be dealt with in subsequent Articles herein. Grievances shall be settled in the following manner:

Step 1. The aggrieved employee shall orally present the facts to the District Chief within five working days of the date on which the grievance arose or which the employee became aware of the grievable event. In the event any grievance is not initiated within said time limits, the right to file said grievance shall be waived. Neither the employee nor the District Chief shall be accompanied by anyone at this level of the grievance procedure. The District Chief shall reply to the employee within three working days from the date on which the grievance was submitted.

Step 2. If the grievance is not resolved in Step 1, the employee, or his representatives, may submit the grievance orally to the Assistant Fire Chief within three working days from the response to the grievance from the District Chief. Upon the receipt of the oral grievance, timely made, the Assistant Fire Chief shall reply to the employee, or his representatives, within three working days from the date on which the oral grievance was heard.

Step 3. If the grievance is not resolved in Step 2, the employee or his representatives, may submit the grievance in writing to the Fire Chief within three working days from the response to the grievance from said Assistant Fire Chief. Upon receipt of a written grievance, timely filed, the Fire Chief shall arrange a hearing within five working days. Said hearing shall include the aggrieved employee and/or Association member representatives, the District Chief, the Assistant Fire Chief, and other parties necessary for full and complete determination of the grievance. The Fire Chief shall preside over the hearing, hear the entire case and obtain all of the facts. The Fire Chief shall then render a written decision within five working days from the completion of the hearing.

Step 4. If the grievance is not resolved in Step 3, the employee, or his representatives, may, within ten calendar days from the receipt of the response of the Fire Chief to the grievance, appeal the grievance by filing written notice with the Township Administrator requesting a hearing. The Township Administrator shall schedule a hearing within ten calendar days of his receipt of the notice of appeal. No facts shall be presented at this step which were not offered at Step 3. The Township Administrator shall render his decision within ten calendar days of the hearing, with copies sent to all parties concerned.

Step 5. If the grievance is not resolved in Step 4, the employee, or his representatives, within ten calendar days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Board of Green Township Trustees requesting a hearing. The grievance shall be heard by the Board of Trustees, in Executive Session, within 30 calendar days after receipt of the notice of appeal. No facts may be presented at this step which were not presented at Step 3. The Board of Green Township Trustees shall render a written decision within 15 working days after the hearing. The employee may be represented by legal counsel of his or her choice at Step 5 and Step 6 of the procedure.

Step 6. Except as otherwise provided herein, if the grievance is not resolved in Step 5, the employee, or his representatives, within 14 calendar days from the receipt of the decision of the Board of Green Township Trustees to the grievance, may appeal the grievance by filing written notice with the Green Township Clerk requesting binding arbitration. No facts may be presented at this step which were not presented at Step 3. The Green Township Clerk shall schedule a meeting, to be held within 30 calendar days after notification of a request to arbitrate, to begin the selection procedures outlined below. The employee may withdraw his request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration.

After receipt of a request to arbitrate, the parties shall select an arbitrator. The arbitrator shall be selected from the Federal Mediation and Conciliations Service (FMCS). The FMCS shall be jointly requested to submit a panel list of nine arbitrators. Beginning with the employee, the parties shall alternately strike the names of the arbitrators until only one name remains. Each party may once reject the remaining name and request from the FMCS another list of nine names until a mutually agreeable arbitrator is selected. The arbitrator shall limit his decisions strictly to the

interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement.

The question of arbitrability of a grievance may 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. The first question to be placed before the arbitrator shall be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is arbitrable, the alleged grievance shall be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the employee, the Association and the Township, and there shall be no appeal to a Court of competent jurisdiction or any agency of the State of Ohio. The arbitrator shall be requested to issue his decision within 30 calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of the production of any evidence requested by the arbitrator, the fee of the arbitrator and any other expense connected with the arbitration shall be borne equally by the employee and the Township. The expenses of any non-employee witness shall be borne by the party calling said witness. The fees of a court reporter shall be paid by the party asking for the same, or divided equally by the employee and the Township if both parties desire a reporter or request a copy of any transcripts.

ARTICLE VIII. PROBATIONARY PERIOD

Each new employee shall be required to serve a probationary period of 12 months. A probationary employee whose service has been determined by the Fire Chief to be unsatisfactory shall have his employment terminated by the Board of Trustees on or before the completion of his probationary period. The determination by the Fire Chief and the Board of Trustees to terminate an employee during his probationary period shall not be grievable or appealable. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

ARTICLE IX. HOLIDAYS

Any part-time employee actually working the following holidays shall receive pay at the rate of two times the regular hourly rate for each hour actually worked. The double rate shall be applied toward the regular hourly rate as set out in Appendix A herein. It shall not include the additional \$2.00 per hour weekend shift differential provided for in Article XI herein in the event that an employee works on a holiday that falls on a weekend and is otherwise eligible for the weekend shift differential. In such a case the employee will be entitled to double the total of his regular hourly rate and the \$2.00 per hour weekend shift differential (assuming the employee is eligible for the differential as provided for in Article XI herein).

The holiday begins at 6:00 a.m. of the holiday date and ends at 6:00 a.m. on the day following the holiday. The holidays shall be:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Eve
- I. Christmas Day
- J. New Year's Eve

In order to prevent confusion when a holiday calendar date falls on a weekend and the "Observed" Holiday falls on a Friday or Monday, holiday pay shall be applied to the 10 holidays listed above as follows:

New Year's Day – holiday pay is given to those who work on January 1st regardless of the day of the week it falls on.

Martin Luther King Day – always on a Monday, so holiday pay is given to those who work that Monday.

President's Day – always on a Monday, so holiday pay is given to those who work that Monday.

Memorial Day – always on a Monday, so holiday pay is given to those who work that Monday.

Independence Day – holiday pay is given to those who work on July 4th, regardless of the day of the week it falls on.

Labor Day - always on a Monday, so holiday pay is given to those who work that Monday.

Thanksgiving Day – always on a Thursday, so holiday pay is given to those who work on that Thursday.

Christmas Eve – holiday pay is given to those who work on December 24th.

Christmas Day – holiday pay is given to those who work on December 25th, regardless of the day of the week it falls on.

New Year's Eve – holiday pay is given to those who work on December 31st.

ARTICLE X. LEAVES OF ABSENCE

A. A leave of absence may be granted by the Fire Chief with the approval of the Township Administrator under the following conditions:

1. Leave of absence is always without pay.
2. Leave of absence may only be granted to part-time employees who have successfully completed their probationary period of 12 months.
3. The request for a leave of absence must be in writing from the employee outlining the reasons.
4. The employee shall return all issued equipment and uniforms.
5. Failure to return from a leave of absence at the specified date will be considered as a resignation.
6. All approved leaves of absence shall be confirmed in writing to the employee by the Township Administrator with a copy to the employee's file.
7. Re-employment, if applicable, should be part of the conditions of the leave of absence. If not, the employee is subject to the availability of employment at the time of his requested return. Employees returning from military service are subject to the Veterans Re-employment Rights.
8. Under no circumstances will a leave of absence extend beyond one year unless the Fire Chief, in his sole and absolute discretion, consents to a further extension. The decision of the Fire Chief as to whether an extension should be granted and the length of any extension is final, binding and conclusive and his decision is not grievable.

B. Types of leave of absence:

1. Military: Serving one's country.

A regular part-time employee who leaves a position for the purpose of entering full-time military services, by virtue of draft, is placed on a military leave of absence. All Federal and State laws relating to the military will be adhered to.

A regular part-time employee of the Township who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or member of other reserve components

of armed forces of the United States is entitled to a military leave of absence from his duties. When an employee is ordered to annual training, the Township will make up in pay any loss in salary which the employee suffers. The Township pay shall be based upon the employee's regular Township pay rate. The total pay from the military and Township for the period shall not exceed the employee's regular pay rate in effect at the time the employee leaves the military duty. Such period or periods for which the Township pay is received shall not exceed 31 days in any one calendar year.

When such military service (including National Guard and reserve duty) is carried out at the option of the employee or when that person leaves to complete his basic and advanced training requirements, the Township will grant the employee a military leave of absence, but without pay. The employee must submit proper documentation (i.e.: orders, rates of pay, etc.) prior to leaving.

2. The Family Medical Leave Act of 1993:

Any situation covered by the Family and Medical Leave Act of 1993.

C. In the event an employee is injured while on duty, that employee may apply for light duty, if available, at the Fire Chief's sole and absolute discretion. The decision of the Fire Chief as to whether light duty should be granted is final, binding and conclusive and his decision is not grievable.

ARTICLE XI. SALARIES, WAGES AND COMPENSATION

Effective August 1, 2015, all employees governed by this Agreement shall receive wages at the wage rates set forth in Appendix A hereof. A description of the qualifications for the pay steps is set forth in Appendix B hereof.

In addition to the hourly wage set out in Appendix A, an employee shall be entitled to a \$2.00 per hour shift differential for weekends (Friday at 1800 until Monday at 0600) for any weekend shifts after an individual has already worked one in a 28 day work period, so that the differential shall be not paid for the first weekend shift of an individual in a 28 day work period, but shall be paid for all additional weekend shifts worked by an individual in a 28 day work period.

ARTICLE XII. ALLOWANCES

A. Employees who travel on authorized Township business for training or professional development purposes, approved by the Township Administrator as being in the best interest of the Township, shall be reimbursed for reasonable travel purposes, including air, rail or bus fares, parking, lodging and meals. The Township Administrator may establish maximum reimbursable

limits for travel expenses. In the event such travel is outside the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

B. Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Township Administrator, shall be paid for the employee, either by direct payment, by advancement or reimbursement. In the event such conference, seminar or event is to be held outside of the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

C. In the event that an employee receives prior approval by the Fire Chief or the Board of Trustees to use his personal vehicle for the purpose of Township business, such employee will be reimbursed at the per mile rate as approved by resolution of the Board of Trustees.

D. Employees with a minimum of five years of continuous service in the Department and who worked 1,200 hours or more in the preceding contract year (defined herein as August 1st through July 31st) are entitled to participate in a college level tuition reimbursement plan, for courses required in a program of a declared major in Fire Science or EMS study, and that has been approved by the Fire Chief. Upon completion of the course with a grade of 3.5 or better the Township shall pay 100% of the tuition cost, with the tuition cost not to exceed the lesser of the cost of hourly tuition at the University of Cincinnati or the cost at the college where the course was taken. Upon completion of the course with a grade of 3.0 but less than 3.5 the Township shall pay 50% of the tuition cost, with the tuition cost not to exceed the lesser of the cost of hourly tuition at the University of Cincinnati or the cost at the college where the course was taken. This tuition reimbursement shall be limited to one course per quarter or semester. Any employee requesting participation in the tuition reimbursement plan must notify the Fire Chief no later than October 1st of the preceding calendar year of the schedule for the following calendar year. Requests turned in after October 1st will not be granted for the following calendar year.

ARTICLE XIII. PHYSICAL EXAMINATION

A. All members of the Union shall be entitled to a voluntary physical examination annually, to be paid by the Employer.

B. The makeup of the physical examination may be changed in the future by the Fire Chief. The initial examination makeup will include the following for each member:

- Height & Weight Measurement
- Blood Pressure, Temperature, Pulse, Respirations
- Vision Screening
- Urinalysis
- CBC (blood work)
- Metabolic Panel (blood work)
- Lipid Panel (blood work)

Pulmonary Function Test
Respirator Risk Appraisal
Health Risk Assessment
EKG

C. A Cardiac Stress Test will be offered to firefighters every other year, and a PSA Test will be offered annually to firefighters over the age of 40.

D. Confidentiality of all personal medical information obtained through the physical examination shall be in accordance with federal and state law, and no personal medical information may be disclosed to any person without written authorization of the person receiving the examination or test.

E. At the conclusion of the examination, the examining physician shall inform the Employer as to whether the person examined is fit for duty or not fit for duty. In the event that the examining physician reports that the person examined is not fit for duty, the physician will also inform the Employer as to why the person examined is not fit for duty and the physician will also provide a professional opinion as to how long the person examined may continue to be not fit for duty. Each employee who undergoes a basic physical or cardiac shall execute a medical release authorizing the examining physician to provide to the Township the information set out above.

ARTICLE XIV. CLOTHING ALLOWANCE

A. New part-time firefighters are issued two sets of work clothing, one jacket and one pair of safety shoes if needed by employees which are to be used exclusive in the course of employment. After one year of service, part-time firefighters shall be issued replacement sets of work clothing and jackets on an as needed basis as reasonably determined by the Fire Chief or his designee.

B. Effective August 1, 2015 and thereafter, each employee who has completed probationary status shall be paid a \$300 clothing maintenance allowance, to be included in the payroll check issued during the first pay period of August. Employees with a minimum of five years of continuous service in the Department and worked 1,560 or more hours in the preceding contract year (defined herein as August 1st through July 31st) shall receive an additional \$100 clothing allowance. The clothing allowance is paid to those eligible employees who are employed throughout the entire fiscal year (August 1 through July 31) and still employed on August 1 when the allowance is actually paid. If an otherwise eligible individual's employment as a part time firefighter is terminated prior to August 1 of any fiscal year he shall not be entitled to payment of the allowance for any pro-rated portion of the fiscal year.

C. Upon retirement from the Green Township Department of Fire & EMS, the employee shall be entitled to purchase his helmet for the sum of \$1.00. In the event of death of any employee, the employee's family shall be entitled to the same benefit.

ARTICLE XV. PROFESSIONAL LIABILITY INSURANCE

Township employees, and specifically part-time employees of the Green Township Fire Department, are covered through the insurance provisions of the Township's general liability policy, professional errors and omissions policy, emergency medical technicians policy, and the Township's umbrella policy. These coverages, to the extent possible, will be maintained at the current 2015 level and any increase of cost for that level will be borne by the Township.

ARTICLE XVI. DISABILITY INSURANCE

In addition to Worker's Compensation coverage, employees have additional death and disability coverage. To the extent possible, this additional death and disability coverage shall be provided at the 2015 level.

ARTICLE XVII. PERSONNEL FILES

Every employee shall be allowed to review the contents of his personnel file at all reasonable times upon prior written request. The Township Administrator or Fire Chief shall be present when the personnel file is viewed. The personnel file shall also be available for review by the employee upon prior request at the time of the employee's yearly evaluation.

ARTICLE XVIII. DISCIPLINE/DISCHARGE & APPEAL

Employees covered by this Agreement shall not be compelled to participate in political activities, and the participation or failure to participate in a political activity may not be considered by the Township in its decision to hire, fire or promote a member of the Association. Any Association member who seeks to coerce another employee into participating in a political activity is subject to dismissal.

Except as otherwise provided herein, the Township shall have the right to discipline or discharge any employee for just cause.

If, without proper notice to the Fire Chief, Assistant Fire Chief, or District Chief, an employee has been absent for one tour of duty and fails to report at the scheduled starting time for the subsequent tour of duty, he shall be deemed to have resigned his employment with the Township.

Degrees of Discipline:

- A. Counseling and/or training of a non-punitive nature
- B. Oral reprimand
- C. Written reprimand
- D. Temporary Reduction in Rank
- E. Suspension without pay
- F. Dismissal

Counseling and/or Training of a Non-punitive Nature: This type of disciplinary action is generally administered by any supervisor. This type of action is not appealable.

Oral Reprimand: This type of disciplinary action is generally administered by any supervisor. This type of action is not appealable.

Written Reprimand: This type of disciplinary action shall be administered by the Fire Chief, Assistant Fire Chief or District Chief. This type of action is not appealable. An employee receiving a written reprimand shall sign said written reprimand acknowledging receipt thereof; however, such acknowledgment of receipt shall not constitute an admission of any of the allegations contained in the written reprimand. An employee who receives a written reprimand may attach a written response to any District Chief within 72 hours after the receipt of the acknowledgment of the written reprimand.

Temporary Reduction in Rank: Any employee who violates Township policies or procedures may be temporarily reduced in rank one level below his or her present pay grade. The Fire Chief may temporarily reduce in rank any employee up to seven tours of duty (84 work hours). The Township Administrator may temporarily reduce in rank any employee up to 15 tours of duty (180 work hours). Appeal from a temporary reduction order of the Fire Chief or the Township Administrator shall be permitted only to Step 4 of the grievance procedure.

Suspension without Pay: For purposes of this section, a tour of duty consists of 12 hours. The Fire Chief may suspend an employee up to two tours of duty. The Fire Chief may suspend up to one tour of duty, which suspension shall not be appealable. The Fire Chief may suspend an employee for more than one and up to two tours of duty, which suspension shall be appealable only to Step 4 of the grievance procedure. The Township Administrator has the authority to suspend any employee under his management and control. The suspension of an employee by the

Administrator up to, but less than, five tours of duty shall be appealable only to Step 4 of the grievance procedure.

Employees suspended for five or more tours by the Township Administrator may appeal to Steps 5 and 6 of the grievance procedure. The employee shall be notified in writing of the suspension, the effective date thereof, the duration and the circumstances and reasons for the action.

Dismissal: This type of disciplinary action is administered by the Township Administrator and Board of Trustees. In the event of a judgment of dismissal, the Township Administrator shall notify the employee in writing of the dismissal, the effective date, the circumstances and reasons for the action. This action is appealable to Step 6 of the grievance procedure.

Appeal through the grievance procedure as set forth above shall be the exclusive remedy available to employees covered by this Agreement.

ARTICLE XIX. PARAMEDIC AND EMT CERTIFICATION/STATE CERTIFICATES/CERTIFICATES OF EDUCATION

The Township shall budget a minimum of \$6,000 per calendar year toward training for members of the Association. In the event that any of the budgeted \$6,000 is not allocated by September 15th of each calendar year, the balance may be reallocated by the Township to other budgetary line items for the Township.

All employees are responsible for maintaining any certifications or professional designations currently in effect at the time of execution of this contract and any certifications or designations obtained after the execution of this contract. The certifications included in this provision are as follows:

- A. Emergency Medical Technician (EMT)
- B. Paramedic State Certification (EMT-P)
- C. Fire Inspector State Certification
- D. Firefighter State Certification
- E. ACLS Certificates

The employee is responsible for enrolling in all courses necessary for the maintenance of the above certificate. The employee shall enroll in Township offered courses when such courses are made available. When such courses are not made available by the Township, the employer

shall pay for or reimburse the employee for any tuition costs, continuing education cost and necessary travel related expenses necessary for the maintenance of the certifications. Further, the employer shall compensate the employee at the employee's regular rate of pay for each actual hour of class time attended. Compensation to employees for class hours attended shall not apply toward the calculation of overtime as otherwise provided herein. Reimbursement for tuition cost will be in accordance with policies established by the Chief. All such training courses must be approved in advance by the Fire Chief or his designee.

Each employee shall maintain any certifications or professional designations the employee has at the time of hire and any certifications or designations thereafter obtained.

Failure of any employee to maintain the certifications or professional designations set forth above shall be grounds for dismissal. However, any employee who desires to allow a certification or professional designation to lapse may apply to the Fire Chief for permission to do so by submitting to the Chief a written request which specifies the reason(s) the employee is making said request. Within 14 days after receipt of the request, the Chief shall either approve or deny the request. In the event the Chief denies the request, the employee may file a grievance of said denial as provided in Article VII (G), at Step 4. The grievance may proceed through Step 5; however, in no event shall the employee be entitled to proceed beyond Step 5 of the Grievance Procedure, and the decision of the Board of Trustees shall be final, binding and non-appealable to any governmental agency or court of competent jurisdiction.

In addition to the foregoing, the Township shall reimburse two employees annually the sum of \$2,000 each as partial payment for the tuition and books for paramedic classes. These classes are restricted to the Cincinnati area with no overnight stay, no meal allowance and no mileage paid.

The reimbursement shall be made as follows:

A. \$1,000 to be paid when the employee both completes the paramedic class and receives his state certification card.

B. \$1,000 to be paid one year after the first payment.

If the employee who was selected for the paramedic class partial reimbursement plan set forth above terminates his employment for any reason prior to an installment being due he shall not be entitled to payment of any unpaid portion of the reimbursement plan.

Candidates for the tuition reimbursement will submit reimbursement requests according to the following guidelines:

A. Each candidate shall submit a letter requesting partial reimbursement to the Fire Chief by May 1st;

B. Each candidate shall attach a copy of his State of Ohio Paramedic Certification Card to the letter submitted to the Fire Chief;

C. The Paramedic Certification Card must have been obtained during the preceding twelve month period (from May 1 of the preceding year to April 30 of the current year);

D. The Fire Chief will review the list of eligible candidates and select the two employees who will receive partial reimbursement and notify them by May 31.

In the event that an employee is scheduled to attend a fire/paramedic training class conducted off site while the employee is scheduled to be on duty, the employee shall not be responsible for finding replacement coverage for his shift during the time he is absent from the work site for the training.

ARTICLE XX. DRUG-FREE WORKPLACE PROGRAM

The Township believes that it is very important to provide a safe workplace for all of its employees. In so doing, the Township is taking steps to address the problem of substance use that negatively affects every workplace, including ours. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that alcohol abuse and illegal drug use are incompatible with employment at the Township. This policy applies to all employees of Green Township, including management. We cannot condone and will not tolerate behaviors on the part of employees that relate to prohibited substance use, such as:

- The use of illegal drugs.
- The misuse of alcohol.
 - The misuse of prescription or over-the-counter medications.
 - The sale, purchase, transfer, manufacture, use or possession of any illegal drugs.
 - Arrival or return to work after having used any drug or alcohol or being under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

An employee must notify the Township of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The Township will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Other consequences that apply to all employees who violate this policy are clearly spelled out within this document.

This policy describes the six key elements of the program:

1. A written policy that clearly explains the program and how everyone benefits.
2. Substance awareness education for all employees.
3. All supervisors will be trained regarding their roles and responsibilities.
4. Drug and alcohol testing- the most effective way to change harmful substance use behavior.
5. Employee assistance and support program.
6. Investment to Safety.

Employees will have the opportunity to receive information about substance use as a workplace issue signs, symptoms and dangers of use, and how and where to get help. Jennifer Triantafilou will be our Drug-Free Safety Program Administrator (herein referred to as the Program Administrator). For information or assistance please contact Jennifer Triantafilou at (513) 574-4848.

The Program Administrator will be responsible for coordinating drug and alcohol testing, identifying resources that employees can turn to for help, and arranging for qualified people to help with employee awareness education and with supervisor training.

Compliance with the Alcohol and Drug-Free Safety Policy is a condition of employment with the Township. Failure to cooperate fully, sign any required documents, submit to any inspection or test, or follow any prescribed course of substance or alcohol abuse treatment will result in termination of employment.

Any positive test result or any refusal to test may affect your eligibility for compensation and benefits under the workers' compensation laws of this state.

Nothing in this policy or in any oral representation by any Township representative related to any aspect of this policy is intended to alter the existing relationship between the Township and any employee. The policy is not intended to create an expressed or implied contract of employment, or any promise of job security upon which an employee can rely.

Unless otherwise specified, all employment relations with the Township remain "at-will".

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act. (Ohio Revised Code, Section 4123.54)

This program is designed to protect employee's rights and to protect all who come in contact with this workplace from the behaviors of substance users. Therefore:

1. Employee records such as testing results and referrals for help will be kept confidential. Information will be on a need-to-know basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

2. Safety is a key component of our Township's alcohol and drug-free safety program and will be a part of all aspects of our operations.

3. We are committed to employees who come forward with a substance problem to get help. Each situation will be reviewed individually. Employee assistance information is available for employees and their families, including a list of resources available through the Program Administrator and made available to all employees.

4. All supervisors will be trained annually to recognize substance problems that may endanger the employee and others.

5. Employees will receive substance awareness education from a qualified person to help the employee identify problems and learn where to turn to for assistance. This education will be conducted annually.

6. Illegal drugs found on Township property may be turned over to law enforcement authorities.

7. The Township will administer the Alcohol and Drug-Free Safety Program within Federal and State regulations.

Administration of the Program

Supervisors and employees should contact the Program Administrator for guidance or assistance with the Drug-Free Safety Program.

Testing will be done through a qualified collection provider and through a federally certified laboratory that uses the highest level of care in ensuring that results are accurate. When properly conducted, this process is considered scientifically accurate in detecting that the substances the Township is concerned about are present in the employee's "system" in sufficient quantity to lead to behaviors that may endanger the person or other employees.

The certified lab will work closely with our local collection provider to ensure fairness and accuracy. Green Township has retained the services of a Medical Review Officer (MRO), who is

a qualified, trained physician responsible for checking whether there is a valid medical reason for the presence of a substance in the employee's system.

The MRO is experienced in dealing with substance use. When a positive test result is received, the MRO will contact the employee and, with the employee's permission, any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the individual's system.

The testing program consists of an initial screening test whenever a test is determined to be appropriate. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established based on federal guidelines. There are many other protections for employees that are built in.

An employee's violation of this policy will not be reported to law enforcement unless required by a regulatory body or by criminal statute, such as related to drug trafficking. However, in protection of the workforce, law enforcement may be requested to come onto the property of the Township in conjunction with a referral for criminal prosecution.

Safety Culture

The safety of Green Township employees and others are a significant part of this program. To ensure that safety is a priority of the Township, it will report all accidents in a timely manner and participate in the on-line safety management assessment through the Ohio Bureau of Workers' Compensation.

The Township will report to the Ohio BWC online accident reporting system all accidents when a workers' compensation claim has been filed and is in approved status. This will permit our Township to fully analyze any accidents/injuries and to take preventative measures.

Our Township will participate in an on-line safety assessment through the Ohio Bureau of Workers' Compensation. This safety assessment is an evaluation tool that will address accident analysis, management commitment, accountability, hazard control, safety education, employee participation, and foundation of a safety culture.

As an employer who has chosen the Advanced-level program, the above safety assessment will be followed with an action plan. This safety action plan will outline the methods in which the Township will take to address any safety gaps identified during the analyses.

Supervisor Training

As required by the rules set by the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Safety Program, supervisors will initially be trained a minimum of two hours on how to recognize substance problems that may endanger the employee and others, as well as violate this

policy. This training will occur within the first eight weeks of becoming a supervisor and is in addition to the minimum one hour employee education. Supervisors will be trained about testing responsibilities, how to recognize, document and confront behaviors that demonstrate an alcohol/drug problem and how to make referrals for treatment.

Supervisors will also complete accident analysis training in addition to the drug-free safety program training.

Employee Awareness and Training

Employees will be given awareness training for the Alcohol and Drug-Free Safety Policy. Every current employee will be required to attend a minimum one hour training session in which this program is discussed. There will be an opportunity to ask questions. This written policy will be shared, and everyone will be expected to sign an acknowledgment of receipt. We will have a qualified person explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, how and when testing will occur, and how to get help. We will also cover how an employee can get a referral for employee assistance, the importance of determining how much of a substance problem the employee has, and what type of help is needed. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

Employee Assistance Program

Green Township recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our alcohol and drug-free safety policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems or a leave of absence otherwise authorized by the Township.
- Offers all employees assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Upon successful completion of the treatment program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

The Township will not discharge, discipline or discriminate against an employee solely on the basis of any prior medical history revealed to the employer pursuant to this policy. The Township will not dismiss, discipline or discriminate against an employee solely upon the basis of an employee voluntarily seeking treatment for an alcohol or drug problem. However, if the employee has previously tested positive for drug and/or alcohol use, entered a program for drug-related and/or alcohol-related problems or entered a drug and/or alcohol rehabilitation program while employed by the Township, appropriate disciplinary action will be taken.

The implementation of discipline or of sanctions shall be at the sole discretion of the Township and/or in accordance with the authority provided in the current collective bargaining agreement.

Employee Testing

Green Township has adopted testing practices to identify employees who use illegal drugs or misuse alcohol either on or off the job. It shall be a condition of employment for all employees to submit to drug and alcohol testing under the circumstances in the following sections. When a situation develops that requires or may require drug or alcohol testing for Reasonable Suspicion or an On-the-Job Incident, two supervisors (if there are two supervisors available) will approach the subject employee. The employee should be removed from the job and brought to a private area for the discussion. If the employee is in the Union, a Union representative is recommended to be present, with the employee's consent.

Drug and Alcohol Testing

Testing is intended to detect use, deter usage and allow appropriate corrective and/or disciplinary action. In addition to alcohol, the drugs the Township is testing for are:

1. Amphetamines (speed, uppers, MDMA (ecstasy), MDA, MDEA)
2. Cocaine (including Crack)
3. Cannabinoids (Marijuana, THC, hashish)
4. Opiates (Including 6-Acetylmorphine (6-AM) unique metabolite of heroin)
5. Phencyclidine (PCP, "angel dust")
6. Barbiturates
7. Benzodiazepines
8. Methadone

9. Propoxyphene

An employee who refuses to submit to a test and/or produce/provide a specimen or otherwise cooperate in the testing process, adulterates, attempts to adulterate, dilute, substitute a specimen or otherwise manipulate the testing process will be terminated.

Prescription medicine and over-the-counter drugs

The Township does not prohibit employees from using prescription or over-the-counter drugs when used as prescribed, provided:

1. The prescription drugs are prescribed to the employee for medical reasons by a licensed medical practitioner, with dosage and frequency of use prescribed on the label or accompanying documentation, and

2. The employee's use of the prescription or over-the-counter drugs does not affect the employee's job performance or conduct; threaten the safety, productivity, public image or property of the Township or other employees; or result in criminal behavior.

No employee is to perform any function or duty on behalf of the Township if the drugs being taken under this provision adversely affect his or her ability to perform any such function or duty safely. Employees must keep all medication in its original container which identifies the drug and use.

TYPE OF TESTING and WHEN TESTING WILL OCCUR

Urine specimen collection (for a drug test) and/or breath/sativa (for an alcohol test) are to occur immediately after a need for a test has been determined. The Township will consider any employee who seeks to delay in providing a specimen as refusing to be tested.

Employees required to have a valid CDL license for their position will be tested in compliance with Code of Federal Regulations (CFR) Part 49. The DOT procedures will govern where there is conflict with this policy. See Appendix 2.

Post-offer/Pre-employment

All candidates being considered for employment with the Township must satisfactorily complete a post-offer/pre-employment drug screen prior to reporting to duty and as a condition of employment. Any offer of employment is contingent upon, among other things, a negative drug screen, and the determination by the Township that the applicant is capable of performing the responsibilities of the position that has been offered.

Newly hired employees will attend orientation; during this session they will receive a current copy of the Township's Alcohol & Drug-Free Safety Policy, and sign the form entitled, Acknowledgment of Receipt.

Reasonable Suspicion Testing

Reasonable suspicion testing will occur when Township Management and/or a Supervisor has reason to suspect that an employee may be in violation of this policy. The suspicion must be documented in writing within 24 hours of the event or prior to the release of the test findings. An employee who is required to complete a reasonable suspicion drug and/or alcohol test will be transported to and from the testing facility. Reasonable suspicion testing may be based upon, among other things:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or the physical symptoms of drug and/or alcohol use;
2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance that appears to be related to substance use and does not appear to be attributable to other factors.
3. Information provided either by a reliable and/or credible sources or independently corroborated, regarding an employee's substance use; or
4. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all supervisors will be trained in the recognition of drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

Prior to testing and provided consent is given by the employee, those individuals represented by a collective bargaining agent shall be allowed an opportunity to contact their representative and to consult with that representative in private. No more than one hour shall be allowed for this process. In all respects not in conflict with the requirements of the BWC rules, the terms of the current collective bargaining agreement shall be abided.

Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs as defined below. For the purposes of this policy, an accident is considered an unplanned, unexpected or unintended event that occurs on Township property, during the conduct of Township business, during working hours, or which involves Township-supplied equipment, motor vehicles or motor vehicles that are

used in conducting Township business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident;
2. Vehicular/equipment damage in apparent excess of \$2,000; or
3. Non-vehicular/equipment damage in apparent excess of \$2,000;
4. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Township's place of employment. You need not test for offsite medical attention if:
 - a. The injury is minor;
 - b. No violation of work rules occurred;
 - c. There is no reasonable suspicion.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will also be tested for drugs and/or alcohol use.

The Township may take advantage of the presumptive denial of workers' compensation benefits (section 4123.54 B), documentation of any evidence of reasonable cause to believe there may have been drug/alcohol use at the time of the accident/injury should be made.

Timing: Drug and/or Alcohol Testing after a Workplace Accident

Urine specimen collection (for a drug test) and/or breath/saliva (for an alcohol test) is to occur immediately after a need for a test has been determined. The Township will consider any employee who seeks to delay providing a specimen as refusing to be tested. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee herein expressly grants to the Township, its officers and management, the right to request that attending medical personnel obtain appropriate specimens (breath, blood and/or urine) for the purpose of conducting alcohol and/or drug testing. Furthermore, all employees herein expressly grant to the Township, its officers and management, access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include, but not be limited to, a full medical report from the examining physician(s) or other health care providers.

Random Drug Testing

Random testing will include all Township employees and is conducted on an unannounced basis. An independent, non-Township testing organization will utilize objective computer software that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing.

When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random selection shall be at the annual rate of 25% of those subject to testing.

The Township will provide employee identification numbers to be used in the random selection drawing. The contractor will, in turn, furnish the Township with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the Township to notify each employee who was selected with the date, time and location for that random test. Once the employee is notified of the selection to submit to random testing, it shall be the responsibility of the employee to appear for testing immediately and to provide a urine specimen for drug testing.

An employee's failure to timely comply with the request for a specimen for random testing will be considered a refusal to submit to testing and may result in termination of employment.

DOT Mandated Random - Employees required to have a valid CDL license for their position will be tested in compliance with Code of Federal Regulations (CFR) Part 49. See Appendix 2.

Follow up Testing after Return-to-Work from Assessment or Treatment

Testing is required when an employee who has previously tested positive for prohibited levels of drugs and/or alcohol is allowed to return to work under a "second-chance" agreement. A return-to-duty test is required before the employee is allowed to return to work and, if the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, there will be a series of at least four and a maximum of six tests conducted over a period of at least a year (or as recommended by the SAP). The returning employee's attending Substance Abuse Professional shall determine the frequency and total number of such tests. All expenses related to treatment, return-to-duty, and follow-up tests will be the sole responsibility of the employee.

The Township will arrange for and pay for the cost of the substance abuse assessment after the first positive drug test is confirmed, unless payment for assessment has otherwise been pre-determined with the Township's group healthcare plan provider.

Return to Work When an Employee is tested for Cause

New hire and random tests are called suspicion-less testing while reasonable suspicion and post-accident tests are for-cause tests. If an employee is sent for a for-cause test, he/she will not be permitted to return to work until after the test results are known. The employee will be compensated for the time off work pending the results. If the test results are negative, the employee will be compensated for the time he/she was off work or scheduled to work. This policy will be applied fairly and consistently across the entire workforce.

Any employee with a second violation of this policy will be subject to the consequences as specified in this policy.

Employee Consent/Chain of Custody Form (COC)

All Green Township employees and applicants will be required to complete and sign the appropriate consent form before the actual testing takes place. The employee consent form applies to breath/saliva or blood specimens for alcohol and a urine specimen for drugs. Failure to comply with a drug or alcohol testing request will be considered a refusal, and will be regarded as insubordination and subject to discipline up to and including termination.

Substances to be Tested and the Methods of Testing

Urine Testing for Drugs (other than alcohol)

"Systems presence testing" is the procedure that is used to identify the presence of the following controlled substances that may be present: (A negative initial screening test is considered a negative test.) For each of the tested drugs amphetamines (including MDMA (ecstasy), MDA & MDEA), cocaine, cannabinoids (marijuana), opiates (including 6-AM), PCP, barbiturates, benzodiazepines, methadone and propoxyphene, there is an initial test used to screen the urine specimen. If the initial screen is positive [at or higher than a cut-off level in accordance with federal Department of Health & Human Services (DHHS)], a second or confirmatory test is done. This is a different test and is considered scientifically accurate. Detection thresholds (or cut-off levels) are standards that have been established by the DHHS for each of the above drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment test, reasonable suspicion test, post-accident test, random test or follow-up test.

Alcohol Testing

The Township has contracted with Mercy Health Solutions that only uses federally qualified equipment and personnel who will conduct breath alcohol or saliva testing. Breath alcohol concentrations exceeding at or above 0.02 will be considered a verified positive result. In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than 0.02 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result. Any employee testing at or above 0.02 will be removed from any safety-sensitive position and will be subject to the discipline specified in policy (See CONSEQUENCES).

Specimen Collection Procedure

Trained collection personnel ("collectors"), who meet quality assurance and chain-of-custody requirements for urine collection and breath alcohol testing, shall conduct testing. Confidentiality is required from all service providers. Any individual subject to testing under this

policy shall be permitted to provide urine specimens in private, but subject to strict scrutiny by collectors so as to avoid any adulteration or substitution of the specimen to be provided.

Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will result in termination. (For an applicant, failure to appear will result in withdrawal of any offer of employment).

All aspects of the testing procedure will be carried out in a confidential and private manner. After receiving notification to report for drug testing, the employee or applicant will go to the collection site and will:

1. Provide a photo 10;
2. Assist in completing a Drug Testing Chain of Custody (COC) Form;
3. Provide a urine specimen in privacy;
4. Be expected to observe the entire collection, processing and chain of custody procedure of the specimen;
5. Read, sign and date the chain of custody statement certifying the specimen is theirs and it has not been changed or altered at the time of collection;
6. Note the temperature reading on the collection bottle and verify the temperature reading was correctly recorded on the form.

Review of Test Results

To ensure fairness the Township has retained the services of a licensed physician with Mercy Health Solutions to review positive drug test results. This physician is referred to as the Medical Review Officer or MRO. The MRO is a medical doctor or doctor of osteopathic medicine with a specialized knowledge of substance abuse disorders. The role of the MRO is to review in confidence with the donor any possible legitimate medical explanation for the result. Federal Guidelines on this procedure will be followed. In the absence of any medical justification for the presence of drugs in the body, that result will be verified as positive and the Township will be notified.

Employees' Rights Related to an Initial Positive Test Result

An employee who tests positive under this policy will be given an opportunity to explain, in confidence, the findings to the MRO prior to the issuance of a positive test result to the Township program administrator or authorized management. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the

employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation.

If the employee fails to contact the MRO as instructed, the employee will be considered to have waived the right to do so and/or to have failed to cooperate in the test process. The MRO will issue an appropriate (positive/confirmed adulteration, etc.) report to the Township authorized authority.

Split specimen testing is performed. If an employee requests a re-test within one week of the positive result, the cost of the re-test is to be paid by the employee. The Township or MRO will arrange for the collection site to facilitate an analysis from a different SAMHSA certified laboratory on the initial specimen. The employee does not have the right to choose the laboratory to be used. If the re-test is negative, the Township will reimburse the employee the cost of the test.

Reporting of Results

All test results (positive, negative, adulterated) will be reported directly to the MRO by the laboratory prior to the results being issued to the Township authorized authority. Each substance tested will be listed along with the results of the testing. The Township will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal DHHS

Storage of Test Results and Right to Review Test Results

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. Access is limited to designated Township officials and authorized authority on a "need to know" basis. The Information contained in these files shall be utilized only to properly administer this policy and provided to certifying agencies for review as required by law. Those designated Township officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employees tested under this policy have the right to review and/or receive a copy of their respective test results. An employee may request a copy of the results from the Drug-Free Safety Program Administrator, in writing. The Township will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail.

Any Violation of this Policy could Result in Discipline as Follows

Consequences of Alcohol and Drug Use

The Township reserves the right to terminate any employee as a result of a violation of this policy. Positive test results for alcohol and/or other drugs, as defined herein, shall constitute a violation of this policy and shall result in the employee being placed on immediate administrative leave with pay. Within five days of notification of a positive test result, the Employer shall conduct a hearing to determine whether administrative leave with pay shall be continued or whether the Employer shall impose an immediate, indefinite suspension without pay, of the violating employee. The purpose of the five day hearing shall be to determine whether an immediate suspension without pay is proper. The Employer may defer decisions on discipline at that hearing pending further information, but will at a minimum allow the violating employee to be heard on the question of the immediate, indefinite suspension. Subsequent to that hearing, the Employer may take additional disciplinary action, up to and including termination. In the event that the Employer ultimately elects not to terminate the employment of a violating employee, said employee may remain suspended without pay from all duty until the following steps have been completed:

1. The employee must complete thorough clinical evaluation by and to the satisfaction of a qualified chemical dependency professional. The qualifications of said professional must be acceptable to the Employer. Such assessment is available via the Employer's Employee Assistance Program (EAP).

2. The employee must authorize via any/all necessary written releases of information the assessing chemical dependency professional to submit to the Employer, in writing, a detailed summary of the recommendations, if any, made by the assessing chemical dependency professional pursuant to the employee in question.

3. The employee must demonstrate initial and ongoing compliance with any and all recommendations delineated in the assessing chemical dependency professional's written report.

4. The employee must, at a time and place of the Employer's choosing, complete urine drug testing as described in this Policy.

5. The employee must submit to unannounced follow-up testing as described in this Policy.

6. The employee must continue to demonstrate compliance with any and all recommendations issued by the assessing chemical dependency professional and by subsequent professionals involved in the employee's evaluation, education, and/or care.

Compliance with the above steps is a prerequisite of potential return to duty. Compliance with the above steps does not provide a guarantee of return to or continuation of employment.

In the event that an employee has served a suspension without pay prior to any disciplinary hearing which imposes a final suspension order, he will be credited with the time served on suspension prior to the final suspension order.

Any alcohol positive in excess of 0.08 could affect an employee's eligibility and/or result in a loss of compensation and benefits under this state's workers' compensation laws.

An employee who refuses to submit to a test and/or produce/provide a specimen or otherwise cooperate in the testing process, adulterates, attempts to adulterate, dilute, substitute a specimen or otherwise manipulate the testing process will be terminated.

Termination Notices

In those cases where testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

ARTICLE XXI. NO STRIKES

The Association agrees that during the term of this Agreement, there shall be no strikes, work stoppages, picketing, job actions, slowdowns or other cessations of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, Association representatives will continue to carry out their duties as employees and will take positive action to bring the activity to an end.

The Township agrees that it will not lock-out any employee during the term of this Agreement.

For the purpose of this Agreement, the meaning of the term "job action" shall include but not be limited to any interruption of operations by employees; absence from work upon any pretext or excuse, such as illness or group sickout call, which is not founded in fact; or interruption of the operations of the Township by the Association and/or its members.

ARTICLE XXII. HEALTH INSURANCE

Any part-time employee who works less than 1,560 hours in a contract year (defined herein as August 1st through July 31st) shall not be entitled to Township provided benefits for hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, prescription drugs, or sickness and accident insurance, or a combination of any of the foregoing types of insurance, or group life insurance, except as otherwise provided herein.

Any employee who worked 1,560 hours or more in the preceding contract year (defined herein as August 1st through July 31st) shall be eligible to be covered by a health insurance plan selected by the Employer for single employees, or for employees and their child or children.

The parties hereto acknowledge that increasing premium costs and/or changes in the health insurance industry may cause the present plan to increase in cost to the Township to a degree that warrants the Board of Trustees to reexamine the Health Insurance plan.

During this Agreement all eligible employees electing to take health insurance coverage shall contribute toward the premium an amount equal to 20% of the cost to the Township of single or employee and child/children coverage, depending on the coverage chosen by the employee. The amount equal to the percentage contribution by the employee will be adjusted annually as the cost to the Township is adjusted by the Medical Provider.

All payments required hereunder shall be made on a payroll deduction basis. Said deduction shall be made in equal installments in each biweekly pay period.

ARTICLE XXIII. COURT TIME

Whenever an employee is required to appear on off-duty time in his or her capacity as a Green Township Firefighter before any official court, or before the Prosecutor in pretrial conference, on matters pertaining to or arising from the employee's official duties, the employee shall receive two hours pay at the overtime rate set out in Appendix A herein for such appearances. If any employee appears before a court or at a pretrial conference for more than two hours during any given off-duty day, such excess time shall be compensated at one and one-half (1 ½) times the employee's normal hourly rate of pay as set out in Appendix A herein for all time spent in such appearance or appearances.

ARTICLE XXIV. SENIORITY AND LAY-OFF

Seniority shall be defined as the length of continuous part-time service as an employee of the Green Township Fire Department. Seniority shall not be available to employees during their probationary period, but shall be retroactive to their most recent date of employment upon successful completion of the probationary period.

Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;

C. Is laid off and not recalled within two calendar years from the effective date of layoff;

D. Is off the payroll for any reason whatsoever, except military service for one calendar year.

The Association shall provide to the Township a proposed seniority list of employees covered by this agreement. Employer will review this list and once the parties have agreed on the seniority list, said list shall be attached hereto and incorporated herein. Once established, this list shall be kept up to date and shall list each employee and his date of employment. In the event two or more employees have the same date of employment, the senior of said employees shall be assigned by lot.

In the event of any work force reduction causing the departmental layoff, seniority, skills, ability, record and past performance will be considered in the making of that determination. The same shall apply in the event of a recall from any layoff.

ARTICLE XXV. ASSOCIATION DUES

Upon the written authorization of the employee, the Township agrees to deduct once each month from the wages of each employee, the sum certified as association dues, and deliver the sum to the Association's Secretary/Treasurer. Such authorization must be forwarded to the Township Clerk within 30 days prior to the effective date. If any employee is not entitled to payment of wages, or if the amount to be paid to the employee is not sufficient to satisfy the association dues, no deduction shall be made for the employee for that month. Payroll deductions will not be implemented or modified without a written authorization. Deductions shall be made from the second bi-weekly pay period of the month.

ARTICLE XXVI. USE OF EXERCISE FACILITY

The Department has a policy requiring mandatory exercise for employees while on duty using the existing exercise facilities located at any of the Township's fire stations. Employees shall also be permitted, but not required, to voluntarily use the exercise facilities during off-duty hours. When utilized pursuant to this Article, the exercise facility shall be used only for exercise purposes and not as a congregation or lounge type area. Nothing contained in this Article shall be construed in derogation of the Management Rights provision as set forth in Article IV herein.

ARTICLE XXVII. INTEGRITY OF AGREEMENTS

The Township and the Association agree that the terms and provisions contained in this written Agreement constitute the entire Agreement between the parties and supersede all previous communication, understandings or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The Township and the Association agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made, The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

The provisions contained in this Agreement shall, during the time this Agreement is in effect, be binding upon the Township and the Association and their respective successors and assigns.

ARTICLE XXVIII. SAVINGS CLAUSE

Should any article or portion of this Agreement be held unlawful and unenforceable by any Court, legislative or administrative tribunal of competent jurisdiction, then such decisions or legislation shall apply only to the specific article, section or portion of the Agreement. The parties will discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXIX. MODIFICATION OF STANDARD WORK DAY

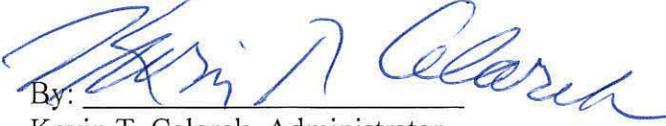
Present policy allows for employees to be eligible for overtime based on the needs of the department as determined by the Fire Chief. In the event that the Fire Chief discontinues authorizing overtime based on the needs of the department, a joint committee of employer representatives and union members shall be formed to review ideas on the establishment of a modified work day allowing for employees to voluntary work a 24.25 hour shift. In the event that the committee does not reach a consensus on such a program within thirty days of convening, then the association shall be entitled to give notice to the employer that the contract will be reopened for negotiation on the single issue of implementation of a 24.25 or 24.5 hour shift schedule to be established in a policy adopted by the Fire Chief, terms of which shall not be subject to the grievance procedure.

ARTICLE XXX. EXPIRATION

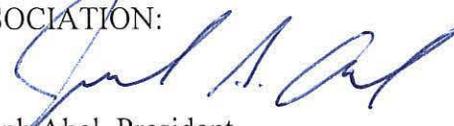
This Agreement shall be in effect for a period of three (3) years commencing on August 1, 2015, and terminating on July 31, 2018.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22nd day of June, 2015.

GREEN TOWNSHIP
BOARD OF TRUSTEES:


By: _____
Kevin T. Celarek, Administrator

GREEN TOWNSHIP
FIREFIGHTERS
ASSOCIATION:


By: _____
Joseph Abel, President

APPENDIX A**WAGES**

Grade	Year 1 8/01/15 - 7/31/16	Year 2 8/01/16 - 7/31/17	Year 3 8/01/17 - 7/31/18
Recruit	12.65	12.90	13.16
FF3	14.07	14.35	14.64
FF4	15.98	16.30	16.63
FF5	16.90	17.24	17.58
PM3	15.28	15.59	15.90
PM4	17.20	17.54	17.89
PM5	18.12	18.48	18.85

APPENDIX B

Description of Pay Grade Qualifications

Recruit	An employee in training to join the department and working on obtaining firefighting and/or EMS certifications
FF3	State certified firefighter and EMT
FF4	State certified firefighter and EMT and employed for one year and qualified to drive/operate all vehicles except aerial tower
FF5	State certified firefighter and EMT and employed for two years and qualified to drive/operate all vehicles, including aerial tower
PM3	Paramedic and firefighter
PM4	Paramedic and firefighter and employed for one year and qualified to drive/operate all vehicles except aerial tower
PM5	Paramedic and firefighter and employed for two years and qualified to drive/operate all vehicles, including aerial tower