

FACTFINDING REPORT

STATE EMPLOYMENT
RELATIONS BOARD

STATE OF OHIO

2009 DEC -7 P 2: 36

STATE EMPLOYMENT RELATIONS BOARD

December 4, 2009

In the Matter of:

Stonelick Township Trustees)

and)

Case No. 09-MED-02-0137

Stonelick Township Professional Firefighters)
IAFF Local 4558)

APPEARANCES

For the Township Trustees:

Brian Wakefield, Attorney
Mark R. Zunich, Attorney
Tracy Sumner, Fiscal Officer
Matthew Rose, Fire Chief

For the Union:

William E. Quinn, Jr., IAFF 4th District Vice President
Eric Fisher, Local Treasurer
John Lloyd, Local President

Factfinder:

Richard P. Gortz

BACKGROUND

The instant case involves the Stonelick Township Trustees, and the Stonelick Township Professional Firefighters Association, Local 4558. The township is located in rural Clermont County with an area of approximately 29 sq. mi. and a population of approximately 5,000. The Fire/EMS department consists of a chief, two assistant chiefs, three full-time and a varying number of part-time fire fighter/paramedics. The department was established in May, 2006, when the township took over fire and EMS services from the Owensville Fire Department which, until that time had also covered the Township. The bargaining unit currently consists of the three full-time firefighters.

Other than firefighters and elected officials, the Township employs two full-time highway department workers. No other bargaining units exist.

The Unit was granted recognition by the State Employment Relations Board, with the OAPFF as exclusive bargaining agent, in October 2008. Negotiations for an initial agreement commenced in March 2009. The parties had six negotiation sessions and declared impasse in September 2009. The undersigned Fact-Finder was appointed to the case by SERB on October 16, 2009, after the resignation of the initial Fact-Finder due to schedule conflicts.

This Fact-Finder first met with the parties on October 20, 2009, in a session which the parties agreed was to be for mediation only. Attorney Brian Wakefield represented the Township at that meeting and was assisted by Fiscal Officer Sumner and Fire Chief Rose. The Firefighters were represented by Mr. Quinn, Jr., assisted by Mr. Lloyd and Mr. Fisher.

At the outset of the meeting, the parties indicated that more than forty issues were outstanding, and that tentative agreement was not reached on any issue or article of the proposed agreement. The impasse was characterized by the parties as having

philosophical differences, with the firefighters proposing to have a detailed and comprehensive agreement, and the Township proposing a short and concise agreement addressing fewer issues.

The parties entered into mediation, with the Fact-Finder in mediator role. Tentative agreement was reached on four issues, Preamble/Purpose, Recognition, Union Bulletin Boards and Filing Cabinets and Labor Management Committee. Those articles are incorporated herein by reference.

Mediation commenced on approximately half of the outstanding issues. Agreement in principle was reached on several other issues.

The Firefighters indicated a desire to have no further mediation sessions, but proceed directly to hearing in order to keep costs to this very small unit to a minimum. Fact-finding hearing date was set for Wednesday, November 25 at 9:00 AM.

At the hearing, the Township was represented by Attorney Mark Zunich who filled in for Mr. Wakefield, who was ill. Chief Rose assisted Mr. Zunich. The Firefighters were represented by Mr. Quinn, Jr. for the Ohio Professional Fire Fighters, assisted by Mr. Lloyd and Mr. Fisher.

At the opening of the hearing, the parties agreed that the issues which had been reviewed in the October 20 mediation session were to be closed and turned over to the Fact-Finder for recommendation without further argument or evidence. The hearing commenced on issues not reviewed in the October 20 meeting.

Recommendations in this report contain article numbers for purposes of easy reference to the parties' proposals. They will necessarily have to be adjusted when the final agreement is drafted.

The recommendations of the Fact-Finder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effects of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

The parties submitted thirty-five issues to the Fact-Finder. For each issue, the Fact-Finder will set forth the position of the parties and summarize the arguments and evidence presented by them in support of their positions. He will then offer his analysis for each issue, followed by his recommendations.

Due to the great number of issues presented and the volume of proposals by the parties, the proposals of the Township and the Union will be appended to this report, with Township proposals under Appendix A, and Union proposals under Appendix B. The

proposals will not be reproduced in the body of the report. The Fact-Finder recommendations will be presented after the analysis of each issue.

Issues presented to be resolved are:

Article 5.	Representation and Union Business	Article 22.	Discipline
Article 6.	Management's Rights	Article 23.	Vacation
Article 7.	Union Dues	Article 24.	Holidays
Article 8.	Direct Deposit	Article 25.	Training
Article 9.	Seniority	Article 26.	Contagious Diseases
Article 10.	Layoff and Recall	Article 27.	Payment at Separation
Article 11.	Promotions	Article 28.	Wages
Article 12.	Personnel Files	Article 29.	Insurance
Article 13.	Bereavement Leave	Article 30.	Probationary Period
Article 14.	Personal Leave (Sick Leave)	Article 31.	Drug and Alcohol Testing
Article 15.	Court/Administrative Leave	Article 32.	Vacancies
Article 16.	Injury Leave	Article 33.	Transfers
Article 17.	(Withdrawn)	Article 34.	Staffing
Article 18.	Hours of work and Overtime	Article 35.	Working Rules and Policies
Article 19.	Grievance Procedure-Arbitration	Article 36.	Required Certifications
Article 20.	(Withdrawn)	Article 37.	Severability/Agreement Complete
Article 21.	Uniforms	Article 38.	Successor Agreement
		Article 39.	Duration
		Article 40.	Trading Shifts
		Article 41.	No Strike/No Lockout

Arguments and Recommendations

Article 5. Representation and Union Business

Position of the Parties

Union: The Union requests the ability to utilize the phone, paging and computer systems of the Employer during working hours to conduct Union business, and to utilize the Township facility for union meetings. The Union further requests Union Business Leave to attend out-of-town meetings, with pay, not to exceed 48 hours per year.

Township: The Employer agrees with 48 hours per year for leave, but the leave is proposed to be unpaid. The Employer agrees to permit the Union to use phone, paging and computer systems for limited union business, subject to the Chief's approval, but takes the position that no clause in the CBA is necessary.

Discussion:

There is no substantial difference between the position of the Union and Township, except for payment of Union leave time. It is usual in Ohio for the Employer to grant some limited paid leave for union meetings and training. Two shifts for the unit is not excessive.

Recommendation:

Article 5. Representation and Union Business

Section 1. Unless otherwise agreed, two (2) members of the Union's negotiating committee shall be released from duty to participate in negotiations meetings with the employer, if held during the employee's assigned shift, without loss of pay and or benefit.

Section 2. Union members shall be permitted to attend regularly scheduled monthly (or special) union meetings held at the 2541 US 50 Fire Station while on duty. However, while attending meetings, on-duty members shall respond to emergency calls as needed.

Section 3. The Township agrees that during the working hours, on the Township premises, and without loss of pay, Union representatives shall be permitted to perform the following functions subject to and provided that the normal operations of the Township are not disrupted.

1. Attend meetings with management;
2. Transmit communications, authorized by the local Union or its officer to the Township or its representatives;
3. Consult with the Township or its representatives concerning the enforcement of any provision of this Agreement;
4. The Union shall be allowed to conduct Union meetings and/or elections at the 2541 US 50 Station with prior notification to, and approval of the Fire Chief. This provision shall not be unreasonably denied.

Section 4. Union Business Leave: The Union President or his designee, shall be granted time off with pay to attend any Union conference, convention, seminar. This leave shall be permitted in minimum increments of four (4) hours and shall not exceed forty-eight (48) cumulative hours per year for the unit. Utilization of Union Business Leave must be requested, in writing to the Fire Chief a minimum of fourteen (14) calendar day's in advance.

Article 6. Management Rights

Position of the Parties

Union: The Union proposes management rights directly copied from Section 4117.08 ORC.

Township: The employer adds the right to determine duties of positions, standards of quality, and determine staffing levels.

Discussion: Management generally prefers a more comprehensive clause. Since rarely is any rights issue determined in finality by the wording of a management's rights clause, this Fact-Finder would generally permit management's clause where it is not excessive, and defer to unions on issues such as seniority rights, layoff, etc.

Recommendation:

Article 6. Management Rights

Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the Employer and the Fire Chief as the Employer's Appointing Authority retain all rights and authority to manage, direct, and control the operation of the Fire Department to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management. Management's Rights include, but are not limited to, the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards or services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire Employees;
3. Maintain and improve the efficiency and effectiveness of department operations;
4. Determine whether a job vacancy is filled;
5. Determine the duties to be included in all job classifications, and the standards of quality and performance that Employees must maintain to be consistent with Fire Department operations;
6. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain Employees, or lay off Employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
7. Determine the adequacy of the workforce;

8. Determine the overall mission of the Employer as a unit of government;
9. Effectively manage the workforce;
10. Take actions to carry out the mission of the department; and
11. To maintain security of all Employer's records and other pertinent information.

Article 7. Union Dues

Position of the Parties

Union: Union wishes dues, fees and assessments to be deducted through "check-off", and a maintenance of membership with an escape between sixty and ninety days prior to the expiration of the agreement.

Township: The Employer proposes only dues to be deducted, and proposes a "hold harmless" clause.

Discussion: During mediation, neither party objected to an escape period of thirty to ninety days. The Union had no objection to a hold harmless clause. Accordingly, I recommend the Union's proposal with the thirty to ninety day escape clause for maintenance of membership, and the Employer's hold harmless clause.

Recommendation:

Article 7. Union Dues

Section 1. The Township agrees to deduct IAFF membership dues, fees and assessments in accordance with this Article.

Section 2. The Township shall deduct IAFF membership dues, fees and assessments once each pay period from the pay of an eligible employee in the Bargaining Unit upon receiving written authorization signed individually by the employee. The employee must present a signed payroll deduction authorization form to the Township. Upon receipt of

said authorization, the Township will deduct IAFF dues from the payroll check for the next pay period in which dues are normally deducted.

Section 3. The Township shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment, (2) layoff from work; (3) an unpaid leave of absence; (4) written revocation of the check-off authorization by the employee submitted during the period of thirty (30) to ninety (90) days prior to the expiration date of this agreement.

Section 4. The rate of which dues are to be deducted shall be certified to the Township or designee by the IAFF Local 4558 Treasurer. Thirty (30) days advance notice shall be given to the Township or designee prior to making any changes in an individual’s dues deductions.

Section 5. The Township Clerk shall submit and deliver the sum, as identified above, to the Union Treasurer by the seventh (7th) day of the month following the month collected.

Section 6. The Union and Employees agree to indemnify and hold harmless the Employer against any liability whatsoever in connection with the operation of this Article.

Article 8. Direct Deposit

Position of the Parties:

Union: Direct deposit of paychecks when and if it is available.

Township: Technology does not exist at the Township to do direct deposit. Language in the CBA is unnecessary.

Discussion: The parties had agreed to add the proviso, but were unable to prepare language due to time constraints.

Recommendation:

Article 8. Direct Deposit

When technology exists at the Township Office to implement direct deposit of paychecks, the Union and Employer will discuss the method and timing of implementation.

Article 9, Seniority

Position of the parties

Union: The Union proposes a comprehensive seniority clause which incorporates the length of time an employee on layoff is retained, recall from layoff time, and defines continuous service. Seniority and recall rights are retained for twenty-four months after layoff.

Township: Township provision is more protective of the employer, indicating that benefits do not automatically continue during layoff. Seniority rights during recall are retained for twelve months.

Discussion: As indicated earlier, this Fact-Finder generally defers to the Union on seniority right, since seniority is a sacrosanct union icon. Recall rights for twenty-four months is not unusual in safety forces, where the employer has invested months and much money in training and certifying employees. Accordingly, I recommend the Union proposal on seniority.

Recommendation:

Article 9 Seniority

Section 1. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the most recent date of hire as a permanent, full-time employee in the service of the Township.

Section 2. The following situations shall not constitute a break in continuous service;

1. Absence while on approved sick leave, family and medical leave, or disability leave.
2. Military leave
3. A layoff of twenty four (24) months or less.

The following situations shall constitute breaks in continuous service for which seniority is lost;

1. Discharge for just cause
2. Retirement
3. Layoff more than twenty four (24) months
4. Failure to return to work within ten (10) calendar days of recall from layoff
5. Failure to return to work at the expiration of a leave of absence
6. Employment resignation

During an approved personal or professional leave (educational leave), seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employee's seniority will be adjusted to reflect the period of absence.

Section 3. The Employer shall provide the Union annually with a seniority roster listing each employee by classification with their date of hire as Full-time permanent employees.

Article 10 Layoff and Recall

Position of the Parties

Union: The Union proposes a sixty day notification prior to layoff. Seniority and recall rights are maintained for twenty-four months. The Union expressed concern that, should a certification necessary for the job expire during layoff, the employee be given an opportunity to recertify. Employees have twenty-one days to return to work following

recall. The Union proposes that part-time employees be laid off prior to any full-time employees.

Township: Recall for twelve months. Employees have seven days to return to work. Employees must have certification to perform the job in order to be recalled. Part-time employees are not addressed.

Discussion: As noted in the discussion of Seniority, twenty-four month recall rights is usual in safety forces. A ten day return to work requirement will be consistent with the seniority clause. Neither party proposed that probationary employees have no recall rights, but such is certainly “boilerplate” in such clauses. The Union proposal is recommended with changes in recall rights, notice and addition of a clause on probationary employees. In a very small department such as this, it would be impractical to layoff all part-time employees prior to any full-timers. Accordingly, some accommodation must be made to maintain both a full-time and part-time roster.

Recommendation:

Article 10 Layoff and Recall

Section 1. Layoff: In the event the Township determines that a long-term layoff or job abolishment is necessary, the Township shall notify the affected employee(s) no later than twenty-one calendar days in advance of the effective date of the layoff or job abolishment. In the event an employee is laid off, he/she may elect to receive payment for earned but unused vacation, personal days, and sick time. Part-time employees may not fill the hours and schedules of laid off full-time employees. At their discretion, full-time employees on layoff may be placed on the part-time firefighter’s list.

Section 2. Seniority: Employees with the least seniority shall be laid off first.

Section 3. Recall: Employees who are laid off shall be placed on a recall list for a period of twenty four (24) months and shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back continuing in the like

manner until the required number of employees have been obtained. Probationary employees have no recall rights.

Section 4. Recall Notification: No new bargaining unit classification employee shall be hired until all employees who have been laid off in the previous twenty four (24) months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within ten (10) calendar days. Failure to report to work within the ten (10) day time limit removes the employee right of recall.

Should an employee on the list to be recalled, no longer meet the qualifications or hold the applicable certifications required to fill the position being recalled, then he/she shall, as a condition of continued employment, obtain the certification in question within 3 months from the employees recall date. All costs associated with the obtainment of the certifications/re-certifications shall be borne by the employer.

Section 5. Layoff/Termination: An employee who is on layoff status for a period of twenty four (24) months is automatically terminated and loses all seniority and shall receive payment for earned but unpaid benefits in accordance with Section 1 of this article.

Article 11. Promotion

Position of the parties:

Union: The Union proposes a full promotion article, including testing, assessment center, interviews, minimum eligibility requirements, etc. During mediation, the Union proposed that a university experienced in administering such testing and assessment be appointed by the Township for promotion grading.

Township: The Township proposes that promotion be at the discretion of the Chief, with one other area Chief to assist in interviewing candidates.

Discussion: This is a unit of three firefighters, with one lieutenant position. Although the Union proposal is usual and customary for large departments, placing the burden and expense of establishing a formal promotion system on this small Township would be unwarranted at this time. The Fact-Finder recommends a more streamlined system for this first agreement. Certainly the bargaining unit needs some criteria rather than the “trust us” proposal of the Township.

Recommendation:

Article 11. Promotion

Section 1. No firefighter shall be eligible for promotion to the rank of Lieutenant unless he / she has served at least three (3) years with the Stonelick Township Fire Department as a full-time Employee and has at least five (5) years of full-time service with any public, private, or federal fire department, including Stonelick Township.

Section 2. The Township shall promote the most senior employee who meets the criteria established in the Position Description for Lieutenant. The position description shall not be inconsistent with those for departments of like size in the area.

Article 12. Personnel Files

Position of the Parties

Union: Union proposes a comprehensive article including the time discipline records are retained in the personnel file and have effect for progressive disciplinary action. Employees are to be notified of the name and association of anyone seeking to view his/her personnel file prior to any disclosure. Employees have the right to place statements of rebuttal to any “unfavorable statement or notation”.

Township: Township proposes hours for files to be accessible to employees, and establishes the right of employees to have copies of documents.

Discussion: Ohio Public Records Laws may prohibit delaying a public records request until employees are notified, since records are required to be made available as soon as practical. Rulings have also prohibited public entities from requiring identification of those seeking documents, except for those records available only to journalists doing research. Accordingly, a less restrictive article is recommended than that proposed by the Union.

It is usual that the effect of disciplinary action on progressive discipline is in the Discipline article, and not in the Personnel File article.

It is contrary to the purpose of the Ohio Public Records Law to treat discipline records different than the Township treats other records. Accordingly, it is not recommended here that records which are no longer used for progressive discipline be removed from the file, except as a part of the normal record retention policy of the Township.

Recommendation:

Article 12. Personnel Files

Section 1. Employees may request to inspect the personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by telephone call to the employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his/her personnel file, which are subject to disclosure pursuant to the Ohio revised code.

Section 2. The Township will prepare and disclose any records identified as public records in accordance with O.R.C. 149.42 to the extent permitted by Ohio law. The employee will be notified of the name, and professional association of the requestor.

Article 13. Bereavement Leave

Position of the Parties

Union: proposes three shifts off with pay for immediate relatives, and two shifts off with pay for lesser relatives.

Township: Employer proposes thirty-six hours off with pay for all relatives listed.

Discussion: Thirty-six hours is one and one-half shifts. The Fact-finder recommends the Township proposed language, but with forty-eight hours paid leave time.

Recommendation:

Article 13. Bereavement Leave

Section 1. When an Employee experiences the death of an immediate family member, the Employer will grant the employee a leave of absence of up to two shifts, or forty-eight hours with pay. If the Employee requests additional time, the Employer – at its discretion – may grant the additional time as an unpaid leave of absence. The Employee may use personal leave for any time granted beyond the two shifts.

Section 2. Immediate family is defined as spouse, child, step-child, foster child, grandchild, mother, step-mother, father, step-father, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparents, legal guardian, an ex-spouse (if there are living children from the marriage) or other person who stands in the place of a parent.

Article 14 Personal Leave (sick leave)

Position of the Parties

Union: The Union proposes moving from the annual grant of 72 hours of personal time, as is the current practice, to an accrual system similar to the Ohio Civil Service system. The proposal also provides for voluntary transfer of sick leave from one employee to another. Also included is a bonus of one shift for not utilizing sick leave for 120 consecutive days.

Township: The Township proposes the current system of an annual grant of 72 hours of personal leave.

Discussion: At the current work year of 2,496 hours, the union proposed accrual system would double the amount of sick leave for employees. In a three member unit, such an increase in paid time off would be burdensome. Further, a system of voluntary transfer would be difficult in a township of this size where resources to track the donation and pool time may not be present. Extra sick days for not using sick days has generally been shown to be ineffective to reduce the amount of sick days employees take and is not recommended here in this first agreement. On the other hand, a limit of 192 hours of

accrual does not protect employees who have a prolonged illness. Accordingly, the Employer proposal is recommended with an increase in accrual of sick leave from 192 hours to 384

Recommendation:

Article 14. Personal Leave

The Employer, at the beginning of each calendar year, will grant employees 72 hours of personal leave. Employees may take their personal leave in increments of four hours. The Employer will permit Employees to accumulate up to 384 hours of personal leave. Employees with 384 hours of personal leave may use these hours under the Township's long-term disability insurance plan.

Article 15. Court Leave

Position of the Parties:

Union: The Union proposal is comprehensive and contains sections for appearances in court for job related issues, and for jury duty and non-job related issues. Proposal also requires that the employee return money paid for jury or witness service.

Township: Township proposal is more concise, grants paid leave for any and all such mandated appearances, and does not require the employee to return funds paid for such service.

Discussion: The Union believes that the issue is resolved, but considerable differences remain between the Union and Township proposals. The Employer proposal is clean, comprehensive, and permits the employee to keep funds. During the mediation session, the Township Fiscal Officer stated no objection to employees keeping jury duty or witness funds since it is costly and difficult to account for the return of such a small amount of funds to the Township.

Recommendation:

Article 15. Court/Administrative Hearing Leave

Section 1. The Employer will grant paid leave to an Employee when a court of competent jurisdiction summons the Employee for jury duty.

Section 2. The Employer will grant paid leave to an Employee when any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, subpoenas the Employee to appear before that court, commission, board, or other legally constituted body. This section does not apply if the Employee is a party to the action or proceeding involved or is subpoenaed as a result of secondary employment outside the service of the Employer.

Section 3. Employees released from jury duty or a subpoena will return to work if the Employer had scheduled the employee for duty on that day.

Article 16, Injury on Duty

Position of the Parties:

Union: Union proposes a 180 day paid injury leave and a comprehensive proposal regarding application to BWC, provision for additional time approved by the Township Trustees, etc.

Township: Township proposal is to handle all on-duty injury through the BWC.

Discussion: This Fact-Finder agrees that the frequency and severity of injuries to firefighters and all safety forces is greater than that experienced by the general working population. However, the scope and potential cost of implementing a full-blown IOD plan in this initial agreement could be burdensome to the Township in these times of economic stress.

When questioned about its economic priorities in these negotiations, the Union offered that wages were the first priority, and all other was secondary. Due to the potential cost of implementing an IOD plan, the Fact-Finder recommends that no IOD clause appear in the agreement at this time.

Recommendation:

No Injury On Duty provision.

Article 18, Hours of Work and Overtime

Position of the Parties:

Union: The Union points out that although the unit is scheduled to work 96 hours in a pay period, overtime is not paid until after 106 hours, in accordance with the FLSA.

Another issue is that of mandatory overtime, which is current policy, but opposed by the Union. The Union also opposes what it considers the random nature of who is selected for mandatory overtime.

Township: Township proposes that overtime be paid after 106 hours as currently done, and that mandatory overtime continue when the Chief determines that there is a manpower shortage.

Discussion: The Fact-Finder agrees that in a small department such as exists here, mandatory overtime of some type is necessary to maintain a minimum number of qualified employees on-site. The Chief indicated that he is working with the Trustees to increase full-time manpower, but no increased staffing has yet been approved. Again, taking a cue from the Firefighters comments during these negotiations, with so many costly economic issues on the table, they wish to concentrate on wages. Accordingly, no decrease in the number of hours for which an employee is eligible for overtime compensation is recommended, but equalization of overtime opportunities is strongly recommended so there is some system for filling in gaps in the schedule.

Recommendation:

Article 18. Hours of Work and Overtime

Section 1. The standard workday for employees covered under this agreement shall be twenty-four (24) hours followed by forty-eight (48) continuous hours off. This shall be known as the employees "tour of duty". The standard work period for employees

covered under this agreement shall consist of a forty-eight (48) hour work week within a twenty-one (21) day working period. Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off during each three (3) week period (Kelly Day). The employees standard number of hours worked annually will be two thousand four hundred and ninety six (2,496).

– at his discretion – determines that a manpower shortage exists. The opportunities for overtime shall be rotated so as to equalize the opportunity to work overtime hours as much as practical. Employees on approved leave (including vacation, personal leave, sick leave) shall not be subject to mandatory overtime.

Section 2. The tour of duty shall commence at 0700 hours and continue through to 0700 the following day.

Section 3. Overtime shall be paid to employees who work in excess of 106 hours in a pay period. This shall include mandatory training.

Section 4. Employees shall be paid for overtime, at a rate of time and a half (1-½) the individual's calculated hourly rate.

Section 5. Employees shall be paid in increments of fifteen (15) minutes unless otherwise stated in this agreement.

Section 6. Employees may trade shifts provided the Township incurs no additional costs (overtime or compensatory) as a result of such trade. Requests for use of trade must be submitted in writing and submitted for approval a minimum of 48 hours before the shift trade occurs.

Section 7. Employees will work at such time or times (including, without limitation, in overtime situations) as directed by the Fire Chief or his designee. Unless otherwise directed, and as a matter of procedure, the Fire Chief or his designee will institute

mandatory overtime when the Fire Chief—at his discretion—determines that a manpower shortage exists.

Article 19. Grievance Procedure

The Employer had two objections to the Union’s grievance language; a) that the Union wins the grievance if management fails to respond, and; b) that the Union specified AMS as the arbitration service rather than the traditional FMCS or AAA. With these two changes, the Union proposal is recommended:

Article 19. Grievance Procedure

Section 1. A grievance is defined as a complaint, dispute, controversy, or allegation in which it is claimed that either party has failed in an obligation, that there has been a breach of the agreement, misinterpretation, excessive disciplinary action against an employee, or improper application of this Agreement.

Section 2. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. All grievances must be in writing and must contain the following information, in order to be considered:

1. The Grievant’s name and signature.
2. Grievants classification.
3. Date grievance occurred.
4. Description of the facts giving rise to the grievance.
5. Articles and Sections of the Agreement alleged to have been violated.
6. Remedy requested to settle the grievance.

Section 3. Where a group of employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one (1) grievance. Only one (1) employee will be required for processing the combined grievances.

Grievances shall be processed in the following manner:

Step 1:

The union, the employee, or group of employees shall present their grievance in writing, within ten (10) business days of occurrence or within ten (10) business days after it has become known to the employee. The grievance shall be reduced to writing and submitted to his/her immediate

supervisor for their disposition. The supervisor shall attempt to adjust or resolve the grievance at that time and render a written decision within five (5) business days.

Step 2:

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

Step 3:

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

Step 4:

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

The grievance arbitration process shall proceed as follows:

- A. The representatives of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) local arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the list and request from the FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The strike off process must be completed within fourteen (14) days from the date the list(s) are received from FMCS. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. Should either party reject the second list, FMCS shall conduct a discretionary appointment of an arbitrator for the case based upon the geographical stipulations outlined herein.
- B. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.
- C. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing. The Ohio rules of evidence are applicable to the arbitration.
- D. The parties shall share the expenses of the arbitrator equally. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.
- E. The arbitrator's decision shall be final and binding on the Union, on the Employees and the Township.
- F. Except where specifically provided for in this agreement, the Rules of FMCS shall govern the grievance arbitration.

Section 4. Time limits set forth in this Article may be waived or extended by mutual written agreement.

Article 21, Uniforms

Position of the Parties

Union: The Union proposes a list of uniforms to be provided which exceeds the current quantity, including some uniforms which are not now required or provided. Employees state that they must purchase boots and leather out-of-pocket. The Union also proposes a \$500/yr. uniform allowance.

Township: The Chief indicated that all uniforms and protective equipment necessary for the job, with the exception of leather, are provided by the Township. He also indicated that the current uniform provision is under review and more uniforms may be provided in the near future.

Discussion: Since all uniforms are provided by the Township, and since the Chief determines the uniforms required, no list is necessary. The Union has stated that discussions will continue in Labor/Management Conferences regarding which uniforms are mandated and, should they be mandated, the Township has agreed to provide them. A small uniform allowance to help provide special leather boots is, however, warranted.

Recommendation:

Article 21. Uniforms

Section 1. The Employer will provide all Township required uniforms, protective clothing, and Personal Protective Equipment (PPE) to all Employees. The Fire Chief will determine when uniforms, protective clothing and PPE are no longer usable, and the Employer will replace them.

Section 2. Employees shall receive a boot allowance of \$200/year, payable in January of each year.

Article 22. Discipline

Position of the Parties

Union: Union discipline procedure is extremely comprehensive, and specifies what discipline may or may not be imposed, defines gross misconduct, and mandates a pre-disciplinary conference for not only suspension, reduction or removal, but written reprimands as well.

Township: Not unexpectedly, the Employer's proposal to follow progressive discipline only when deemed appropriate by the Employer. Oral or written warnings are not considered to be discipline.

Discussion: It seems that a hybrid between the polar positions of the employer and union on this issue would be appropriate. While the Union proposal has merit, minute definition of when certain discipline is appropriate would serve only to provide arguments of procedural deficiencies where discipline may otherwise be appropriate. On the other hand, the Employer's eliminating oral and written warnings as discipline serves to put employees "on the bubble" without being able to challenge lesser discipline which leads to suspension or termination. Further, it is not in the interest of the Township or the Union and any charged employee to have the process of pre-disciplinary action drag out for weeks. Accordingly, this Fact-Finder recommends shortening the process.

Recommendation:

Article 22. Discipline

Section 1. The tenure of every bargaining unit member shall be during good behavior and efficient service.

Section 2. No employee shall be disciplined except for just cause.

Section 3. In initiating discipline, the following forms of discipline may be imposed:

1. Verbal Warning
2. Written reprimand
3. Suspension without pay
4. Reduction in rank or position
5. Discharge

The Township agrees to use progressive discipline, as appropriate for each circumstance, except in the case of gross misconduct.

Section 4. Before initiating discipline, the supervisor recommending discipline may attempt to resolve the matter by discussing the alleged infraction with the employee. For

infractions involving suspension from duty, reduction in rank or position, or discharge, said discipline shall only be issued by the Fire Chief or his/her designee.

Section 6. In cases where the Fire Chief or his/her designee, determines that a suspension, reduction in rank or position or discharge may be the appropriate remedy, he shall notify the employee of the charges supporting the disciplinary action. The employee may request, in writing to the Fire Chief or his designee, full disclosure of all statements and related documents or other evidence gained in the investigation of the incident(s) which have initiated the disciplinary action. The Employer will provide said copies at no cost to the employee, within one business day of such request. A pre-disciplinary conference will be scheduled between the employee, a Union representative if they so choose, and the Fire Chief or his designee, no sooner than three (3) business days from when the notice from the employee was received. The employee may request a continuance of the pre-disciplinary conference for a period of not more than three (3) business days to provide for the attendance of a Union official. The employee may waive a pre-disciplinary conference by filing a written waiver with the Fire Chief.

At the pre-disciplinary conference, the employee shall have the right to call witnesses on his behalf or present any other evidence he feels is warranted in his defense. In addition, the employee may cross examine witnesses.

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

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

Section 7. All disciplinary actions may be appealed through the grievance procedure as outlined below:

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

Section 8. For the purpose of this Article, employees who have failed to complete the required initial employment probationary period are not permitted to appeal disciplinary action to step 4 of the grievance procedure.

Section 9. Oral and written warnings are active for one year from date of issue for purpose of progressive discipline. After two years from the date of a suspension or demotion, the Employer will not consider the suspension or demotion in future discipline. After two years from the date of discipline, the employer will remove the discipline document(s) from the Employee's active personnel file and place it into an inactive personnel file.

Article 23. Vacation

Position of the Parties

Union: Vacation was decreased when the Owensville FD was taken over by the Township. Seniority was started anew, and employees started at the bottom with no prior service. The Union requests that lost seniority be "reinstated" for purposes of vacation.

Township: The Township proposal continues the current vacation schedule which is in effect for all Township employees.

Discussion: The Fact-Finder is swayed by the argument that firefighters work different hours than other employees, and that the current schedule does not give vacation in "firefighter days", but rather in 8 hour day increments. Accordingly, an adjustment to full days off for vacation is recommended.

Recommendation:

Article 23. Vacation

Section 1.

- A. Employees accrue vacation time based on the employment anniversary date with the employer.

- B. Vacation will be accrued as follows:
 - > 1 year - 72 hours
 - > 8 years -- 144 hours
 - >15 years -- 216 hours

- C. Employees may carry over a maximum of one year of vacation accrual from one anniversary year to the next. Employees will forfeit any vacation leave over the maximum allowed, if not taken by the end of their anniversary date.

Section 2.

- A. Vacation leave will be taken at such time as the Fire Chief or his designee and employee mutually agree.

- B. All vacation requests must be submitted in writing, on a Vacation Leave Request Form, at least seven calendar days before the leave date for approval. Exceptions may be made at the discretion of the Fire Chief or his designee.

- C. Each year, on the employee's anniversary date of hire, the Employer will pay the employee for any vacation time that the employee was unable to use because the Fire Chief or designee denied the use of vacation due to Fire Department business needs, and there was not reasonable time to take the vacation. Employees must attempt to work out with their supervisor a schedule to take excess vacation.

- D. Conflicts in selection of vacation shall be resolved based upon seniority.

Article 24. Holidays

Position of the Parties

Union: The Township recognizes 6 holidays, and pays each employee an additional 12 hours pay, whether or not the holiday is worked. Employees who work a holiday receive 12 hours pay in addition to straight time for time worked. The Union proposes expanding the number of holidays to twelve, and holiday pay for those working to 24 hours.

Township: Current system. 6 holidays and 12 hours of holiday pay, in addition to time worked.

Discussion: Six holidays is well below the norm, and well below the number of holidays recognized by the State of Ohio. 12 hours pay compensates employees who work, and those who do not work, fairly. 40 hour employees receive 8 hours pay under Township regulations.

During the hearing, employees indicated a desire to add Christmas Eve to the holiday list. The Fact-Finder recommends that the Township work toward increasing the paid holiday list. Also, employees who are on vacation or sick leave should not be treated differently than those who are not scheduled. Accordingly, those employees should receive holiday pay in addition to sick pay or vacation pay. If the parties desire, they may work out a time-off provision in lieu of holiday pay, but that is a topic for further negotiation or for Labor/Management Conference.

Recommendation:

Article 24. Holidays

Section 1. Bargaining unit employees shall be entitled to the following paid holidays:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Thanksgiving Day	4 th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Starting in 2011, Presidents Day shall be added as a holiday

Section 2. Full-time employees who work on a holiday will receive twelve hours in addition to pay for time worked. Employees who are off on a holiday shall receive an additional twelve hours pay.

Section 3. Holiday pay will not be given while an employee is on an unpaid leave of absence.

Section 4. Holiday time will be paid to the employees whose shift, or tour begins at 0700hrs the morning of the actual day recognized in Section 1.

Article 25, Training

Position of the Parties

Union: The Union proposes an article which is rather well-thought out. It only requires the Township to pay for training that the Township mandates or recommends. Any other courses must be presented for approval. Reimbursable expenses include meals, tuition, parking and tolls and mileage, if a personal vehicle is used. The Union proposal would also require at least one outside training per employee per year.

Township: Township proposes no contract language on this issue, except that training is at the discretion of the Chief.

Discussion: The Union proposal is fair and a reiteration of current policy, except for the mandate of one outside training per year per employee. The proposal is recommended, with that exception. The Employer should maintain the right to determine what training is cost effective and necessary.

Recommendation:

Article 25. Training

Section 1. The Township shall compensate employees the full cost of Township approved required certification or training, unless such is provided by the Township at no cost to the employee.

Section 2. Employees who wish to attend an educational course not required for re-certification shall submit a request to attend the course to the Fire Chief or his designee in a timely manner. If attendance at such a course is approved, the Fire Chief or his designee may, at his discretion, determine whether the Township will pay for such a course and release the employee to attend.

Section 3. Employees attending any educational courses or training approved and required by the Township for re-certification will be reimbursed for necessary expenses such as meals, tuition, parking and tolls. If the employee is required by the Township to use their personal vehicle for transportation to and/or from the educational course, the employee shall be reimbursed at the rate per mile as authorized by the IRS at the time of travel.

Section 4. Any other training, such as in increase in certification level, may be reimbursed at the discretion of the Fire Chief.

Article 26, Contagious Diseases

Position of the Parties

Union: The Union proposal requires the Employer to provide training and equipment for preventing communication of communicable diseases which the employees, as EMT Paramedics, are subject to contact. Hepatitis B and Flu shots, and annual TB testing would also be required in this proposal. No timetables are set for training or equipment.

Township: The Employer proposes to move discussion and policy development to Labor/Management Committee.

Discussion: The Union stated that their proposal is merely a restatement of current policy. The Chief did not disagree with that assessment. Accordingly, the Union proposal is recommended.

Recommendation:

Article 26. Contagious Diseases

Section 1. The Township will provide training on 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 exposures to bodily fluids, accidental needle sticks or other possible sources of infection.

Section 2. The Employer will provide an inoculation for prevention of Hepatitis Type B, annual Flu shot, and/or other inoculations of this nature that become required during this Agreement.

Section 3. The Employer shall provide annual TB testing for all emergency response personnel according to current national standards.

Article 27. Payment at Separation

Position of the Parties

Union: The Union proposes that all leave other than Sick Leave (personal leave) be paid upon voluntary separation. An employee who dies, other than in the line of duty, receives payment for all accrued leave, and for sick leave based upon a schedule of service, from 2000 hours to 4,730 hours. The Township would pay to the beneficiary of an employee who dies in the line of duty, 100 percent of all accrued leaves to his/her credit, as well as the pay of the employee for three additional months.

Township: No provision. The Employer proposes that current policy be followed.

Discussion: Previously, this Fact-Finder recommended that personal leave be limited to 384 hours. Since this is the maximum accrual under this recommendation, more could not be paid. Recommended is payment for all accrued vacation and personal leave for employees who leave employment for any reason.

Recommendation:

Article 27. Payment at Separation

Employees shall be paid for all accrued unused personal leave and vacation upon separation of employment from the Township.

Article 28, Wages

Position of the Parties:

Union: The Union made a detailed presentation, presenting data from the SERB clearinghouse regarding wages of firefighters in surrounding townships. The data presented was dated March 12, 2009, and included ten townships with populations from a low of 6,298 to a high of more than 60,000. Only two townships were close to Stonelick, whose population is near 5,000; that of Tate and Hamilton. The rest had populations in five digits. This report showed starting rates (and top rate) for EMT-P in Tate of \$36,675, or \$14.79/hr, and Hamilton Twp. at \$34,000, or \$13.62/hr. Stonelick has a top rate of \$28,200 or \$11.30 per hour, more than two dollars per hour below even the lowest township in the area.

Also presented were the SERB clearing house reports on benefits showing that similar townships have time-off benefits which are equal or exceed those of Stonelick Township. The Union proposes a wage schedule, retroactive to January 2009, which would bring entry level pay to \$30,000 and EMT-P pay to \$35,000 starting to \$41,000 after 2 years. Lieutenant pay is proposed to start at \$41,000 and top out at \$47,000. Lieutenants currently receive a \$2,000 stipend above their current pay, payable half in January, and half in July.

The Firefighters presented an analysis of the Township's finances by Kelley Lopez of the national IAFF office, based upon the Township's annual financial audited report (CARF). The analysis points out that the Township has a growing carryover, increasing from \$120,000 in January, 2006 to nearly a half million dollars into the current fiscal year. Actual receipts have grown from \$217,900 to \$464,000 in the same period. Expenditures in the 2008 were considerably below income. The Fire Levy fund cash balance is also growing, from a balance of \$644,621 in FY '06 to \$1,056,700 in FY '08. She concludes that cash balances in the General Fund and Fire Levy Fund are considerably above those recommended by Moody's.

Township: The Employer proposes current schedule for 2009 with 1.5% increase in 2010, 1.75% in 2011 and 2.0% in 2012. In its pre-hearing statement, the Employer states that the future financing is uncertain, and it does not have the facilities to predict what finances will be in out years. No financial data, testimony on finances, or comparables was offered by the Township.

Discussion: It is apparent from the data presented that the Township is in sound fiscal condition. Cash balances are growing in both the general fund and the Fire Levy Fund, and are considerably above guidelines established by Moody's. The Firefighters are paid considerably below the level of their counterparts in the county and nearby counties. The Employer offers the argument that finances are uncertain in the future and large wage increases would put the Township in jeopardy. This Fact-Finder is mindful that receipts from real estate taxes are declining in the current year; however, in no time period is the future certain.

The Township offered no evidence of hardship, other than that of the Chief, who stated that employees' pay was frozen for 2009, and a reference to the County Auditor's comment that receipts from real estate taxes could be as much as twenty percent lower this year. No data on which that freeze was based, nor any other data from the County Auditor was offered into evidence. Accordingly, the data presented by the Firefighters must be given great weight since it is uncontroverted.

The Firefighters have requested a contract retroactive to January 1, 2009. As noted above, negotiations did not begin until later in 2009, so retroactive wages for a year, and which have not been budgeted, could have a negative impact upon the Township. Accordingly, this Fact-Finder recommends a three year wage schedule which starts in January 2010, and, therefore, a term of agreement for the same period.

With regard to wages, due to the position of this township's wages with respect to comparable wages in the area, I recommend a wage increase of 5.0% in the first year, and 4.0% in each of the following years. Lieutenants wages are recommended to be on a schedule, rather than a stipend, so that overtime will be calculated appropriately. The \$2,000 stipend is inadequate for a supervisory employee. I recommend that lieutenants receive \$1.00/hr. above that of the highest EMT-P, and that Township Fire Inspector receive \$.75 above the schedule. I do not recommend a revision of the entire firefighter pay schedule as proposed by the Union, but rather continuing the current schedule for the duration of this agreement.

Recommendation:

Article 28. Wages

Section 1. The following annual rates of compensation are established beginning 0700hrs on January 1, 2010:

<u>Classification</u>	<u>Base</u>	<u>EMT-B</u>	<u>EMT-1</u>	<u>EMT-P</u>
Fire Fighter	\$9.98	10.29	10.50	10.82
Fire Fighter 1	\$10.50	10.82	11.13	11.45
Fire Fighter 2	\$10.82	11.13	11.45	11.87

Section 2. Employees shall receive a general wage increase added to the wage table listed in Section 1 of four percent (4.0%) effective beginning 0700hrs on January 1, 2011, and an additional four percent (4%) effective beginning 0700hrs on January 1, 2012.

Section 3. Employees in the classification of “Township Fire Inspector” shall receive seventy-five cents (\$0.75) above the schedule above, and employees in the classification of Shift Lieutenant shall receive one dollar (\$1.00) above the above schedule.

Article 29, Insurance

No opposition by the Township was voiced to the Union’s proposal. Both parties agreed that the language proposed is for all intents and purposes, the status quo. No objection was voiced to the provision that changes in insurance are arbitrable. Accordingly, the Fact-Finder recommends the Union proposal.

Recommendation:

Article 29. Insurance

Section 1. All employees shall be offered, at their option, Major Medical, Accidental, Health, Dental, and Life Insurance as provided herein.

Section 2. The Township shall provide coverage with like benefits to those currently in effect for the life of this Agreement. The Township agrees to provide for a Health Care Savings Account (HSA) in which the rates are as follows:

Township Provides – Seventy-five (75) percent of the yearly deductible

Employee provides - Twenty-five (25) percent of the yearly deductible

If the Township desires to make changes in providers or coverage’s in the plan/policy, they shall give sixty (60) days notice to the Union of any proposed change in such benefits or other material changes to insurance coverage. Upon receiving said notice and

upon request from the Union, the Township will meet with representatives of the Union within ten (10) days to meet and confer regarding the proposed changes. In the event the parties are unable to reach agreement on the proposed changes at the end of the sixty (60) day period, the parties shall submit the dispute to the grievance procedure contained within this Agreement starting at Step 4.

Section 3. During the open enrollment period prior to the beginning of a plan year, employees may elect not to accept the health insurance coverage, as provided for within this agreement. Employees providing such written notice during the plan selection period of not continuing or declining the health insurance coverage shall receive fifty (50) percent of their respective monthly insurance deductible, each pay period of the plan year, for not accepting the health insurance coverage. Reenrollment into the health insurance plan shall be in accordance with the plan document.

Article 30, Probationary Period

Position of the Parties

Position of the Union: Initial probationary period of 6 months, as is current policy, should continue. Six months on promotion should also continue, with the right of the employee to return to his/her former position if the employee is not successful.

Employer position: Change probationary period to one year for initial hires, and six months for promotional probation.

Discussion: The Employer's position of increasing the initial probationary period to one year has merit for safety forces. The training time is prolonged and a year is sufficient time for the Employer to observe the employee as he/she is exposed to a majority of the duties. The Fact-Finder does not recommend extension of the probationary period without the mutual consent of the Union, and recommends that discipline other than discharge be grievable, but not to arbitration.

Recommendation:

Article 30, Probationary Period

Section 1. All newly hired Employees covered under this agreement, including re-hired Employees, must serve a probationary period of 12 months. The Employer, with the consent of the Union, may extend the probationary period for up to an additional 6 months to determine the fitness of an Employee to perform the job. The Employer will provide the Employee a written letter stating the Employee has successfully completed the Employee's employment probationary period.

Section 2. During the initial employment probationary period, the Employer, at its sole discretion, may discharge or otherwise dismiss the probationary Employee. The Union and the Employee will have no right to challenge the discipline, discharge or dismissal under the arbitration procedure of this Agreement.

Section 3. The Employer will consider any permanent Employee promoted to the rank of Shift Lieutenant as a promotional probationary Employee. A promotional probationary Employee must successfully complete a probationary period of six months before the Employer will permanently appoint the Employee to the new classification. The Employer, with the consent of the Union, may extend the promotional probationary period for up to an additional 6 months to determine the fitness of the Shift Lieutenant to perform the job. During the promotional-probationary period for Shift Lieutenants, the Employer will return the Employee to his previous rank if the promotional-probationary period is not successfully completed or the Employee desires to voluntarily return to the previous rank and pay grade. The Employer will provide the Employee a written letter stating the Employee has successfully completed his promotional-probationary period.

Article 31, Drug and Alcohol Testing

Position of the Parties

Union: The Union's proposal contains provisions for reasonable suspicion and post accident testing, but not random. An employee who tests positive has the right to go through rehabilitation rather than discharge.

Township: The Employer's proposal contains a provision for random testing, but presented what is a policy, rather than contract clause. It contains clauses such as, "We will store all records.....", and "We will use the information..."

Discussion: The Employer's proposal is not in what would generally be considered contract language, as required by the State Employment Relations Board in its Fact-Finding Hearing and Report Guidelines (revised January, 2008). The Union's proposal is more fitting to a labor agreement, but it is apparent that little or no discussion on this major topic occurred during negotiations.

Recommendation: Drug-free workplace policies are complex, and considerable discussion and compromise may be necessary to develop a plan which is acceptable to both parties, and which works well for the size and make-up of the department. Any proposal which this Fact-Finder would make would necessarily be a hybrid between the Union's proposal, and the Employer's policy proposal, and would most probably not work well toward its intended result. Accordingly, I recommend no Drug Free Workplace article in the agreement at this time, and recommend that the parties work to find an mutually agreeable policy during the term of this agreement.

Article 32, Vacancies

Position of the Parties

Union: The Union proposes a clause which requires that the Employer fill any vacancy which occurs within 120 days of becoming vacant, and that permanent vacancies be posted for a minimum of 30 days.

Township: The Employer proposes an article which contains a provision for posting and selection based skill, experience and ability to perform.

Discussion: This is a three person department, with one lieutenant position. Promotional issues have been addressed under Article 11, above. It would be extremely difficult for

an employer to reduce the size of a department by attrition necessitated by a budget crisis with language proposed by the Union.

Recommendation: No “Vacancies” article.

Article 33, Transfers

During discussion, the Fire Chief had no objection to the Union’s proposal.

Recommendation:

Article 33. Transfers

Section 1. In the event of a job opening due to the promotion, transfer, demotion, retirement or demise of an employee, which requires the opening be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

Section 2. Any employee, who is being transferred to a different shift, shall be given thirty (30) days written notice, except in cases of emergency, when notice shall be given as far as possible in advance of the transfer to a different shift.

Section 3. For the convenience of the Township, temporary assignment to a vacant position due to illness, unanticipated absence, or death, or for other reasons determined by the Township to be necessary, may be made, when possible, with seventy-two (72) hours written notice, except in emergency cases. Any such temporary assignment, however, shall not be for duration in excess of sixty (60) days.

Article 34, Staffing

Position of the Parties

Union: Require a minimum of four firefighters on duty at all times, including one officer. The Township would be required to call in firefighters on overtime to maintain minimum staffing. Two firefighters would be required on each piece of apparatus at

most times. The Department would be required to comply with OAC 4123:1-21-07, which law contains OSHA recommendations for the number of firefighters present when a burning structure is entered.

Township: A staffing provision interferes with management rights, and management must have full autonomy on staffing issues.

Discussion: The Chief indicated during the hearing that he has requested additional full-time firefighters be added to the staff, but the Board of Township Trustees have yet to act upon his request. He stated that the department does comply with OSHA recommendations, and relies upon mutual aid to help fight fires of any consequence. Adoption of the Union's proposal would necessitate immediate hiring of at least three additional firefighters. This would double the number on duty at present. Such a dramatic increase would be difficult to manage, and would not be possible to accomplish by the start of this agreement, and difficult to accomplish during the three years of its proposed duration. I do not favor contract articles which state that management has the right to do ".....", since management has that right with or without such a clause. Accordingly, I recommend no staffing article in the agreement at this time.

Recommendation:

No staffing provision

Article 35. Working Rules and Policies

During discussion, the Union had no objection to the Employer's proposal.

Recommendation:

Article 35. Working Rules and Policies

Section 1. The Employer will have the right to, in connection with the function of maintaining discipline and directing the work force, to publish, amend and implement

rules of conduct, regulations, Standard Operating Procedures (SOP's), and policies and procedures. Except in emergency situations, the Employer will post on the Fire Chief's bulletin board—at least 14 days before the effective date—new or modified rules of conduct, regulations, SOP's and policies and procedures. The Employer will also mail a copy of the new or modified rules of conduct, regulations, SOP's and policies and procedures to the Union on the same day it's posted on the Fire Chief's bulletin board.

Section 2. The Employer will maintain current copies of all rules of conduct, regulations, SOP's, Employee Handbooks and other policies and procedures used by the Stonelick Township Fire Department in each manned fire station. The Employer will provide each Employee the current rules of conduct, regulations, SOP's, and policies and procedures within 60 days of the start date of this Agreement.

Article 36. Required Certifications

Position of the Parties

Union: The article requires employees to maintain certifications required by law, and grants to the Fire Chief the right to waive certification where appropriate for a period of time.

Employer: Article is not necessary.

Discussion: The Union proposal adds nothing to the relationship between the parties. It merely restates law and grants discretion to the Chief to waive, which discretion he now has under law.

Recommendation:

No "Required Certifications" article.

Article 37. Severability/Agreement Complete

The proposals of the Union and Employer are nearly identical in operation, except that the Employer's Section 2 and 3 act as a "zipper clause". The Fact-Finder recommends

the Employer proposal as being more complete. Since there has been no evidence or testimony of previous “sidebar agreements”, I recommend that the last sentence of Section 3 be deleted.

Recommendation:

Article 37. Severability/Agreement Complete

Section 1. If any provisions of this agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions or parts of this agreement will remain in full force and effect. Upon notice by either the Employer or the Union and within 15 calendar days following a court declaration that a provision of this Agreement is invalid, the parties must meet and confer regarding the invalid provision. If the Employer and the Union cannot agree on a modification to the Agreement that addresses the invalid provision after 30 calendar days following the initial meeting, for purposes of the current Agreement the matter is closed. The matter will become a subject of bargaining upon reopening negotiations for a successor agreement.

Section 2. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, fringe benefits and working conditions, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3. This Agreement, including any other documents incorporated in it, is complete in writing. The Employer and the Union may amend this Agreement only by an instrument in writing signed by the Employer and the Union. An amendment may be effective during the term of this Agreement.

Article 38. Successor Agreement

Position of the Parties

Union: The Union's proposal would bind any future employer, who through merger, annexation or transfer, would take charge of the department, to the provisions of the agreement.

Employer: The agreement is not binding on any successor employer.

Discussion: Employees are understandably concerned since the Township took over the Village department, and wiped out all previous seniority and benefits. However, interlocking successor clauses by departments could work to make any future merger impossible. In the event of a merger, there is no question that employees would have the right to negotiate over the terms of any merger or sale which impacted upon their "wages, hours or other terms and conditions of employment". Accordingly, this Fact-Finder does not recommend that a successor agreement be included in this agreement.

Recommendation:

No "successor" clause.

Article 39. Duration of Agreement

As previously discussed under "Wages", this Fact-Finder recommends a three year agreement, beginning January 1, 2010. The Employer's proposal is recommended with appropriate dates inserted, and removal of the clause regarding the expiration of the agreement should the parties not notify each other. This issue is addressed in Ohio's collective bargaining law.

Recommendation:

Article 39. Duration of Agreement

This Agreement shall be effective as of January 1, 2010, and will remain in full force and effect through midnight December 31, 2012. 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 calendar days

prior to the expiration date of this Agreement. Unless otherwise agreed, the parties will commence negotiations within two calendar weeks upon receiving notice of intent.

Article 40, Trading Shifts

Position of the Parties

The parties agreed during negotiations that the current shift trading policy works well, and is contained in a Standard Operating Procedure of the Department, and that no contract clause is necessary.

Recommendation:

No "Trading Shifts" clause.

Article 41, No Strike/No Lockout

Position of the Parties

There is little difference between the Union and Employer position, and both mirror Ohio's collective bargaining law. The Union's proposal refers any dispute as to strike or lockout to an arbitrator. Since the collective bargaining law has a provision for resolution of such claims, I recommend deleting Section 5 of the Union's proposal.

Recommendation: The Union's proposal is recommended.

Article 41. No Strike/No Lockout

Section 1. Inasmuch as this Agreement provides the machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for uninterrupted services to the citizens of Stonelick Township, Ohio. Therefore;

A. The Association agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or work slow down by its members.

B. When the Employer notifies the Association and/or IAFF in writing by certified mail or by personal delivery that any of the employees covered hereunder are engaged in

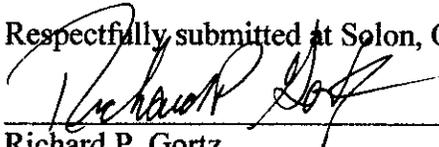
any prohibited activity as set forth in this Article, the Association and/or the IAFF shall immediately order such employee(s) to resume work activities and/or return to work and shall additionally publicly announce that the strike or work stoppage is unauthorized.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who are found to have violated Section 1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 3. In the event any employee or group of employees of the Stonelick Township, other than employees covered by this Agreement, engage in any interruption of the Employer's business by way of strike or work stoppage of any kind, employees hereunder shall continue to perform emergency services, as long as they can reasonably do so without being at risk to injury.

Section 4. The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of any employee covered hereunder.

Respectfully submitted at Solon, Ohio, this 4th day of December, 2009:



Richard P. Gortz
Fact-Finder

Proof of Service

I, Richard P. Gortz, do certify that an exact copy of this Fact-Finding Report has been sent by FedEx courier on this 4th day of December, 2009 to the following:

State Employment Relations Board
65 East State Street, 12th Fl.
Columbus, OH 43215

William E. Quinn, Jr.
OAPFF
650 Alpine Place
Trenton, OH 45067-9660

Brian Wakefield, Esq.
Taft, Stettinius & Hollister, LLP
110 North Main Street, Suite 900
Dayton, OH 45402



Richard P. Gortz

December 4, 2009
Date

APPENDIX A

TOWNSHIP PROPOSALS

Article 5

REPRESENTATION AND UNION BUSINESS

Section 1. Employee Representatives

The Union may select two Employee Representatives (ER). The Union will identify the names of these ERs to the Employer in writing. The Union will keep the list of ERs current at all times. This section applies only to Employees whom the Union has identified to the Employer as ERs before that Employee seeks release from work to serve as an ER.

- A. An aggrieved Employee, at the Employee's request, may have one ER act as Employee's representative to assist that Employee regarding a grievance filed by the Employee.
- B. The Employer will permit the ER involved reasonable time to investigate and process grievances on a no-loss, no-gain basis. The ERs are not eligible for overtime pay for the time spent investigating or processing grievances. The ERs involved will schedule their activities to minimize their impact on the Employer's operations.
- C. Before undertaking any activity on behalf of an aggrieved Employee, the ER involved must inform the ER's supervisor of the grievant's name and work location. The Employer is not required to release any person pursuant to Section 1B who was not previously designated an ER by the Union.
- D. Except as provided in Section 1B above or as required to participate in meetings or arbitrations, ERs must not conduct Union business on the Employer's time, nor will it interfere with the performance of any Employee's job duties.

Section 2. Union Business or Staff Representative (UR)

The UR may consult with Employees in the assembly area before the start of and at the completion of the day's work. With the approval of the Fire Chief or Township Fiscal Officer and with 24 hours' notice, the Employer will permit the UR access to work areas at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions of the Agreement. The Employer may waive the 24-hour notice requirement when necessary. The Employer will not unreasonably deny a waiver of the 24-hour notice period. The UR representative must contact the Fire Chief or designee before entering the area. This privilege is extended subject to the understanding that the UR representative must not impede or otherwise interfere with any Employee's performance of job duties.

Section 4. Union Leave

Subject to the approval of the Fire Chief, the Union President may have up to 48 hours of an unpaid leave of absence per calendar year to attend Union training functions. This leave must be taken in increments of four hours. The Union must request the leave at least 14 calendar days before the leave is to start.

Section 5. Meetings

The Employer will permit the Union to conduct Union meetings or elections at the 2541 US 50 Fire Station with prior notification and approval by the Fire Chief. The Employer must not unreasonably deny this provision of the Agreement.

Article 6 **MANAGEMENT'S RIGHTS**

Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the Employer and the Fire Chief as the Employer's Appointing Authority retain all rights and authority to manage, direct, and control the operation of the Fire Department to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management. Management's Rights include, but are not limited to, the following:

12. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards or services, its overall budget, utilization of technology, and organizational structure;
13. Direct, supervise, evaluate or hire Employees;

14. Maintain and improve the efficiency and effectiveness of department operations;
15. Determine whether a job vacancy is filled;
16. Determine the duties to be included in all job classifications, and the standards of quality and performance that Employees must maintain to be consistent with Fire Department operations;
17. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain Employees, or lay off Employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
18. Determine the adequacy of the workforce;
19. Determine the overall mission of the Employer as a unit of government;
20. Effectively manage the workforce;
21. Take actions to carry out the mission of the department; and
22. To maintain security of all Employer's records and other pertinent information.

Article 7

UNION DUES

Section 1.

The Employer agrees to deduct Employee union membership dues once each pay period, not to exceed two pay periods per month, from the pay of any eligible employee in the collective bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Employee or his designated representative. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.

The Township payroll clerk will send a check to the Union via U.S. mail for the union dues collected by the seventh day of the month following the month in which the dues were collected. The Union will provide all required information to the Township payroll clerk to facilitate the transfer of Union dues to the Union. Except as otherwise provided in this Article, each eligible employee's written authorization for dues deduction must be honored by the Employer for the duration of this Agreement or until an Employee submits a written revocation of the dues deduction authorization to the Employer or until such time the Employer/Employee relationship ends (termination, layoff, or an unpaid leave of absence).

Section 3.

The Union and Employees agree to indemnify and hold harmless the Employer against any liability whatsoever in connection with the operation of Section 1 of this Article.

Section 4.

The rate at which dues the Employer will deduct dues will be certified to the Employer or designee by the IAFF Local 4558 Treasurer. At least thirty days advance notice will be given to the Township or designee before the Union makes changes in an individual's dues deduction.

Article 8

DIRECT DEPOSIT

The Employer—at its discretion—may elect to implement a direct deposit program for Employees.

Article 9

SENIORITY

Section 1.

Seniority is defined as an Employee's length of continuous full-time regular service from the Employee's most recent date of hire. When Employees are tied for seniority by their date of hire, the tie will be broken by the Employee's date of birth. The oldest Employee has the most seniority.

Section 2.

Probationary Employees have no seniority rights. Upon completion of the probationary period, the Employer will calculate the Employee's seniority date from the date of hire.

Section 3.

Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an Employee to receive benefits provided to those on the active payroll.

Section 4.

Seniority and the employment relationship end when an Employee retires, resigns, or is discharged for just cause. In addition, an Employee will lose seniority when laid off in excess of 12 months or an absence from work for non-job-related illness or injury in excess of six months or duration of accrued sick leave, whichever is longer.

Section 5.

Annually, the Employer will provide the Union a seniority list showing the continuous service of each Employee.

Article 10

LAYOFF AND RECALL

Section 1.

When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer must notify the affected Employees 21 calendar days in advance of the effective date of the layoff or job abolishment. The Employer will notify Employees of the Employer's decision to implement any short-term layoff, lasting 72 hours or less, as soon as possible.

Section 2.

The Employer will lay off Employees in accordance with their seniority. Employees with the least seniority will be laid off first.

Section 3.

The Employer will place laid off Employees on a recall list for a period of 12 months. If there is a recall, the Employer will recall Employees who are still on the recall list in the inverse order of their layoff, provided they are presently qualified to perform the work without further training. Employees may elect to receive from the Employer any accrued, but unused vacation or personal days at the beginning of the layoff period or at the end of 12 months. Employees who are laid off for more than 12 months are considered terminated.

Section 4.

The Employer will send notice to the Employees by registered mail, return receipt requested, to the last mailing address provided by the Employee. The Employer will send the Union a copy of the notice by regular mail.

Section 5.

The recalled Employee will have seven calendar days following the date of delivery to the Employee's last known address to notify the Employer of the Employee's intention to return to work. The Employee must return to work on the date and time specified in the notice unless the Employer and Employee agree to a different date and/or time.

Section 6.

If the Employer abolishes a bargaining-unit member's job or an Employee suffers because of a reduction in staffing, and if the Employee possesses the immediate skills and abilities and any certifications or licenses required to perform and hold a position in the Employee's classification, the Employee may bump a less senior Employee in that classification.

Article 11

PROMOTIONS

The Fire Chief—at his discretion—will determine the eligibility criteria and the process for promotions. At a minimum, the Fire Chief and at least one other person (another Fire Chief from the surrounding area) must interview prospective fire fighters who are eligible for promotion.

Article 12

PERSONNEL FILES

Section 1.

Employees who wish to review their personnel file should contact the Township Fiscal Officer. With three business days' notice (for purposes of this Agreement, business day is Monday through Friday 9:00 a.m. to 4:00 p.m.), Employees may review their personnel file in the Employer's offices and in the presence of the keeper of the records. A personal representative of the Employee's choice may accompany the Employee for a records review.

Section 2.

Upon request, the Employer will provide Employees a copy of any record in their file. In addition, an Employee may compile and date a list of the documents found in the Employee's personal file and insert a copy of that list in the file. An Employee may submit a written request to correct errors contained in the personnel file.

Article 13

BEREAVEMENT LEAVE

Section 1.

When an Employee experiences the death of an immediate family member, the Employer will grant the Employee a leave of absence of three business days with 36 hours of pay. If the Employee requests additional time, the Employer—at its discretion—may grant the additional time as an unpaid leave of absence. The Employee may use personal leave for any time granted beyond the three business days.

Section 2.

Immediate family is defined as spouse, child, step-child, foster child, grandchild, mother, step-mother, father, step-father, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparents, legal guardian, an ex-spouse (if there are living children from the marriage) or other person who stands in the place of a parent.

Article 14

PERSONAL LEAVE

The Employer, at the beginning of each calendar year will grant employees 72 hours of personal leave. Employees may take their personal leave in increments of four hours. The Employer will permit Employees to accumulate up to 192 hours of personal leave. Employees with 192 hours of personal leave may use these hours under the Township's long-term disability insurance plan.

Article 15

COURT/ADMINISTRATIVE HEARING LEAVE

Section 1.

The Employer will grant paid leave to an Employee when a court of competent jurisdiction summons the Employee for jury duty.

Section 2.

The Employer will grant paid leave to an Employee when any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses subpoenas the Employee to appear before that court, commission, board, or other legally constituted body. This Section does not apply if the Employee is a party to the action or proceeding involved or is subpoenaed as a result of secondary employment outside the service of the Employer.

Section 3.

Employees released from jury duty or a subpoena will return to work if the Employer had scheduled the employee for duty on that day.

Article 16

INJURY ON DUTY

Employees injured on duty will be eligible for workers' compensation in accordance with the Bureau of Workers' Compensation laws of the State of Ohio.

Article 18

HOURS OF WORK AND OVERTIME

Section 1. Introduction

The Fire Chief or his designee will establish the regularly scheduled work hours and work periods for Employees. The Employer will calculate all work periods in accordance with the Fair Labor Standards Act and its Regulations as set forth by the Department of Labor. The standard workday for Employees will be a 24 hour shift after which the Employee is scheduled off work for 48 continuous hours. Employees are paid on a 14-day cycle in which the Employee does not earn overtime until the Employee works more than 106 hours in the 14-day period.

Section 2. Overtime

The Employer will calculate overtime in accordance with the Fair Labor Standards Act and its Regulations.

Section 3. No Pyramiding

The Union will not construe this Agreement to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 4. Mandatory Overtime

Employees will work at such time or times (including, without limitation, in overtime situations) as directed by the Fire Chief or his designee. Unless otherwise directed, and as a matter of procedure, the Fire Chief or his designee will institute mandatory overtime when the Fire Chief—at his discretion—determines that a manpower shortage exists.

Article 19

GRIEVANCE PROCEDURE

Section 1. Introduction

- A. The Employer, the Union, and the Employees support and subscribe to an orderly method of adjusting grievances. For this reason, the following procedure is established. This grievance procedure has as its objective the promotion of good Employer and Employee relations by providing an orderly appeal process.
- B. The grievance arbitration procedure is not available to Employees serving their initial probationary period. Any Employee, however, may meet with the Fire Chief to discuss a perceived problem.
- C. Promotional probationary Employees will have full appeal rights through the grievance procedure should they feel the Employer did not have just cause to return them to their previous rank.

Section 2. Definitions

- A. Administrative Day: Monday through Friday excluding holidays.
- B. Working Day: The signing grievant's scheduled "working day." Working day does not include approved vacation, personal day or compensatory days.
- C. Day: A calendar day.
- D. Grievance: Any dispute, difference, or complaint between the Union or an Employee and the Employer concerning the interpretation, application or alleged violation of any provision of this Agreement.
- E. Group Grievance: Grievances involving more than one Employee who alleges a violation or matter for grievance that occurred at the same date and time and who seeks remedy may file one grievance form listing all their names. All such grievances will be designated as a "group grievance" and they will exclude any other persons not listed by name in the original grievance after the filing date.

Section 3. Time Limits to be Followed

- A. All parties will follow the time limits established in the grievance procedure. If the person filing the grievance, or the Union, fails to present a grievance in time, or to advance it to the next level in the prescribed time limits, the grievance will be considered withdrawn. If the time procedure is not followed by the Employer, the grievance will automatically advance to the next level.
- B. Time limits established in the grievance procedure may be extended by mutual agreement between the Employer and the Union provided the extension is reduced to writing and the period of extension is specific.

Section 4. Grievance Forms

- A. Employees will use only the grievance forms supplied by the Union for filing grievances. All formal grievances will be in writing and specify the article or section of the Agreement alleged to have been violated.

Section 5 . Grievance Process

STEP 1 - INFORMAL DISCUSSION

- A. The Employee must meet and informally discuss the issue that would cause the filing of a formal grievance with the Fire Chief before filing a formal grievance. The Employee has 10 administrative days from the incident or event that prompts the grievance in which to initiate the grievance process. Both parties must make an honest and earnest effort to resolve the issue.

The Employee must personally present a written request to the Chief for an informal discussion.

Unless the parties otherwise agree, the Chief must meet and informally discuss the issue within five administrative days of receiving the Employee's written request.

- B. The Chief will have five administrative days after the informal discussion to give the Employee a written decision of the informal meeting resolution.

If the informal discussion results in an unsatisfactory resolution, the Employee may then file a formal grievance beginning at Step 2 of the grievance procedure. The Employee must file the formal grievance within five administrative days of receiving the Chief's written decision of the informal discussion. The day the Employee receives the written decision counts as day one.

STEP 2 – Fire Chief

- A. An Employee who desires to file a formal grievance must personally present a completed grievance form to the Chief or designee documenting the facts and contract violation and signed by the grievant. This will initiate the formal grievance process. This must occur within five administrative days of receiving the Chief's written decision of the informal discussion. If the grievant does not appeal the Step 1 decision within the five administrative days, the grievance will be considered withdrawn. The Fire Chief will keep a copy of the withdrawn grievance on file.

Upon receiving the grievance, the Chief or designee must write his name, rank, date and time on the grievance form in the proper location. This information will be used as verification concerning grievance time limits. The grievant will receive a copy of the grievance form.

The Chief will have five administrative days, upon receiving the grievance, to meet with the grievant in an attempt to resolve the grievance. The grievant may have a Union representative present during this meeting.

The Chief, Assistant Chief and the grievant must discuss the facts or alleged contract violation at this meeting in an attempt to successfully resolve the grievance.

- B. The Chief will have five administrative days after the meeting with the grievant to issue a written recommendation. The Chief must document his findings on the grievance form.
- C. If a satisfactory resolution is made resolving the grievance, the grievant must sign and date the grievance form. The original grievance form will be forwarded to the Chief to keep on file. The grievant will receive a copy of the grievance form for the grievant's records.

If the grievant rejects the recommendation and desires to pursue the grievance, he may appeal to Step 3, within five administrative days of receiving the grievance from the Chief. The day the grievant receives the grievance back counts as day one.

STEP 3 – Board of Trustees (Employer or Board)

- A. If the formal grievance is not resolved in Step 2 and the grievant desires to pursue the grievance, he must personally present the Township Fiscal Officer or designee with a copy of the *Grievance* Form within five administrative days of receiving the Step 2 decision. If the grievant does not appeal the Step 2 decision within the five administrative days, the grievance will be considered withdrawn and filed as per Section 3 of this article.

The Township Fiscal Officer or designee will accept the grievance and forward it to the Employer. The person accepting the grievance must write his or her name, title, date and time on the original grievance form upon receiving it. This information will be used as verification of the meeting and documentation concerning grievance time limits. The grievant will receive a copy of the grievance form.

- B. The Employer will have ten administrative days, upon receiving the grievance, to meet with the grievant in an attempt to resolve the grievance. The Employer will hear the appeal in either open or executive session, as provided by law.

The Board and Fire Chief will meet with the grievant to discuss the facts or alleged contract violation in an attempt to successfully resolve the grievance. The grievant may have a Union representative present during this meeting.

The Board will have ten administrative days after the meeting with the grievant to issue a written recommendation. The Board must document its findings on the grievance form.

- C. If a satisfactory resolution is made resolving the grievance, the grievant must sign, date and time the grievance form. The original grievance form will be kept by the Chief on file. The grievant will receive a copy of the grievance form for the grievant's records.

If the grievant REJECTS the recommendation and desires to pursue the grievance, he may appeal to Step 4.

STEP 4 – Arbitration

- A. If the grievance is not resolved in Step 3 and the grievant desires to pursue the grievance, the Union may refer the grievance to final and binding arbitration within 14 days after the issuance of the Board's decision.
- B. The Union and the Employer or designees will jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.
- C. The arbitrator will act in a judicial, not legislative capacity and will have no right to recommend or amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He will only consider and make a decision with respect to the specific issue submitted, and will have no authority to make a decision on any issue not submitted for the arbitrator's consideration. Additionally, two or more grievances may not be joined or

consolidated for hearing except upon agreement of the Union and the Employer.

- D. In the event the arbitrator finds a violation of the terms of this Agreement, the arbitrator will fashion an appropriate remedy. Unless the parties agree to a written time extension, the arbitrator will submit, in writing, the arbitrator's decision within 30 days following the close of the hearing. The arbitrator's decision will be final and binding upon the Union, the Employer, and the grievant and all Employees.
- E. The fees and expenses of the arbitrator will be divided equally between the Board and the Union. In all cases, each party will be responsible for compensating its own representatives and non-employee witnesses.
- F. If either party withdraws the grievance after a request for arbitration, that party will be responsible for paying all fees relating to the cancellation, including administrative fees and fees billed by the arbitrator.

Article 21

UNIFORMS

The Employer will provide all Township required uniforms, protective clothing, and Personal Protective Equipment (PPE) to all Employees. The Fire Chief will determine when uniforms, protective clothing, and PPE are no longer usable, and the Employer will replace them.

Article 22

DISCIPLINE

Section 1.

The Employer will discipline Employees only for just cause. When, however, the Employer disciplines an Employee, the Employer must initiate the discipline no later than 30 business days following knowledge by the Employee's immediate supervisor or designee of the events upon which the Employer bases the discipline. This time limit may be waived by mutual agreement of the Employer and the Union.

Section 2.

Corrective counseling, whether verbal or written, is not discipline. Corrective counseling may include, but is not limited to, performance improvement plans, letters of caution, letters of reprimand, and final written warnings. Nothing in this Article will be construed to create an Employer duty to follow a progressive corrective counseling process. The Employer, at its discretion, will choose the appropriate corrective counseling tool. The Employer must provide the Employee a copy of any written counseling tool placed in the Employee's personnel file. The Employer may consider written counseling for disciplinary purposes for one year from the date the Employer places the counseling in the Employee's personnel file. After one year, the Employer will remove the corrective counseling document from the Employee's active file and place it into an inactive personnel file.

Section 3.

Discipline must involve a suspension, demotion, or the termination of employment. Generally, the Employer will follow the principles of progressive discipline. The Union, however, recognizes that certain offenses, by their nature, may be severe enough to require immediate discharge. The Union also recognizes that the Employer rarely uses demotions as a form of discipline. When the Employer proposes to suspend, demote, or discharge an Employee, the Employer may place the Employee on administrative leave with pay pending the Employer's final decision. Before imposing a suspension, demotion, or discharge, the Employer must deliver a copy of the Charges and Specifications to the Employee and a Employee Union Representative or the Union Business Representative. Before a final decision is made, the Employer must offer the affected Employee an opportunity to respond to the charges in a pre-disciplinary conference conducted by the Employer.

Unless otherwise agreed, the Employer must schedule the pre-disciplinary conference no more than 10 business days after the Employer issues the written

charges. Pre-disciplinary conferences permit an Employee accused of misconduct to state the Employee's version of events before the Employer acts. These conferences are not formal hearings. The Employer and the Union may present up to four witnesses during the pre-disciplinary conference. Upon good faith discussion with the Union, the calling and examination of more than four witnesses will be at the discretion of the Employer. In any pre-disciplinary conference, the Employee may be represented by a Union representative who is not also being considered for discipline arising out of the same facts and circumstances as the Employee for whom the pre-disciplinary conference was set.

Nothing in this Article will be construed to create an Employer duty to follow a progressive discipline process. The Employer, at its discretion, will choose the appropriate discipline.

Section 4.

Discipline may be appealed by the Union through the grievance and arbitration procedure set forth in this Agreement. The Union must introduce the discipline grievance at Step 3. The Employer will hear corrective counseling grievances at Step 1 of the grievance procedure.

Section 5.

When the Employer disciplines an Employee, the Employee will have five business days (Monday through Friday from 8:00 a.m. to 4:30 p.m.) from the date of the Employer's decision to impose suspension, demotion, or discharge in which to file a grievance. The Employer's decision to impose discipline comes after a pre-disciplinary hearing and Employee will only have five business days to enter the grievance at Step 3.

Section 6.

Any time the Employer conducts an investigatory meeting with an Employee for the purpose of determining whether or not the Employee has committed an infraction which could result in discipline (suspension, demotion, or discharge), the Employee will be entitled, upon the Employee's request, to have a steward or designee present.

Section 7.

Any documentation related to suspensions or demotions will remain in the Employee's records and files. After two years from the date of a suspension or demotion, the Employer will not consider the suspension or demotion in future discipline. After two years from the date of discipline the Employer will remove

the disciplinary document(s) from the Employee's active personnel file and place it into an inactive personnel file.

Article 23

VACATION

Section 1.

- A. Employees accrue vacation time based on the employment anniversary date with the Employer.
- B. Vacation will be accrued as follows:

Years of Svc.	Total Hrs/Year
>1 Year	60
> 8 Yrs	120
> 15 Yrs	180

- C. Employees will automatically carry over a maximum of one year of vacation accrued. Employees will forfeit any vacation leave over their maximum allowed, if not taken by the end of their anniversary date.

Section 2.

- A. Vacation leave will be taken at such time as the Fire Chief or his designee and employee mutually agree.
- B. All vacation requests must be submitted in writing, on a Vacation Leave Request Form, at least seven calendar days before the leave date for approval. Exceptions may be made at the discretion of the Fire Chief or his designee.
- C. Each year, on the employee's anniversary date of hire, the Employer will pay the employee for any vacation time that the employee was unable to use because the Fire Chief or designee denied the use of vacation due to Fire Department business needs. Employees will not be paid for unused vacation where there was a reasonable opportunity to use the vacation before the employee's anniversary date.

Article 24

HOLIDAYS

Section 1.

The Employer will pay all bargaining-unit employees twelve hours of holiday time (straight time) for each approved holiday. The six approved holidays are as follows:

New Year's Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

Section 2.

If an employee works on the holiday, in addition to the 12 hours pay in Section 1 above, the Employer will pay the employee straight time for the 24 hour shift.

Article 25

TRAINING

The Employer--at its sole discretion--will determine training requirements.

Article 26

CONTAGIOUS DISEASE

The Employer will work through the Labor Management Committee to develop the proper policies and protocols for bloodborne pathogens as well as other contagious disease risks.

Article 27

PAYMENT AT SEPARATION

The Employer will continue its current policies for payment at separation.

Article 28

WAGES

Section 1.

STONELICK FIRE AND RESCUE WAGE TABLE

	BASE	EMT-B	EMT-1	EMT-P
FIRE FIGHTER	\$9.50	\$9.80	\$10.00	\$10.30
FIRE FIGHTER 1	\$10.00	\$10.30	\$10.60	\$10.90
FIRE FIGHTER 2	\$10.30	\$10.60	\$10.90	\$11.30

Section 2.

- A. Employees will receive a general wage increase of 1.5% effective January 1, 2010.
- B. Employees will receive a general wage increase of 1.75% effective January 1, 2011.
- C. Employees will receive a general wage increase of 2% effective January 1, 2012.

Section 3.

Employee printed checks will be distributed every other Wednesday.

Article 29

INSURANCE

Section 1. Health, Dental, & Life Insurance

The Employer will cover employees with substantially the same medical, dental, and life insurance coverage and benefits as non-exempt, non-bargaining-unit employees. The benefits provided in this Agreement will be provided through group coverage selected by the Employer.

Section 2. Vehicle Insurance

The Employer will provide vehicle liability insurance to cover an Employee while operating a Fire Department vehicle within the scope of the Employee's employment. The Employer agrees to indemnify and defend any Employee from actions arising out of the lawful performance of his official and assigned duties.

Article 30

PROBATIONARY PERIOD

Section 1.

All newly hired Employees covered under this agreement, including re-hired Employees, must serve a probationary period of 12 months. The Employer, at its discretion, may extend the probationary period for up to an additional twelve 12 months with the approval of the Employee to determine the fitness of an Employee to perform the job. The Employer will provide the Employee a written letter stating the Employee has successfully completed the Employee's employment probationary period.

Section 2.

During the initial employment probationary period, the Employer, at its sole discretion, may discipline, discharge or otherwise dismiss the probationary Employee. The Union and the Employee will not have the right to challenge the

disciplinary action, discharge, or dismissal under the arbitration procedure of this Agreement.

Section 3.

The Employer will consider any permanent Employee promoted to the rank of Shift Lieutenant as a promotional probationary Employee. A promotional probationary Employee must successfully complete a probationary period of six months before the Employer will permanently appoint the Employee to the new classification. The Employer, at its discretion, may extend the promotional probationary period for up to an additional six months to determine the fitness of the Shift Lieutenant to perform the job. During the promotional-probationary period for Shift Lieutenants, the Employer will return the Employee to his previous rank if the promotional-probationary period is not successfully completed or the Employee desires to voluntarily return to the previous rank and pay grade. The Employer will provide the Employee a written letter stating the Employee has successfully completed his promotional-probationary period.

Article 31

DRUG AND ALCOHOL TESTING

DRUG FREE WORKPLACE

Section 1.

The Township and the Union recognize that drug use by Employees would be a threat to the public welfare and the safety of fire department personnel. The Township and the Union will not condone and will not tolerate behaviors on the part of Employees that relate to substance use such as:

- A. Possession of illegal drugs on department property, including Employees' personal vehicle and/or in an Employee's system on the job;
- B. Possession of alcohol on company property and/or in an Employee's system on the job;
- C. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs;
- D. Arrival or return to work with illegal drugs or alcohol in an Employee's system to the extent that job performance is affected.

Physician prescribed medications that do not compromise workplace safety are exempt from this Article.

Section 2.

Employees who come forward voluntarily to identify that they have a substance problem will receive Departmental support and assistance. However, if an Employee has a substance problem and does not come forward, and the Employee then tests positive for drug or alcohol use in violation of this Article, the Employer reserves the right to terminate employment for violation of this work rule. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. This Article describes other consequences that apply to all Employees.

Section 3.

Employee Awareness Education:

There will be a minimum of two hours of substance education annually for all Employees. New Employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

Supervisor Training:

Supervisors will be trained to recognize substance problems that may endanger the Employee and others as well as violate this policy. This training is in addition to the Employee education session. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.

Drug and Alcohol Testing:

In addition to alcohol, the drugs that the Employer tests for are:

1. Amphetamines (speed, Uppers)
2. Cocaine (including crack cocaine)
3. Marijuana
4. Opiates (codeine, heroin, morphine)
5. Phencyclidine (PCP, "angel dust")
6. Barbiturates
7. Benzodiazepines
8. Methadone
9. Methaqualone
10. Propoxphen

Drug Testing — Time Frame

1. Post-Offer, Pre-employment Medical examination and Drug Testing

As part of the Township employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical and drug/test that is conducted by a facility designated by the Township. Any offer of employment is dependent upon satisfactory completion of this examination and/or screening, and the determination by the Township and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

2. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an Employee may be in violation of this policy. The suspicion will be documented in writing prior to the release of the test findings. A reasonable suspicion test may occur based on:

- A. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug-related offense, or identification of an Employee as the focus of a criminal investigation in to illegal drug possession, use, or trafficking. The Employee is responsible for notification to Township, within five (5) working days,
- D. Information provided either by reliable and credible sources or independently corroborated regarding an Employee's substance use; or
- E. Newly discovered evidence that the Employee has tampered with a previous

drug or alcohol test.

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

3. Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs, regardless of whether there's an injury. The Township considers an accident an unplanned, unexpected or unintended event that occurs on department property, during the conduct of the fire department business, or during working hours, or which involves a Township motor vehicle used in conducting fire department business, or is within the scope of employment, and results in any of the following:

- A. A fatality of anyone involved in the accident;
- B. Bodily injury to the Employee and/or another person that requires off-site medical
- C. Attention away from the Township;
- D. Vehicle damage; and
- E. Non-vehicle damage.

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

4. Drug and/or Alcohol Testing after an Accident

Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from time of an employment-related incident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight (8) hours after the incident, or it will be documented but not performed.

If an Employee responsible for an employment-related accident is injured; it is a condition of employment that the Employee grants the Township the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting alcohol and/or drug testing.

Employees grant the Township access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of

the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. The management reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

5. Follow up Testing after Return-to-Duty from Assessment or Treatment

The Township conducts this test on Employees who previously tested positive but whose employment was not terminated. The Township requires a negative return-to-duty test before the Employee is allowed to return to work. If the Employee fails this test, this could result in termination of employment. Once an Employee tests negative and returns to duty, the management will ensure additional tests occur. Any Employee with a second positive test result will be terminated. Follow-up tests will be unannounced. They may occur at any time, for a period management considers reasonable. The intent is to deter any subsequent use that would violate the Township's Policy and result in termination of employment.

6. Random Drug Testing

Random drug testing will include all Employees and is conducted on an unannounced basis. A testing organization uses computer software that ensures a truly random selection in which all Employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all Employees are again included in the pool with an equal chance of selection, regardless of whether an Employee was previously selected.

Random testing is designed to deter drug use in violation of the Policy and ensure that the Township maintains confidence in Employees' abilities to perform their duties. The Township has contracted with an outside facility to perform the periodic selection of Employees for inclusion in the random testing pools. The facility selects Employees at random for drug testing at any time during each calendar year.

The Township will provide Employee identification numbers to be used in the random selection drawings. The facility will, in turn, furnish the Township with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the Township to notify each Employee who was selected with the date, time and location that the random testing will be performed.

When notified, it shall be the responsibility of the individual Employee to provide a urine specimen for drug testing. An Employee's failure to comply with the

request for a specimen for random testing will result in consequences which could include termination of employment.

7. Substances to be tested for and methods of testing

The procedure that the Township relies on is called systems presence testing. This is how qualified testing professionals identify the presence of one or more of prohibited controlled substances or alcohol that may be present in the Employee's system.

There is an initial screening test. If it is negative, then a negative test is declared. If the initial test is positive (comes in at or higher than cut-off levels), a second test called a "confirmatory" test is done. This is a different test and is considered 100% accurate by experts and in court. Cut-off levels are standards that have been established by each of the tested drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, post-accident test, random test, or follow-up test.

Breath alcohol testing will be conducted by a medical clinic that uses only certified equipment and personnel. Breath alcohol concentrations equal to or greater than .04 will be considered a verified positive result. In the event of an accident where an Employee has "whole blood" alcohol drawn at a medical facility, a result equal to or greater than .04 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) will typically be used to confirm any initial positive test result. The Township reserves the right to add or delete substances on the list above, especially if mandated by changes in existing federal, state or local regulations or laws.

An Employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated. A refusal to produce/provide a specimen is considered a positive test unless there's a verifiable medical reason that the specimen could not be produced.

Trained collection personnel who meet for urine collection and breath alcohol testing will conduct testing. The Township requires confidentiality from the collection sites and labs.

The Township permits Employees to provide urine specimens in private, but subject to strict scrutiny by collection personnel. This avoids any alteration or substitution of the specimen.

Likewise, the collection site will conduct breath alcohol testing in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time.

The Township will consider failure to appear for testing when scheduled refusal to participate in testing. Such failure will subject an Employee to the range of disciplinary actions, including termination, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

8. Review of Test Results

To ensure every tested Employee is treated fairly, the collection site uses the services of an MRO. The MRO is a doctor with a specialized knowledge of substance abuse disorders. The doctor can determine whether there are any valid reasons for the presence in the Employee's system of the substance that was tested positive.

9. Employees' Rights when there's a Positive Test Result

Upon receipt of a confirmed positive finding, the MRO will attempt to contact the Employee by telephone or in person. If the MRO makes contact, the Employee will be informed of a positive finding. The MRO will give the Employee an opportunity to rebut or explain the findings.

The MRO can request information on recent medical history. The MRO can also ask for medications taken within the last 30 days by the Employee. If the MRO finds support in the Employee's explanation, the Employee may be asked to provide documentary evidence to support their position. Evidence can include treating physicians and pharmacies, which filled prescriptions, etc.

A failure on the part of the Employee to provide documentary evidence will result in the MRO issuing a positive report with no attendant medical explanation. A medical disqualification of the Employee will result. If the Employee fails to contact the MRO as instructed, the MRO will issue a report of a positive test result.

10. Reporting of Results

The collection facility will report all test results to the MRO prior to reporting the results to Township. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. The collection facility will list each substance tested along with the results of the testing.

The Township will receive a summary report, which indicates the Employee passed or failed the test. The Township intends these procedures to be consistent with guidelines for MROs, published by the department of Health and Human Services.

11. Storage of Test Results and Right to Review Test

The Township will store all records of drug/alcohol separately from the Employee's general personnel documents. The Township will maintain these records under lock and key. The Township limits access to designated department officers.

The Township will use the information only to properly administer this Policy and to provide to certifying agencies for review as required by law. The Township charges designated department officers with access to records with the responsibility for maintaining their confidentiality. Any breach of confidentiality may be an offense resulting in termination of employment.

Any Employees tested under this Policy have the right to review and/or receive a copy of their own test results. Employees may request a copy of their results by giving the Safety Captain a written request, on the Employee Request for Release of Drug Tests Results form. The Township will use its best efforts to promptly comply with this request, and will issue to the Employee a copy of the results personally or by U.S. Certified Mail, Returned Receipt Requested.

12. Positive Test Results

The Township will immediately take Employees found to have a confirmed positive drug or alcohol test off safety-sensitive duties, and will subject those Employees to discipline up to and including termination.

13. Termination Notices

In those cases where substance testing results in the termination of employment, termination notices will list misconduct as the reason. We will deem termination for cause.

Article 32

VACANCIES

Section 1.

The Employer—at its discretion—will fill vacancies. When the Employer determines a bargaining-unit vacancy exists and the Employer decides to fill the vacancy, the Employer will post a notice of the vacancy on the Fire Department bulletin boards. The Employer must post the notice for 10 business days. The notice will include the job classification and rate of pay. Individuals who wish to be considered for the posted job must file a written application with the Fire Chief within the posting period.

Section 2.

The Employer will review all applications timely filed. Selection for Employee positions will be made on the basis of skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two or more applicants are equal, seniority will determine the selection for the position.

Section 3.

Nothing in this Article limits the Employer's right to consider individuals outside the bargaining unit for any vacancy.

Section 4.

The Employer will consider any Employee promoted to a new classification as a special probationary Employee. A special probationary Employee must successfully complete a probationary period of six months before the Employer will permanently appoint the Employee to the new classification.

Article 33

TRANSFERS

The Employer—at its discretion—may transfer Employees. Employees will not lose any pay or benefits because of a transfer.

Article 34

STAFFING

The Employer—at its discretion—will determine staffing levels for Township Fire Department operations.

Article 35

WORKING RULES AND POLICIES

Section 1.

The Employer will have the right to, in connection with the function of maintaining discipline and directing the work force, to publish, amend, and implement rules of conduct, regulations, Standard Operating Procedures (SOP's), and policies and procedures. Except in emergency situations, the Employer will post on the Fire Chief's bulletin board—at least 14 days before the effective date—new or modified rules of conduct, regulations, SOP's, and policies and procedures. The Employer will also mail a copy of the new or modified rules of conduct, regulations, SOP's, and policies and procedures to the Union on the same day it's posted on the Fire Chief's bulletin board.

Section 2.

The Employer will maintain current copies of all rules of conduct, regulations, SOP's, Employee Handbooks, and other policies and procedures used by the Stonelick Township Fire Department in each manned fire station. The Employer will provide each Employee the current rules of conduct, regulations, SOP's, and policies and procedures within 60 days of the start date of this Agreement.

Article 36

REQUIRED CERTIFICATIONS

The Employer--at its sole discretion--will determine bargaining-unit required certifications.

Article 37

SEVERABILITY/AGREEMENT COMPLETE

Section 1.

If any provisions of this agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions or parts of this agreement will remain in full force and effect. Upon notice by either the Employer or the Union and within 15 calendar days following a court declaration that a provision of this Agreement is invalid, the parties must meet and confer regarding the invalid provision. If the Employer and the Union cannot agree on a modification to the Agreement that addresses the invalid provision after 30 calendar days following the initial meeting, for purposes of the current Agreement the matter is closed. The matter will become a subject of bargaining upon reopening negotiations for a successor agreement.

Section 2.

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, fringe benefits and working conditions, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3.

This Agreement, including any other documents incorporated in it, is complete in writing. The Employer and the Union may amend this Agreement only by an instrument in writing signed by the Employer and the Union. An amendment may be effective during the term of this Agreement. This Agreement does not obligate the Employer to honor or continue previous sidebar agreements not covered or contained in or re-executed as part of this Agreement.

Article 38

SUCCESSOR AGREEMENT

This Agreement will not be binding upon any successor, assignee, or transferee, public or private, of the Employer.

Article 39

DURATION

This Agreement shall be effective as of _____, and will remain in full force and effect through midnight _____. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty calendar days prior to the expiration date, nor later than sixty calendar days prior to the expiration date of this Agreement. Unless otherwise agreed, the parties will commence negotiations within two calendar weeks upon receiving notice of intent. Failure to give notice of the above intent does not automatically renew the Agreement. The parties must collectively bargain any successor agreement.

Article 40

TRADING DUTY TIME

Section 1.

- A. This Article governs those situations in which one Employee voluntarily agrees to work the duty time of another Employee (a shift trade or trade of shift). An employee requesting that another employee in the same rank and classification work the employee's duty time must submit a Voluntary Trade of Shift request at least 48 hours before the shift trade occurs. The Fire Chief or designated representative may make exceptions to this time requirement for emergencies. All Employee decisions to substitute for one another must be made freely and without coercion. The Union agrees that no shift trade will occur without written approval of the Fire Chief or his designated representative.

- B. All requests for shift trades must be in writing and must include the following information: what work is being done, by whom it is being done, and where and when it is being done.

Section 2.

- A. The Union agrees that the Employer will exclude hours worked in the calculation of the hours for which the substituting Employee would otherwise be entitled to overtime compensation and, that the Employer will not otherwise incur additional cost or impacts including overtime because of a employee shift trades.
- B. The Employer—at its discretion—may revoke this shift trades Article.

Article 41

NO STRIKE/NO LOCKOUT

The Employer and the Union recognize that a strike would create a danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the Union will, within two weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union further agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively will authorize instigate, cause, aid or condone any lockout of bargaining unit employees.
- D. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violates this Article is subject to discipline or discharge by the Employer.
- E. In the event of any violation of this Article, the Union must promptly do whatever it can to prevent or stop such unauthorized acts, including but not limited to, the preparation of and delivery to the Employer a letter

addressed to the Employer stating "the strike action is not sanctioned by the Union and all employees should return to work". The ranking officer of the Union must sign the letter.

- F. The Employer and Union and Employees agree that no person will construe the language in this Article to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes. The Employer and Union and Employees further agree that no person will construe this Article to limit or abridge the Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful lockouts.

APPENDIX B

FIRE FIGHTER PROPOSALS

Representation & Union Business

Section 1. Unless otherwise agreed, two (2) members of the Union's negotiating committee shall be released from duty to participate in negotiations meetings with the employer, if held during the employee's assigned shift, without loss of pay and or benefit.

Section 2. Union members shall be permitted to attend regularly scheduled monthly (or special) union meetings held at the 2541 US 50 Fire Station while on duty. However, while attending meetings, on-duty members shall respond to emergency calls as needed.

Section 3. The Township agrees that during the working hours, on the Township premises, and without loss of pay, Union representatives shall be permitted to perform the following functions subject to and provided that the normal operations of the Township are not disrupted.

4. Attend meetings with management;
5. Transmit communications, authorized by the local Union or its officer to the Township or its representatives;
6. Consult with the Township or its representatives concerning the enforcement of any provision of this Agreement;
7. The Union's representatives may have access to the phone, paging, and computer systems at all fire stations, so long as this is not disruptive and in keeping with the limitations set forth herein;
5. The Union shall be allowed to conduct Union meetings and/or elections at the 2541 US 50 Station with prior notification to, and approval of the Fire Chief. This provision shall not be unreasonably denied.

Section 4. Union Business Leave: The Union President or his designee, shall be granted time off with pay to attend any Union conference, convention, seminar. This leave shall be permitted in minimum increments of ~~one (1)~~ **four (4)** hours and shall not exceed forty-eight (48) cumulative hours per year. Utilization of Union Business Leave must be requested, in writing to the Fire Chief a minimum of fourteen (14) calendar day's in advance.

Management Rights

Section 1. The Union and Employer agree that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement are subject to collective bargaining between the employer and union, except where otherwise herein specified.

Section 2. Unless otherwise memorialized in this collective bargaining agreement by and between the Union and employer, nothing shall impair the right and responsibility of the employer to:

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

Section 3. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement.

Union Dues

Section 1. The Township agrees to deduct IAFF membership dues, fees and assessments in accordance with this Article.

Section 2. The Township shall deduct IAFF membership dues, fees and assessments once each pay period from the pay of an eligible employee in the Bargaining Unit upon receiving written authorization signed individually by the employee. The employee must present a signed payroll deduction authorization form to the Township. Upon receipt of said authorization, the Township will deduct IAFF dues from the payroll check for the next pay period in which dues are normally deducted.

Section 3. The Township shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment, (2) layoff from work; (3) an unpaid leave of absence; (4) written revocation of the check-off authorization by the employee

submitted during the period of sixty (60) to ninety (90) days prior to the expiration date of this agreement.

Section 4. The rate of which dues are to be deducted shall be certified to the Township or designee by the IAFF Local 4558 Treasurer. Thirty (30) days advance notice shall be given to the Township or designee prior to making any changes in an individual's dues deductions.

Section 5. The Township Clerk shall submit and deliver the sum, as identified above, to the Union Treasurer by the seventh (7th) day of the month following the month collected.

Seniority

Section 1. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the most recent date of hire as a permanent, full-time employee in the service of the Township.

Section 2. The following situations shall not constitute a break in continuous service;

4. Absence while on approved sick leave, family and medical leave, or disability leave.
5. Military leave
6. A layoff of twenty four (24) months or less.

The following situations shall constitute breaks in continuous service for which seniority is lost;

7. Discharge for just cause
8. Retirement
9. Layoff more than twenty four (24) months
10. Failure to return to work within ten (10) calendar days of recall from layoff
11. Failure to return to work at the expiration of a leave of absence
12. Employment resignation

During an approved personal or professional leave (educational leave), seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employee's seniority will be adjusted to reflect the period of absence.

Section 3. The Employer shall provide the Union annually with a seniority roster listing each employee by classification with their date of hire as Full-time permanent employees.

Layoff/Recall

Section 1. Layoff: In the event the Township determines that a long-term layoff or job abolishment is necessary, the Township shall notify the affected employee(s) no later than sixty (60) calendar days in advance of the effective date of the layoff or job abolishment. In the event an employee is laid off, he/she may elect to receive payment for earned but unused vacation, personal days, and sick time. In the event layoffs are to occur, all part-time personnel shall be laid off before any full time personnel can be laid off.

Section 2. Seniority: Employees with the least seniority shall be laid off first.

Section 3. Recall: Employees who are laid off shall be placed on a recall list for a period of twenty four (24) months and shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back continuing in the like manner until the required number of employees have been obtained.

Section 4. Recall Notification: No new bargaining unit classification employee shall be hired until all employees who have been laid off in the previous twenty four (24) months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report to work within the twenty-one (21) day time limit removes the employee right of recall.

Should an employee on the list to be recalled, no longer meet the qualifications or hold the applicable certifications required to fill the position being recalled, then he/she shall, as a condition of continued employment, obtain the certification in question within 12 months from the employees recall date.

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

Section 5. Layoff/Termination: An employee who is on layoff status for a period of twenty four (24) months is automatically terminated and loses all seniority and shall receive payment for earned but unpaid benefits in accordance with Section 1 of this article.

Promotions

Employees shall not be eligible for promotion during their initial period of probation. All promotions to ranks above Firefighter/EMT shall be governed by the principles of merit and fitness. An eligibility list, ranking candidates for the purposes of promotion shall be established from a cumulative score, to be determined as provided in this Article.

Section 1. No firefighter shall be eligible to take any promotional examination for the rank of Lieutenant unless he / she has served at least three (3) years with the Stonelick Township Fire Department as a full-time Employee and has at least five (5) years of full-time service with any public, private, or federal fire department, including Stonelick Township.

Section 2. Promotional examinations shall consist of a written test, an assessment center, and an interview. The components shall be weighted for purposes of scoring as follows:

- Written Test 50%
- Assessment Center 30%
- Interview 20%

In the event of a tie score, seniority shall be the determining factor for ranking/placement on the eligibility list with the most senior employee being placed higher on the list. The Employer shall select for promotion the candidate who possesses the highest cumulative score.

Section 3. The Fire Chief will list the source material for each promoted position not to exceed ten (10) books. A maximum of five (5) of the ten (10) books may be used on a promotional test. The selected books for each test shall be listed in the promotion announcement. The list shall not be changed within six (6) months prior to any promotional test. The Fire Chief will maintain at least one set of the ten (10) books available at the Fire Station for loan to Employees.

Section 4. Disagreements or challenges based upon the promotional process shall be subject to the Grievance and Arbitration Procedure of the Collective Bargaining Agreement.

Any eligibility list will be maintained for a period of at least one year from the date the eligibility list was first published. The list may be maintained an additional year at the option of the Employer.

Personnel Files

Section 1. The Township shall maintain a personnel file for each employee.

Section 2. Each employee may request to inspect his/her personnel file maintained by the Employer. Inspection of the individuals personnel file shall be by scheduled appointment requested in writing or by telephone call to the employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his/her personnel file, which are subject to disclosure pursuant to the Ohio revised code. Any new document placed in an employees file shall be copied to the employee.

Section 3. If an unfavorable statement or notation is in the personnel file, the employee shall be given the right to place a statement, rebuttal, or explanation in the file. No anonymous material of any type shall be included in the employees personnel file.

Section 4. Records of oral warnings and written reprimands kept in the employee's personnel file shall cease to have force and effect one (1) year from the date of issuance provided no intervening discipline has occurred. Any record of more severe discipline kept in the employee's personnel file shall cease to have force and effect two (2) years from the date of issuance; provided no intervening discipline has occurred. Records of discipline that have exceeded their effective date as outlined above shall be removed from the employees personnel file and either destroyed or sealed in accordance with applicable Ohio Records Laws.

Section 5. The Township will prepare and disclose any records identified as public records in accordance with O.R.C. 149.42 to the extent permitted by Ohio law. The employee will be notified of the name, and professional association of the requestor prior to any disclosure. Requestors will be advised the employee will be notified of his/her identity and the specific public records disclosed.

Funeral Leave

Section 1. Leave with pay for participation in funeral services or arrangements shall be granted by the Fire Chief or his designee to an employee when a death in the immediate family or extended family (as defined by law) occurs as set forth in this article.

Section 2. Extent of benefits: Three shifts off with pay for funeral leave will be granted for spouse, parents, children, step-parents, step-children, grandchildren. Two shifts off with pay for funeral leave will be granted for grandparents, mother-in-law, father-in-law, daughter-in-law,

son-in-law, sister, brother, sister-in-law, brother-in-law or ex-spouse if minor children are involved. If the death occurs during an employee's tour of duty and the employee leaves his/her shift, the remainder of the shift shall be charged sick leave.

Section 3. Additional funeral leave or travel time shall be granted upon request by the Fire Chief or his designee. Funeral leave in excess of Section 2 of this Article shall be charged against accumulated sick leave.

Sick Leave

Section 1. Sick leave shall accrue at the rate of 0.0575 hours for each hour in active payroll status, and shall be cumulative without limit. Sick leave when used shall be charged on the basis of one (1) hour of sick leave for each hour used. Sick leave must be used in one (1) hour increments. Employees may use sick leave for absence due to personal illness, injury, dental, pregnancy, exposure to a contagious disease that could be communicated to other employees, or for illness, injury or death in the employee's immediate family. If an employee uses sick leave for more than forty-eight (48) consecutive hours, a doctor's excuse is required.

Section 2. In the event that sick leave is used prior to the employee reporting to duty, the employee shall, if at all possible, notify his duty station at least one-half hour prior to his/her required starting time.

Section 3. Sick leave shall be charged only against an employee's regular workday, and shall not be charged for absences on pre-arranged overtime work or unscheduled call-in overtime work.

Section 4. Voluntary transfers of sick leave from one member to another will be allowed up to a maximum of forty-eight (48) hours per employee per pay period. No employee 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.

Section 5. Any employee in active work status who does not utilize any sick leave for a one hundred and twenty (120) consecutive day calendar period, shall be entitled to one (1) twenty-four (24) hour personal leave day.

1. Personal leave days off must be requested in the same manner as a vacation request and are subject to approval based upon the workload 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 employee at the current hourly rate.

Court Leave

Section 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 30 minute increments. Employees qualifying for such court leave shall turn over to the township all monies received as compensation for such court services.

Section 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 employees normal working hours, in which the employee is required to serve in such capacity. 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.

The employee shall remit all compensation received by the employee for jury duty, to the employer unless such duty is performed totally outside the employee's normal working hours.

Injury on Duty Leave

Section 1. If an employee is injured in the course and scope of performing his assigned duties, thereby sustaining an occupational injury, and cannot perform his assigned duties, the employee may be granted up to one hundred eighty (180) calendar days of paid injury on duty (IOD) leave. An employee on IOD will be paid his regular hourly wages for his regularly scheduled work week for each week he/she is on an IOD leave. No overtime or premium wages will be paid. Except for those medical expenses which may be covered by the Township medical insurance plan, all medical expenses related to the occupational injury are the responsibility of the Ohio Bureau of Workers Compensation (BWC) and the Employee.

Section 2. Unless the BWC determines that the occupational injury is compensable, an injury or illness which occurs as a result of horse-play, recklessness, self-infliction, off-duty physical fitness, activity on behalf of an off-duty employer, or any other activity unrelated to the performance of assigned job duties, will not be considered for IOD coverage.

Section 3. The injured employee must report his injury/illness immediately through the prescribed Township policies. IOD leave shall be granted beginning on the first (1st) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient.

An employee requesting IOD leave must file and pursue an injury claim with the BWC as soon as possible. Upon approval of the claim by BWC, IOD leave shall be granted and made retroactive to the first day of absence. Any sick or personal time used by the Employee shall be restored. In the event the claim is denied by BWC, the employee shall revert to sick leave status and be charged with sick or other accumulated leave for all time absent from duty; until such accumulated leave is exhausted.

Section 4. Where the nature and/or severity of the injury necessitates that the employee remain on leave beyond ninety (90) calendar days to complete recovery and/or rehabilitation, a

request to the Board of trustees for additional leave can be made. Subject to provisions and policies applicable to sick, personal, and FMLA leave extensions may be granted.

Section 5. Every effort will be made to return an Employee to work after an occupational injury. If an employee cannot perform his assigned job duties, a modified duty assignment may be developed. The modified duty assignment shall be determined in consultation with the injured employees treating physician. Once the modified duty assignment is determined, the employee will be given the option of accepting the modified duty assignment. However, if the employee fails to report for and perform the modified duty assignment, any remaining IOD payment will be discontinued.

Section 6. The injured employee shall advise his treating physician to issue the township administrator, or his/her designee, a written report fully describing the nature and extent of the employee's injury, the effect of the injury on the employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury. The employee shall authorize the treating physician to release information to the Township administrator, or his/her designee, regarding the employee's injury and the physician's examination and findings pursuant thereto, including answering pertinent questions of the Township administrator or his/her designee in regards to the work related injury.

Section 7. Payments for IOD leave under this Article shall cease upon any of the following conditions:

1. Treating physician releases the employee to return to work
2. Employee returns to work for another employer
3. Employee fails to return to modified duty assignment consistent with his/her medical restrictions as approved by the injured workers treating physician.
4. Employee fails to appear for Township sponsored medical examination.
5. Employees treating physician concludes that employee has reached maximum medical recovery and/or the condition has become permanent
6. The Township determines that the claim is fraudulent and IOD leave has commenced.
7. The injured Employee attempts to collect both IOD Wage continuations from the Township and temporary total compensation from BWC.
8. Employment termination

Section 8. Any IOD leave taken under this article will not count towards time off under the FMLA.

Hours of Work & Overtime

Section 1. The standard workday for employees covered under this agreement shall be twenty-four (24) hours followed by forty-eight (48) continuous hours off. This shall be known as the employees "tour of duty". The standard work period for employees covered under this agreement shall consist of a forty-eight (48) hour work week within a twenty-one (21) day working period. Each employee working such shifts shall receive one (1) twenty-four (24) hour

shift off during each three (3) week period (Kelly Day). The employees standard number of hours worked annually will be two thousand four hundred and ninety six (2,496).

Section 2. The tour of duty shall commence at 0700 hours and continue through to 0700 the following day.

Section 3. Overtime shall be paid to employees who work in excess of their regularly scheduled tour of duty. This shall include mandatory training that the Stonelick Township Fire Department requires.

Section 4. Employees shall be paid for overtime, at a rate of time and a half (1 ½) the individual's calculated hourly rate.

Section 5. Employees shall be paid in increments of fifteen (15) minutes unless otherwise stated in this agreement.

Section 6. Employees may trade shifts provided the Township incurs no additional costs (overtime or compensatory) as a result of such trade. Requests for use of trade must be submitted in writing and submitted for approval.

Section 7. Overtime for employees will be made on a voluntary basis.

Grievance Procedure

Section 1. A grievance is defined as a complaint, dispute, controversy, or allegation in which it is claimed that either party has failed in an obligation, that there has been a breach of the agreement, misinterpretation, excessive disciplinary action against an employee, or improper application of this Agreement.

Section 2. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. All grievances must be in writing and must contain the following information to be considered.

7. The Grievant's name and signature.
8. Grievant's classification.
9. Date grievance occurred.
10. Description of the facts giving rise to the grievance.
11. Articles and Sections of the Agreement alleged to have been violated.
12. Remedy requested to settle the grievance.

Section 3. Where a group of employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one (1) grievance. Only one (1) employee will be required for processing the combine grievances.

Grievances shall be processed in the following manner:

Step 1:

The union, the employee, or group of employees shall present their grievance in writing, within ten (10) business days of occurrence or within ten (10) business days after it has become known to the employee. The grievance shall be reduced to writing and submitted to his/her immediate

supervisor for their disposition. The supervisor shall attempt to adjust or resolve the grievance at that time and render a written decision within five (5) business days.

Step 2:

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

Step 3:

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

Step 4:

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

The grievance arbitration process shall proceed as follows:

- A. The representatives of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Arbitration and Mediation Service (AMS) shall be jointly requested to submit a panel list of nine (9) arbitrators with offices based within one hundred twenty five (125) miles from Cincinnati, Ohio. (i.e. Cincinnati, Columbus, Indianapolis, Louisville, Lexington). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the list and request from the AMS another list of nine (9) arbitrators until a mutually agreeable arbitrator is selected. The strike off process must be completed within fourteen (14) days from the date the list(s) are received from AMS. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. Should either party reject the second list, AMS shall

conduct a discretionary appointment of an arbitrator for the case based upon the geographical stipulations outlined herein.

- B. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.
- C. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing. The Ohio rules of evidence are applicable to the arbitration.
- D. The parties shall share the expenses of the arbitrator equally. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.
- E. The arbitrator's decision shall be final and binding on the Union, on the Employees, and the Township.
- F. Except where specifically provided for in this agreement, the Rules of AMS shall govern the grievance arbitration.

Section 4. Time limits set forth in this Article may be waived or extended by mutual written agreement.

Uniforms

Section 1. The Employer shall provide all required protective clothing and Personal Protective Equipment (PPE) to all employees. PPE will be replaced as needed as determined by the Fire Chief of his/her designee.

Section 2. The employer will provide duty uniforms as follows;

1. Three (3) dress duty shirts
2. Five (5) dress duty pants
3. Two (2) job shirts/sweatshirts
4. Five (5) duty T-shirts

The employer will replace uniform items as necessary.

Section 3. The employer shall provide each full time employee with an annual clothing allowance of five hundred (\$500) dollars. This allowance is to be used on additional uniforms or PPE approved by the Uniform Committee.

Section 4. The department shall establish a uniform committee comprised of two (2) members as determined by the Fire Chief or his designee, and two (2) members of the Bargaining Unit. This committee will meet Bi-annually and establish an approved list of uniforms or PPE. This committee may meet more if requested by any member of the committee.

Discipline

Section 1. The tenure of every bargaining unit member shall be during good behavior and efficient service. No employee shall be disciplined except for those grounds set forth in section two (2) of this Article.

Section 2. No employee shall be disciplined except for just cause. The Township may discipline employees for actions while the employee is on duty, working under the colors of the Township, or off duty representing himself as an employee of the Fire and EMS department or for felony convictions. The employee may not be disciplined for actions on his own time that do not adversely affect the ability of the STFD to provide its services (gross misconduct).

Section 3. In initiating discipline, the Township agrees to the following forms of discipline:

6. Verbal Warning
7. Written reprimand
8. Suspension without pay
9. Reduction in rank or position
10. Discharge

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

Section 4. Gross misconduct is defined for purposes of this Agreement as any infraction which endangers the health and safety of any Township officer or employee or citizen, any action which subjects the Township to civil or criminal liability and any other conduct of the employee which could prevent the Township from providing services to the citizens.

Section 5. Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the matter by discussing the alleged infraction with the employee. Fire officers may prefer charges, issue verbal warning or preliminary written reprimands without prior notice where the Employer feels that immediate discipline is warranted. For infractions involving suspension from duty, reduction in rank or position, or discharge, said discipline shall only be issued by the Fire Chief of his/her designee.

Section 6. In cases where the Fire Chief or his/her designee, determines that a written reprimand, a suspension, reduction in rank of position, or discharge may be the appropriate remedy, he shall notify the employee of the charges supporting the disciplinary action. The employee may request, in writing to the Fire Chief or his designee, full disclosure of all statements and related documents or other evidence gained in the investigation of the incident(s) which have initiated the disciplinary action. The Employer will provide said copies at no cost to the employee, within three (3) business days of such request. Within five (5) business days of receipt of this notification, the employee must notify the employer in writing of their intent to contest the disciplinary action. A pre-disciplinary conference will be scheduled between the employee, a Union representative if they so choose, and the Fire Chief or his designee, no sooner than five (5) and no later than ten (10) business days from when the notice from the employee was received. The employee shall be entitled to one continuance of the pre-disciplinary conference for a period of not more than ten (10) business days.

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

At the pre-disciplinary conference, the employee shall have the right to call witnesses on his behalf or present any other evidence he feels is warranted in his defense. In addition, the employee may cross examine witnesses.

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

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

Section 7. All disciplinary actions may be appealed through the grievance procedure as outlined below;

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

Section 8. For the purpose of this Article, employees who have failed to complete the required initial employment probationary period are not permitted to appeal disciplinary actions to step 4 of the grievance procedure.

Vacation Time

Section 1. Employees who work a 24/48 schedule shall be credited with vacation days after one (1) year of service (YOS) to the Township, according to the following schedule;

One (1) thru five (5) YOS:	ninety six (96) hours
Six (6) thru ten (10) YOS:	one hundred forty four (144) hours
Eleven (11) thru Fifteen (15) YOS:	one hundred ninety two (192) hours
Sixteen (16) and above YOS:	two hundred forty (240) hours

Section 2. Vacation scheduling will be based on Township seniority and selected in accordance with the following procedure;

During the month of December of each year employees shall submit vacation requests for the upcoming year. Those requests will be granted by seniority. After January 1 of each year, request submitted for vacation time will be approved on a first-in-line first-in-time basis. If more than one employee requests the same day off at the same time, the most senior employee's request shall prevail. No more than two (2) Bargaining Unit employees will be permitted to take off per shift.

Section 3. One (1) year of service shall be computed on the basis of completion of a year's work in active pay status. Vacation time shall accrue at the above rates commencing at the start of the pay period in which the employees anniversary date falls.

Section 4. Vacation leave shall be taken by an employee during the year in which it is credited with the exception of one week of vacation leave which may be carried over from one year to the next. Vacation leave will be granted in twelve (12) hour increments for 24/48 employees. The employee should request vacation leave thirty (30) days in advance to facilitate scheduling.

Section 5. An employee is entitled to compensation at his or her current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his or her credit at the time of separation.

Section 6. Employees who become ill while on vacation will be required to furnish a physician's statement for any time which is to be converted from vacation to sick leave.

Section 7. For purposes of calculating vacation leave, only years of continuous service in employment with Stonelick Township Fire Department will be factored unless the employee came from Owensville Fire and Rescue. This section shall not be utilized in the denial of rights granted under ORC 9.44.

Holidays

Section 1. Bargaining unit employees shall be entitled to the following paid holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
National FF Memorial day	September 11
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Section 2. If a full-time employee works on a holiday, he/she will receive twice (x2) their regular pay for hours worked on that day up to twenty-four (24) hours.

Section 3. If an employee is on sick leave or vacation, Holiday pay will be awarded to the employee by the absence not being charged to their sick time or vacation time. Holiday pay will not be given while an employee is on a leave of absence.

Section 4. Holiday time will be paid to the employees who's shift, or tour begins at 0700hrs the morning of the actual day recognized in Section 1.

Training

Section 1. The Township shall compensate employees the full cost of Township approved required certification or training, unless such is provided by the Township at no cost to the employee.

Section 2. Employees who wish to attend an educational course not required for re-certification shall submit a request to attend the course to the Fire Chief or his designee in a timely manner. If attendance at such a course is approved, the Fire Chief or his designee may, at

his discretion, determine whether the Township will pay for such a course and release the employee to attend.

Section 3. Employees attending any educational courses or training approved and required by the Township for re-certification will be reimbursed for necessary expenses such as meals, tuition, parking, and tolls. If the employee is required by the Township to use their personal vehicle for transportation to and/or from the educational course, the employee shall be reimbursed at the rate per mile as authorized by the IRS at the time of travel.

Section 4. Any other training, such as in increase in certification level, may be reimbursed at the discretion of the Fire Chief.

Section 5. The Township shall provide at least one (outside department) training to all Bargaining Unit employees on a yearly basis.

Contagious Disease

Section 1. The Township will provide training on 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 exposures to bodily fluids, accidental needle sticks or other possible sources of infection.

Section 2. The Employer will provide an inoculation for prevention of Hepatitis Type B, annual Flu shot, and/or other inoculations of this nature that become required during this Agreement.

Section 3. The Employer shall provide annual TB testing for all emergency response personnel according to current national standards.

Payment at Separation

Section 1. A full-time employee whose employment has been voluntarily separated shall receive compensation for all unpaid leaves (other than sick leave) pay at the employee's current rate of pay.

Section 2. A full-time employee who dies (other than "Line of Duty"), becomes disabled or retires from the Township under the Ohio Police & Fire Pension Fund shall receive compensation for all unpaid leaves and shall be entitled to convert accrued but unused sick leave pursuant to the following schedule (conversion to be based upon the rate of pay at the time of retirement or death):

<u>Years with the Township</u>	<u>Percent Conversion</u>	<u>Maximum Payment</u>
10-14	50%	2000 hours

15-24	55%	3444 hours
25+	60%	4736 hours

Section 3. Death of Employee: In the case of a death in the Line of Duty of an active full-time employee, the employee's accumulated leaves, including sick leave shall be converted to a lump sum payment at one hundred (100) percent of its value, payable to the employee's designated beneficiary as on the employee's OP&F designation, or if no beneficiary is listed on file, payment will be made to the beneficiary listed on the VFIS designation, or, where no beneficiary is designated, to the wishes indicated in the Employee's Last Will and Testament. Under no circumstances shall such payment be made to the State of Ohio.

Should an employee be killed in the "Line of Duty" and is married at the time of death, the spouse of the member shall continue to receive for period not to exceed three (3) months, base wages of the deceased employee and health benefits at the applicable level. This "wage and benefit continuation" is designed to provide a safety net for the families of members killed in the Line of Duty.

Wages

Section 1. The following annual rates of compensation are established for the year 2009:

Firefighter/EMT & EMT-I

Entry level	\$33,000.00	(\$13.23)
After year 1	\$36,000.00	(\$14.43)
After year 2	\$39,000.00	(\$15.62)

Firefighter/Paramedic

Entry level	\$35,000.00	(\$14.03)
After year 1	\$38,000.00	(\$15.25)
After year 2	\$41,000.00	(\$16.43)

Lieutenant

Entry level	\$41,000.00	(\$16.43)
After year 1	\$44,000.00	(\$17.63)
After year 2	\$47,000.00	(\$18.84)

Section 2. Employees shall receive a general wage increase added to the wage table listed in Section 1 of three and one half percent (3.5%) effective beginning 0700hrs on January 1, 2010 and an additional three percent (3%) effective beginning 0700hrs on January 1, 2011.

Section 3. Employees in the classification of "Township Fire Inspector" shall, in accordance with ORC 124.47 (Special Positions for Firemen), be eligible for preferential pay of one thousand five hundred (\$1,500.00) dollars annually. This preferential pay shall be disbursed equally over the employees' annual pay (26 pay periods).

Insurance

Section 1. All employees shall be offered, at their option, Major Medical, Accidental, Health, Dental, and Life Insurance as provided herein.

Section 2. The Township shall provide coverage with like benefits to those currently in effect for the life of this Agreement. The Township agrees to provide for a Health Care Savings Account (HSA) in which the rates are as follows:

Township Provides – Seventy-five (75) percent of the yearly deductible
Employee provides - Twenty-five (25) percent of the yearly deductible

If the Township desires to make changes in providers or coverage's in the plan/policy, they shall give sixty (60) days notice to the Union of any proposed change in such benefits or other material changes to insurance coverage. Upon receiving said notice and upon request from the Union, the Township will meet with representatives of the Union within ten (10) days to meet and confer regarding the proposed changes. In the event the parties are unable to reach agreement on the proposed changes at the end of the sixty (60) day period the parties shall submit the dispute to the grievance procedure contained within this Agreement starting at Step 4.

Section 3. During the open enrollment period prior to the beginning of a plan year, employees may elect to not accept the health insurance coverage, as provided for within this agreement. Employees providing such written notice during the plan selection period of not continuing or declining the health insurance coverage shall receive fifty (50) percent of their respective monthly insurance deductible, each pay period of the plan year, for not accepting the health insurance coverage. Reenrollment into the health insurance plan shall be in accordance with the plan document.

Probationary Periods

Section 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 and shall continue for a period of six (6) months.

Section 2. During the initial probationary period for a new hire, the Township has the right to terminate the employment of the probationary employee at any time, with or without cause, and such discharge is not appealable to arbitration.

Section 3. In the event that the Township determines that the performance of a promoted probationary employee is unsatisfactory, the employee shall be returned to his/her former position, or to the next available position for which he/she is qualified. Prior to being demoted, the employee shall be given a written explanation of his/her performance deficiencies. Promoted probationary employees shall have the right to appeal the reduction through the grievance arbitration procedure.

Drug/Alcohol Testing

Section 1 - Purpose: The Township and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of fire department personnel. It is the goal of this policy:

- To establish and maintain a safe, healthy, working environment for all members;
- To eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel;
- To provide assistance toward rehabilitation for any member who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2 - Employee Awareness Education: Employees shall be educated annually on the effects of drug/alcohol abuse, its signs and symptoms, and how to seek assistance through the Employee Assistance Program.

Section 3 - Supervisor Training: Supervisors will be trained to recognize substance abuse problems that may endanger the employee and others. This training will be in addition to the employee education session. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem, how to document, how to confront employees, reasonable suspicion, confidentiality, and how to make referrals for help.

Section 4 - Informing Employees about Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. The Employer shall inform the employees on how tests are conducted, what the test can determine, and the consequences of testing positive. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her.

Section 5 - Consent & Release Form: Prior to any testing, the employee will be required to sign the *Stonelick Township & LAFF Local 4558 Consent & Release Form*.

Section 6 - Employee Impairment of Drug and Alcohol Use: The possession, use, or being under the influence of alcoholic beverages or non-medically prescribed controlled substances shall not be permitted at the Employer's work sites and/or while an employee is on duty. Any employee violating this provision will be subject to disciplinary action under Section 16.

Section 7 - Medical Prescriptions: Employees who are prescribed medications shall advise their physicians of the employee's job duties, which include driving fire apparatus, climbing ladders, EMT/paramedic services, etc. so the physician may advise the employee whether any prescribed medication will adversely affect the employee's ability to safely and proficiently perform their job. In the event the prescribed medication will adversely affect the employee's ability to successfully perform the duties of their job, the employee shall be instructed not to report to work. The employee shall provide a document from their physician(s) stating there is no appropriate medication which would not adversely affect the employee's ability to safely and proficiently perform the duties of their job. Under this circumstance, the employee may use sick time, vacation or compensatory time until they can obtain a release to return from the physician(s).

Section 8 - Employee Testing: Employees shall not be subject to random drug/alcohol or medical testing for the purpose of discovering possible drug or alcohol use. Drug and alcohol testing will be conducted as follows:

A. *Post Accident Testing:* Post accident testing will be conducted whenever an employee is involved in an accident while driving City owned vehicles if any of the following conditions exist:

1. A fatality of anyone involved in the accident; or
2. Bodily injury to the employee and/or another person that requires off-site medical attention; or
3. Vehicular damage in apparent excess of \$5000.00

B. *Reasonable Suspicion Testing:* If there is reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo drug or alcohol testing. Reasonable suspicion means an articulate belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Reasonable suspicion may be based on the following:

1. Direct observation of drug or alcohol use; or
2. Presence of physical symptoms of being under the influence of a drug or alcohol; or
3. A pattern of abnormal conduct or erratic behavior; or
4. An arrest and conviction of a drug related offense; or
5. Information provided by reliable and credible sources that have been independently corroborated.

C. *Refusal to be tested:* Post accident testing and reasonable suspicion testing are fundamental to assuring a drug free work environment for the employees. In the event an employee refuses post accident or reasonable suspicion testing for alcohol or drugs, the Employer will treat such refusal as though a positive test result occurred. In such event, disciplinary action will be in accordance with Section 16 of this Article.

Section 9 - Supervisor Observations: Supervisors who have reasonable grounds to believe a member is under the influence of alcohol or drugs shall immediately relieve said member from duty in order to protect said member, fellow members, and the public from harm. The supervisor shall notify his/her supervisor or any other supervisor if his/her supervisor is not available. Both supervisors will interview the member and if they both believe, based on reasonable suspicion, that the member is under the influence of alcohol or drugs, then said member will be taken to the Employer's designated collection provider. If the two supervisors cannot agree as to the condition of the member, then the next higher ranking supervisor will be notified and shall proceed to the scene and decide the issue. All supervisors involved in the observation and decision to relieve the member from duty shall document their reasons and observations for reasonable suspicion.

Section 10 - Sample Collection: No Fire Department personnel will be used to collect samples. The collection of the samples shall be performed only by a certified collection provider and by a physician or health care professional qualified and authorized to perform collection. The Employer shall use a collection provider who has certified Medical Review Physicians (MRP). The collection of urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain-of-custody procedures must be followed for all samples as set by the National Institute of Drug Abuse (NIDA). Facilities and collection procedures used by the collection provider will be made available to the bargaining unit for review.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. That is, the urine is divided into two specimen bottles. If the test result of the primary

specimen is positive, the employee may request the Medical Review Physician to send the second (or split) specimen to a different certified lab for testing.

All positive confirmed samples and related paperwork must be retained by the laboratory for at least 24 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

The Union and Employer agree that security of the biological urine sample is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Section 11 - Drug Testing Procedures: The Employer shall only use federally certified laboratories. The federal Department of Health and Human Services (DHHS) certifies laboratories, and some are referred to under the name of one of the DHHS departments, such as National Institute of Drug Abuse (NIDA), or the Substance Abuse and Mental Health Services Administration (SAMSHA).

All drug testing must be done from the urine specimens collected under the highly controlled conditions. The laboratory shall test for only the substances and within the limits for the initial and confirmation test for the NIDA-5. The drug classes of NIDA-5 (5-Panel Drug Test) are the following:

- (1) Marijuana,
- (2) Cocaine,
- (3) Phencyclidine,
- (4) Amphetamines,
- (5) Opiates.

The positive levels for the five classes of drug tests shall be in accordance with those standards currently in effect in the U.S. Department of Transportation regulations. The NIDA-5 drug panel listing and the listed cutoffs will be made available by the specimen collection provider upon request of the person being tested.

After the urine specimen has been collected and forwarded to the laboratory, two tests may be performed. The initial test is the immunoassay test. This is a screening test to determine drug usage for the five classes of drugs. The second test is a confirmation test. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS). Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Physician.

If initial confirmatory testing results are negative, the testing laboratory will advise the Employer's Medical Review Physician that the drug test was negative. No additional tests on the specimen will be done. All samples shall be destroyed and records of the reasonable suspicion accusations and the testing expunged from the employee's file.

Section 12 - Alcohol Testing Procedures: An Evidential Breath Testing Machine (EBT), or breathalyzer, shall be used to screen for alcohol use. Testing can only be administered by a qualified breath alcohol technician. If the initial test shows a blood alcohol concentration of less than 0.04 grams of alcohol per 210 liters of breath, the test is recorded as negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the reasonable suspicion accusations and the testing expunged from the employee's file. If the initial test result is 0.04 or greater, a confirmation test will be conducted. If the confirmation test

result is 0.04 or greater, the test is positive. When the confirmation test result is different from the initial test, the confirmation test result will always be the final result of determination.

Before the initial test and before the confirmation test is conducted, there will be a twenty minute waiting period. Before each test, the technician shall run an "air blank" test to make sure the EBT is working correctly and the reading is zero in the employee's presence. The employee will receive a copy of the breath alcohol testing results.

Testing results will be reported to the Medical Review Physician.

Section 13 - Medical Review Physician: The Employer shall only use a Medical Review Physician (MRP) who is a licensed physician with knowledge of substance abuse disorders and drug testing procedures. The MRP shall be chosen and agreed upon between the Union and the Employer. It is the role of the MRP to review and interpret the positive test results. The MRP will examine alternative medical explanation for any positive test results. This action will include conducting a medical interview with the affected employee, review the employee's medical history, and review any other relevant biomedical factors. The MRP will review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 14 - Laboratory Results: Positive drug test results are sent from laboratory to the collection provider for MRP review. The MRP then contacts the employee and reviews the results. Once this review is completed and it is still determined that a positive result exists, the MRP shall inform the Employer's Drug and Alcohol Coordinator of the results. The Employer will keep drug results confidential. Should the results reflect the use of prescribed medication, they are considered a personal medical record and will not be released to the general public.

Section 15 - Paid Time/Paid Tests: An employee who is relieved from duty due to reasonable suspicion shall be placed on paid administrative leave and continue to be paid at the employee's regular rate of pay; or at the overtime rate, if applicable, for the hours scheduled for overtime, until verification of the test results from the MRP. The Employer shall pay all costs associated with the administration of alcohol and drug testing in accordance with this policy.

Any employee who is not allowed to return to work while awaiting split sample test results will be compensated during the waiting for all work time lost if the split sample test proves to be negative. An employee may, at their own cost, have the split sample retested at a laboratory of his choice, as long as the laboratory is certified under the regulations described in Section 11; however, the employee shall only be reimbursed by the Employer if the test is negative.

Section 16 - Rehabilitation and Discipline:

A.) Any employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to retesting. The treatment and rehabilitation shall be paid for by the employee's health insurance program. Any costs over and above the insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

B.) When the result of an alcohol test is above 0.04 and/or any of the 5-Panel drugs are positive, the employee will be relieved from duty and not permitted to report back to duty until a return-to-work assessment is made by a substance abuse professional. The

Employer will make arrangements to transport the employee home. The Employer and the MRP will approve the substance abuse professional.

C.) An employee who tests positive for alcohol and /or drugs shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a rehabilitation treatment program approved by the Employer and the substance abuse professional. An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a 30 day suspension (but is also subject to discipline for other rule violations).

D.) An employee who tested positive for alcohol and/or drugs, and is approved to return to duty, shall be subject to random alcohol and/or drug testing while on-duty for a period of 12 months. The period begins when the employee returns to duty. Any employee testing positive for alcohol or drugs a second time within this 12 month period shall be subject to disciplinary action up to and including discharge.

E.) Any discipline imposed shall be in accordance with the procedures outlined within the collective bargaining agreement.

Section 17 - Duty Assignment After Treatment: Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment.

Section 18 - Right of Appeal: The employee has the right to challenge the results of the drug and/or alcohol tests and any discipline imposed through the grievance procedure under the terms of this collective bargaining agreement.

Section 19 - Revision/Amendment to this Policy: The Employer and /or the Union reserves the right to recommend revisions to the foregoing Article; however, no such revision(s) shall be implemented or take effect unless mutually agreed by the Employer and the Union.

Section 20 - Union Held Harmless: The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Vacancies

Vacancies within the rank of the full-time employees must be filled within one hundred twenty (120) days of the position becoming vacant. Notice of any permanent vacancy, which the Fire Chief intends to fill, shall be posted in all stations. The notice shall be posted a minimum of thirty (30) calendar days prior to the date when the vacancy shall be filled and shall include a job description.

Transfers

Section 1. In the event of a job opening due to the promotion, transfer, demotion, retirement or demise of an employee, which requires the opening be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

Section 2. Any employee, who is being transferred to a different shift, shall be given thirty (30) days written notice, except in cases of emergency, when notice shall be given as far as possible in advance of the transfer to a different shift.

Section 3. For the convenience of the Township, temporary assignment to a vacant position due to illness, unanticipated absence, or death, or for other reasons determined by the Township to be necessary, may be made, when possible, with seventy-two (72) hours written notice, except in emergency cases. Any such temporary assignment, however, shall not be for duration in excess of sixty (60) days.

Staffing

Section 1. The Township shall maintain a minimum of four (4) firefighters on duty per unit day. There shall be at least one (1) officer on duty for Township at all times. If sufficient personnel are not available to meet the minimum staffing requirements, Firefighters shall be recalled on overtime.

Section 2. The Township shall not normally staff any major piece of fire apparatus with less than two personnel. The Township and the Union recognize that service and response to emergencies is paramount to the safety of the citizens of the Township and that from time to time personnel may be required to respond to emergency situations with less than two personnel. Notwithstanding emergencies, this practice should be avoided if at all possible.

Section 3. The Township shall provide an adequate number of personnel to safely conduct emergency scene operations as provided for in the Ohio Administrative Code 4123:1-21-07, Fire Department Occupational Health and Safety.

Working Rules and Policies

Section 1. The Union recognizes that the Township has the right to promulgate reasonable rules and regulations so long as the establishment or enforcement does not violate this Agreement or Ohio Revised Code Chapter 4117. The Union may take recommendations to the Township with respect to such matters (rules & policies) through the Labor Relations Committee.

Section 2. The Township will not make changes in rules, regulations, or working conditions which, if violated, might result in disciplinary actions without first posting such changes or additions on the bulletin board ten (10) consecutive days before the effective date of the change. This requirement may be waived in the event of an emergency. An emergency, for the purpose of this Article, shall be any circumstance in which the safety of members of the Township may be endangered by delay in implementation of the change.

Required Certifications

Section 1. Each member shall obtain, possess and maintain the minimum qualifications for his/her respective position at his/her date of hire, including a minimum of two hundred forty (240) hours of Fire Service Certification, Emergency Medical Technician certification, and such other and/or additional certifications, licenses of qualifications and training as may from time to time be established and required for his position by federal or state law, rule or regulation.

Section 2. The Township may, at the discretion of the Fire Chief, grant a temporary extension of time or a waiver of the requirements of Section 1 to allow an employee additional time to re-certify or renew any required certification or license for the respective position held. In addition, the Fire Chief may, at his sole discretion waive the requirements in Section 1 of this Article should any employee have any of the above required licenses temporarily suspended. This provision will not be unreasonably denied.

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 of portions of this agreement shall remain in full force and effect.

Successor Agreement

Section 1. This agreement shall be binding upon the successor, public or private and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in location, or place of business of either party hereto.

Section 2. Nothing in this article shall prevent the parties to meet and confer to consider modifications to the agreement. Any such changes shall only be by mutual consent of the parties.

No Strike / No Lock Out

Section 1. Inasmuch as this Agreement provides the machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for uninterrupted services to the citizens of Stonelick Township, Ohio. Therefore;

A. The Association agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or work slow down by its members.

B. When the Employer notifies the Association and/or IAFF in writing by certified mail or by personal delivery that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article, the Association and/or the IAFF shall immediately order such employee(s) to resume work activities and/or return to work and shall additionally publicly announce that the strike or work stoppage is unauthorized.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who are found to have violated Section 1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 3. In the event any employee or group of employees of the Stonelick Township, other than employees covered by this Agreement, engage in any interruption of the Employer's business by way of strike or work stoppage of any kind, employees hereunder shall continue to perform emergency services, as long as they can reasonably do so without being at risk to injury.

Section 4. The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of any employee covered hereunder.

Section 5. In the event a dispute arise between the parties alleging a violation of Section 4 of this Article, the parties hereby agree to notify the State Employment Relations Board (SERB) to conduct a discretionary appointment from their current list of neutrals authorized for selection in conciliation hearings. The SERB appointed Arbitrator shall hold a hearing within thirty (30) days to determine if a violation of Article 39, Section 4 occurred. No other issues shall be under his/her jurisdiction. Furthermore, the parties agree that there shall be no post hearing Briefs and the Arbitrator shall issue a decision within five (5) days from the closing of the hearing.

In the event the Arbitrator find's that the employer has violated Section 4 of this Article, the resolution ordered shall include as a minimum, immediate reinstatement to the employee(s) former position and all employee(s) affected shall be compensated for all lost wages at three times (x3) of what would have been their regular rate of pay.

Duration

Except as otherwise provided herein, this Agreement shall become effective on January 1, 2009, and shall remain in full force and effect until midnight on December 31, 2011. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing one hundred twenty (120) to sixty (60) days prior to the expiration date that it desires to modify the Agreement.

IN WITNESS WHEREOF, the parties have hereto signed by their authorized representatives this _____ day of _____.