

09-28-16
15-MED-08-0723
2298-01
K34731



AGREEMENT
BETWEEN THE
BATH TOWNSHIP BOARD OF TRUSTEES,
SUMMIT COUNTY, OHIO
and the
BATH PROFESSIONAL FIREFIGHTERS,
IAFF LOCAL 4130 AFL-CIO

SERB Case No. 2015-MED-08-0723

Effective January 1, 2016
to December 31, 2018

TABLE OF CONTENTS

Agreement.....	1
Article 1 Purpose and Intent	1
Article 2 Recognition.....	1
Article 3 Management Rights	1
Article 4 Dues Check Off and Fair Share Fee	2
Article 5 No Strike/No Lock Out.....	4
Article 6 Probationary Period	4
Article 7 Non-Discrimination	5
Article 8 Union Representation	5
Article 9 Wage/Compensation.....	6
Article 10 Incentives	7
Article 11 Longevity.....	8
Article 12 Sick Leave/Personal/Emergency/Funeral Leave	8
Article 13 Family Medical Leave	11
Article 14 Injury Leave.....	13
Article 15 Holidays	14
Article 16 Uniform Allowance	14
Article 17 Hours of Work	16
Article 18 Vacation	16
Article 19 Overtime	17
Article 20 Grievance Procedure.....	18
Article 21 Arbitration.....	20
Article 22 Personal Vehicle Use.....	21
Article 23 Labor Management Meetings	21
Article 24 Physical Fitness.....	22
Article 25 Jury Duty/Court Time.....	22
Article 26 Discipline/Corrective Action	22
Article 27 Layoffs and Recall	23
Article 28 Promotions	24
Article 29 Insurance.....	25
Article 30 Shift Supervisor	25
Article 31 Alcohol and Drug Testing.....	25
Article 32 Miscellaneous	30
Article 33 Mid-Term Bargaining.....	32
Article 34 Savings Clause.....	32
Article 35 Duration	32
Execution	33
Appendix A Bath Township	34
Observed Behavior Reasonable Cause Recording Form	34

AGREEMENT

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

ARTICLE 1 **PURPOSE AND INTENT**

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

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

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

ARTICLE 2 **RECOGNITION**

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

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. It is the purpose of this Agreement to establish and maintain a uniform system for managing personnel matters of the Bath Township Fire Department; to comply with applicable employment laws; and to provide for the standards, terms, and conditions of employment with the Township in a clear and comprehensive fashion to maximize the efficiency and orderliness of operations, while at all times assuring that the best interest of the citizens and taxpayers of the Township are served. However, the Township will endeavor to make personnel decisions that are fair and equitable.

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

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

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

ARTICLE 4 **DUES CHECK OFF AND FAIR SHARE FEE**

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

Section 2. Other Deductions. The Township shall deduct dues, initiation fees or assessments from the first pay of each calendar month as directed in writing by the Union. The Township shall not be obligated to make dues deductions from any employee who, during any dues month

involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of IAFF dues.

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

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

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

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

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

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

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

ARTICLE 5
NO STRIKE/NO LOCK OUT

Section 1. It is expressly recognized by the IAFF that any strike by members of the bargaining unit would be in violation of chapter 4117 of the Ohio Revised Code. Neither the IAFF nor any of its officers, agents, or representatives nor any member of the bargaining unit covered by this Agreement will authorize, instigate, cause, promote, aid, sponsor, engage in, or condone any strike, sympathy strike, work slow-down, sit-down, willful absence from one's position, the abstinence from the full, faithful, and proper performance of all the duties of employment, or any other intentional interruption of work as identified above is engaged in by members of the bargaining unit, said bargaining unit members will be subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct in violation of this Article. If it is determined that the conduct occurred, the discipline imposed by the Township cannot be altered.

Furthermore, it is recognized that the Township has the right to seek an injunction against the strike or any other conduct prohibited in this Article in the Summit County Court of Common Pleas as provided by law. It is recognized by IAFF that in accordance with O.R.C. Section 4117.15 (B), neither the IAFF nor its members can rely upon any alleged unfair labor practice by the Township in support of any strike activity.

Section 2. If a violation of this Section occurs, the IAFF will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of this Article and take appropriate action against anyone who continues to engage in violation. If the IAFF discharges its obligations, it shall not be liable for the unauthorized and un-condoned acts of individual bargaining unit members. If the IAFF fails to discharge its obligations, the dues check off provisions normally required under this Article shall be suspended for one month for each day of any strike in violation of this Article. If there is a dispute over the suspension of the check off, it will be the burden of the IAFF to demonstrate a good faith effort to discharge its obligations hereunder.

Nothing herein shall be construed as limitation upon or election of remedies by the Township.

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

ARTICLE 6
PROBATIONARY PERIOD

Section 1. Fire Fighter, Fire/Medic. A new bargaining unit employee shall be on probation for twelve (12) months. However, the Township may extend the probationary period for up to an additional six (6) months. During the probationary period, a bargaining unit employee appointed

to a full-time Fire Fighter or Fire/Medic position shall not have the right to avail himself/herself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit employee appointed to a full-time Firefighter/Medic position may be removed from the service of the Township Fire Department and from Township employment at any time and for any reason without recourse under this Agreement.

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

ARTICLE 7 **NON-DISCRIMINATION**

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

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

Section 3. An employee that pursues a remedy through the Equal Employment Opportunity Commission ("EEOC"), the Ohio Civil Rights Commission ("OCRC"), or court of law for alleged discrimination because of age, race, sex, color, religion, national origin, marital status, disability, military status, sexual orientation, veteran's status, or genetic information before alleging a violation of this Non-Discrimination Article through this Agreement's grievance procedure shall be deemed to have waived and forfeited the ability to seek relief through this Agreement's grievance procedure.

ARTICLE 8 **UNION REPRESENTATION**

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

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

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

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

ARTICLE 9
WAGE/COMPENSATION

Section 1. Annual Rate of Compensation for bargaining unit members shall be paid in twenty-six (26) equal installments of the yearly salary as follows:

2016 Hourly Rates 3% Wage Increase	48 Hour Rate	40 Hour Rate	Overtime Rate	Yearly Salary
Fire Fighter/Fire Medic				
0-12 Months	\$21.58	\$25.89	\$32.37	\$53,867.06
13-24 Months	\$23.11	\$27.73	\$34.66	\$57,671.29
25-36 Months	\$24.63	\$29.55	\$36.94	\$61,475.53
37-48 Months	\$26.15	\$31.38	\$39.23	\$65,279.75
After 48 Months	\$27.69	\$33.23	\$41.53	\$69,106.51
Lieutenant	\$30.80	\$36.96	\$46.20	\$76,872.54

2017 Hourly Rates 3% Wage Increase	48 Hour Rate	40 Hour Rate	Overtime Rate	Yearly Salary
Fire Fighter/Fire Medic				
0-12 Months	\$22.23	\$26.67	\$33.34	\$55,483.08
13-24 Months	\$23.80	\$28.56	\$35.70	\$59,401.42
25-36 Months	\$25.37	\$30.44	\$38.05	\$63,319.80
37-48 Months	\$26.94	\$32.33	\$40.41	\$67,238.14
After 48 Months	\$28.52	\$34.22	\$42.78	\$71,179.71
Lieutenant	\$31.72	\$38.07	\$47.58	\$79,178.71

2018 Hourly Rates 2% Wage Increase	48 Hour Rate	40 Hour Rate	Overtime Rate	Yearly Salary
Fire Fighter/Fire Medic				
0-12 Months	\$22.67	\$27.20	\$34.01	\$56,592.74
13-24 Months	\$24.27	\$29.13	\$36.41	\$60,589.45
25-36 Months	\$25.88	\$31.05	\$38.81	\$64,586.19
37-48 Months	\$27.48	\$32.97	\$41.22	\$68,582.91
After 48 Months	\$29.09	\$34.91	\$43.63	\$72,603.30
Lieutenant	\$32.36	\$38.83	\$48.54	\$80,762.29

The 48-hour rates, set forth above, shall be adjusted for individual bargaining unit members to include longevity and incentive pays. In addition, the overtime rates, set forth above, shall be one and one-half times the 48-hour rate, and shall be adjusted for individual bargaining unit members to include longevity and incentive pays. Any additional compensation above the yearly salary will be paid bi-weekly.

ARTICLE 10
INCENTIVES

Section 1. Eligibility and Schedule of Annual Rates for Additional Compensation for bargaining unit members:

CATEGORY	ANNUAL RATE	ADD Hourly
An Associate Degree from an accredited college or university.	\$ 700.00	.28
A Bachelor Degree from an accredited college or university provided the degree is in a field related to the full-time position held in the Township. Any individual eligible for this increment is not eligible for the additional compensation established for having an Associate Degree.	\$ 1,000.00	.40
A Master's Degree from an accredited college or university provided the degree is in a field related to the full-time position held in the Township. Any individual eligible for this increment is not eligible for the additional compensation established for having an Associate or Bachelor Degree.	\$1,300.00	.52
Ph.D., LL.B., or JD from an accredited college or university provided the degree is in a field related to the full-time position held in the Township. Any individual eligible for this increment is not eligible for the additional compensation listed above.	\$1,650.00	.66

Section 2. The eligibility and awarding of educational incentives shall be approved in writing by the Chief, upon an annual basis.

ARTICLE 11
LONGEVITY

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

Beginning with Year Number:	2016-2017-2018
6	.14
7	.19
8	.24
9	.29
10	.34
11	.39
12	.44
13	.49
14	.54
15	.59
16	.64
17	.69
18	.74
19	.79
20	.84
21	.89
22	.94
23	1.00
24	1.05
25 and over	1.10

ARTICLE 12
SICK LEAVE/PERSONAL/EMERGENCY/FUNERAL LEAVE

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

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

- A. Illness or injury of the employee or his or her immediate family.
- B. Medical, dental or optical examinations or treatment of an employee or his or her immediate family which requires the employee's attendance, which cannot be scheduled outside of normal work hours.
- C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his/her job will jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during postnatal period.
- E. Personal Emergency Days-A Personal Emergency is defined as an excused absence for the purpose of attending to the serious illness of a family member or for the purpose of attending to urgent and unusual personal business. Personal Emergency Days are limited to one (1) twenty-four (24) hour shift, per calendar year and available only to non-probationary, full-time employees.

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

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

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

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

Section 6. For reasonable cause, the Township may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Township, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the Township and the employee will enter into an interactive dialogue to determine if accommodations can be made to permit the employee to perform the essential functions of the position. If no accommodation is available, the employee shall be permitted to utilize all available and applicable contractual leaves and/or Family Medical Leave. The cost of the examination shall be paid by the Township.

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

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

- A. Consistent use of sick leave in conjunction with scheduled time off of any type;
- B. Consistent use of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
- C. Consistent usage of sick leave for periods of one (1) work day or less;
- D. Consistent usage of sick leave for non-specific illnesses; or
- E. The employee being absent more than three (3) 8-hour days or two (2) 24-hour days in any three (3) month period (except for death in the immediate family, hospitalization, institutionalization, illness, or examination/treatment of the employee or immediate family member or utilization of sick leave for purposes of Family and Medical Leave Policy) shall not be counted toward the applicable benchmark.

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

Section 9. An employee retiring from the Township with at least fifteen (15) years of full-time service with the Township shall be paid a lump sum amount equal to twenty-five percent (25%) percent of the employee's 48-hour rate multiplied by the accumulated sick leave hours in that employee's account up to a maximum of twenty-five percent (25%) of one thousand nine hundred and eighty (1,980) hours (four hundred ninety-five [495] hours).

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

Section 11. Sick Leave Buy Back Program. Any employee hired before January 1, 2009, that has accrued over one thousand two hundred seventy-seven (1,277) hours of sick leave is entitled to twenty percent (20%) payout of the unused amount of sick leave earned in the current year at their base 48-hour rate of the year in which the sick time was earned. This payout is based on the prior year's sick accrual and is paid on the last payroll of the following January. Under no circumstances will the payout be based on more than the hours earned in one year, which is one hundred eighty (180) hours. Note the maximum is thirty-six (36) hours paid each year. Any time paid out under this program will be deducted from the employee's accrual. The Employer shall covert the hours of any eligible employee accrued as of December 31, 2012, to reflect the 48-hour work week.

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

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

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

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

ARTICLE 13 **FAMILY MEDICAL LEAVE**

Section 1. Purpose. Employees are hereby notified of their rights under the Family and Medical Leave Act (FMLA) of 1993. The FMLA permits certain unpaid, job-protected leaves of absence for certain specified family and medical reasons. To be eligible for these FMLA benefits, the employee must:

- A. Have worked for Bath Township for at least twelve (12) months.

- B. Have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) month period.

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

- A. For the birth, legal adoption, or foster care of a child;
- B. To care for an immediate family member (spouse, child or parent) with a serious health condition;
- C. To take medical leave when the employee is unable to work because of a serious health condition;
- D. Any qualifying exigency arising out of the fact that an immediate family member (spouse, child, or parent) is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status); or
- E. To care for an immediate family member (spouse, child, or parent) or next of kin that is a covered service-member with a serious injury or illness.

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

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

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

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

Section 4. Condition for Medical Leave. The Township will require medical certification to support a claim for any employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement

that the employee is unable to perform the functions of his or her position. For a leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

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

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

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

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

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

Section 7. This Article, and the employees' FMLA benefits, shall be administered in compliance with the FMLA, including the provisions of 29 C.F.R. Pt. 825.

ARTICLE 14 **INJURY LEAVE**

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

financial loss to the employee, but will be covered by the Township.

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

ARTICLE 15 **HOLIDAYS**

Section 1. Bargaining unit members will be provided with one twelve (12) hour holiday each month with the exception of Christmas, Thanksgiving, New Year's Day, and Fourth of July where they will receive an additional four (4) hours of compensation. The holiday may be taken in compensatory time, or pay, at the discretion of the employee. All holiday time taken will be hour for hour.

ARTICLE 16 **UNIFORM ALLOWANCE**

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

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

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

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

All full-time Firefighters will receive a uniform allowance in the in the amount of eight hundred fifty dollars (\$850.00) per year and the Chief will designate an appropriate vendor for purchasing

of approved items under this allowance.

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

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

Class A Uniform

White dress shirt
Dress jacket
Dress hat
Dress belt
Dress shoes

Class B Uniform

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

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

Belt

Shoes - Safety Toe

Socks

Badge

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

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

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

Class C Uniform

Coveralls

Dress trousers

Turn out coat

Turn out pants

Nomex hood

Suspenders

Turn out boots

Rescue harness

Safety/traffic vest

Rescue squad coat

Turn out gloves

Helmet

Section 6. When an employee's uniform and/or clothing, including civilian clothing and/or personal equipment worn or used while responding to an emergency, is damaged during the performance of his duties and within the scope of employment, the Township shall replace and/or fully reimburse the employee for the damaged uniform and/or clothing. Reimbursement for personal property or equipment shall not exceed one hundred and fifty dollars (\$150.00) per piece of equipment. To receive reimbursement the employee must provide a receipt showing the replacement or repair cost of the damaged item.

ARTICLE 17
HOURS OF WORK

Section 1. Work Schedule. All Firefighters covered under this contract will work under the 207 Schedule K exemption on a 24/48 shift based on a forty-eight (48) hour work week. All Schedule K 24/48 firefighters will be scheduled to work forty-eight (48) hours per week on a 21-day cycle. Said 21-day work cycle shall be mutually agreed upon in writing, by the parties. At the end of his/her shift, the on-duty fire medic will not be released until the fire station is staffed with another paramedic unless excused by an officer in charge.

Section 2. Earned Days Off. One (1) Earned Day Off ("EDO") shall be earned during the 21-day work cycle. The extra day off will be determined by the bargaining unit members working twenty-four (24) hour shifts under a seniority based bid.

Section 3. Training Time. It shall be the responsibility of each member of the Union to complete required training to maintain the certifications necessary to comply with the job responsibilities assigned to each member. Off-duty training shall be at the member's overtime hourly rate. The Chief or his officer staff shall designate certain trainings as mandatory.

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

ARTICLE 18
VACATION

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

<u>Years of Service</u>	<u>Annual Vacation</u>
After 1 year	120 hours
After 5 years	180 hours
After 12 years	240 hours
After 20 years	300 hours
After 25 years	360 hours

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

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

Section 4. Vacation shall be scheduled on a monthly basis based upon requests made by the 7th day of the month preceding the month for which vacation leave is being scheduled.

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

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

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

Section 5. Retired or deceased employees shall be entitled to vacation for the months worked. The vacation pay shall be computed on the basis of the actual vacation for the prior year earned pursuant to Section 1 above, and one-twelfth of their entitled vacation as determined by above hereof for each month in which the employee actually worked a minimum of eighty-five (85) hours. In the instance of deceased employees, the vacation pay shall be made payable to the deceased's estate or may be paid in accordance with Ohio Revised Code Section 2113.04.

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

ARTICLE 19 **OVERTIME**

Section 1. Overtime shall be paid to employees who work hours in excess of their regularly scheduled workweek. "Work hours" shall include all time worked or in paid status, excluding paid

sick leave. Employees shall elect either to be paid for overtime, at the rate of time and one half (1 1/2) the individual's 48-hour rate, or given compensatory time off in the amount of one and one half (1 1/2) hours of compensatory time for each hour worked in excess of the regularly scheduled workweek.

Section 2. During the term of this Agreement, an employee may accrue up to a maximum of two hundred forty (240) compensatory time hours.

Any compensatory time that may have accrued beyond two hundred forty (240) hours will either be promptly taken in time off, or paid, at the employee's discretion. Based on the accrual balance as of December 1 of each year of the contract, any accrual balance of over ninety-six (96) hours will be paid to the firefighter as hours worked.

Section 3. Employees shall be guaranteed one (1) hour of pay or compensatory time for each call answered while off duty, and increments of one-quarter (1/4) hour for any time spent in excess of one (1) hour. Pay shall be at the rate of time and one half (1 1/2) the individual's 48-hour rate.

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

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

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

Section 7. Only one (1) Full-Time Firefighter will be permitted off on compensatory time at any given instance.

ARTICLE 20 **GRIEVANCE PROCEDURE**

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

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

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

Grievance Information:

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

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

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

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

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

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

Township Trustees shall have authority to modify but not increase the discipline rendered.

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

ARTICLE 21
ARBITRATION

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

Section 2. Arbitration Procedures.

- A. Within ten (10) days after receipt of the panel of arbitrators, the parties shall meet or confer to select an arbitrator. Each party shall alternately strike one name from the list, with the last remaining name designated as the arbitrator to hear the dispute in question. The party to first strike a name from the list shall be determined by the parties' agreement or coin toss.
- B. All procedures relating to the hearing before the arbitrator shall be conducted pursuant to the applicable rules of AAA.
- C. The fees and expenses of the arbitrator will be borne by the party losing the grievance. If the decision does not affirm the position of either party, the fees and expenses of the arbitrator will be split equally between the parties. The cost of the hearing room, if any, shall be split equally by the parties. All other expenses, including the cost of attendance witnesses, representation, purchase of transcript of proceedings, or other incidental expenses shall be borne by the party incurring them.
- D. The arbitration hearing will be held at the Bath Township Hall, or a mutually agreeable location. A Union representative or employee witnesses necessary to the proceedings shall be able to participate in the arbitration hearing, while on duty, without loss of pay.
- E. The arbitrator shall hold the necessary hearings promptly and issue his decision and award in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties, subject only to judicial review as provided in the Ohio Revised Code Chapter 2711.
- F. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter the express provisions of this Agreement. The arbitrator shall not make any award requiring the commission of any act prohibited by law. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall

have no authority to determine any other issues(s) not submitted to him, or to submit observations or declarations or opinions, which are not directly essential in reaching a determination.

- G. It is agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provision of this Agreement are the exclusive remedies for the resolution of grievances.

ARTICLE 22
PERSONAL VEHICLE USE

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

ARTICLE 23
LABOR MANAGEMENT MEETINGS

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

Purpose of Meetings

The purpose of such meeting may include:

- A. Discussing the administration of this Agreement;
- B. Notifying the Union of changes made by the employer, which affect bargaining unit members;
- C. Discussing the grievances which have not been processed beyond Step Three of the

- grievance procedure but only when such discussions are mutually agreed to by the parties;
- D. Disseminating general information of interest to the parties;
 - E. Discussing ways to increase productivity and improve efficiency;
 - F. Giving the Union representative the opportunity to share the view of their members on topics of interest to both parties;
 - G. Considering and discussing health and safety matters relating to employees.

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

ARTICLE 24 **PHYSICAL FITNESS**

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

ARTICLE 25 **JURY DUTY/COURT TIME**

Section 1. If an employee is subpoenaed to appear in court as a result of his or her employment with the Township, the employee shall be compensated for the court appearance during off-duty (non-scheduled)-hours. Compensation shall include travel time to and from the appearance to the nearest one quarter (1/4) hour or fraction thereof. Compensation paid pursuant to this Article shall be at one and one half (1 1/2) times the bargaining unit member's 48-hour rate. In no event will payment be less than four (4) hour straight time pay.

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

ARTICLE 26 **DISCIPLINE/CORRECTIVE ACTION**

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

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

Section 3. Notice. Non-probationary employees may not be disciplined without a predisciplinary

hearing. Prior to any discipline being issued, the employee affected shall be provided with notice of the proposed charges, notice of the proposed penalty, and his or her rights to union representation. A predisciplinary hearing shall then be scheduled, during which the employee shall have the opportunity to present reasons why the discipline should not be issued. The employee shall be entitled to representation during the predisciplinary hearing.

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

ARTICLE 27 **LAYOFFS AND RECALL**

Section 1. Reduction of Work Force. Whenever the Township determines that a reduction in the work force or the elimination of a job classification is necessary or desirable due to lack of work or lack of funds, employees of the Fire Department shall be laid off in the following order:

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

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

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

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

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

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

ARTICLE 28
PROMOTIONS

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

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

Section 3. Applicants for promotional examinations shall be limited to bargaining unit members, unless there are fewer than three (3) applicants eligible to take the promotional test. Applicants will be limited to bargaining unit members with at least two (2) years of full-time service with Bath Fire Department.

Section 4. Within thirty (30) days after the results of the promotional examination are announced, an eligibility list containing the names of all persons who passed the examination shall be certified and placed upon the eligibility list. The names shall be ranked, with the highest ranking candidates listed first. The Fire Chief, with the approval of the Trustees, shall select one (1) of the three (3) highest ranking candidates on the eligibility list for appointment to the position. The eligibility list shall remain in effect for one (1) year unless mutually agreed to extend the list for one (1) additional year.

Section 5. Any applicant promotion to any rank above fire fighter, who at the time of application possesses an Associate's Degree or higher from an accredited college or university, may file with the Township acceptable certification of such degree. The Township shall grant additional credit of five percent (5%) of the raw score achieved on the written examination by the applicant who files for the extra credit for an Associate's Degree and qualifies, provided that he or she has first received a passing grade on the examination. The Township shall grant additional credit of ten percent (10%) of the raw score achieved on the written examination to any applicant who files for the extra credit for a Bachelor's Degree and qualifies, provided that he or she has first received a passing grade on the examination. Educational credit is non-cumulative in nature and cannot be compounded based on multiple degrees of any type. A candidate is only entitled to a single credit for highest degree recognized and submitted to the Township prior to the examination date and must, at that time, be accompanied by proof as described above.

ARTICLE 29
INSURANCE

Section 1. Full-Time Employee Health Care-Medical Insurance. The Township employer contribution shall be the same as that for non-bargaining unit Township employees as established by the Employer for the years' 2016-2017-2018. For the years 2016-2018, if the Township increases or decreases the "Township Employer Contribution" for health insurance for other township employees, IAFF members will be provided the same amount of health care contribution. If the Township elects to significantly alter the level of coverage, the Township will seek input from all employees including IAFF members. If the Township finds that a wellness program is available that provides for reduced costs for all Township employees, the IAFF will work to implement the program.

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

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

ARTICLE 30
SHIFT SUPERVISOR

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

ARTICLE 31
ALCOHOL AND DRUG TESTING

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

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

health and job safety created by alcohol and other drug abuse. This goal is in the best interest of our employees and the general public.

- C. The parties recognize that there are certain, limited circumstances which can occur in conducting legitimate emergency medical service activities, in which it is appropriate for an employee to handle alcohol or controlled substances. This policy is not intended to apply to and/or hamper lawful drug and/or alcohol activities in connection with department-authorized training and/or administering of medications in connection with an employee's assigned duties.

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

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

Section 4. Participation in Rehabilitation Program

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

Section 5. These terms apply to all employees while on the job and to situations in which an employee's off the job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, Bath Township. Although the Township respects the private life of its employees, the Township recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job performance. The Township wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public, as well as themselves.

Section 6. Prohibited Conduct. Employees are prohibited from engaging in the following:

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

Section 7. If an employee violates any of the prohibitions listed in the above section, the following consequences will result:

- A. The employee may be disciplined up to and including dismissal. Discipline shall be subject to Article 26 of this Agreement.
- B. The employee may be reassigned.
- C. The employee will be provided with information regarding the services available for alcohol and substance abuse.
- D. The employee shall be referred for an evaluation by a substance abuse professional, if it is the employee's first violation. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12) month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

Section 8. Grounds for Testing. An employee shall be referred to testing for alcohol and/or controlled substances under the following circumstances:

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

Section 9. Testing Procedure. The Township shall designate one (1) or more health clinics, emergency medical care centers, or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics, emergency medical care centers, or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests. The Township and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Township and the laboratory shall include an evidentiary chain of custody, control, and split sample collection and testing. The testing facility shall collect enough of a specimen that a second test from an additional laboratory can be undertaken. That second specimen shall be held in custody of the testing facility. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employee.

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

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

Substance	Initial Screening Level	Confirmation Level
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
MDMA (Ecstasy)	500 ng/ml	500 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methamphetamine	1,000 ng/ml	500 ng/ml
Opiate Metabolites	2,000 ng/ml	2,000 ng/ml
Oxycodone	100 ng/ml	100 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Section 10. This policy is not to be utilized for criminal law enforcement purposes. However, nothing in this policy shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation, and the procedures of this policy would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

Section 11. All supervisors shall receive initial training upon implementation of this policy and receive training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow up.

Section 12. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

Section 13. Notification of Prescription Medications. Employees reporting to duty while using a prescribed narcotic shall provide the Fire Chief a note from the prescribing doctor indicating the drug prescribed and approving the employee's use of the prescribed drug while working. Such information shall be considered a confidential medical record.

Section 14. Elevated Testing and Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen.

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

ARTICLE 32 **MISCELLANEOUS**

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

Section 2. Nepotism

A. Employing Related Personnel

Bath Township follows and shall observe fair and equitable hiring practices in all cases.

All persons responsible for hiring shall avoid any act or practice that might be interpreted as preferential consideration shown a relative. There are four (4) situations that will prevent the hiring of a relative of a current employee:

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

B. Supervising Related Personnel

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

1. An employee is not permitted to work in a position where his or her supervisor, or a supervisor's supervisor, is a relative. A relative includes a father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, grandson, or granddaughter or any step-relative sharing the same relationship as a blood relative.
2. An employee is not permitted to have any influence over the wages, hours, benefits, career progress and/or any other terms and conditions of employment of related Township employees. The Township has the right to take any action necessary to eliminate any influence one relative may have over another relative's employment with the Township.
3. If such a situation is created through promotion, transfer or marriage, an accommodation acceptable to the Township will be made. If no acceptable accommodation can be made, then the Township has the discretion to cancel any promotion or transfer. Termination is to be a last resort. No employee who meets current standards of performance and behavior shall be terminated if a transfer or other alternative is possible.
4. If two (2) employees marry, they will be subject to the considerations as described above, unless state law or judicial decisions dictate otherwise. No currently-married employee(s) will be transferred as a result of the adoption of this policy.

ARTICLE 33
MID-TERM BARGAINING

Section 1. Neither party is obligated to bargaining over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining that is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action and initiate negotiations with the Union on the matter. Should the parties reach impasse on the matter the dispute shall be submitted to an arbitrator for resolution. The arbitrator shall be selected per Article 21.

Section 2. Not later than five (5) calendar days before the arbitration hearing referenced herein, each of the parties shall submit to the arbitrator and to the opposing party a written report summarizing the unresolved issue(s), the party's final offer as to the issue(s), and the rationale for that position. The arbitrator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the party's final settlement offers, taking in to consideration the criteria set forth under Ohio Revised Code Section 4117.14(G)(7). The arbitrator shall make written findings of fact and promulgate a written opinion and order upon the issues presented to the arbitrator. The parties shall bear equally the cost of the hearing.

ARTICLE 34
SAVINGS CLAUSE

Section 1. In the event any provision(s) of this Agreement should be rendered or declared invalid by a final determination of a court of competent jurisdiction or by reason of any enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

Section 2. In the event any provision herein is rendered invalid as described in Section 1, upon written request of either party hereto, the Employer and the Union shall meet promptly for the limited purpose of negotiating a satisfactory replacement for the provision rendered invalid. Either party may file a notice to negotiate over the invalid provision with the State Employment Relations Board ("SERB").

ARTICLE 35
DURATION

Section 1. This Agreement shall be effective January 1, 2016, and shall expire on December 31, 2018.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice to such intent no earlier than one hundred and fifty (150) calendar days and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be served via electronic mail upon the other party and the State Employment Relations Board. The parties shall attempt to commence negotiations within two (2) calendar weeks after receipt of such notice.

EXECUTION

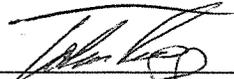
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 12th day of September, 2016.

For the Bath Township Board of Trustees

**For the Bath Professional Firefighters
IAFF Local 4130 AFL-CIO**



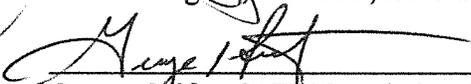
Becky Corbett, Trustee



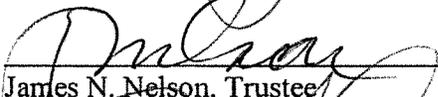
John Rodriguez, President, IAFF Local 4130



Elaina E. Goodrich, Trustee



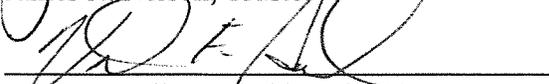
George Seifert, IAFF Negotiating Committee



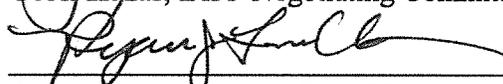
James N. Nelson, Trustee



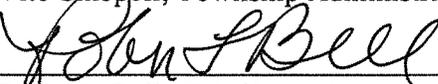
Geoff Kuzas, IAFF Negotiating Committee



Vito Sinopoli, Township Administrator



Ryan J. Lemmerbrock, Chief Negotiator



Robin L. Bell, Chief Negotiator

APPENDIX A
BATH TOWNSHIP
OBSERVED BEHAVIOR REASONABLE CAUSE RECORDING FORM

Name of Employee Observed: _____

Hire Date: _____ Supervisor: _____

Date of Observation: _____

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

Observed personal behavior (check all appropriate items):

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

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

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

Name Title Date

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