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STATE EMPLOYMENT
RELATIONS BOARD

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

EFFECTIVE DATE: August 1, 2012

TERMINATION DATE: July 31, 2015

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PREAMBLE

This Agreement made and entered into this 28th day of November, 2011, by and between the Township of Green, hereinafter referred to as the "Township", and the Green Township Firefighters Association, hereinafter referred to as the "Association".

ARTICLE I. RECOGNITION

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

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

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

ARTICLE II. BINDING AGREEMENT

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

ARTICLE III. NON-DISCRIMINATION

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

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

ARTICLE IV. MANAGEMENT RIGHTS

The Association recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

- A. The right to manage its affairs efficiently and economically, including the

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

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

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

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

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

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

ARTICLE V. REPRESENTATIVES

The Township recognizes the right of the Association covered by this Agreement to select five (5) representatives from the bargaining unit. The authority of the representatives so selected by the members shall be limited to, and shall not exceed, the following duties and activities:

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

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

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

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

The Township shall permit the Association to utilize one bulletin board at each station not to exceed 6 square feet at a convenient and suitable place so that the Association may conduct its business through announcements and notices.

ARTICLE VI. AVAILABILITY AND WORK SCHEDULE

As used in this Article, a work period shall consist of a 28 day work period. A shift shall consist of 12 consecutive hours. There shall be two shifts, one commencing at 6:00 a.m. and ending at 6:00 p.m.; the second commencing at 6:00 p.m. and ending at 6:00 a.m.

A. **Mandatory Work Schedule** – Employees shall be required to work a minimum of 720 hours each calendar year. Each employee is assigned a unit day, which requires him to work on a specific 12-hour shift every 6th day. Employees may be permitted to work shifts of less than 12 hours as scheduling allows.

B. **Optional Additional Work Schedule** – Each employee may submit a schedule of availability for additional shifts each 28 day work period pursuant to any scheduling policy adopted by the Fire Chief. Employees may voluntarily work in excess of assigned unit day shifts in a 28 day work period up to a maximum of seventeen 12-hour shifts in the work period.

Employees may work in excess of seventeen shifts in a given work period only with the approval of the Fire Chief or his designee. Work schedules will be published at least 14 days prior to the beginning of the next 28-day work period. Schedules shall be determined in accordance with the needs of the department and nothing contained herein shall be construed to be in derogation of the Management Rights provision of Article IV of this contract.

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

D. Weekends and Holidays - Each employee is required to work on weekends based on the unit day to which the employee is assigned. With respect to the eight major holidays as set forth in Article IX, each employee will be assigned to a regular unit day and will be required to work those holidays which fall upon that employee's regular unit day. However, during each 12-hour shift on a holiday, one employee shall be entitled to take an unpaid vacation day, as provided in Paragraph F below. Vacation time off requests for a holiday shall be submitted by March 30th of each calendar year. No more than one employee will be permitted to exercise vacation time off on the same holiday shift. Approval of vacation requests will be based on seniority. No employee shall be entitled, regardless of seniority, to take a vacation day on a holiday more than once each calendar year.

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

F. Vacation Scheduling - Each employee with less than six years of service with the employer is eligible for vacation time off without pay on five shifts per year. This allows an employee to release himself from a scheduled unit day rotation shift. Vacation time off shall always be without pay. Each employee with less than 11 years service but with at least six years service is eligible for vacation time off without pay on six shifts per year. Those employees with eleven or more years of service are eligible for vacation time off without pay on eight shifts per year. Vacation time off requests shall be submitted in writing by March 30th of each calendar year. No more than two employees will be permitted to exercise vacation time off on the same shift. Approval of vacation requests will be based on seniority.

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

H. Bumping - Once a 28 day work schedule has been published by the employer the

Fire Chief shall not permit any full time firefighter to bump an employee off a scheduled shift.

ARTICLE VII. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

Step 1. The aggrieved employee shall orally present the facts to the District Chief within five (5) working days of the date on which the grievance arose or which the employee became aware of the grievable event. In the event any grievance is not initiated within said time limits, the right to file said grievance shall be waived. Neither the employee nor the District Chief shall be accompanied by anyone at this level of the grievance procedure. The District Chief shall reply to the employee within three (3) working days from the date on which the grievance was submitted.

Step 2. If the grievance is not resolved in Step 1, the employee, or his representatives, may submit the grievance orally to the Assistant Fire Chief within three (3) working days from the response to the grievance from the District Chief. Upon the receipt of the oral grievance, timely made, the Assistant Fire Chief shall reply to the employee, or his representatives, within three (3) working days from the date on which the oral grievance was heard.

Step 3. If the grievance is not resolved in Step 2, the employee or his representatives, may submit the grievance in writing to the Fire Chief within three (3) working days from the response to the grievance from said Assistant Fire Chief. Upon receipt of a written grievance, timely filed, the Fire Chief shall arrange a hearing within five (5) working days. Said hearing shall include the aggrieved employee and/or Association member representatives, the District Chief, the Assistant Fire Chief, and other parties necessary for full and complete determination of the grievance. The Fire Chief shall preside over the hearing, hear the entire case and obtain all of the facts. The Fire Chief shall then render a written decision within five (5) working days from the completion of the hearing.

Step 4. If the grievance is not resolved in Step 3, the employee, or his representatives, may, within ten (10) calendar days from the receipt of the response of the Fire Chief to the grievance, appeal the grievance by filing written notice with the Township Administrator requesting a hearing. The Township Administrator shall schedule a hearing within ten (10) calendar days of his receipt of the notice of appeal. No facts shall be presented at this step which were not offered at Step 3. The Township Administrator shall render his decision within ten (10) calendar days of the hearing, with copies sent to all parties concerned.

Step 5. If the grievance is not resolved in Step 4, the employee, or his representatives, within ten (10) calendar days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Board of Green Township Trustees requesting a hearing. The grievance shall be heard by the Board of Trustees, in Executive Session, within thirty (30) calendar days after receipt of the notice of appeal. No facts may be presented at this step which were not presented at Step 3. The Board of Green Township Trustees shall render a written decision within fifteen (15) working days after the hearing. The employee may be represented by legal counsel of his or her choice at Step 5 and Step 6 of the procedure.

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

After receipt of a request to arbitrate, the parties shall select an arbitrator. The arbitrator shall be selected from the Federal Mediation and Conciliations Service (FMCS). The FMCS shall be jointly requested to submit a panel list of nine (9) arbitrators. Beginning with the employee, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the remaining name and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator shall be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is arbitrable, the alleged grievance shall be heard on its merits before the same arbitrator.

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

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

ARTICLE VIII. PROBATIONARY PERIOD

Each new employee shall be required to serve a probationary period of twelve (12) months. A probationary employee whose service has been determined by the Fire Chief to be

unsatisfactory shall have his employment terminated by the Board of Trustees on or before the completion of his probationary period. The determination by the Fire Chief and the Board of Trustees to terminate an employee during his probationary period shall not be grievable or appealable. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

ARTICLE IX. HOLIDAYS

Any part-time employee actually working the following holidays shall receive pay at the rate of two (2) times the regular hourly rate for each hour actually worked. The double rate shall be applied toward the regular hourly rate as set out in Appendix A herein. It shall not include the additional \$2.00 per hour weekend shift differential provided for in Article XI herein in the event that an employee works on a holiday that falls on a weekend and is otherwise eligible for the weekend shift differential. In such a case the employee will be entitled to double the total of his regular hourly rate and the \$2.00 per hour weekend shift differential (assuming the employee is eligible for the differential as provided for in Article XI herein).

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

- A. New Year's Day
- B. Memorial Day
- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day
- F. Christmas Eve
- G. Christmas Day
- H. New Year's Eve

In order to prevent confusion when a holiday calendar date falls on a weekend and the "Observed" Holiday falls on a Friday or Monday, holiday pay shall be applied to the eight (8) holidays listed above as follows:

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

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

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

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

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

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

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

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

ARTICLE X. LEAVES OF ABSENCE

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

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

B. Types of leave of absence:

1. Military: Serving one's country.

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

A regular part-time employee of the Township who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or member of other reserve components of armed forces of the United States is entitled to a military leave of absence from his duties. When an employee is ordered to annual training, the Township will make up in pay any loss in salary which the employee suffers. The Township pay shall be based upon the employee's regular Township pay rate. The total pay from the military and Township for the period shall not exceed the employee's regular pay rate in effect at the time the employee leaves the military duty. Such period or periods for which the Township pay is received shall not exceed thirty-one (31) days in any one calendar year.

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

2. The Family Medical Leave Act of 1993:

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

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

ARTICLE XI. SALARIES, WAGES AND COMPENSATION

Effective August 1, 2012, all employees governed by this Agreement shall receive wages at the wage rates set forth in Appendix A hereof. A description of the qualifications for the pay steps is set forth in Appendix B hereof.

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

but shall be paid for all additional weekend shifts worked by an individual in a 28 day work period.

ARTICLE XII. ALLOWANCES

A. Employees who travel on authorized Township business for training or professional development purposes, approved by the Township Administrator as being in the best interest of the Township, shall be reimbursed for reasonable travel purposes, including air, rail or bus fares, parking, lodging and meals. The Township Administrator may establish maximum reimbursable limits for travel expenses. In the event such travel is outside the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

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

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

D. Employees are entitled to participate in a college level tuition reimbursement plan, for courses required in a program of a declared major in Fire Science or EMS study, and that have been approved by the Fire Chief. Upon completion of the course with a grade of 3.5 or better the Township shall pay 100% of the tuition cost, with the tuition cost not to exceed the lesser of the cost of hourly tuition at the University of Cincinnati or the cost at the college where the course was taken. Upon completion of the course with a grade of 3.0 but less than 3.5 the Township shall pay 50% of the tuition cost, with the tuition cost not to exceed the lesser of the cost of hourly tuition at the University of Cincinnati or the cost at the college where the course was taken. This tuition reimbursement shall be limited to two courses per quarter or semester. Any employee requesting participation in the tuition reimbursement plan must notify the Fire Chief no later than October 1st of the preceding calendar year of the schedule for the following calendar year. Requests turned in after October 1st will not be granted for the following calendar year. This requirement shall go into effect October 1, 2009.

ARTICLE XIII. PHYSICAL EXAMINATION

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

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

Height & Weight Measurement
Blood Pressure, Temperature, Pulse, Respirations
Vision Screening
Urinalysis
CBC (blood work)
Metabolic Panel (blood work)
Lipid Panel (blood work)
Pulmonary Function Test
Respirator Risk Appraisal
Health Risk Assessment
EKG

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

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

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

ARTICLE XIV. CLOTHING ALLOWANCE

A. New part-time firefighters are issued two (2) sets of work clothing, one (1) jacket and one (1) pair of safety shoes if needed by employees which are to be used exclusive in the course of employment. After one (1) year of service, part-time firefighters shall be issued replacement sets of work clothing and jackets on an as needed basis as reasonably determined by the Fire Chief or his designee.

B. Effective August 1, 2012 and thereafter, each employee who has completed probationary status shall be paid a Three Hundred (\$300.00) Dollars clothing maintenance

allowance, to be included in the payroll check issued during the first pay period of August. The clothing allowance is paid to those eligible employees who are employed throughout the entire fiscal year (August 1 through July 31) and still employed on August 1 when the allowance is actually paid. If an otherwise eligible individual's employment as a part time firefighter is terminated prior to August 1 of any fiscal year he shall not be entitled to payment of the allowance for any pro-rated portion of the fiscal year.

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

ARTICLE XV. PROFESSIONAL LIABILITY INSURANCE

Township employees, and specifically part-time employees of the Green Township Fire Department, are covered through the insurance provisions of the Township's general liability policy, professional errors and omissions policy, emergency medical technicians policy, and the Township's umbrella policy. These coverages, to the extent possible, will be maintained at the current 2006 level and any increase of cost for that level will be borne by the Township.

ARTICLE XVI. DISABILITY INSURANCE

In addition to Worker's Compensation coverage, employees have additional death and disability coverage. To the extent possible, this additional death and disability coverage shall be provided at the 2006 level.

ARTICLE XVII. PERSONNEL FILES

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

ARTICLE XVIII. DISCIPLINE/DISCHARGE & APPEAL

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

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

If, without proper notice to the Fire Chief, Assistant Fire Chief, or District Chief, an employee has been absent for one (1) tour of duty and fails to report at the scheduled starting time for the subsequent tour of duty, he shall be deemed to have resigned his employment with the Township.

Degrees of Discipline:

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

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

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

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

Temporary Reduction In Rank: Any employee who violates Township policies or procedures may be temporarily reduced in rank one level below his or her present pay grade. The Fire Chief may temporarily reduce in rank any employee up to seven (7) tours of duty (84 work hours). The Township Administrator may temporarily reduce in rank any employee up to fifteen (15) tours of duty (180 work hours). Appeal from a temporary reduction order of the Fire

Chief or the Township Administrator shall be permitted only to Step 4 of the grievance procedure.

Suspension Without Pay: For purposes of this section, a tour of duty consists of twelve (12) hours. The Fire Chief may suspend an employee up to two (2) tours of duty. The Fire Chief may suspend up to one (1) tour of duty, which suspension shall not be appealable. The Fire Chief may suspend an employee for more than one (1) and up to two (2) tours of duty, which suspension shall be appealable only to Step 4 of the grievance procedure. The Township Administrator has the authority to suspend any employee under his management and control. The suspension of an employee by the Administrator up to, but less than, five (5) tours of duty shall be appealable only to Step 4 of the grievance procedure.

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

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

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

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

The Township shall budget a minimum of \$6,000.00 per calendar year toward training for members of the Association. In the event that any of the budgeted \$6,000.00 is not allocated by September 15th of each calendar year, the balance may be reallocated by the Township to other budgetary line items for the Township.

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

- A. Emergency Medical Technician (EMT)
- B. Paramedic State Certification (EMT-P)

- C. Fire Inspector State Certification
- D. Firefighter State Certification
- E. ACLS Certificates

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

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

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

In addition to the foregoing, the Township shall reimburse two employees annually the sum of \$2,000.00 each as partial payment for the tuition and books for paramedic classes. These classes are restricted to the Cincinnati area with no overnight stay, no meal allowance and no mileage paid.

The reimbursement shall be made as follows:

- A. \$1,000.00 to be paid when the employee both completes the paramedic class and receives his state certification card.
- B. \$1,000.00 to be paid one year after the first payment.

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

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

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

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

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

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

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

ARTICLE XX. DRUG-FREE WORKPLACE PROGRAM

I. STATEMENT OF PROGRAM.

Green Township (the "Employer") and the Local believe in the importance of providing a safe workplace for all of its employees. The Employer is concerned with the health and well being of all employees, as well as with the safety of any other persons that may interact with on duty employees. Substance use has the potential to negatively impact any workplace, including ours. Behaviors related to substance use can endanger everyone around the user, not just the users themselves.

Management is fully committed to our Drug-Free Workplace Program which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Program and intend to hold everyone reasonably responsible for supporting the Program.

This document (the "Program") describes the Employer's Drug-Free Workplace Program, and every employee is expected to read, understand, and comply with it. The Program applies to every employee, including all members of management. The conditions of this Program shall also apply to contractors and sub-contractors who perform work on behalf of the Employer. The consequences stated in this Drug-Free Program will apply to anyone who violates the Program.

The Employer does not condone the abuse of alcohol and/or other drugs and shall consider any employee to be in violation of this Program should said employee engage in:

1. Use of illegal drugs or alcohol during work hours. For purposes of this Program, alcohol shall refer to any preparations, including medications, that contain alcohol. For purposes of this Program, illegal drug shall refer to any substance that is illegal to use and/or possess under Ohio and/or U.S. law, including any prescription drug that is used without benefit of a current, valid physician's prescription or in a manner or quantity contrary to the specifics of the prescription;
2. Misuse of alcohol to the extent that it conflicts with any requirement of this Program;
3. Sale, purchase, transfer, trafficking, or possession of any illegal drugs;
4. Arrival at and/or return to work with any measurable amount present in one's body of alcohol and/or illegal drugs to the extent that said measurable amount exceeds the limits established by this Program.

This Program shall become effective on January 1, 2008, at which time all current employees shall be expected to have signed a statement acknowledging receipt and understanding of the Program as well as intent to be bound by it as a condition of continued employment. Any questions regarding this Program prior to or following its implementation are encouraged and should be directed to the Employer's Drug-Free Workplace Coordinator(s). New employees will be required to sign an acknowledgment of this Program and its applicability to continued employment prior to beginning duty.

The Employer holds all employees accountable in terms of substance use and this Program, but also supports efforts to obtain help by employees who may have a problem related to the use of alcohol and/or illegal drugs. Employees who come forward voluntarily, in lieu of any violation of this Program, to identify that they have a substance problem will receive Employer support and assistance as defined elsewhere in this document and will be treated with the degree of confidentiality commensurate with any medical condition.

If an employee tests positively for drug or alcohol use and/or otherwise violates this Program, the Employer reserves the right to take disciplinary action, up to and including termination, for violation of work rules. In no case will an admission of Program violation or an acknowledgment of an active substance abuse problem negate the requirement to complete a breath and/or urine test mandated by specifics of this Program or negate disciplinary measures resultant from violations of this Program, nor will it affect the Employer's right to question and/or investigate the employee's fitness for any and all assigned duties.

Employees whose jobs are subject to any special law, regulation, or unique agreement with one or more of the Employer's customers and/or contractual partners may face additional requirements, restrictions, and consequences related to substance use. All consequences that may apply to any employee as a result of violating this Program are spelled out within this document. In addition to the specific prohibitions and restrictions on the use of illegal drugs and alcohol stated above, the Program includes the following elements intended to support and enforce these prohibitions and restrictions:

1. annual training for all employees, with additional annual training for all supervisory personnel, regarding substance use, its relationship to workplace safety, and interventions available to those who have a problem.
2. information for employees related to obtaining professional assistance regarding a substance abuse and/or chemical dependency problem
3. drug and alcohol testing.

Terri Schinkal, Employee Services Specialist, shall serve as the Employer's Drug-Free Workplace Coordinator. Questions about this Program and/or inquiries regarding intervention resources may be directed to her.

II. EMPLOYEE/SUPERVISOR EDUCATION & EMPLOYEE SUPPORT

All employees, including supervisory personnel, shall receive annually 2 hours of drug and alcohol education provided by an appropriately credentialed professional. This education will provide information on the health and safety impact of alcohol and other drug use, the nature of addiction, and how/where one can obtain intervention services if a problem exists.

All supervisory/management employees shall receive 4 hours of additional training in the first year of the Program's application, and 2 additional hours annually thereafter, regarding their roles, limitations, and obligations under this Program. Supervisory-specific training will

include education regarding reasonable suspicion testing, one of the types of drug/alcohol testing mandated by this Program.

As stated above, the Employer will support and assist, to a reasonable extent, any employee who comes forward and requests assistance with a substance abuse problem. Neither requests for such assistance nor acknowledgment of said problem shall negate any consequences resultant from previously, currently, or subsequently occurring violations of this Program. Verbal or written acknowledgment by an employee to the Employer of the employee's actual violation of this Program shall be commensurate with a positive test for prohibited substances as defined by this Program and can result in disciplinary action equivalent to that which would result from such a positive test result.

In addition to information available via the Employer's Drug-Free Workplace Coordinator(s), the Employer maintains the availability to all employees of a formal Employee Assistance Program (EAP). The EAP is not a treatment program, but rather a resource via which employees can obtain confidential, professional assessment of substance abuse and/or chemical dependency problems. The EAP is also equipped to assist employees, as needed, with referral to formal chemical dependency and substance abuse intervention providers. The Employer shall bare no costs, beyond those covered by existing healthcare benefits, associated with evaluation and/or treatment of substance abuse and/or chemical dependency disorders.

III. SUBSTANCES TO BE TESTED FOR VIA URINE AND/OR BREATH COLLECTION

Breath testing for alcohol and urine testing for other drugs will be required of all employees under the circumstances detailed in section IV of this Program. When testing is required, employees may be tested for the following potentially prohibited substances:

1. Amphetamines
2. Cocaine
3. Marijuana
4. Opiates
5. Phencyclidine (PCP)
6. Benzodiazepines
7. Barbiturates
8. Methadone
9. Propoxyphene
10. Alcohol
11. Note that whether subject to specific testing or not, this Program also prohibits the presence in any on duty employee's body of any illegal drug, including an illegally obtained or inappropriately administered prescription drug.

IV. WHEN WILL TESTING OCCUR?

Employees will be tested for the presence of drugs and/or alcohol in their systems under any and/or all of the conditions outlined below:

A. Pre-Hire Testing

Prior to finalization of any offer of employment, prospective employees of the Employer must complete urine drug testing as delineated in Section III and V of this Program. A negative result of this test shall be a pre-requisite for hiring. A positive result of this test shall result in a termination of the hiring process and shall render the individual in question ineligible for future employment by the Employer. Under no circumstances shall any individual be considered an employee of the Employer without having completed and obtained a negative result upon the testing described in this paragraph. A negative result of any required pre-hire testing shall not guarantee or constitute an offer of employment by the Employer.

B. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when a supervisor makes specific observations of an employee that indicate the employee may have violated this Program. All reasonable suspicion situations shall result in both breath alcohol and urine drug testing as specified in Section III and V of this Program. Following determination that reasonable suspicion exists, the employee in question shall be removed from duty and shall be barred from all Employer property and job sites pending the results of required testing. Reasonable suspicion is not proof of Program violation and is not grounds for disciplinary action. It is rather grounds for taking investigatory action in the form of breath alcohol and urine drug testing. The basis of the reasonable suspicion will be documented in writing by the supervisor(s) in question prior to the release of the test findings. A reasonable suspicion test may occur based on:

1. Specific behavior, observed by a supervisor, such as direct observation of apparent drug/alcohol use or possession and/or apparent physical symptoms of drug and/or alcohol use, that indicate an employee may have violated this Program;
2. A pattern of abnormal conduct or erratic behavior, observed and documented by a supervisor, that indicates an employee may have violated this Program;
3. Arrest and/or conviction for a drug-related offense. Employees must notify the Employer, within five(5) working days, of any drug-related arrest and/or conviction;

Training regarding appropriate determination and documentation of reasonable suspicion will be part of the annual professional training provided to supervisors. When reasonable suspicion testing is required, transportation to the collection site and subsequently to the

employee's home will be furnished by an Employer manager. Under no circumstances will an employee be authorized to operate a motor vehicle in such a situation.

C. Post-Accident Testing

Post-accident testing will always consist of both a breath alcohol and urine drug test as described in Section II above. Post accident testing will be conducted:

1. Whenever a workplace injury occurs that requires medical attention beyond basic first aid and/or is subject to a potential claim of Worker's Compensation.
2. In any case involving an accidental death of and/or caused by an on-duty employee.

Post accident testing may be conducted:

1. Following any vehicular accident involving an Employer owned vehicle or vehicle owned by an employee using that vehicle on Employer business at the time of the accident.
2. Following any accident resulting in property damage of \$2,000.00 or more.
3. Following any accident involving at least one on duty employee of the Employer and at least one non-employee member of the public.

Decisions on whether to conduct post accident testing are solely within the discretion of the Employer and shall not be subject to the grievance procedure.

Employees should also be aware that a positive result on an alcohol and/or drug screen following a workplace injury may, under Ohio law, void the employee's ability to be compensated for the injury via the State Bureau of Worker's Compensation system.

D. Random Testing

The Employer shall retain the services of a third party administrator to maintain a current list of all employees from which shall periodically be selected a random sample of employees who will then be required to complete the urine drug testing described in Section III and V of this Program. Random selection shall be conducted at a rate that results in a minimum of 25% of the total number of employees being selected annually for such testing. All employees shall have an equal statistical chance of being selected for testing at any given time. Being selected for testing on one occasion shall neither increase nor decrease the likelihood of the same employee being selected for testing on future occasions.

E. Return-to Duty Testing

In order to potentially return to duty, the employee in question must meet several conditions delineated elsewhere in this Program. One such condition is completion of a return-to-duty urine drug test as described in Sections III and V of this Program. This testing shall be conducted at a time and place of the Employer's choosing. A positive result for prohibited substances on this test shall result in termination of the employee's employment by the Employer. A negative result on such a test shall not guarantee that the Employer will elect to return the employee to duty and/or retain the employee in the future.

F. Unannounced Follow-Up Testing

In the event that the Employer permits the return to work by an employee who violates this Program, said employee will be subject to unannounced alcohol and drug testing, as described in Sections III and V of this Program, for a period of one year following the initial suspension from duty related to this violation. The timing, frequency, and nature of this testing (alcohol/other drugs/alcohol and other drugs) shall be at the sole discretion of the Employer, but shall not exceed six tests during the one year period following the initial suspension from duty related to this violation. In the event that an unannounced follow-up test results in a violation of this Program, the employee in question will be terminated from his/her employment by the Employer.

G. Timeliness of All Testing

In any situation calling for breath alcohol and/or urine drug testing, testing is to occur immediately upon notification to the employee that testing is required. Any delay in testing, or any other conduct on the part of the employee in question that serves to interfere with the prompt, accurate completion of the testing process shall be treated as a refusal to test as required by this Program and shall be commensurate with a positive test result.

V. SPECIMEN COLLECTION, ANALYSIS, AND RESULT REPORTING PROCEDURES

A. Collection

The Employer has contracted with Mercy Health Solutions to collect the urine and breath specimens mandated by this Program and to provide the Medical Review Officer (MRO) services, described below, pursuant to the oversight of this process. Urine and breath specimen collection will be conducted by trained collection personnel who meet U.S. Department of Health and Human Services (USDHHS) standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Collection shall be conducted in as private a setting as is permitted given the strict scrutiny by collection personnel that must be maintained so as to avoid any alteration or substitution of the specimen(s). An observed voiding of urine may be required should documented irregularities in the collection process indicate that such manipulation may be occurring. Failure to appear for collection when scheduled and/or any conduct that significantly impedes the timely and accurate completion of the

collection/testing process shall be considered refusal to participate in testing as required by the Program and shall be commensurate with a positive test result.

B. Analysis

Urine specimens shall be analyzed only at laboratories meeting USDHHS standards. All analysis shall consist of an initial screening assay. In the event that the initial assay renders a positive result for a prohibited substance, it shall be followed by a confirmatory assay. The standard of resulting employed with respects to the urine drug testing specified by this Program is known as systems presence testing. If any prohibited substances are detected in a urine sample at or above the cut-off levels as established by USDHHS guidelines, the substance(s) will be deemed to be present in the system of the individual being tested and the test result will be reported as positive.

The presence of any positive blood alcohol level in excess of 0.02%, as determined by an evidentiary breath alcohol device, shall be considered a positive result.

To ensure the veracity of all final testing results, a Medical Review Officer ("MRO"), independent of the laboratory analyzing the urine specimen(s) shall be responsible for reporting the results to the employee in question and/or to the Employer. The MRO is a doctor with a specialized knowledge of the testing process. Any claims of valid reasons for the presence in the employee's system of an otherwise prohibited substance shall be investigated by the MRO, as shall be any claims of an inability to produce sufficient urine for analysis. The MRO shall be the sole authority as to the results of all testing. The Employer shall play no role in the determination of test results.

An employee who adulterates a urine specimen, attempts to adulterate a urine specimen, substitutes a specimen, or otherwise manipulates the collection and/or testing process as per the report of the MRO and/or collection personnel shall be considered to have refused participation in testing as required by the Program and shall be subject to disciplinary action commensurate with a positive test result. An inability to produce/provide a breath and/or urine specimen is considered a positive test unless there is a verifiable medical reason, as established by the MRO, that the specimen could not be produced.

C. Result Reporting

An employee who tests positive under this Program will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the Employer. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure

on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A documented violation of our Program will have occurred. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the Employer. Upon contacting the MRO, the employee in question may, at his/her own expense, elect to instruct the MRO to submit the sample in question for a repeat of the confirmatory assay process. Under no circumstances may this right to repeat the confirmatory assay be exercised after the final test results have been reported by the MRO to the Employer. Furthermore, as stated above, the MRO shall be the sole authority in determining the final results of any/all testing specified by this Program. The Employer shall play no role whatsoever in establishing the results of any testing.

All test results will be reported by the laboratory conducting the analysis to the MRO prior to the results being issued to the employee or to the Employer. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance included in testing will be listed along with the results of the testing. In the event that the Employer receives a summary report of a positive test, this report will indicate simply that the test in question was positive for one or more specific substances.

The employee being tested is required to complete any and all necessary releases of information requested by the Employer, the collection facility, and/or the MRO for the purpose of completing the testing process outlined above and for the purpose of sharing the results of said testing with the Employer. Failure to provide said release(s) shall constitute a refusal to comply with mandated testing and shall result in disciplinary action commensurate with a positive test for prohibited substances.

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated Employer officials with a legitimate need to access them. The information contained in these files shall be utilized only to properly administer this Program and to provide mandated documentation to certifying agencies for review as required by law. Other than for these express purposes, these records may not be shared by the Employer with any third party absent the express written consent of the employee in question. Any designated Employer officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Disciplinary action shall be taken, up to and including termination of employment, against any employee who knowingly violates the confidential nature of these records.

Any employee tested for alcohol and/or other drugs under this Program has the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, that a copy of the results be provided. The Employer 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, Return Receipt Requested.

D. Negative Dilute Test Results

In the event that the MRO reports the results of the testing regarding a specific urine sample to be negative, but in addition specifies that the urine sample is "diluted", has a "low creatinin level", or other synonymous result, the employee in question shall be required, at a time of the Employer's choosing, to repeat the collection and analysis process. Should the MRO report the results of the testing regarding a specific urine sample as "substituted", the employee in question shall be considered to have refused testing and shall be subject to disciplinary action commensurate with a positive test for prohibited substances.

VI. POSITIVE TEST RESULTS

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

1. The employee must complete thorough clinical evaluation by and to the satisfaction of a qualified chemical dependency professional. The qualifications of said professional must be acceptable to the Employer. Such assessment is available via the Employer's Employee Assistance Program (EAP).
2. The employee must authorize via any/all necessary written releases of information the assessing chemical dependency professional to submit to the Employer, in writing, a detailed summary of the recommendations, if any, made by the assessing chemical dependency professional pursuant to the employee in question.
3. The employee must demonstrate initial and ongoing compliance with any and all recommendations delineated in the assessing chemical dependency professional's written report.

4. The employee must, at a time and place of the Employer's choosing, complete urine drug testing as described in Sections III, IV and V of this Program.
5. The employee must submit to unannounced follow-up testing as described in Section IV of this Program.
6. The employee must continue to demonstrate compliance with any and all recommendations issued by the assessing chemical dependency professional and by subsequent professionals involved in the employee's evaluation, education, and/or care.

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

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

VII. TERMINATION NOTICES

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

ARTICLE XXI. NO STRIKES

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

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

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

ARTICLE XXII. HEALTH INSURANCE WAIVER

It is the expectation of the Township, the Association and all part-time employees covered by this collective bargaining agreement, that no part-time employee will work in excess of 1,500 hours in any year. It is hereby stipulated that the provisions of Section 505.60 of the Ohio Revised Code to the contrary notwithstanding, any part-time employee who works in excess of 1,500 hours in any year shall not be entitled to Township provided benefits for hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, prescription drugs, or sickness and accident insurance, or a combination of any of the foregoing types of insurance, or group life insurance, except as otherwise provided herein.

ARTICLE XXIII. COURT TIME

Whenever an employee is required to appear on off-duty time in his or her capacity as a Green Township Firefighter before any official court, or before the Prosecutor in pretrial conference, on matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate set out in Appendix A herein for such appearances. If any employee appears before a court or at a pretrial conference for more than two (2) hours during any given off-duty day, such excess time shall be compensated at one and one-half (1 ½) times the employee's normal hourly rate of pay as set out in Appendix A herein for all time spent in such appearance or appearances.

ARTICLE XXIV. SENIORITY AND LAY-OFF

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

Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within two (2) calendar years from the effective date of layoff;
- D. Is off the payroll for any reason whatsoever, except military service for one (1) calendar year.

The Association shall provide to the Township a proposed seniority list of employees covered by this agreement. Employer will review this list and once the parties have agreed on

the seniority list, said list shall be attached hereto and incorporated herein. Once established, this list shall be kept up to date and shall list each employee and his date of employment. In the event two or more employees have the same date of employment, the senior of said employees shall be assigned by lot.

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

ARTICLE XXV. ASSOCIATION DUES

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

ARTICLE XXVI. USE OF EXERCISE FACILITY

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

ARTICLE XXVII. INTEGRITY OF AGREEMENTS

The Township and the Association agree that the terms and provisions contained in this written Agreement constitute the entire Agreement between the parties and supersede all previous communication, understandings or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The Township and the Association agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and

unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

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

ARTICLE XXVIII. SAVINGS CLAUSE

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

ARTICLE XXIX. MODIFICATION OF STANDARD WORK DAY

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

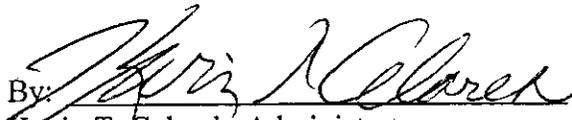
ARTICLE XXX. EXPIRATION

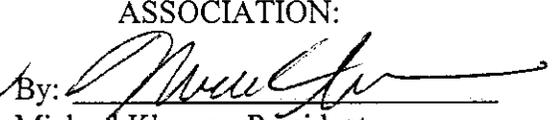
This Agreement shall be in effect for a period of three (3) years commencing on August 1, 2012, and terminating on July 31, 2015.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24th day of October, 2011.

GREEN TOWNSHIP
BOARD OF TRUSTEES:

GREEN TOWNSHIP
FIREFIGHTERS
ASSOCIATION:

By: 
Kevin T. Celarek, Administrator

By: 
Michael Kluener, President

Nov 28, 2011

12/2/11

APPENDIX A

WAGES

Grade	Year 1 8/01/12 - 7/31/13	Year 2 8/01/13 - 7/31/14	Year 3 8/01/14 - 7/31/15
Recruit	12.40	12.40	12.40
FF3	13.79	13.79	13.79
FF4	15.67	15.67	15.67
FF5	16.57	16.57	16.57
PM3	14.98	14.98	14.98
PM4	16.86	16.86	16.86
PM5	17.76	17.76	17.76

APPENDIX B

Description of Pay Grade Qualifications

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