03-11-16
15-MED-10-1161
0353-05
K33289

Labor Agreement Between

Miami Township Board of Trustees

And

International Association of Fire Fighters Local #3768

January 1, 2016 through December 31, 2018

Table of Contents

Article 1 - Preamble 1
Article 2 - Recognition 1
Article 3 - Consideration 1
Article 4 - Bulletin Boards 1
Article 5 - Management Rights 1
Article 6 - Payroll Deductions 2
Article 7 - Seniority 2
Article 8 - Layoff/Recall 3
Article 9 - Personnel Records 3
Article 10 - Sick Leave 5
Article 11 - Injury Leave 7
Article 12 - Funeral Leave 9
Article 13 - Family and Medical Leave Policy 9
Article 14 - Leave Of Absence Without Pay 10
Article 15 - Safety and Health 10
Article 16 - Hours of Work and Overtime 12
Article 17 - Emergency Call In Pay 13
Article 18 - Grievance Procedure 13
Article 19 - Labor Management Committee 15
Article 20 - Discipline 15
Article 21 - Uniforms 18
Article 22 - Vacation 19
Article 23 - Holidays 21
Article 24 - Training and Education 21
Article 25 - Work Related Legal Appearance 23
Article 26 - Voting Procedure 23
Article 27 - Local 3768 Activities 23
Article 28 - Agreement Printing 24
Article 29 - Calamity Time 24
Article 30 - Emergency Waiver 25
Article 31 - Severability Clause 26
Article 32 - Benefits to be Paid Upon Termination 26
Article 33 - Wages 27
Article 34 - Probation Periods 28
Article 35 - Drug / Alcohol Testing 28
Article 36 - Reserved 32
Article 37 - Death of a Bargaining Unit Member 32
Article 38 - Retirement 32
Article 39 - Insurance 32
Article 40 - Duration 33

Article 1 – Preamble

This agreement is entered into by and between Miami Township Board of Trustees hereinafter referred to as "the Township" and Local #3768, International Association of Fire Fighters (IAFF), hereinafter referred to as "the Union". It is the purpose of this agreement to achieve and maintain harmonious relations between the Township and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Article 2 – Recognition

The Township recognizes the Union as the sole and exclusive bargaining agent for all full time, uniformed career employees of the Fire & EMS department, hereafter referred to as "union member" or "member," excluding the Assistant Chiefs, Chief and administrative office staff.

Article 3 – Consideration

Nondiscrimination: The parties agree that their respective policies will not violate the rights or discriminate against any person because of sex, creed, color, age, national origin, political affiliation, or in the application or interpretations of the provisions of this contract.

Article 4 - Bulletin Boards

The Township agrees to provide bulletin board space approximately 3' by 4' in an accessible location for the Union's use in each station. The Union may post notices relating to recreational or social events, election notices, results, notice of meetings, official notices or other matters related to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. The bulletin boards shall be maintained in a neat and orderly manner.

Article 5 - Management Rights

The Township possesses sole right to operate the Fire & EMS Department and all management rights repose in it. The Township's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions as set forth in this Agreement:

A. Department matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the Township, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

F. Determine the adequacy of the workforce;

G. Determine the mission of the Fire & EMS Department as a unit of Township government;

H. Effectively manage the workforce;

I. Take actions to carry out the mission of the Township as a governmental unit.

Article 6 - Payroll Deductions

A. Union Dues. Upon the written authorization of the union member, the Township agrees to deduct each pay period from the wages of each member the sum certified as Union Dues, and deliver the sum to the Union Treasurer by the seventh (7th) day of the month following the month collected. Such authorization must be forwarded to the Township within thirty (30) days prior to the effective date. If any union member does not have a check coming or the check is not large enough to satisfy the assignment, no collection shall be made from the member for that month. Payroll deductions will not be implemented or modified without a written authorization. Union members desiring to withdraw their payroll deduction authorization will notify the Township and the Union in writing.

B. During the term of this agreement, every employee in the bargaining unit not a member of the Union shall, on and after completion of the probationary period, pay to the union a fair share service charge which is equivalent of Union Dues per month.

C. All full-time employees in continuous employment of the Township of one (1) year or more shall be liable for union dues or union fair share.

D. The Union agrees to hold the Township harmless, and to reimburse and indemnify the Township, for any and all liability, costs, and attorney fees which might arise by reason of any action taken under this article.

Article 7 – Seniority

A. The Township will establish a seniority list by date of original full-time appointment with Miami Township, public or private.

B. Seniority shall govern the dispensing of all privileges provided by and listed as governed by seniority in this agreement.

Article 8 - Layoff/Recall

A. Layoff. In the event the Township should decide to layoff Fire & EMS Department personnel, non-contract employees who perform bargaining unit work shall be laid off first. If further layoffs are required, union members shall be laid off in inverse order of seniority. In the event a union member is laid off, they may elect to receive payment for earned but unused vacation; personal days; sick leave conversion as determined by Article Thirty-Two (32) of this agreement.

B. Recall. Union members who are on layoff shall be placed on a recall list for a period of eighteen (18) months and shall be recalled in reverse order of their layoff with the last member laid off being the first to be called back and continuing in the like manner until the required number of employees has been obtained.

C. Recall Notification. No new employee shall be hired until all union members who have been laid off in the previous eighteen (18) months, have been given the opportunity to return to work. Laid off union members will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list.

D. Layoff/Termination. A union member who is on lay-off for a period of eighteen (18) months is automatically terminated and loses all seniority and shall receive payment for earned but unpaid benefits as described in paragraph A of this Article.

Article 9 - Personnel Records

A. The Township shall maintain a personnel file folder for each union member. Said folder shall contain the following documents:

1. Application;
2. Letter of appointment;
3. Resolution regarding promotions and pay raises;
4. Discipline records;
5. Copies of payroll records. Original payroll records are on file with the Clerk;
6. Letter(s) of commendation;
7. Reviews;
8. Health records;
9. Copies of any other records required to be kept by the Internal Revenue Service, State of Ohio or Immigration and Naturalization Services. Originals are on file with the Clerk;
10. Insurance information;
11. Any union member statements referenced in paragraph D below.

B. This folder will be under the supervision and control of the Township Administrator. Said folder may be reviewed by the union member during the hours of 8:30am to 4:00pm Monday through Friday. Advance notice to the Township Administrator may be required. This folder may be reviewed by the union member, the member's legal guardian, or an attorney authorized in writing by the member to inspect the folder.

C. Union members shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be requested and provided in accordance with the Miami Township Records Management Policy.

The Township, in accordance with Section 149.43 of the Ohio Revised Code has established the following fees for providing copies of reproductions of public records maintained by the Township:

1. For photocopies of either letter or legal size documents, the fees shall be as follows:

    a. For the first (1) thru the twenty-fifth (25) photocopy, there will be no charge.

    b. For twenty-six (26) or more photocopies, there is a fee of five (5) cents per photocopy calculated from the first photocopy. Advance payment is required before any copies are prepared. (Two sided photocopies shall be charged at a rate of five (5) cents per sheet)

2. For video tapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be charged if a commercial or professional service is contracted to provide the copy. If the Township creates the copy, a reproduction fee may not be charged.

3. Bulk Commercial requests and Special Extraction Costs will follow Ohio Revised Code Section 149.43 (E)(2).

4. Established costs / fees under this policy shall be clearly posted and visible to the public.

D. If a union member disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, they may request the Township to investigate the current status of any information. Said request must be in writing and filed with the Township Administrator. Within thirty (30) days of receiving this request, the Township Administrator shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall tell the union member in writing of the results of the investigation. The Township shall delete any information that it cannot verify or that it finds to be inaccurate.

If after the Township Administrator's determination, the union member is not satisfied with the result, the Township shall either:

1. Permit the union member to include within the folder a brief written statement of their position on the disputed information; or

2. Permit the union member to include within the folder a written protest that the information is inaccurate, irrelevant, outdated, or incomplete. The Township shall maintain a copy of the member's statement in the file.

If the union member does either 1 or 2 above, the statement provided by the member shall be included in any subsequent transfer, report, or dissemination of the disputed information. The Township may also include in a transfer a statement the Township has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for that belief.

Following any deletion of information that is found to be inaccurate or the accuracy of which can no longer be verified or if a statement of dispute is filed by a union member, the Township shall, at the written request of the member, furnish notification that the information has been deleted or furnish a copy of the member's statement of dispute, to any person specifically designated by the member.

E. Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the union member, be removed from the personnel file, provided no similar intervening discipline has occurred. Any record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and shall, at the request of the union member, be removed from the personnel file, provided no similar intervening discipline has occurred.

F. Medical, psychiatric, or psychological information maintained in the file shall be disclosed to the union member unless a physician, psychiatrist, or psychologist determines that the disclosure of the information is likely to have an adverse affect on the member. In these cases, the information shall be released to a physician, psychiatrist, or psychologist designated in writing by the union member or the member's legal guardian.

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

H. The following information will be deemed to be information which if released could reasonably endanger the health and safety of the Fire and EMS personnel: union member's address, telephone number; names, addresses, and telephone numbers of member's dependents and other family members, member's health records and insurance information.

Article 10 - Sick Leave

A. Each union member shall be credited thirteen 13 hours sick leave for each calendar month of service. The hours of sick leave shall be credited to each union member on the first pay period of each month. The maximum accumulation of sick leave hours shall be two thousand six hundred (2600) hours.

B. Approval of Sick Leave Usage: The Chief of the Fire & EMS Department, or other authorized official designated by the Chief, has authority as provided by the Township Administrator to approve or deny the use of sick leave. A union member may be required to submit a doctor's certificate whenever the Chief suspects there has been abuse by the member in their use of sick leave.

C. Computation of Sick Leave Usage: Union members shall be charged for sick leave usage on an hour-by-hour basis.

D. Authorized Uses for Sick Leave: Sick leave credit may be used for:

1. Illness, off duty injury or off duty exposure to a contagious or communicable disease.

2. Sickness or disability in the immediate family where the presence of the union member is absolutely necessary. For the purpose of this section, immediate family shall be defined as the union member's spouse, children, resident and nonresident step-children, parents, brother, sister, mother-in-law, and father-in-law. In the cases of illness in the union member's immediate family requiring them to be at home, the member may be required to submit a doctor's certificate or other proof which establishes the necessity for the member to be at home caring for the family member.

3. In the case of a non-resident step-child which has matured and no longer resides in the union member's home, authorization from the Chief or authorized designee for sick leave may be given in the case of critical injury, critical care, and/or special circumstances. The amount of leave granted under this section shall be limited to one tour of duty per occurrence.

E. Union Member's Claim for Sick Leave: The union member shall submit a Township Leave Form in order to receive payment under the sick leave provisions. For extended absences, payment may be approved at the discretion of the Chief prior to submission of this form.

F. Voluntary transfer of sick leave from one union member to another will be allowed up to a maximum of forty-eight (48) hours per member per pay period. No union member will allow their sick leave bank to go below ninety-six (96) hours after such donation. The granting of this benefit shall be solely within the Chief's discretion.

G. Any union member in an active work status and who does not utilize twenty-four (24) hours or more of sick leave, ten (10) hours or more for forty (40) hour union members, for a one hundred twenty (120) consecutive calendar day period shall be entitled to one (1) twenty-four (24) hour (one (1) ten (10) hour for forty (40) hour union members) paid personal leave day. A union member is limited to one (1) time per 120 day period to use eight (8) hours of a 24 hour day (or four (4) hours for forty (40) hour-week members) for doctor's visits, dental appointments, and sick family emergencies, and not be charged for a sick day with respect to accrual of personal leave days. Prior authorization of sick leave for the abovementioned conditions is required unless it is an emergency situation. Authorization for sick leave shall be given as long as at the time of authorization, the sick leave does not cause staffing to drop below the minimum staffing requirements unless it is an emergency situation.

1. Personal leave days off must be requested in the same manner as a vacation request and are subject to approval based upon the work load requirements of the employer.

2. The one-hundred and twenty (120) consecutive day calendar period begins on the first day following the last incident of sick leave usage and ends one-hundred and twenty (120) days later.

3. Personal leave days must be taken within one (1) year of the date of earning. If not taken within one (1) year, the day shall be paid to the union member at the current hourly rate.

H. A union member with an accumulation of twelve hundred (1200) hours of sick time may cash in one hundred and twenty (120) hours per year at the rate of one (1) hours pay for two (2) hours of sick time and shall be paid out to the member on the first paycheck in December.

I. Return to Work After Sick Leave: After missing more than thirty (30) days of work due to any medical condition, illness or injury, that will affect their ability to perform their duties, or that may affect the health and safety of coworkers or the public, the union member may be required by the Chief to submit to a return-to-duty medical evaluation by a physician of the Township's choice and at the Township's expense. The union member will be compensated at their appropriate rate for time spent. Travel will begin and end at Station 26.

1. If the report from the physician selected by the Township is in conflict with the report submitted by the union member's physician regarding the nature of injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician, at the Township's expense, selected by the employer from a list of physicians mutually agreed upon by the parties. The opinion of the third physician shall be determinative.

Article 11 - Injury Leave

A. Injury On-Duty / Work related illness: In addition to sick leave as provided by this agreement a union member shall receive injury leave as follows:

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

   When employees are placed on Injured on Duty ("IOD") leave, they can remain on this status until their physician releases them to go back to work up to a period of twenty six (26) weeks. At the start of an employee's IOD leave, the employee will receive written notification they are also being placed on Family and Medical Leave ("FMLA"). Once an employee has been on IOD leave for a period of twenty six (26) weeks, they will lose coverage as an active employee and then become eligible for COBRA continuation of health insurance if their IOD leave is not extended as provided for herein. The Township Administrator may extend an employee's IOD leave for an eight (8) week period of time, or longer, based on the facts and circumstances of an employee's IOD status. Four (4) weeks before the end of the twenty six (26) weeks period, the employee will schedule an appointment with the Township Administrator to discuss the facts and circumstances of an employee's IOD leave. The employee may have a Union representative present at the meeting. If an employee's IOD leave is not extended after the twenty six (26) week

period of time, the employee may be placed on temporary/total disability consistent with applicable worker's compensation laws and shall be responsible for the payment of their health care premiums thereafter, until they are able, or released, to return to work.

2. If a union member is hospitalized immediately following the injury / work related illness, they shall submit the physician's statement within three (3) days after their dismissal from the hospital, to the Township.

3. Additional injury / work related illness leave may be granted to the union member upon request to the Chief or his designee, in the event the member's physician does not clear them for full-duty. The granting of this benefit shall be solely within the Chief's discretion.

4. A union member claiming the right to receive, or who is receiving injury / work related illness leave compensation for more than thirty (30) days, may be required by the Township to submit to a medical examination by a licensed physician, selected by the Township. The Township will pay any legitimate cost for examination that the union member's medical insurance or Workers' Compensation does not cover, including travel expenses. If the union member refuses to submit to a medical examination, injury / work related illness leave compensation may be suspended or denied.

5. If the report from the physician selected by the Township is in conflict with the report submitted by the union member's physician regarding the nature of injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician, at the Township's expense, within a period of twenty six (26) weeks as described in this article, selected by the employer from a list of physicians mutually agreed upon by the parties. The opinion of the third physician shall be determinative.

6. Return to Work After Injury Leave: After missing more than thirty (30) days of work due to any medical condition, illness or injury, that will affect their ability to perform their duties, or that may affect the health and safety of coworkers or the public, the union member may be required by the Chief to submit to a return-to-duty medical evaluation by a physician of the Township's choice and at the Township's expense. The union member will be compensated at their appropriate rate for time spent. Travel will begin and end at Station 26.

7. If an employee is on IOD leave on any holiday recognized in Article 23 of the Agreement, the employee will be compensated for twelve (12) hours of holiday pay at their normal hourly rate.

8. Any employee, who has worked for the Township for less than twenty six (26) weeks and is placed on IOD status, is not eligible for IOD status for any period of time longer than they have worked for the Township, unless otherwise agreed upon by the Union and the Township Administrator.

9. The Township shall maintain short term disability insurance for employees affected by this Agreement to be utilized consistent with this policy.

10. If an employee is placed on Worker's Compensation, they will not continue to accrue vacation during the time they are receiving Worker's Compensation, however, they will continue to receive credit for seniority.

11. If an employee is placed on light duty, they may attend physical therapy, doctor appointments, or other required medical procedures related to their injury as part of their light duty work. Travel for all such appointments will begin and end at Station 26, unless other arrangements are approved by the Chief or their designee. Employees that are "Injured on Duty" will be encouraged to participate in the Township's Transitional Work Program through Worker's Compensation as part of their physical therapy requirements, in accordance with their treating physician's requirements.

12. When on IOD, vacation hours, personal time, and sick time hours taken for non-IOD related injuries or illnesses will be charged in the same way as if the employee was not on IOD, to equal the balance of the hours that they would normally be expected to work if not on IOD.

Article 12 - Funeral Leave

A. Leave with pay for participation in funeral services or arrangements shall be granted by the Chief or his designee to a union member when a death in the immediate family occurs. Immediate family for this article shall include the union member's parents, spouse, child, step-parents, resident and non-resident step children, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son in-law, grandchildren, sister-in-law or brother-in-law.

B. Extent of Benefit: Forty-eight (48) hours of funeral leave will be granted for spouse, parents, children, step-parents, resident step children, brother, sister. Twenty-four (24) hours of funeral leave will be granted for guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother in-law, and non-resident step children. If the death occurs during a union member's tour of duty and the member leaves their tour, the remainder of the tour shall be charged to sick leave.

C. Additional funeral leave of up to forty-eight (48) hours may be granted upon request with the approval of the Chief or his designee. Funeral leave in excess of Section B of this article shall be charged against accumulated sick leave.

D. Upon request of a union member the Chief or his/her designee shall grant up to twenty-four (24) hours of late notice personal or vacation time for the death of an aunt or uncle.

Article 13 - Family and Medical Leave Policy

The Family and Medical Leave Policy as adopted by Miami Township is incorporated into this agreement.

Article 14 - Leave Of Absence Without Pay

A. Purpose: Leave of absence without pay may be granted for any legitimate purpose subject to approval, including, but not limited to the following:

   1. To further a union member's education.
   2. To attend funerals not covered by paid leave.
   3. Urgent personal reasons.
   4. As permitted by Article 13.

B. Procedure: A union member desiring to apply for a leave of absence without pay should submit an application to their immediate supervisor, outlining the reason for the request. The supervisor will transmit the request to the Chief along with their comments. Further disposition will be made as follows:

   1. Request for Leave of Two (2) tours or less: The Chief of the Fire & EMS Department will act on the request.

   2. Request for Leave of more than Two (2) tours: The request for leave of more than Two (2) tours will be forwarded to the Township Administrator by the Chief with their recommendations.

C. Conditions: All such leave requests will be given in writing with a copy directed to the union member's personal file.

Article 15 - Safety and Health

A. The parties agree that safety is of paramount importance to the Township Fire and Emergency Medical Service and its employees. The Township accepts the responsibility to provide safe working conditions; equipment, vehicles and working methods for all employees with reference to recognized national standards. The union members accept the responsibility to follow all safety rules and safe working methods of the Township.

B. An officer shall have discretion to remove apparatus from service if in their opinion the mechanical condition of the apparatus warrants removal pending inspection by a chief officer. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Chief of the Fire & EMS Department. Replacement for damaged safety equipment and apparel, as determined by the Chief or his designee, shall be ordered as soon as practical upon notification of needed equipment. Damaged safety equipment and apparel shall not be utilized by union members.

C. The Township will agree that blood tests for carbon monoxide poisoning and any other toxin that is likely to have been encountered through the course of employment with Miami Township will be provided upon request by any union member treated in a hospital for an exposure. And the union member will be given a report of the test upon request. The Township will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation, if test is ordered by the Township.

D. The Township will furnish safety apparel and equipment as appropriate.

E. The Township will provide an inoculation for prevention of Hepatitis-Type B, annual flu shot, and/or other inoculations of this nature that become available during this agreement.

F. The Township will maintain an Infection Control plan for employees and will provide, upon request, within a reasonable time, a test for any employee that has been exposed to a serious infectious disease, such as HIV/AIDS, meningitis, etc., while performing their official duties. The Township will pay any legitimate cost for the test not covered by medical insurance or Workers' Compensation, if test is ordered by the Employer.

G. The Township shall provide annual TB testing for all emergency response personnel according to current National Standards.

H. The Township shall require and provide annual physical evaluations for all union member emergency response personnel in accordance with current national firefighting standards and programs. The physical evaluations will be performed by either of two physicians or physician groups recommended by a joint Township-Union committee, and approved by the Chief. The joint Township-Union committee will consist of a chief officer of the Miami Township Fire and EMS and at least one member of the union appointed by the President of the union. Physicals are permitted to be performed while the union member is on duty or voluntarily while off duty.

   The results of the physical will be sent directly to the union member. The member is required to submit to the Township the completed Township supplied cover sheet wherein the examining physician certifies that the union member is fit/not fit to perform fire fighting duties in accordance with current national standards, and listing any medical/physical restrictions that apply. Union members may submit a copy of the physical evaluation results to Miami Township to become a permanent record in the member's personnel file.

I. Union members must notify the Chief of a diagnosis received from his/her physician in which the member's physician places restrictions on the member that will affect their ability to perform their duties, or that may affect their safety of the health and safety of coworkers or the public.

J. All union members shall receive a physical fitness assessment at least once per year, in accordance with current national firefighting standards and programs. This assessment is meant only for the union member to have a complete picture of their health and fitness level. The results of such assessment shall be confidential between the assessor and the union member being assessed. This assessment shall not be used to determine whether a union member is fit for duty. Data shall be gathered from the fitness assessments to assist the department with obtaining a picture of the overall health of the organization, and for evaluating trends and needs specific to the physical fitness programs. The employer shall provide at minimum, one fitness advisor per shift. The township will provide for the proper training of each fitness advisor.

K. The parties of this Agreement agree that a union member shall not be disciplined for refusing to use defective equipment which would present a danger to the member, fellow employees or the community.

Article 16 - Hours of Work and Overtime

A. The standard work day for union members covered under this Agreement shall be twenty-four (24) hours. This shall be known as the member's "tour of duty". The standard work period for union members covered under this Agreement shall consist of a forty-eight (48) hour average work week within a twenty-one (21) day working period. The union member's standard number of hours worked annually will be two thousand four hundred and ninety-six (2,496).

   Union members covered under this Agreement (except weekday union members) shall be entitled to one (1) Hourly Reduction Day (HRD) within a twenty-one (21) day working period. An HRD shall be one Twenty-four (24) hour shift.

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

B. The standard hours of work for Weekday Captains or 40-hour personnel shall be a maximum of forty (40) hours in a workweek of Sunday to Saturday to total an annual total of two thousand eighty (2,080) hours. The workweek shall consist of four (4) workdays unless otherwise agreed to by both the employee and the Chief or their designee. The minimum workday shall be no less than four (4) hours and no greater than twelve (12) hours, and shall be between the hours of 0700 and 1900 hours. Any hours to be worked outside of this time for the purpose of the Weekday Captains or 40-hour personnel's regular duties must be approved by the Chief or their designee.

   The Weekday Captains or 40-hour personnel shall schedule their hours on a monthly basis. The schedule shall be published on the monthly schedule and may not be deviated from unless agreed to by both the employee and the Chief or their designee.

C. Either party may request a new shift system. Such request shall reopen negotiations for this issue only (type of shift and related hours of work). Such negotiations will follow the statutory procedures of ORC 4117.14.

D. Union members required to work in excess of their scheduled pay period shall be paid at one and one-half (1 1/2) times their regular hourly rate of pay for all such excess time. Captains shall be paid at the rate of one and one – half (1 ½) times of the regular hourly rate of the Weekday Captains. This applies only to existing Captains. Union members hired or promoted to the rank of Captain after September 1, 2001 shall be paid the overtime rate based on their hourly rate of pay.

   1. Approved vacation, personal days, sick days, and paid days shall be considered time worked for the purpose of computing work time.
   2. Overtime will be calculated and paid with the regular pay and within the same pay period in which it was earned.
   3. In the instance that a union member utilizes sick time for a shift the day before, or the day immediately following a holiday (as recognized in Article 23), that member forfeits their right to receive holiday pay unless they can provide a note from a physician for their use of sick time, as specified in Article 10, Section B.

Article 17 - Emergency Call In Pay

Any time a union member is called in to work beyond their regular tour of duty, the member shall be paid a minimum of two (2) hours pay to be paid at the appropriate rate.

If emergency call in time is contiguous to a union member's regularly scheduled shift, such time shall be calculated as hours of work only and subject to overtime as provided for in Article 16.

Article 18 - Grievance Procedure

A. A grievance is defined as a specific violation of a term of this agreement, or disciplinary action taken against a union member. Each written grievance must state the Article of the agreement where the violation has occurred and the remedy requested to settle the grievance.

B. Any step in the grievance procedure outlined below may be skipped on any grievance by mutual consent. In the absence of such mutual consent, at any step where a response is not forthcoming within the specified time limits, the grievance will be presumed to have been denied. In such a case, the grievant must present his grievance to the next step in the grievance procedure in order to obtain further consideration. A copy of all grievances and responses will be forwarded to the Township Administrator and the President of the Union.

C. Step 1. The union member or group of union members shall present their grievance in writing to their immediate supervisor for their disposition. Except for monetary issues, this must be done within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) following the date of occurrence or when the union member or the Union should have had knowledge of the occurrence of the facts upon which the grievance is based. The grievant may, if their or they so desire, be accompanied by a member of the Grievance Committee at this step. The immediate supervisor shall reply in writing to the aggrieved within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays). If the aggrieved union member or members do not refer the grievance to the second step of the procedure within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

D. Step 2. The grievance, together with all correspondence, shall be submitted to the Chief. The Chief or his designee shall investigate and hold a grievance meeting within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the grievance. The Chief shall give his answer to the Union and the aggrieved in writing within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after termination of such grievance meeting. Both the Union and/or its representatives and Township shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The aggrieved may be represented by a member of the Grievance Committee.

E. Step 3. The grievance shall be submitted to the Township Administrator no later than five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the unacceptable decision rendered in step 2, or within five (5) calendar days after the five (5) calendar day period in which the response is due. If the grievance is not so presented, it will not further be considered. A meeting shall be scheduled within five (5) calendar days (excluding

Saturday, Sunday, and recognized holidays) after the filing of the grievance in Step 3. The decision of the Township Administrator shall be given within five (5) calendar days of said meeting. If the aggrieved union member does not notify the Township Administrator through the President of the Union of their dissatisfaction with the decision rendered, the grievance shall be considered resolved. If the Township Administrator fails to answer in writing within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) time period, the grievance will be presumed to have been denied.

F. Step 4. Failure to resolve any grievance processed through Step 3 will result in the grievance being referred to an Arbitrator, provided written notice for the same is made by the Union President or their designee with five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision of the Township Administrator, or after the five (5) calendar day period in which the decision is due. In the event that the Union President or their designee should fail to serve such written notice on the agency from which the Arbitrator is to be provided and the Township Administrator, the grievance shall be considered settled. The representatives of both parties shall, within twenty (20) calendar days after notification of a request to arbitrate, begin the selection procedures outlined below. The Township will notify the Union of any questions of arbitrability at this time. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

    1. After receipt of a request to arbitrate, the American Arbitration Association (AAA) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Either party may once reject a list prior to beginning the striking procedure, and submit a request for another list from the AAA. The strike-off process must be completed within 15 days from the date the list(s) are received from the AAA. The time period described above shall begin on the date in which both parties are in receipt of the AAA list(s). An arbitration selection process not completed within the 15 calendar day period described above shall be deemed settled on the basis of the last answer given by the Township's representatives.

G. The parties understand and agree that in making this Agreement they have received for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

    1. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or addendum to this agreement nor to rule in any matter except while this agreement is in full force and effect between the parties. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case the grievance will be denied.

    2. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing. The Ohio rules of evidence are applicable to the arbitration process.

    3. If the arbitrator upholds the grievance as set forth by the Union, and grants the remedy sought by the Union, the Township shall bear the expenses of the arbitrator. If the

arbitrator denies the grievance, the Union shall bear the expenses of the arbitrator. In all other circumstances the expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.

4. The arbitrator's decision shall be final and binding on the Union, on all the Bargaining Unit Members, and on the Township.

H. Union representation at Steps One and Two of the grievance procedure shall be limited to the designated representative and the aggrieved union member. The Union President and/or Legal Counsel may accompany the grievant and the designated representative at Steps Three (3) and Four (4). By mutual agreement additional persons may be designated to attend.

I. The Township is authorized to pay grievance settlements.

J. By mutual written agreement of the parties, time limits as set forth in the grievance procedure may be extended.

K. Any grievance may be initiated by the Union at Step three of the grievance procedure, subject to the time limits of Step One (1).

L. The grievance form as developed by the Labor Management Committee will be subject to approval by both the Union and the Township.

Article 19 - Labor Management Committee

In the interest of sound relations between the Union and the Township, a joint committee of no more than six (6) members, half of whom shall be from Management and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern. This committee should meet no less than twice per calendar year and at any time requested with five (5) days notice by either party. The requesting party shall submit an agenda with not more than five (5) agenda items. Items discussed at a Labor Management Committee meeting, requiring a response from either party, shall be addressed by that party within thirty (30) days of the meeting. A fifteen (15) day extension may be granted if approved by both parties.

Article 20 – Discipline

A. The tenure of every bargaining unit member shall be during good behavior and efficient service. No union member shall be disciplined except for those grounds set forth in Article 20(B).

B. Any union member may be disciplined for just cause which includes the following infractions: incompetency; inefficiency; dishonesty; drunkenness; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty; absence without leave; and any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance which adversely affects the ability of the Township to provide services to the public. The Township may take this type of action while the union member is on duty, representing the Township; or off-duty

representing his/her self as an employee of the Fire & EMS Department. The union member may not be disciplined for actions on his own time that do not reflect directly on the Fire & EMS Department or do not violate any State or Federal statutory provisions.

C. Any union member who is being disciplined shall have the option to request a union representative from an established list of representatives. The requested representative should be reasonably available (within 1 hour). This time may be extended with agreement by both the Union and Management.

D. In initiating discipline, the Township agrees to the following forms of discipline:
   1. Verbal warning;
   2. Written reprimand;
   3. Suspension without pay, for up to 10 tours of duty;
   4. Reduction in classification or Discharge.

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

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

F. For infractions involving suspension of one (1) tour of duty, said discipline shall be at the sole discretion of the Chief or his designee. For infractions involving suspension of two (2) to three (3) tours of duty, said discipline shall be at the sole discretion of the Township Administrator. Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the infraction by discussing the infraction with the union member. The Employer may issue verbal warnings or written reprimands without prior notice where the Employer feels that immediate discipline is warranted. Verbal warnings may be appealed up to and including Step Two (2). Written reprimands may be appealed through the grievance procedure up to and including Step Three (3).

G. In cases where the Chief or his designee, determines that suspension, reduction in classification or discharge may be the appropriate remedy, they shall notify the union member of the charges supporting the discipline requested. The union member may request full disclosure of all statements and related documents or other evidence supporting the disciplinary action. The Employer will provide copies at no cost to the union member. Within forty-eight (48) hours of receipt of this notification, the union member must notify the Employer in writing whether the member intends to contest the suspension or discharge. A pre-disciplinary conference will be scheduled between the union member, a Union representative (if the union member desires) and the Chief or his designee, and Township Administrator no sooner than five (5) working days from when the notice from the member is received.

   1. At the pre-disciplinary conference, the Township Administrator shall act as a neutral hearing officer. The Township Administrator shall take evidence from both the Chief or his designee, and union member as to the nature of the infraction and the reasons why suspension, reduction in classification or discharge is warranted. The union member may appear at this pre-disciplinary conference with or without a representative of their choice,

and may, without penalty, either participate or not participate in the presentation of evidence.

2. The union member may waive a pre-disciplinary conference by filing a written waiver with the Township Administrator along with his notice to contest his suspension or discharge.

3. At the pre-disciplinary conference, the union member shall have the right to call witnesses on his behalf or present any other evidence he feels is warranted in his defense. In addition, the union member may cross-examine witnesses including the Chief or his designee. In case of an emergency (such as illness, death in the family, etc.) the union member shall be entitled to one continuance of the pre-disciplinary conference for a mutually agreeable period of time.

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

5. Either party may provide a written brief to the Township Administrator prior to the pre-disciplinary hearing provided the other party is also provided a copy.

6. Within seventy-two (72) hours of the conclusion of the pre-disciplinary conference, the Township Administrator will issue a written opinion of his findings and recommendations. The Township Administrator shall have authority to suspend an employee for up to three (3) tours of duty if said suspension is the appropriate measure of discipline.

7. If suspension of more than three (3) tours of duty, reduction in classification or discharge is recommended, the Township Administrator will transmit this recommendation to the Board of Trustees for action at their next regularly scheduled meeting or at a special meeting called for that purpose. The employee has a right to appear at the scheduled meeting of the Board of Trustees, with or without a representative of his/her choice, to contest the recommendation of the Township Administrator. At the meeting, the Board of Trustees will review all materials and testimony submitted by the employee, Chief or his designee, and Township Administrator, and may call such other witnesses as the Board determines necessary to make a decision.

8. Upon review of this information, the Board of Trustees will accept, accept with modifications, reject or reject with modifications, the recommendation of the Township Administrator. The union member has a right to have this meeting held in an open or closed session pursuant to Section 121.22(G)(1) of the Ohio Revised Code.

H. All disciplinary actions may be appealed through the Grievance procedure except as noted in Section 20(E).

I. This Article does not apply to employees who have not completed the probationary period.

J. When a union member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of either party.

K. A union member who comes under investigation by management for a discipline infraction shall be notified of the investigation within five (5) calendar days. If just cause cannot be determined within forty five (45) days once an investigation has been initiated, no action shall be taken against the union member. If additional time is required for an investigation to be concluded, an additional forty five (45) calendar days may be allotted by mutual consent between the Chief and the President of the Union. No internal investigation shall be maintained longer than 90 calendar days. Criminal investigations are not subject to this paragraph.

L. When disciplinary action has been taken, the said discipline shall be carried out at no longer than thirty (30) calendar days from final verdict.

Article 21 – Uniforms

A. The employer will provide uniforms and personnel protective equipment clothing to the union members. Said list and clothing will be provided to the union member upon hire and throughout employment with Miami Township. Replacement of issued items will be on an as needed basis and paid for by the employer. Style, type, color and quantity of specific items will be determined with a dual effort of the Chief and uniform committee. The following list states a minimum quantity:

3 - Work shirts *(of each type approved by the Chief)*	
2 - Polo Shirts	
5 - Navy blue pants	1 - Ball cap (optional)
5 - T-shirts	1 - Work out/sleepwear shorts
1 - Black belt	1 - Class A uniform
1 - Pair work footwear	1 - Winter/Rain Coat Set
2 - Job Shirt	1 - Winter hat

B. All union members must report to work in uniform. The uniform and all items of clothing which make up the Township issued and accessories must be clean, neat, and orderly. Uniforms, personal protective clothing, or department issued jumpsuits, as appropriate, shall be worn to department sanctioned training activities and on all responses, including recalls.

C. Only footwear (shoe/boots) issued and/or approved by the department shall be worn when on duty. The department will pay an amount up to the cost of one pair of boots of the type approved by the Chief. Replacement shoes/boots may be obtained on a biennial (every two year) basis, unless the need is sooner, as determined by the Chief or their designee. If the footwear is damaged or exposed to a contaminate and is unable to be repaired or cleaned by an authorized shoe repair service then the union member will be issued a new pair of shoes/boots regardless of when the shoes/boots were issued.

D. Boot/shoe styles, other than those approved, must be approved and must be authorized by the Chief. Any difference between the amount paid by the department and the actual cost of an approved substitute pair of footwear shall be paid by the individual prior to issuance. Department issue footwear shall only be worn in conjunction with department activities.

E. Uniforms, personal protective clothing, and shoes shall be maintained in a clean presentable condition, in a manner as prescribed by the manufacturer, by the individual to whom they are issued.

F. To assist the union member in proper maintenance of their Station and Class A uniforms, the employer will provide for dry cleaning by at least one designated dry cleaners or laundry service. If at any time the designated facility or company is changed, personnel will be notified by memo or e-mail advising them of the changes. The designated dry cleaners or laundry service will bill directly to Miami Township for union member dry cleaning. It is the responsibility of the union member to drop off and pick up their uniform items at one of the designated facilities. In the event the uniform items are contaminated by biohazard material, it is the union member's responsibility to package items following the approved guidelines.

   1. Uniform items that are eligible for dry cleaning or laundering are defined in the Uniform, Dress and Grooming Operating Procedure #1601.

G. All requests and orders for uniform items must be placed no later than November 15th of each calendar year, barring any unforeseen emergencies.

Article 22 - Vacation

A. Union members shall earn vacation leave accruing January 1st according to their number of years of service credit as follows:

After One (1) full year of service	96 hours (4 – 24 Hour Tours of Duty)
After Six (6) full years of service	168 hours (7 – 24 Hour Tours of Duty)
After Fifteen (15) full years of service	240 hours (10 – 24 Hour Tours of Duty)
After Twenty-Four (24) full years of service	288 hours (12 – 24 Hour Tours of Duty)

After completion of one (1) year of employment, a union member is eligible for vacation accrual as follows:

- A union member is eligible for full vacation credit (4 tours of duty) if hired on or before June 30th which is retroactive to January 1st; and a union member is eligible for half vacation credit (2 tours of duty) if hired on or after July 1st.
- A union member with previous service credit (as outlined in Section D) is eligible for full vacation leave (based on years of service shown in the chart above) if hired on or before June 30th, which is retroactive to January 1st; and a union member with previous service credit (as outlined in Section D) is eligible for half vacation leave (based on years of service shown in the chart above) if hired on or after July 31st.

B. Weekday Captains shall earn vacation leave accruing January 1st according to their number of years of service credit as follows:

After One (1) full year of service	80 Hours
After Six (6) full years of service	120 Hours
After Fifteen (15) full years of service	200 Hours
After Twenty-Four (24) full years of service	240 Hours

After completion of one (1) year of employment, a union member is eligible for vacation accrual as follows: full vacation credit eight (8) tours of duty (80 hours) if hired on or before June 30th which is retroactive to January 1st; and, half vacation credit four (4) tours of duty (40 hours) if hired on or after July 1st.

C. Vacation credit accrues while on vacation and sick leave.

D. For this article, service credit means the time in the full-time service of Miami Township, public and private, and includes all prior full time service time with another political subdivision of the State of Ohio. Service credit shall not accrue during periods of suspension or of layoffs lasting longer than one (1) year. A union member who has prior full-time service time with a political subdivision in the State of Ohio shall receive service credit towards vacation entitlement for all such service time. A union member with prior service does not receive credit for the service until completion of the probationary period.

E. The vacation season shall be from January 1st through December 31st. During the month of January of each year, each union member can submit vacation requests. Requests for vacation time shall be processed by seniority. A vacation schedule will be posted by February Tenth (10th) to allow for rescheduling of denied time. The final vacation schedule will be posted by February Twenty-Eighth (28th).

F. After the vacation list has been posted, then any remaining vacation time that a union member has not scheduled, shall be scheduled on a first application basis and seniority rights shall not prevail.

G. Generally, vacation leave shall be taken by a union member during the year in which it was accrued. A union member may carry over up to forty-eight (48) hours of their annual accrual, but only one (1) succeeding year.

H. A union member may request up to two (2) shifts additional vacation without pay. The granting of such requests is solely within the Township's discretion.

I. Vacation leave that is not used, scheduled for use in the current calendar year, or able to be carried over to the next year by December 1st in the year of accrual, shall be paid out to the union member on the check for the first full pay period of December, up to a maximum of ninety-six (96) hours.

J. Vacation may be taken in increments of no less than four (4) hours.

K. A union member who sustains an off-duty injury or significant illness at a time when they have prior pre-approved vacation leave scheduled may submit a request to have that vacation leave changed to sick leave. The basis for the request should include an extended recovery time that will prohibit the union member from participating in the activity for which they were taking the pre-approved vacation leave. An accompanying note from a physician indicating the period the union member must be off work, and citing the activity restrictions, shall be on file. In the event the illness or injury does not prevent the union member from participating in the activity for which vacation leave was requested, the member shall not request conversion of vacation leave to sick leave.

1. The request must be submitted to the Scheduling Officer no later than seven (7) days prior to the beginning of the scheduled vacation time activities. Should circumstances prevent this stipulation from being met, the Scheduling Officer and the Chief or his designee, will review the request and decide its disposition based on the details of the situation, on a case-by-case basis. Their decision will be considered as final. Each situation and related decision shall be considered a one-time event, and shall not be considered as having established a practice.

Article 23 – Holidays

A. The following Holidays will be compensated at one and one half (1.5) times base pay from 0700 hours to 0700 hours, to coincide with the tour of duty that begins on the holiday except as specified in Section B of article:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

B. Any union member working New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas are entitled to two and a half times (2.5) their normal rate. There will be no overtime calculation for these days. All union members working these days shall be paid at two and a half times (2.5) their normal rate.

C. Union members not scheduled to work on a holiday listed in section A shall receive, as holiday pay, twelve (12) hours pay at their normal hourly rate, unless the member is on an unpaid leave of absence or a disciplinary suspension when the holiday is observed.

D. The Weekday Captains or 40-hour personnel shall be entitled to the day off with pay for any holidays that coincide with their regularly scheduled shift. If the holiday falls on a Saturday then the Weekday Captains or 40-hour personnel shall have Friday off with pay. If the holiday falls on a Sunday then the Weekday Captains or 40-hour personnel shall have Monday off with pay.

Article 24 - Training and Education

A. The Township and the employees recognize the benefits of continued education and training for professional growth and development. Employees are encouraged to pursue their knowledge and participate in their formal education efforts. In order to assist the employee, the Township will provide any union member with tuition assistance as follows:

1. The union member will submit a written request to the Chief of the Fire & EMS Department or his designee and the Township Administrator prior to the start of the course for which reimbursement is sought. Requests for reimbursement will not be unreasonably denied, upon proof of successful completion of the course(s). Training requests will be reviewed and a decision will be made by the Training Division and Administration on said request. Approval or denial status shall be sent back to the union member within thirty (30) days from the time the request was submitted.

2. The course work must be directly related to the Fire Science or Emergency Medical Field or be a required course leading to an Associate's and Bachelor's degree in the following fields: Fire Prevention, Emergency Management, Homeland Security, Disaster Response, Mobile Integrated Healthcare/Community Paramedicine, Arson Investigation, Fire Protection Engineering, Occupational Safety & Health with a concentration on Fire, EMS Management, Organizational Leadership, Public Administration, or a formal degree approved in writing by the Chief prior to enrollment. To be eligible for the reimbursement under this section, the college or university must be accredited by an accrediting agency or association recognized by the U.S. Department of Education or the Council Of Higher Education Accreditation (CHEA).

3. The union member will pay all initial fees, including books and will submit proof of attendance or completion except as noted in Paragraph C of this section. The union member must maintain a minimum of a 2.0/C grade point average on a 4.0/A grading scale where applicable. In the event of a pass/fail grading system, the union member must maintain a passing grade.

4. Union members must have completed one (1) year of full-time service with Miami Township to qualify for tuition reimbursement.

B. The maximum reimbursement is limited to the in-state tuition charged by the University of Cincinnati Main Campus as of December 1st of each year. Reimbursement shall be as follows:

90% for an A grade
80% for a B grade
70% for a C grade

C. Upon proof of such expense and completion of the course(s) as described in Paragraph A, the Township will reimburse the union member the cost of the books for each course(s) with the following conditions: (1) the books become property of the township; and (2) the member will be reimbursed when the books are returned in good condition. The Township recognizes that there are options in which the course books may be rented from a third party vendor for a price less than purchasing the book. The township agrees to reimburse the union member the rental fee after completion of the course(s) and the books are returned to the third party vendor.

D. Members, upon completion of an approved college course, shall submit their college course final grade to the Department Training Officer. The Department Training Officer will process the final grade and forward the "College Reimbursement Form" for reimbursement to take place according to Paragraph B of this section.

E. In the event a member resigns, the Township, at their discretion, may require the member to reimburse the Township for the cost of each class the member received reimbursement for based on the following schedule:

1. Less than one year from the time the class was submitted for reimbursement = Full amount of the total reimbursed to the employee for each class taken
2. One year to less than Two years from the time the class was submitted for reimbursement = 2/3 the amount of the total reimbursed to the employee for each class taken
3. Two years to less than Three years from the time the class was submitted for reimbursement = 1/3 the amount of the total reimbursed to the employee for that class

F. The Township will pay for all courses as required by the Township and/or the State of Ohio as a requisite to maintain a professional license or certificate or to maintain or advance in employment. These courses are either prepaid or reimbursed at one hundred percent (100 %). Union members may have their work week amended to accommodate attendance at such classes at the discretion of the Chief. For purposes of this section, hours required will not exceed the normal workweek as defined in this Agreement.

Article 25 - Work Related Legal Appearance

Each union member required to appear in court resulting from their duties or to give affidavits, make statements to Police or other investigators, observe line-ups or engage in any other type of legal appearance pertaining to their employment with the Township, on other than regularly scheduled tour of duty shall be compensated at the appropriate hourly rate.

Article 26 - Voting Procedure

Each employee who is a registered voter and who is scheduled on short notice and assigned a tour of duty on Election Day, who makes an honest effort to vote and is prevented from voting by circumstances beyond their control, shall be granted reasonable time off with pay, upon request, to exercise their right to vote.

Article 27 - Local 3768 Activities

A. Negotiating Committee: The Union shall advise the Township of the name of its negotiators, not to exceed three (3). A maximum of three (3) such representatives shall be paid their normal hourly wage while on duty for time spent in negotiating sessions.

B. Labor Management Committee: A maximum of three (3) Local 3768 members shall be paid their appropriate wage while on duty for time spent in Labor Management Committee sessions as described in Article 19 of this agreement.

C. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Chief three (3) weeks in advance of scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

D. The executive board or their designee shall be given eight (8) shifts of paid leave for union activity. A shift shall be defined as a twenty-four (24) hour period. In the event that a forty (40) hour union member serves on the executive board, that member's paid leave shall be calculated in hours to determine how many shifts were used.

E. Any statement made by a Bargaining Unit member to a Union representative shall be considered confidential.

Article 28 - Agreement Printing

The Township shall provide Local 3768 with four (4) printed copies of the adopted Agreement, and shall make electronic copies available on the Fire & EMS interdepartmental computer drive for printing and/or copying purposes.

Article 29 – Calamity Time

A. Overview Of Calamity Time:

1. Calamity Time shall be accrued to a maximum of forty-eight (48) hours per member. Once a Union member accumulates the maximum amount of forty-eight (48) hours of Calamity Time, overtime (OT) hours will be compensated with OT pay, as per Article 16, Section D of the Collective Bargaining Agreement (CBA).
2. Calamity Time may be rolled over from one calendar year to the next, up to a maximum of forty-eight (48) hours.
3. Transfer of hours into an employee's Calamity Time Bank will be retroactive to the date the request was actually submitted into the payroll system. The request will be processed on the next payroll period.
4. The transfer of Calamity Time hours shall be done prior to any request to use Calamity Time.

B. Calamity Time can be accrued by either of the following methods:

1. Overtime – Union members may elect to transfer all or part of their regular OT hours worked into their Calamity Time Bank, in lieu of OT pay as long as the hours are whole hours. OT hours banked as Calamity Time:
   a. Shall be compensated at a rate of one and one-half (1-1/2) hours of time for each one (1) hour of OT worked.

2. Personal Time – Union members may elect to transfer up to forty-eight (48) of their accrued Personal Time into their Calamity Time Bank. Personal Time transferred to Calamity Time shall be compensated at a rate of one (1) hour of time accrued for each one (1) hour of time transferred.

a. Union members may elect to return Personal Time that was put into their Calamity Time bank back into their Personal Time bank by notifying the Chief, Asst. Chief or their designee in writing.

C. Authorized uses of Calamity Time hours shall only include the unexpected, immediate, or emergent need for coverage (i.e. abrupt babysitter issues, car trouble, household emergency, travel delays, funerals (not covered in CBA), etc.) or urgent incidents that fall outside of the criteria found in Article 10 or Article 22 of the current CBA

.

1. Any Calamity Time usage will affect the employee's accrual of a Personal Day in the same manner as using a Sick Day as specified in CBA Article 10 (G).

D. Approval of Calamity Time usage will be by the Chief or their designee as permitted by the Township Administrator. A Union member will be required to submit documentation and/or proof of why Calamity Time was used.

1. In lieu of formal documentation, the employee may opt to either author a brief synopsis of the events/conditions that originated the use of Calamity Time and forward the document via email, or provide details in the "Remarks" section of the electronic form of the department's current Scheduling Program. Either is acceptable, should formal documentation and/or proof be unobtainable.

E. Any Calamity Time that is not used, moved back into the Personal Time Bank, or rolled over from one calendar year to the next year by December 1st in the year of accrual, shall be paid out to the union member on the check for the first full pay period in ~~of~~ December, up to a maximum of forty-eight (48) hours. It is the responsibility of the employee to notify the Scheduling Officer as to the amount of Calamity hours that they wish to be paid for.

1. Should a Union member retire or sever employment with Miami Township, the employee will be paid for all unused Calamity Time presently due to the employee, at their current hourly rate. Calamity Time will be paid hour-for-hour at the employee's current regular hourly rate.

F. If a Union member does not have Calamity hours in their bank, time-off for calamity issues will be taken as "Leave Of Absence With Out Pay" in accordance with CBA Article 14. In the instance that Calamity Time is needed, Article 14 B & 14 C do not apply.

1. Any OT hours worked within the same pay period will be calculated at the employee's regular hourly rate to offset the shortage, until the employee's normal number of previously scheduled "regular rate" hours" has been restored. The remainder of extra hours worked shall be paid at the employee's appropriate OT rate.

Article 30 - Emergency Waiver

In the event an emergency is proclaimed by the Township Administrator, the Chief of the Fire & EMS Department may, after the declaration of an emergency, make such work assignments within the recognizable scope of the union member 's skills, as he deems necessary, without regard to member classifications, overtime limitations, or seniority.

Article 31 - Severability Clause

If any provision of this agreement, or the application of such provision, should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted State or Federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of the new laws will be discussed. The remaining parts or portions of this agreement shall remain in full force and effect.

Article 32 - Benefits to be Paid Upon Termination

A. Accrued Vacation Upon Retirement, Resignation or Death: A union member who voluntarily resigns with two (2) weeks' notice, or dies, shall be paid for vacation credit earned in the previous year, but not taken, and for vacation credit earned in the present year.

B. Sick Leave Conversion: Upon the death or retirement of a union member with ten (10) or more years of service shall be paid for fifty percent (50%) of the value of their accrued but unused sick leave, up to a maximum payment of three hundred (300) hours.

C. Payments of Benefits: Benefits paid in accordance to the above clauses shall be paid in a lump sum on the union member's final check at the member's final rate of pay.

Article 33 – Wages

A. The following hourly pay ranges for certain uniformed members of the Department within the service of the Township are established:

Effective January 1, 2016 rates of pay for Firefighter/Paramedic shall be as follows:							
2016	Probationary Rate	1 Year	2 Years	3 Years	4 Years	5 Years	FF/EMT
Annual	$52,680.20	$56,698.76	$59,993.48	$62,189.96	$65,384.84	$68,979.08	$66,483.08
Hourly	$21.11	$22.72	$24.04	$24.92	$26.20	$27.64	$26.64

2016	Lieutenant	Shift Captain	Weekday Captain
Annual	$76,367.24	$91,617.80	$91,617.80
Hourly	$30.60	$36.71	$44.05

Effective January 1, 2017 rates of pay for Firefighter/Paramedic shall be as follows:							
2017	Probationary Rate	1 Year	2 Years	3 Years	4 Years	5 Years	FF/EMT
Annual	$54,103.84	$58,122.40	$61,417.12	$63,613.60	$66,808.48	$70,402.72	$67,906.72
Hourly	$21.68	$23.29	$24.61	$25.49	$26.77	$28.21	$27.21

2017	Lieutenant	Shift Captain	Weekday Captain
Annual	$77,790.88	$93,041.44	$93,041.44
Hourly	$31.17	$37.28	$44.73

Effective January 1, 2018 rates of pay for Firefighter/Paramedic shall be as follows:							
2018	Probationary Rate	1 Year	2 Years	3 Years	4 Years	5 Years	FF/EMT
Annual	$55,570.81	$59,589.37	$62,884.09	$65,080.57	$68,275.45	$71,869.69	$69,373.69
Hourly	$22.26	$23.87	$25.19	$26.07	$27.35	$28.79	$27.79

2018	Lieutenant	Shift Captain	Weekday Captain
Annual	$79,257.85	$94,508.41	$94,508.41
Hourly	$31.75	$37.86	$45.44

Fire Fighter/EMT-B

Establish Fire Fighter/EMT-B pay utilizing the following steps:
Step 1. Establish employee's length of service.
Step 2. Locate employee's placement in above scales.
Step 3. Deduct $1.00 per hour from amount listed.

B. Salary Adjustment

1. The salary of each employee shall be adjusted on the first pay period of the contract year. For the purposes of this article, January 1st of the year of hire (as noted by the Seniority list from Article 7) shall be the anniversary date for each employee regardless of actual start date.
2. The Township shall review annually each employee's salary for the purposes of determining which employee's shall be entitled to a step increase.

C. Even Pay Distribution

1. Union employees will receive equal bi-weekly paychecks for regular hours worked.

D. Any person promoted to the rank of Captain on or after January 1st, 2016 will be paid at an annual rate that is 10% higher than the Lieutenant pay for that year.

Article 34 – Probation Periods

A. Every newly hired employee will be required to successfully complete a probationary period. The probation period for new employees shall begin on the first day for which the employee received compensation from the Employer and shall continue for a period of one (1) calendar year.

B. Any union member promoted into a higher level position shall be required to successfully complete a probationary period of twelve (12) months. Any union member serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position.

Article 35 - Drug / Alcohol Testing

A. Purpose Of Drug / Alcohol Testing Program:

1. The Township has a legal responsibility and management obligation to ensure a safe working environment, as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug/alcohol dependence or illegal drug use.

2. A reasonable drug/alcohol testing program must establish a balance between the rights of the employee and compelling governmental interest in maintaining a workplace free of illegal drugs. Liability could be found against the Township and the employee if we fail to address ourselves with diligence to insure that employees can perform their duties without endangering themselves or the public.

3. There is sufficient evidence to conclude that use of alcohol or illegal drugs and/or drug abuse (whether illegal or prescription drugs) and alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by employees (therefore possession) is a crime in this jurisdiction, and clearly unacceptable.

B. Definitions:

1. Drug Test - A urinalysis test administered under approved conditions and procedures to detect drugs by a laboratory certified in accordance with Department of Health and Human Services rules and regulations.

2. Alcohol Test - A blood sample or urine sample taken at either a hospital or accredited testing laboratory.

3. Reasonable Suspicion - An apparent state of facts and/or circumstances found to exist upon inquiry by the Chief or his designee, which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/narcotics and/or alcohol.

4. Positive Test Results - A test performed: (i) on a blood specimen provided by the employee measuring an alcohol concentration by weight in such specimen which exceeds the legal limit as set by the state of Ohio; (ii) a urine specimen provided by the employee measuring a concentration of fourteen thousandths of one gram or more by weight of alcohol per one hundred milliliters of the employee's urine; (iii) a urine specimen provided by the employee detecting any amount of a drug (any controlled substance listed on Schedule I-V of 21 C.F.R. 1308).

C. General Rules:

1. Union members shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutorily defined illegal use of drugs by a union member, whether on or off duty, is prohibited. Union members are prohibited from consuming or possessing alcohol at any time during or less than 8 hours prior to the beginning of a tour of duty, or anywhere on Township property, including buildings, property, or vehicles.

2. All property belonging to the Township, including the entire premises of the Safety Services Buildings is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, Township owned vehicles, desks and files.

3. Failure of any union member to comply with the intent or provisions of this Article are grounds for disciplinary action, including dismissal, or other action deemed appropriate by the Township Administrator. Refusal by a union member to take a required test, i.e.; a test that is ordered based upon reasonable suspicion as defined in paragraph (B. 3) above, or under circumstances described in paragraphs (D. 1 & D. 2) below, or follow this article in the collective bargaining agreement, will result in immediate relief from duty pending disposition of any administrative personnel action. A refusal occurs if the union member fails to agree to submit to required drug test within one (1) hour of receiving the order.

D. Drug Testing/Urinalysis And Alcohol Testing:

1. Union members of the department shall be required to submit to a test for alcohol, drug or narcotic use as outlined below:

a. The Chief or his designee may order a drug test when there is a reasonable suspicion that a union member is using, or is under the influence of drugs, narcotics, or alcohol.

b. The Chief or their designee may order a test, for alcohol, drug or narcotic use, when the union member is the operator of a department vehicle involved in a motor vehicle crash with minor damage.

c. The Chief or their designee shall order a test, for alcohol, drug or narcotic use, when the union member is the operator of a department vehicle involved in a motor vehicle crash involving a personal injury or significant property damage.

d. The order shall be in writing and the union member shall be advised of the circumstances surrounding the order to test.

e. Whenever practical, prior approval should be obtained from the Chief before his designee orders the test.

f. Each union member may be subject to random testing once per calendar year. Union members shall be selected using a scientifically valid method in which members will have an equal chance of being tested each time selections are made. Employees selected for random testing who are on the off-going shift will not be kept beyond their scheduled duty time. A Union representative shall have access to the list at the request of the union member being drug tested in the event there is question as to how random the selection was. Dates for testing shall be unannounced and spread throughout the calendar year.

g. Testing shall be conducted solely for administrative purposes. Results shall be held in complete confidence and may not be used in criminal proceedings other than by a subpoena from a court of competent jurisdiction. This procedural shall not preclude the Employer from other administrative action, but such action shall not be based solely upon the initial testing alone.

2. In the event that a union member is required to submit to a drug or alcohol test, the following guidelines should be observed:

a. The union member shall be granted enough time to change from uniform to civilian clothing.

b. The union member will be transported to the designated testing center by the supervisor.

c. The union member may request that a department union member be present for transportation and testing. The requested union member should be reasonably available (within 1 hour). A pre-appointed list of union members will be established for this purpose by the union. If possible, a member from the established list off duty should be utilized. Any union member asked to perform this duty will be compensated by the employer at their regular rate for actual time, not to be less than two hours. In the event this cannot be accomplished, an on duty union member who is

reasonably available can be utilized if the member in question chooses to use a representative.

d. A controlled test will be conducted by personnel of the testing site. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatograph/ mass spectrometry full scan test. The procedures used by the Employer and the testing laboratory shall include an evidentiary chain of custody.

e. All urine or blood samples will be properly labeled, sealed and turned over to the site personnel by the union member. The specimen will be divided properly by the designated test center or laboratory designated by the test center.

E. Test Results

1. The results of all testing shall be delivered to the Employer and the tested union member. A union member whose confirmatory results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test was obtained using the approved protocol methods. A representative for the Bargaining Unit shall have access to the results upon request to the Employer, with the union member's consent.

   a. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

   b. After the testing required above has produced a positive result, the union member shall be permitted in any rehabilitation or detoxification program covered by insurance, or of the member's choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the union member within a reasonable period. A union member who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the union member is no longer abusing a controlled substance, the member shall be returned to the member's former position. Such union member may be subject to random testing upon return to work for a period of two (2) years from the date of return to work. Any union member in a rehabilitation or detoxification program in accordance to this Article will not lose any seniority or benefits, should it be necessary for the member to be placed on medical leave of absence with/without pay, for a period not to exceed twelve (12) weeks.

   c. If the union member refuses to undergo rehabilitation or detoxification or if the tests are positive during a re-testing after return to work from such program, the member shall be subject to disciplinary action, including removal from the member's position and termination of employment.

2. Costs of all drug tests and confirmatory tests shall be borne by the Employer except that any tests initiated at the request of the union member shall be at the member's expense.

3. Any union member may voluntarily present themselves as an alcohol abuser or a person with tendencies toward drug abuse and volunteer for rehabilitation or detoxification or any other relevant / applicable employee assistance without fear of punitive action.

4. The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any union member more than once.

Article 36 – Reserved

Article 37 – Death of a Bargaining Unit Member

A. In the event of death of a current union member, any pay to which the member would have been entitled shall be paid directly to the designated beneficiary of the member's life insurance policy, or to the member's estate if no beneficiary is named. Payment shall be made within fourteen days after notification to the Township of the death of the union member.

B. If the deceased union member's family requests a formal funeral, the Employer will provide a complete Class "A" uniform and the member's department issued helmet. In the event that the deceased member's helmet is not available, the Employer will provide a helmet.

Article 38 – Retirement

A. Union members approaching full service retirement or receiving a medical retirement with ten (10) or more years of service shall be presented with the Class "A" badge, Class "A" name plate, fire helmet worn during service to the community, and department patch suitably encased for presentation. The expense for encasing such items shall be the responsibility of the Union.

B. Union members retiring with a full service retirement may retain one complete set of Class "A" uniforms. The Chief, at his discretion, may allow an employee who is receiving a medical retirement to retain one complete set of class "A" uniforms.

C. When the union member determines the date of their retirement, they will be afforded the opportunity to receive their annual physical evaluation, if they have not already been provided one in that calendar year. This will be conducted in the same manner as provided for in Article 15. The employee can waive their right to receive their annual physical evaluation by notifying the Chief in writing of their desire to forgo this opportunity.

Article 39 – Insurance

A. The employer shall make available to all union members a group hospitalization, major medical and dental insurance plans. The employer shall pay the monthly premiums and deductibles for members, regardless of the type of insurance chosen up to a maximum of $410.00 per month premium cost for each member covered. Should the cost exceed $410.00 per month, the

employer shall pay the base $410.00 per month plus 75% of the excess premium and deductibles cost above $410.00 per month. The union member shall pay the remaining 25% of the premium and deductibles cost above $410.00 per month. If the insurance premium and deductibles cost is above the base $410.00 per month, the member's portion of this additional cost shall be deducted from the member's bi-weekly wages without additional authorization from the member.

1. The employer may choose to implement a high deductible plan in which the employer agrees to pay the 75% of deductibles of eligible medical expenses. The union member is responsible for the next 25% of deductibles for eligible medical expenses. Once the annual deductible amount is met, the plan is responsible for 100% of all eligible expenses.

B. The choice of insurance carrier(s) shall be solely within the discretion of the employer, so long as any change in carriers does not impair the union member's rights with respect to general coverage conditions.
   1. Any proposed changes in insurance will be discussed with a Joint Insurance Committee consisting of members from each Township department, including two members of the Union. The employer shall provide to the Union a copy of the insurance policy.

C. In lieu of Professional Liability Insurance, the employer agrees to Indemnify and defend any union member from actions arising out of the lawful performance of the member's official duties as required by Section 2744.07 of the Ohio Revised code.

D. The employer shall provide life insurance insuring the life of each covered union member and providing a death benefit in an amount of $25,000 per member along with Accidental Death and Dismemberment coverage in an amount of $25,000. This shall be at the sole cost of the employer. The union member may individually purchase additional life insurance up to a maximum set by the insurance company. This additional insurance would be automatically deducted from the union member's bi-weekly wages.

Article 40 - Duration

A. This agreement shall be effective as of January 1, 2016, and shall remain in full force and effect until December 31, 2018, unless otherwise terminated as provided herein.

B. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such motions shall be by certified mail with the return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

C. During the duration of this agreement the parties, through mutual written consent, may reopen agreed upon articles for amendment. All amendments must receive the signatures of the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 15th day of December, 2015.

FOR MIAMI TOWNSHIP, CLERMONT COUNTY, BOARD OF TRUSTEES

Mary Makley Wolff, Chairperson

Karl Schultz, Vice-Chairperson

Ken Tracy, Trustee

Eric C. Ferry, Township Fiscal Officer

FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 3768

Ralph Vilardo, President

Greg Ortman, Vice President

David Jetter, Negotiations Committee

Approved as to Form:

Joseph Braun, Law Director

Approved as to Content:

Jeffrey A. Wright, Administrator & Township Negotiator

Index

AAA....13
Accidental Death and Dismemberment coverage....30
accrediting agency or association....20
Accrued Vacation Upon Retirement....23
accumulation of sick leave....5
Additional funeral leave....8
additional vacation without pay....19
agreement....13
Agreement....13
Agreement Printing....22
alcohol abuser....28
Alcohol Test....25
Alcohol Testing....26
alcohol, drug or narcotic use....26
American Arbitration Association (AAA)....13
annual physical evaluations....10
arbitration hearing....13
arbitrator....13
Arbitrator....13
Arson Investigation....20
articles for amendment....30
Associate's and Bachelor's degree....20
attempt to resolve the infraction....15
Authorization for sick leave....6
authorized to pay grievance settlements....14
Authorized Uses for Sick Leave....5
award of the arbitrator....13
Benefits to be Paid Upon Termination....23
blood tests for carbon monoxide....9
Board of Trustees....16
BOARD OF TRUSTEES....31
books may be rented....21
Bulletin Boards....1
choice of insurance carrier(s)....29
Claim for Sick Leave....6
Class "A" badge....29
Class "A" uniforms....29
Consideration....1
contest the suspension or discharge....15
continued education and training....20
cost of the books....21
Costs of all drug tests....28
course being taken....20
cross-examine witnesses....16
damaged safety equipment....9
Damaged safety equipment....9
Death of a Bargaining Unit Member....29
death of an aunt or uncle....8
declaration of an emergency....23
defective equipment....10
dental insurance....29
Department issue footwear....17
department patch....29
department sanctioned training activities....17
department union member be present....27
diagnosis received....10
Disaster Response....20
discharge....15, 16
Discharge....15
disciplinary action....16, 26
disciplinary actions may be appealed....16
discipline....15
Discipline....14
disciplined....14
disciplined for just cause....14
dismissal....26
Drug / Alcohol Testing....25
drug abuse....28
drug screening test is positive....28
Drug Test....25
Drug Testing/Urinalysis....26
drugs, narcotics, or alcohol....26
dry cleaning....17
Duration....30
Emergency Call In Pay....11
Emergency Management....20
Emergency Medical Field....20
Emergency Waiver....23
Even Pay Distribution....24
expectation of privacy....26
expenses of the arbitrator....13
expenses of witnesses....13
exposed....10
exposure....9
fair share....2
Family and Medical Leave Policy....8
Fire Fighter/EMT-B....24
fire helmet....29
Fire Prevention....20
Fire Protection Engineering....20
Fire Science....20
fit/not fit....10
fitness advisor....10

flu shot 9
footwear 17
footwear is damaged 17
full service retirement 29
Funeral Leave 8
gas chromatograph/ mass spectrometry full scan test 27
grade point average 20
grievance 12, 13, 14, 15
Grievance Committee 12
grievance form 14
grievance meeting 12
grievance procedure 12
Grievance Procedure 12
grievant 12
gross misconduct 15
Gross misconduct is defined 15
group hospitalization 29
health and fitness level 10
health and safety 10
Hepatitis-Type B 9
high deductible plan 29
HIV/AIDS 10
Holidays 19
Homeland Security 20
Hourly Reduction Day 11
Hours of Work and Overtime 11
Infection Control plan 10
infectious disease 10
Injury Leave 7
Injury On-Duty 7
inoculation 9
Insurance 29
internal investigation 16
January 1, 2013 rates of pay 23
January 1, 2014 rates of pay 24
January 1, 2015 rates of pay 24
Joint Insurance Committee 29
Labor Management Committee 14, 22
Layoff 3
Layoff/Recall 3
Layoff/Termination 3
Leave Of Absence Without Pay 8
Leave with pay 8
Legal Counsel 14
life insurance 30
Local 3768 Activities 22
major medical 29
Management Rights 1
maximum reimbursement 21
may not be disciplined 14
medical examination 7
medical restriction or condition 10
medical retirement 29
Medical, psychiatric, or psychological information 5
member to reimburse the Township 21
meningitis 10
modify, amend or terminate this agreement 30
motor vehicle crash 26
narcotic or other dangerous drug 26
National Institute of Drug Abuse 27
National Institutes of Health 27
Negotiating Committee 22
negotiations 11
neutral hearing officer 15
new shift system 11
newly hired employee 25
Nondiscrimination 1
not scheduled to work on a holiday 20
notified of the investigation 16
number of hours worked annually 11
Nursing 20
Occupational Safety & Health 20
off-duty injury or significant illness 19
oral warnings 5
order shall be in writing 26
Overtime 11
Payments of Benefits 23
Payroll deductions 2
Payroll Deductions 2
personal days 11
personal injury 26
personal leave day 6
Personal leave days 6
personnel protective equipment clothing 17
Personnel Records 3
physical fitness assessment 10
Positive Test Results 25
Preamble 1
pre-disciplinary conference 15, 16
pre-disciplinary hearing 16
presumed to have been denied 12
prior full-time service 18
Probation Periods 25
probationary period 16

Professional Liability Insurance.....30
promoted into a higher level position 25
property damage 26
Public Administration degree 20
Purpose Of Drug / Alcohol Testing.....25
random testing.....27, 28
reasonable suspicion.....26
Reasonable Suspicion.....25
Recall.....3
Recall Notification.....3
Recognition 1
reduction in classification 15, 16
Reduction in classification 15
rehabilitation or detoxification.....28
rehabilitation or detoxification program.....28
remove apparatus from service.....9
Replacement of issued items.....17
Replacement shoes/boots 17
report to work in uniform.....17
reproductions of public records.....4
required course.....20
required to submit to a drug or alcohol test ...27
restrictions on the member.....10
results are positive.....28
results of the physical.....10
Retirement.....29
Return to Work After Injury Leave.....8
Return to Work After Sick Leave.....7
right to call such witnesses 12
right to call witnesses 15
Safety and Health.....9
safety apparel 9
Salary Adjustment.....24
Seniority.....2
service credit.....18
Severability Clause 23
sick days 11
Sick Leave.....5
Sick Leave Conversion.....23
Sick Leave Usage 5
specimen will be divided.....27
standard work day 11
standard work period.....11
statement made by a Bargaining Unit member 22
Step 1 12
Step 2 12
Step 3 12
Step 4 13
subject to inspection 26
successful rehabilitation.....28
suspend an employee.....16
suspension 15, 16
suspension of one (1) tour of duty 15
suspension of two (2) to three (3) tours of duty 15
Suspension without pay 15
TB testing.....10
tenure of every bargaining unit member.....14
Test Results.....28
time worked.....11
tour of duty.....11
Township Administrator.....12, 13
toxin.....9
Training requests 20
transfer of sick leave.....6
tuition reimbursement 21
under the influence of drugs, narcotics, or alcohol. 26
Uniforms 17
Uniforms, personal protective clothing, and shoes.....17
union activity 22
Union Dues 2
Union representation 14
union representative 14
urine or blood samples 27
vacation 11
Vacation.....18
vacation accrual.....18
Vacation credit accrues 18
vacation credit earned.....23
vacation leave.....19
Vacation leave that is not used 19
Vacation may be taken in increments 19
vacation schedule 18
vacation season 18
Verbal warning.....15
verbal warnings 15
volunteer for rehabilitation.....28
Voting Procedure.....22
Wages 23
waive a pre-disciplinary conference.....15
Weekday Captains or 40-hour personnel.....20
Weekday Captains or 40-hour personnel..11, 18
witnesses 16

work in excess of their scheduled pay period..11
Work related illness 7
Work Related Legal Appearance.....22
written brief.....16
Written reprimand.....15
written reprimands.....5, 15