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**AGREEMENT BETWEEN
MONROE TOWNSHIP, CLERMONT COUNTY,
OHIO**

AND

**MONROE TOWNSHIP PROFESSIONAL
FIREFIGHTERS, IAFF, LOCAL 4887**

2015-MED-1572

Effective January 1, 2016 — December 31, 2018

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between Monroe Township hereinafter referred to as the "Employer" or the "Township" and The International Association of Fire Fighters Local 4887, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain relations between the Employer and the Union, to provide for adjustment of differences which may arise, and to establish the full and complete understandings and agreements between the parties' governing wages, hours, and terms and conditions of employment.

ARTICLE 2
UNION RECOGNITION

Section 42.1 The Township hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for All Full-time Firefighters and Captains, excluding All other employees as outlined in SERB Case No. 2012-REP-01-0011.

Section 42.2 The Township retains the right at its discretion to subcontract work to third parties, however, subcontracting that results in the abolishment or layoff of bargaining unit employees must be for valid operational needs, economic benefit, and/or overall efficiency. In the event that the Employer contemplates the subcontracting of work from the Fire/EMS Department to an outside third party that would result in the layoff of any employee covered by this agreement, the Employer shall provide at least thirty (30) days written notice to the Union and meet with the Union upon request to examine alternatives to the proposed subcontracting and the effects upon the affected employee(s). Provided that valid operational needs, economic benefit, and/or overall efficiency is the basis for the layoff, the Township's decision shall be final.

Section 42.3 The Employer recognizes the IAFF's exclusive right to manage its affairs and the Union retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States.

ARTICLE 3
DUES DEDUCTION

Section 3.1. Union Dues. Upon the written authorization of the employee, the Employer agrees to deduct bi-weekly from the wages of each employee the sum certified as Union dues and to deliver the sum to the Union Treasurer. The signed payroll deduction form must be presented to the Employer by the employee or the Union prior to any deduction. The Union will provide a deduction form that complies with this article.

Section 3.2. The rate of which dues are to be deducted shall be certified to the Employer or designee by the IAFF. Thirty (30) days advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction.

Section 3.3. The Union warrants and guarantees to the Employer that no provision of this article violates the Constitution or laws of either the United States or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such deductions upon termination of employment, transfer to a job other than the one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of dues deduction authorization.

Section 3.5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, have failed to receive sufficient wages to equal deductions. Deductions under this article are the last payroll deduction to be applied to wages earned.

Section 3.6. Dues deduction authorization can be revoked by submission in writing to the Township and Union with thirty (30) days notice.

Section 3.7. Fair Share Fee: Bargaining unit employees shall either become dues paying members of IAFF Local 4887 or remit to Local 4887 through payroll deduction fair share fee equal to the monthly dues of a dues paying member and in accordance with the provisions of O.R.C. 4117.09(c), on a bi-weekly basis. The amount shall be deducted from the wages of all such non-members of IAFF Local 4887 and shall commence sixty (60) days after initial employment in the bargaining unit.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The Township and the Union accept their responsibility to ensure non-discrimination for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, sex, marital status, genetic information, or military status.

Section 4.2. The Township shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

Section 4.3. The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Union.

Section 4.4. Wherever the context requires, the use of the words herein in the singular shall be construed to include the plural, and the words in the plural, the singular. Words whether in the masculine or feminine shall be construed as gender neutral, and shall not be interpreted to be discriminatory by reason of sex.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The Township possesses the sole right to manage and operate the Department, direct the workforces, control the premises, and maintain efficiency of operations, and all management rights repose in it, except to the extent that such rights are specifically and expressly modified by the terms of this Agreement or as specified in applicable federal or state law. Those rights include, but do not limit the Employer's right and responsibility to do the following:

- a. Hire, discharge for just cause, transfer, suspend, or discipline employees;
- b. Determine the number of persons required to be employed or laid off;
- c. Determine the qualifications of employees;
- d. Determine the starting and quitting time and the number of hours to be worked by its employees;
- e. Make any and all reasonable rules and regulations;
- f. Determine the work assignments of its employees;
- g. Determine the basis for selection, retention, and promotion of employees;
- h. Determine the type of equipment used and the sequence of work processes;
- i. Determine the making of technological alterations by revising either process or equipment or both;
- j. Determine work standards and the quality and quantity of work to be produced;
- k. Establish basic and in-service training programs and requirements for upgrading skills of employees;
- l. Select and locate buildings and other facilities;
- m. Establish, expand, transfer, or consolidate work processes and facilities;
- n. Consolidate, merge, or otherwise transfer any or all of its facilities, property processes, or work with or to any other municipal corporation or public or private entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;
- o. Terminate or eliminate all or any part of its work or facilities.
- p. Contracting and Subcontracting - IAFF Local 4887 recognizes the Employer has statutory rights and obligations in contracting for matters relating to municipal

operations. The right of contracting or subcontracting is vested exclusively in the Employer.

ARTICLE 6 **UNION BUSINESS**

Section 6.1. The Union shall provide the Employer with a roster of local officers. The officers shall be: President, Vice President, and Secretary/Treasurer.

Section 6.2. The Employer agrees that during the working hours, on the Employers premises, and without loss of pay, Union representatives shall be permitted to perform the following functions provided the normal operations of the Township are not disrupted.

- A. Attend meetings, meet with management and Local 4887 members with the approval of the Chief or designee;
- B. Transmit communications, authorized by the local Union or its officers, to the Employer or his representatives;
- C. Consult with the Employer or its representatives concerning the enforcement of any provision of this Agreement;
- D. The Union's officers may use the Township's phone, paging, and computer systems at all fire stations to communicate with bargaining unit members about official union business, so long as this is not disruptive and in keeping with the limitations set forth herein;
- E. The Union shall be allowed to conduct Union meetings and/or elections at the fire station with prior authorization by the Fire Chief or his designee. If authorization is not given, the Chief within twenty-four (24) hours shall supply to the Union a list of at least three (3) dates and times in which a meeting could be conducted within five (5) days (before or after) of the original requested date and time.

Section 6.3. Union officers shall be allowed to convert up to forty-eight (48) hours, or two (2) shifts each calendar year of either vacation time, personal days, or any other paid leave into Union leave. Union leave shall be granted with notification to the Chief or designee with sixty (60) days **prior notice** of requested start of leave. Leave may be granted with less than sixty (60) days notice with approval of the Chief or his designee. Union leave shall only be granted for official Union business. No more than one (1) officer shall be off at one time.

ARTICLE 7 **WORK RULES**

Section 7.1. As stated in Article 5, Management Rights, the Employer has the authority to promulgate reasonable policies, procedures, and directives to regulate the Department.

Section 7.2. Employees shall have access to the Employer's work rules for the duration of this Agreement to be kept in a binder accessible to all employees. It shall be the responsibility of the Employer to make sure there is a copy at each station.

Section 7.3. When possible, prior to implementing new or changed work rules, policies, or procedures, the Township will notify the Union at least ten (10) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Township and the Union will meet to negotiate in good faith. If the Union does not request to bargain, or if the Township and the Union bargain to impasse, the Employer may implement the proposed change.

Section 7.4. If agreement cannot be reached on new or revised rules, policies, or procedures, and the Employer implements the proposed changes, the Union may file a grievance in accordance with Article 16 if a conflict exists between this Agreement and the newly implemented rules, policies, or procedures.

Section 7.5. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal legislative directive or regulation, the Township is not required to give the ten (10) calendar day notice or to bargain over it; however, the Township may elect to do so, if time permits, without waiving their rights.

ARTICLE 8 **PROBATIONARY PERIODS**

Section 8.1. Every newly-hired or promoted employee will be required to successfully complete a probationary period. The probationary period for new or promoted employees shall begin on the first day for which the employee receives compensation from the Township as a full-time or promoted employee. Probation for a newly hired employee shall continue for a period of twelve (12) calendar months. Probation for a promoted employee shall be six (6) calendar months. Time on any form of leave shall not be considered time worked.

Section 8.2. During the initial probationary period for a new hire, the Employer has the right to terminate the employment of the probationary employee at any time and such discharge is not appealable.

Section 8.3. In the event that the Employer determines that the performance of a promoted probationary employee is unsatisfactory, the employee shall be returned to his or her former position, or to the next available position for which he or she is qualified. Prior to being demoted, the employee shall be given a written explanation of his or her performance deficiencies. Promoted probationary employees who were promoted from within the Township full-time ranks shall have the right to appeal the reduction through the grievance procedure.

ARTICLE 9 **VACANCIES**

Notice of any permanent vacancy in the Fire Department in the classification of Full-time Firefighter, which the Fire Chief and Township Trustees intends to fill, shall be posted in all

stations and sent to all fire department employees via email. The notice shall be posted a minimum of fifteen (15) calendar days prior to the date when the vacancy shall be filled and shall include a job description.

Section 9.2. If the Fire Chief determines that a vacancy exists, he or she shall request approval from the Township Trustees at the next regularly scheduled meeting which is no less than seven (7) days following the determination by the Chief to either fill the vacancy from the existing eligibility list, or if no list is available, to establish an active eligibility list.

ARTICLE 10 **PROMOTIONS**

Section 10.1. Whenever there is a vacancy in a promoted position with the exception of Fire Chief and Assistant Fire Chief, a vacancy announcement will be posted in the fire station(s) for a period of fifteen (15) calendar days and sent to each member via email. The announcement will include the minimum requirements if any (service, certifications, experience, etc.) for application, and a description of the methodology to be used in candidate assessment. Any employee interested in the position shall submit his/her letter of intent to the Fire Chief before the conclusion of the posting period.

Section 10.2. The Township will use a standard percentage grading system, based on a 100-point scale, for determining the total score of the candidate.

The Township will administer a promotional examination for all promoted positions. Components of the examination shall include, but are not limited to the following. The final score weighting shall be disclosed in the internal posting of the position being tested for. All examinations shall be impartial and shall relate to those matters which will test the candidate to discharge the duties of the position to be filled.

1. Written examination
2. Oral and written skills
3. Oral interview

Written examination material shall consist of no more than five (5) source material books. Source materials shall be set by the Fire Chief ten (10) days in advance. All changes shall be posted in the firehouse(s) and sent to each member's email address. The Chief will keep one (1) set of the source materials in his office and make them available for loan to members.

Written examination scores will not be released to other individuals engaged in the grading process until testing is complete.

The oral examination shall be given by a three (3) member panel. Questions shall be in keeping with knowledge, skills, and abilities, and requirements for the rank considered.

Section 10.3. All applicants will be notified in writing of their final test score and their relative standing no more than twenty-one (21) days after the testing is completed.

Section 10.4. The department shall establish a panel of three (3) individuals to rate and conduct the promotional examination. Those chosen shall not be any of the Township Trustees. If the panel deems that none of the candidates are qualified, then the Township shall open the position to those outside the Township.

Section 10.5. In the event two (2) employees receive identical scores, then seniority shall prevail with the most senior employee being placed higher on the eligibility list than that of the least senior employee.

ARTICLE 11
WORKING OUT OF CLASSIFICATION PAY

A bargaining unit employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds for thirty (30) consecutive days or more, shall be paid a stipend of five percent (5%) of the employee's base rate of pay while so acting beyond thirty (30) days.

ARTICLE 12
SENIORITY

Section 12.1. Seniority shall be defined as the length of continuous service which an employee has accumulated as a full-time employee in the service of the Monroe Township Fire Department. Employee seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reported to work full-time.

Section 12.2. The following situations shall not constitute a break in continuous service:

1. Absence while on approved unpaid leave;
2. Disability separation not to exceed six (6) months;
3. Military leave; and
4. A layoff of thirty (30) days or less.

However, these situations shall not be counted towards seniority, and the employee's seniority date shall be adjusted by deducting any and all time in accordance with Section 2 of this article.

Section 12.3. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge;
2. Retirement;
3. Layoff of more than thirty (30) days;
4. Failure to return to work within ten (10) calendar days of a recall from layoff;
5. Failure to return to work unless approved by the Fire Chief, at the expiration of a leave of absence; and
6. A quit or resignation.

Section 12.4. The Township shall post at all Stations and provide to the Union an updated seniority list within thirty (30) calendar days of the beginning of each calendar year.

ARTICLE 13 LAYOFF AND RECALL

Section 13.1. When the Employer determines that a reduction in force is necessary (e.g., layoff or job abolishment) such reduction shall occur by inverse order in length of service in the class of position in which employed. The Employer shall provide a layoff notice to affected employees no less than thirty (30) calendar days prior to the effective date of such layoff.

Section 13.2. Length of service shall be defined by seniority per Article 12 of this Agreement.

Section 13.3. If a layoff occurs in a promoted rank, and if the affected employee has more length of service in Monroe Township than the least senior employee in the next lower rank in the bargaining unit, the affected employee may elect to displace in lieu of layoff, providing he/she can perform the duties of that classification and meets the minimum certification without additional training. If so, he or she shall notify the Township of his or her desire to displace within five (5) calendar days of receiving the layoff notification, and the least senior employee in the next lower rank in the bargaining unit shall be laid off on the effective date of such layoff notification.

Section 13.4. An employee laid off shall be placed on a recall list for a period of twenty-four (24) months from the date of layoff. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their layoff.

Section 13.5. Notice of recall shall be sent to the employee's last known address by certified mail. The Township shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the Township in writing. Date of receipt shall be deemed to be three (3) calendar days after mailing by the Township. The recalled employee shall have ten (10) calendar days from the date of receipt to notify the Township of his or her intention to be recalled and to return to work as assigned. In order to be eligible for recall, the employee must have current all certifications required for the position.

Section 13.6. Employees who are recalled retain seniority for the time worked prior to layoff if recalled within thirty (30) calendar days or less.

ARTICLE 14 PERSONNEL RECORDS

In order to give employees notice and an opportunity to be informed, the Fire Chief or designee shall provide the bargaining unit members with a copy of any material pertaining to discipline that is being placed in the employee's personnel file. Adverse comments may not be placed in the employees' files without the employees noting acknowledgement of receipt on the face of the

document. Bargaining unit members, or their representatives who hold a written authorization, shall have the right to examine their file during normal business hours upon approval of the Fire Chief or designee, provided such request does not disrupt the normal operations of the Township.

Records of disciplinary action shall cease to have force and effect in accordance with the following schedule providing the employee does not receive discipline for an additional infraction during such time period. Counseling shall not be deemed discipline. All discipline of a three (3) day suspension or more in the bargaining unit member's employee file shall be removed and placed in a separate file at the time of this agreement is ratified. Such discipline shall not be considered in any future disciplinary matters, promotion, transfer or special assignments; however, expired discipline may be presented at any hearing to establish notice.

1. Oral/written reprimands – one (1) year
2. Suspensions of twenty-four (24) hours or less – two (2) years
3. Demotions or suspensions of more than twenty-four (24) hours remain a permanent record.

ARTICLE 15 **DISCIPLINE**

Section 15.1. This article shall supersede the removal procedures provided in Section 733.35 to 733.39 of the Ohio Revised Code.

Section 15.2. Grounds for discipline up to and including termination include violations of established work rules, policies, and procedures, reasonable standards of conduct, and commission of any off-duty act, crime, or offense which negatively portrays the Township.

Section 15.3. Forms of disciplinary action include:

1. Verbal Reprimand (documented);
2. Written reprimand;
3. Suspension without pay;
4. Demotion in pay and position; and
5. Discharge.

Except in cases of serious misconduct, discipline will be applied in a progressive and uniform manner as outlined by the Township's disciplinary policy.

Section 15.4. Before conducting an investigatory interview or predisciplinary conference, which is reasonably expected to result in discipline of an employee, the Fire Chief or designee shall advise the employee in writing of his or her right to have a Union representative present.

Section 15.5. Prior to a suspension without pay, demotion, or discharge, the Employer shall conduct a predisciplinary conference. The employee and Union shall be notified of such predisciplinary conference in writing. This notice shall include the location, time, and alleged charged infractions and shall be provided to the Union and employee forty-eight (48) hours in advance of such conference. The predisciplinary conference may be delayed up to twenty-four

(24) hours later at the request of the bargaining unit employee or Union or as otherwise mutually agreed.

Section 15.6. At the predisciplinary conference, the bargaining unit employee or his or her representative has the right to respond to the charges verbally or in writing. The bargaining unit employee may waive his or her right to a predisciplinary conference by submitting such waiver to the Fire Chief or designee.

Section 15.7. Within ten (10) calendar days of the predisciplinary conference, the Township shall supply the bargaining unit employee and Union a report determining the validity of such charges and whether or not discipline shall be imposed.

Section 15.8 Any discipline of more than twenty-four (24) working hours, demotions and termination shall be mediated by a mediator mutually agreed upon by the Township and the Union and or employee or appointed by FMCS prior to arbitration. Verbal and written reprimands may be grieved through the grievance procedure up to Step 2, but are not subject to arbitration.

ARTICLE 16 **GRIEVANCE PROCEDURE**

Section 16.1. Every bargaining unit employee or the exclusive representative shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or retaliation, and shall have the right to be represented at all stages of this Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 16.2. Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

- A. **Grievance** – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- B. **Aggrieved party** – The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually signing and filing a grievance.
- C. **Party in interest** – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. **Days** – A “day” as used in this procedure shall mean calendar days excluding Saturdays, Sundays, and Holidays as outlined in this Agreement.

Section 16.3. Procedure Generally. The following provisions shall apply to the administration of all grievances filed under this policy.

- A. Grievance Contents. All grievances shall include the name and position of the aggrieved party and any party of interest; the provisions of this Agreement involved in the grievance identified with specificity; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and redress sought by the aggrieved party.
- B. Decisions. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if requested by the aggrieved party.
- C. Preparation/Processing During Work Time. The preparation and processing of grievances shall be conducted during nonworking hours. This excludes meetings with township or fire department administration when such meetings are scheduled during the employee's normal working hours.
- D. Informal Discussion/Settlement. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee's supervisor, the Fire Chief or designee and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. Representation. The grievant may choose to be represented at any step of the grievance procedure.
- F. Time Limits. The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be considered denied and automatically moved to the next step. The Employer shall provide the employee or Union with a written explanation prior to the beginning of the next step. If the grievant or Union fails to take action at the next step, the grievance shall be deemed resolved based upon the Employer's last response. The time limits specified for either party may be extended only by written mutual agreement. Grievances resolved based on the failure of a party to act shall not be considered to set precedent for future grievances over the same subject, and may be refiled based on a new occurrence.
- G. Limitations of Grievance Procedure. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 16.4. Procedure. All grievances shall be administered in accordance with the following steps of this Grievance Procedure:

Step 1. Chief or designee. If the dispute cannot be resolved informally, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief within ten (10) days of the occurrence of the facts, or within ten (10) days of when the aggrieved party reasonably became aware or should have become reasonably aware of such facts giving rise to the grievance. Upon receiving the grievance, the Chief shall schedule a meeting to evaluate the grievance. Within five (5) days of that meeting the Chief shall issue a written decision on the grievance and send a copy of that decision to the grievant and the Union.

Step 2. Township trustees. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the grievance may be filed with the Township trustees within five (5) days from the date of the rendering of the decision at Step 1, or the timely default of the Chief. Copies of the written decision(s) shall be submitted with the appeal. The Trustees shall at the next regularly scheduled trustee meeting hear the appeal. Should the meeting be within five (5) days of the end of the time limit in Step 1, the parties may mutually agree to hold a special meeting for the Trustees to hear the grievance. The meeting will be held with the aggrieved party and his representative, if he or she requests one, and such other persons deemed necessary by the Trustees. The Trustees shall issue a written decision to the employee and a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he or she may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 17

ARBITRATION PROCEDURE

Section 17.1. Time Limits. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2 the Union shall notify the Employer of its intent to arbitrate the unresolved issue.

Section 17.2. Arbitration Panel. The parties may mutually agree to an arbitrator or jointly request a panel of nine (9) arbitrators within 150 miles of Monroe Township, Clermont County, Ohio, and that reside in the State of Ohio from FMCS, AAA, or AMS. Upon receipt of the list, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request from FMCS, AAA, or AMS another list of nine (9) arbitrators.

Section 17.3. Authority of the Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award requiring the commission of any act prohibited by law or to make any award that is contrary to law or violates any of the terms and conditions of this Agreement.

Section 17.4. Arbitrability. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is

within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 17.5. Number of Grievances Heard. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 17.6. Procedural Rules. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 17.7. Fees/Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. If, however, the arbitrator renders a split decision, the fees and expenses shall be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 17.8. Decision. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 17.9. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided in the Grievance and Arbitration Procedures herein contained.

ARTICLE 18 **HOLIDAYS**

Section 18.1. Full-time bargaining unit employees with the Township shall be eligible for the following ten (10) holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Section 18.2. To receive holiday pay, bargaining unit employees must work the holiday, the scheduled shift before the holiday, and the scheduled shift after the holiday.

Section 18.3 Employees in active pay status, but not scheduled to work the Holidays outlined in Section 18.1 shall receive eight (8) hours of pay at their regular rate of pay. Employees who work on the holidays listed in Section 18.1 shall also receive twelve (12) hours of pay at their regular rate.

Section 18.4 Employees will not be paid for holidays which occur during a leave of absence or disciplinary suspension.

Section 18.5 Any employee mandated with less than eighteen (18) hours notice to work on a holiday shall receive double time for each hour worked for a minimum of four (4) hours.

ARTICLE 19
VACATION

Section 19.1. All regular full-time employees shall be granted the following vacation leave with full pay based on their years of service with Monroe Township.

Section 19.2. Beginning after one (1) year of service, employees will accrue vacation leave in accordance with the below schedule.

24/48 Hour	1-9 years of service	4.6 hours per pay period
	10-14 years of service	6.5 hours per pay period
	15-19 years of service	8.3 hours per pay period
	20 or more years of service	10.2 hours per pay period
40 Hour	1-9 years of service	3.1 hours per pay period
	10-14 years of service	4.6 hours per pay period
	15-19 years of service	6.2 hours per pay period
	20 or more years of service	7.7 hours per pay period

An employee who is not in active pay status for at least eighty (80) hours during a pay period shall have the vacation accrual pro-rated for that pay period.

Section 19.3. Vacation leave is to be taken with approval by the Chief. No later than the first of January every year the Chief shall establish guidelines for vacation selections. Vacation requests must be made no less than sixty (60) days in advance of the requested starting date. Reasonable changes may be made with the Chief's approval in the event that last minute changes arise.

Section 19.4. The vacation period shall be defined as the end of the employee's shift prior to the Employees vacation day(s) and the beginning of the employee's shift following the employee's vacation day(s). If the employee plans to be unavailable for call in during any or all of the vacation period due to extended travel, the employee shall notify the Chief as far in advance as possible, but no less than sixty (60) days.

Section 19.5. Employees shall only be permitted to carry a balance of vacation leave up 120 hours. Excess vacation accrual may be cashed out up to two (2) times each year at the rate of one (1) hour of leave for one (1) hour of straight time pay, or such excess leave shall be forfeited.

Section 19.6. An employee with ten (10) years of continuous service with Monroe Township who retires from Monroe Township under the age and service requirements of the Ohio Police & Fire Pension Fund, shall be paid for all accumulated but unused vacation leave.

Section 19.7. As with any form of leave, a Request for Time Off form must be completed and submitted to the Fire Chief or designee.

Section 19.8. A person employed by a township in Ohio, earning vacation credits currently, is entitled to have the employee's prior service with the township counted as service with Monroe Township for the purpose of computing the amount of the employee's vacation leave. The anniversary date of employment for the purpose of computing the amount of the employee's vacation leave, unless deferred pursuant to the appropriate law, ordinance, or regulation, is the anniversary date of such prior service.

ARTICLE 20 **SICK LEAVE**

Section 20.1. Non-probationary employees shall accrue sick leave at the rate of 4.6 hours per pay period. Sick leave when used shall be charged and used in one (1) hour increments.

Section 20.2. Employees may use sick leave, upon approval of the Fire Chief or designee, for absence due to:

1. personal illness;
2. exposure to a contagious disease that could be communicated to other employees;
3. examination of the employee, including medical, psychological, dental, or optical, by an appropriate licensed practitioner (every attempt shall be made by employees to schedule medical appointments on days off);
4. illness or injury of an immediate family member when the employee's presence is reasonably necessary;
5. pregnancy or related medical conditions of the employee which makes the employee unable to work; or
6. death in the employee's immediate family as set forth in Article 21 and subject to the approval of the Chief or his designee.

Immediate family member shall be defined as the employee's spouse, children, or other dependents residing in the employee's household. Requests for leave following the birth of a child, where the employee is the father, shall be limited to one week, unless unusual circumstances are present and with approval of the Chief.

Section 20.3. Pattern abuse or improper use of sick leave shall result in disciplinary action up to and including termination. The Chief shall provide the union president in writing why the employer believes an employee has a pattern of abuse or improper use prior to any discipline being handed down.

Section 20.4. In the event that sick leave becomes necessary prior to the employee reporting for duty, the employee shall notify the Fire Chief or designee at least one-half (½) hour prior to his/her required starting time.

Section 20.5. Sick leave shall be charged only against an employee's regular workday.

Section 20.6. Employees may accumulate a maximum of nine hundred sixty (960) hours of accrued sick leave.

Section 20.7. As with any form of leave, a Request for Time Off form must be completed and submitted to the Fire Chief or designee.

Section 20.8. In the cases of uses of sick leave for two (2) or more consecutive workdays, the township may require a physician's release to return to work. The Fire Chief may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capability to perform the duties of his or her position. If found not qualified the employee may be placed on sick leave or disability separation. The cost of the examination shall be paid by the Township; the physician shall be selected by the Township.

Section 20.9. Upon obtaining ten (10) years of continuous service with the Department who retires and meets the age and length of service requirement of the applicable state retirement plan (i.e., OPERS or OPFPF), an employee shall be compensated at his or her current rate of pay for twenty-five percent (25%) of all unused accumulated sick leave, not to exceed two hundred fifty (250) hours, for hours two hundred and fifty one (251) to five hundred (500) the employee shall receive fifty percent (50%) of all unused accumulated sick leave, and for hours five hundred and one (501) to nine hundred sixty (960) the employee shall receive seventy five percent (75%) of all unused accumulated sick leave.

Section 20.10. Upon submission of medical documentation that an employee is unable to temporarily perform the essential functions of his or her position due to an injury or illness, the Township may require the employee to assume alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes to the function and mission of the Department. The parties agree that alternative light duty assignments are temporary in nature, not to exceed one hundred twenty (120) calendar days.

ARTICLE 21 **FUNERAL LEAVE**

Section 21.1. Leave with pay for bereavement or participation in funeral services or arrangements shall be granted by the Chief or his designee to an employee when a death in the immediate family occurs as set forth in this article.

Section 21.2. Extent of benefit. Forty-eight (48) hours of available sick leave for funeral leave will be granted for the death of the employee's spouse, parents, children, step-parents, step-children, sister or brother. Twenty-four (24) hours of available sick leave for funeral leave will be granted for grandparents, mother-in-law, father-in-law, sister-in-law, or brother-in-law. If the death occurs during an employee's tour of duty and the employee leaves his (her) tour, the remainder of the tour shall be charged to sick leave. Leave may be granted for family members not listed with the approval of the Fire Chief.

Section 21.3. A Request for Funeral/Sick Leave form must be completed and submitted to the Chief or designee.

Section 21.4. Additional Funeral/Sick Leave or travel time may be granted upon request with the approval of the Chief or his designee.

ARTICLE 22
MILITARY LEAVE

The Township shall comply and promulgate policies in accordance with applicable federal and state military leave laws, as amended from time to time.

ARTICLE 23
FAMILY AND MEDICAL LEAVE

The Township shall comply and promulgate policies in accordance with the FMLA, as amended from time to time.

ARTICLE 24
COURT LEAVE

Section 24.1. Members subpoenaed for any court-related activity as a result of their duties as an employee of the Township shall be excused for all judicial duties without any loss of pay. An employee qualifying for court time pay shall receive a minimum of one (1) hour pay at the appropriate rate, based on the number of hours worked in that pay period. Any time spent in court pursuant to such subpoena in excess of the minimum one (1) hour shall be paid in thirty (30) minute increments.

Section 24.2. Employees shall be granted a paid leave of absence any time they are called for jury duty or serve as a member of a jury. The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. Employees must remit any compensation received for jury duty to the Fiscal Officer within ten (10) calendar days of receipt of such moneys. An employee released from jury or witness duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours.

Section 24.3. Employees shall receive no court leave when such appearance in court is not required as part of the employee's official duties, or as a result of jury duty leave.

ARTICLE 25
NON-MEDICAL UNPAID LEAVE OF ABSENCE

Section 25.1. An employee requesting a leave of absence without pay must complete the Request for Leave form and furnish an explanation of the leave. He or she shall then submit it to the Fire Chief or designee for approval. Authorization of a leave of absence without pay is a matter of administrative discretion, and each request will be decided on its own merits. The denial of an unpaid leave request shall not be subject to the grievance procedure.

Section 25.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 25.3. If a leave of absence is granted for a specified purpose and it is found that the leave is not actually being used for such purpose, the Township will cancel the leave and may consider disciplinary action up to and including discharge.

Section 25.4. An employee who fails to return to duty following the completion of a leave of absence will be considered to be on unauthorized absence without leave, and will be considered to have resigned from employment.

Section 25.5. Upon return from a leave of absence without pay, the employee will be placed in their original position or a position of equivalent level and pay, if available, providing the employee possesses current certifications.

Section 25.6. An employee will not accumulate sick leave, vacation leave, holidays, personal days, or years of service during a leave of absence without pay.

Section 25.7. On any approved leave of absence in excess of one (1) month, the employee shall pay the total premium cost for any medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first month of the leave and prior to each month thereafter or the coverage will be terminated.

ARTICLE 26
JOB-RELATED INJURY

Section 26.1. An injured employee shall submit a request for unpaid injury leave and supporting documentation to the Board of Township Trustees. The determination for commencement, duration, and termination of injury leave shall be made by the Board.

Section 26.2. An injured employee must report his/her injury/illness immediately through the prescribed Employer's policies. If the injury occurred on the job or in the course of employment, the employee shall complete all required reports.

Section 26.3. Any on-the-job leave taken under this article will count toward time off under the FMLA, if applicable.

Section 26.4 Upon submission of medical documentation that an employee is unable to temporarily perform fire fighting duties due to an injury or illness, the Fire Department may require alternative or transitional duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Department. The parties agree that alternative duty assignments are to be of a temporary nature, not exceeding one hundred twenty (120) calendar days.

PER **ARTICLE 27**
PERSONAL LEAVE

Section 27.1. Each employee shall be entitled to one (1) year of service, twelve (12) hours of personal leave with pay each calendar year. With prior notification to the Employer of at least

seventy-two (72) hours, the employee shall be entitled to take personal leave provided it does not interfere with the efficient or economical operation of the department. Personal leave shall be used in twelve (12) hour increments. Personal leave shall not accumulate from year to year. Personal leave shall not be approved on any Holiday listed in Article 18.

ARTICLE 28

HOURS OF WORK AND OVERTIME

Section 28.1. The normal scheduled hours of work for bargaining unit employees shall be defined in this article. Nothing contained in this article shall be construed as preventing the Township from restructuring the normal scheduled workday or work cycle. Prior to any changes being made, the Township shall provide advance notice and offer to meet with the Union to discuss and explained its reasons for the change.

Section 28.2. Work Period/Cycle. The normal work cycle shall be defined as twenty-four (24) hours on duty and forty-eight (48) hours off duty. The standard work period shall be either ninety-six (96) hours or one hundred twenty (120) hours in a fourteen (14) day work cycle; provided, however, the scheduling of personnel within the Fire Department shall remain the responsibility of the Fire Chief, pursuant to Ohio law.

Section 28.3. Overtime. Employees covered by this agreement shall be entitled to overtime pay for all hours actually worked in the performance of their duties in excess of two hundred twelve (212) hours worked in a twenty-eight (28) day cycle. For such actually hours worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day cycle, the rate of pay shall be one and one-half (1 1/2) times the employee's base hourly rate of pay.

Section 28.4. Hours Worked. For purposes of overtime eligibility, hours worked shall not include sick leave time, holiday time, personal time, or any other paid or unpaid leave, except that approved vacation leave shall count as hours worked for purposes of overtime calculation.

Section 28.5. The Union and the Employer mutually agree that the work schedules outlined herein comply with Section 207(K) of the Fair Labor Standards Act (FLSA) and 29 CRF Part 553.

Section 28.6. Employees may trade shifts, if mutually agreeable, with another employee, with advance notice to and approval of the Fire Chief. Such trading shall be accomplished within sixty (60) days without resulting in overtime payments by the Employer to any employee, whether or not involved in the shift trade. Records of such shift trades are the sole responsibility of the employees involved. Such shift trades shall involve time only, and not be reflected in the employee's biweekly pay.

Section 28.7. Whenever a bargaining unit employee is required to return to work on hours not abutting the employee's regular or scheduled overtime shift hours, such employee shall be paid a minimum call-in of three (3) hours at the applicable rate of pay.

Section 28.8. Whenever a bargaining unit employee is held over following the end of the employee's shift, such employee shall be paid a minimum of one (1) hour at the applicable rate of pay.

Section 28.9. Whenever necessary, the Fire Chief can require bargaining unit employees to perform work during hours or days other than or beyond those falling within the employee's regularly scheduled hours of work (i.e. mandatory overtime). Such time shall be compensated for and regulated as provided in this Article. A bargaining unit employee shall not be required to work more than forty eight (48) consecutive hours without a minimum of sixteen (16) hours off, excluding voluntary shift trades, subject to Article 44, Waiver in Emergency.

Section 28.10. There shall be no pyramiding of overtime.

ARTICLE 29
WAGES AND OTHER COMPENSATION

Effective upon ratification of the contract, full-time employees shall receive the following rate of pay.

<u>Position/Classification</u>	
Probation FF/Medic	\$12.25
2016 Firefighter/Paramedic	\$12.50
2017 Firefighter/Paramedic	\$12.77
2018 Firefighter/Paramedic	\$13.00

<u>Position/Classification</u>	
Probation Career Lt	\$12.50
2016 Career Lt	\$12.90
2017 Career Lt	\$13.33
2018 Career Lt	\$13.77

<u>Position/Classification</u>	
Probationary Captain	\$14.00
2016 Captain	\$14.33
2017 Captain	\$14.77
2018 Captain	\$15.24

ARTICLE 30
INSURANCE

Section 30.1. The Township shall make available to all full-time bargaining unit employees the general insurance and hospitalization plans as provided to other full-time Township employees. All requirements of the plan(s) (e.g., premium contributions, co-payments, deductibles, fees, eligibility, waivers, etc.) applicable to other Township employees shall also be applicable to bargaining unit employees.

Section 30.2. All health care benefits provided shall be subject to coordination of benefits in accordance with the provisions of the health care contract issued by the health care provider.

Section 30.3. It is understood that if an employee incurs covered hospital or other medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the health care provider shall be subrogated to all of the employee's rights of recovering against said third party to the extent of any and all payments made by said health care provider with respect to such illness or injury, and the employee or the employee's agent shall execute all papers and take all action necessary and proper to secure to such health care provider such rights of subrogation.

Section 30.4. The Township retains the right to change carriers and/or plans, subject to the terms of this section. The Township also has the right to implement a Health Savings Account Plan, Health Reimbursement Account, or other optional plans permitted by law, so long as the bargaining unit employee's contribution does not exceed the amount paid by non-bargaining unit Township employees. Any participation in the plan as set forth herein shall be in accordance with the enrollment requirements of the Plan.

Section 30.5. The bargaining unit shall have the right to have a representative meet with the Fiscal Officer and/or the Township's health insurance agent/consultant regarding changes in the health care plan and/or rates.

ARTICLE 31 **TRAINING**

Section 31.1. The Township shall compensate employees for mandatory training required by the Township in accordance with the Fair Labor Standards Act.

Section 31.2. If the Township requires a bargaining unit employee to attend training, certification, or recertification classes (e.g., EMT-Paramedic, E"VT, etc.) the Township shall cover the cost of the individual's training, certification, or recertification subject to the remainder of this article. The Township shall provide the employee with the appropriate time off to attend such training. When available, the Township shall provide a vehicle for the employee to use. If a Township vehicle is not available, and the Chief approves the use of a personal vehicle, the Township shall pay for mileage when an employee is required to travel outside the department for training. Overnight travel expenses may be approved by the Fire Chief in advance, not to exceed the travel rates established by the Monroe Township Board of Trustees' Personnel Policy Manual.

Section 31.3. The Township will only cover the cost of the bargaining unit member's first attempt at initial training, certification, or recertification and testing.

Section 31.4. Any bargaining unit member who voluntarily leaves the Township during initial training or certification attempt shall repay the Township for the cost of the training or certification.

ARTICLE 32
HOUSE CLEANING AND GENERAL MAINTENANCE

Section 32.1 Employees assigned to, or reporting for duty, shall be responsible for the daily duties and or general maintenance of the station. However, major maintenance or repairs beyond the capabilities of the bargaining unit members shall be done by qualified professionals.

Section 32.2 The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

Items listed above to be repaired or replaced on an as-needed basis. Any unresolved item to be repaired or replaced shall be referred to the Labor/Management Committee for final resolution.

Section 32.4 All stations shall be able to be secured when crews are away from the station. There shall be a separate door with a code style lock to insure crew safety.

ARTICLE 33
UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

Section 33.1. The Township shall furnish PPE required of employees in the performance of their duties without cost to the employees. Items shall include, but are not limited to: one (1) helmet, one (1) flashlight, turnout coat and pants, protective hood, suspenders, one (1) pair of gloves (fire and work), ear protection, safety glasses, and firefighting boots.

Section 33.2. The Township shall furnish all uniforms required of employees in the performance of their duties without cost to the employees. The uniform of the Department shall be designated by the Fire Chief. Employees shall wear only a regulation uniform while on duty. When off duty, employees shall not wear department issued uniform articles unless authorized in advance by the Chief.

Section 33.3. It shall be the employee's responsibility to inform the Fire Chief or designee of any lost, damaged, or worn out items. Such items deemed by the Chief or designee to need replaced will be done so in a reasonable time period. Items which need replaced or repaired as a result of the performance of work duties or regular wear and tear shall be at no cost to the employee.

Section 33.4 Employees shall have the ability to wear additional optional uniform (including Union) attire approved by the Chief on duty while at the station doing daily duties, physical activity, or firefighter rehab. The attire shall not be worn at special events or when on any runs. Changing uniforms/attire shall not delay the employee's response to emergency runs. Attire shall be purchased at no cost to the Employer.

Section 33.5 In the month of October employees shall be permitted to design and wear a customized IAFF Local 4887 breast cancer awareness t-shirt in place of the Department t-shirt. The design shall be approved by the Chief in advance. The cost of the shirt shall be paid for by

the employee. Fire and EMS responses shall not be delayed in any manner to switch uniform shirts. During scheduled activities such as inspections or public relation details the employee shall wear a department issued uniform shirt.

ARTICLE 34 **OTHER EMPLOYMENT**

Section 34.1. Bargaining unit employees understand that their primary occupation is working for the Monroe Township Fire Department.

Section 34.2. Bargaining unit employees may engage in outside employment as long as such activity does not interfere with proper performance of their Township employment. Employees shall notify the Chief of all outside employment activities. The Chief shall determine if the outside employment interferes with the employee's Township employment.

Section 34.3. Examples of interference include, but are not limited to, time and interest conflicts.

- A. **Time Conflicts:** A time conflict for purposes of this article exists when the working hours of a secondary job directly conflict with a bargaining unit employee's scheduled working hours or mandatory overtime obligations, if any, or when the demands of a secondary job prohibits adequate rest or otherwise affects the quality of the employee's job performance.
- B. **Interest Conflicts:** No employee, regardless of employment status, shall have other employment which presents an "interest conflict" with the employee's position. An interest conflict exists when an employee engages in any outside employment which compromises the employee's judgment, actions, or job performance or conflicts with the policies, directives, mission, and operations of the Township.

Section 34.4. No bargaining unit employee shall have outside employment while on a paid or unpaid leave of absence, including Family and Medical Leave, where benefits may be maintained without the approval of the Township. This section shall be applied on a case-by-case basis.

ARTICLE 35 **LABOR MANAGEMENT COMMITTEE**

Section 35.1. The Employer and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the Township. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern.

Section 35.2. There is hereby established a Labor Relations Committee which shall consist of the Fire Chief and representatives of the Bargaining Unit Members, and any other party deemed necessary by both parties. The Committee may meet quarterly upon the call of either party, and at any other time as the parties may mutually agree.

Section 35.3. The Committee's authority shall be limited to discussion, exploration, and study of subjects covered under this collective bargaining agreement, including, or as otherwise agreed to between the parties.

Section 35.4. Labor-management meetings are not intended to be negotiations.

Section 35.5. Immediate safety issues which the employees wish to submit to the Committee must be submitted in writing with an explanation of the situation, equipment, policy, or process which they feel is a risk to the health and safety of the members. The employee shall indicate the nature of the problem, any known safety standards that are applicable, and a proposed solution to the problem. The committee shall meet within forty-eight (48) hours of such submission. For immediate safety issues, members scheduled off or attending meetings outside of their normal work schedules shall be compensated with overtime for a minimum of two (2) hours.

ARTICLE 36 CONTAGIOUS DISEASE

Section 36.1. The Township will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis, and other serious infectious diseases. The Township and Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles, or other possible sources of infection.

Section 36.2. The Township will provide Hepatitis B inoculations to any employee represented under the terms of this contract.

Section 36.3. The Township will provide tuberculosis screenings annually for all employees represented under the terms of this contract according to current national standards.

ARTICLE 37 UNION BULLETIN BOARDS

Section 37.1. The Union shall be permitted to maintain one (1) bulletin board, measuring approximately 3'x4', at Station #33, to be used exclusively for Union business, the location to be within an appropriate area Station #33 accessible to all employees, and approved by the Fire Chief. The Union shall be responsible for the purchase and maintenance of the bulletin board. No obscene, immoral, defamatory, political endorsements, or unethical materials may be posted.

Section 37.2. No Union materials of any kind shall be posted elsewhere in the Township's facilities or upon Township equipment unless specifically authorized in advance by the Fire Chief.

ARTICLE 38
NO STRIKE/NO LOCKOUT

Neither the Union, nor any member of the bargaining unit, shall at any time engage in, call, authorize, or ratify any strike, as defined in Section 4117.01(H) of the Revised Code, nor shall the Township engage in a lock-out as described in Section 4117.11(A)(7) of the Revised Code.

ARTICLE 39
INTEGRITY OF THE AGREEMENT (SAVINGS CLAUSE)

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

ARTICLE 40
DURATION

Section 40.1. The provisions of this Agreement shall be effective upon execution or as otherwise specifically provided in the Articles herein and shall remain in full force and effect through December 31, ~~2015~~ 2018.

Section 40.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

ARTICLE 41
WAIVER IN CASE OF EMERGENCY

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Clermont County, the federal or state legislature, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), or the local Emergency Management Agency, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Any or all work rules and/or agreements and practices relating to the assignment of employees within their department.

Section 41.2. Upon termination of the emergency, grievances that were proceeding through the grievance procedure prior to any emergency as provided for in this Article shall be processed in accordance with the provisions outlined in the grievance procedure of this

Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the emergency.

If an alleged incident should occur during any emergency as provided for in this Article, the time limit for the submission of the grievance to the grievance procedure shall begin as soon as practical but no later than the first calendar day following the termination date of such emergency.

ARTICLE 42 **DRUG/ALCOHOL TESTING**

Section 42.1. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the Employer may administer the applicable tests in conformance with this Article.

Section 42.2. All drug or alcohol tests shall be conducted in accordance with 49 CFR Part 40 and/or the Ohio Drug Free Workplace guidelines.

Section 42.3. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

Section 42.4. Any discipline arising under this drug and alcohol policy will be subject to the grievance procedure.

Section 42.5. Employees may self-refer themselves to an alcohol or drug rehabilitation program prior to being under reasonable suspicion or any misconduct without being subject to disciplinary action. The employee will be permitted to use available paid leave while participating in such alcohol or drug rehabilitation program.

Section 42.6. Drug/alcohol testing may be required in a post accident situation.

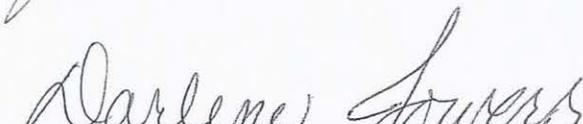
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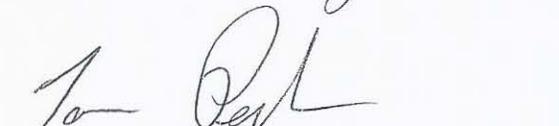
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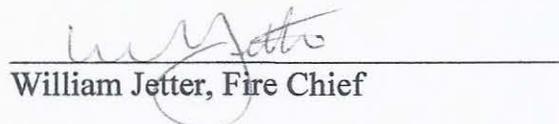
9th day of June, 2016.

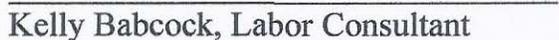
FOR MONROE TOWNSHIP


Joyce Richardson, Trustee

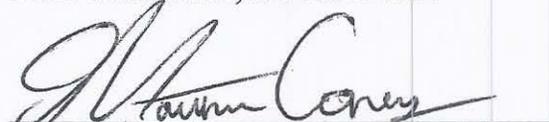

Darlene Jowers, Trustee


Tom Peck, Trustee

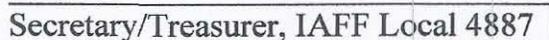

William Jetter, Fire Chief

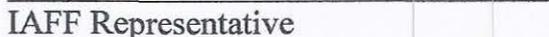

Kelly Babcock, Labor Consultant

FOR THE IAFF, LOCAL 4887


President, IAFF Local 4887


Vice President, IAFF Local 4887


Secretary/Treasurer, IAFF Local 4887


IAFF Representative