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LABOR AGREEMENT

BY AND BETWEEN

THE GOSHEN TOWNSHIP BOARD OF TRUSTEES
CLERMONT COUNTY, OHIO

AND

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL NO. 3932

SERB CASE NO. 2012-MED-04-0520

EFFECTIVE:
JANUARY 1, 2013 – DECEMBER 31, 2014

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ARTICLE 1
PREAMBLE

This agreement is entered into by and between the Goshen Township Board of Trustees, hereinafter referred to as "the Township," and Local #3932, International Association of Firefighters (IAFF), hereinafter referred to as "the Union". It is the purpose of this agreement to achieve and maintain harmonious relations between the Township and the Union to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2
RECOGNITION

The Township recognizes the Union as the sole and exclusive bargaining agent with exclusive bargaining rights for all full time employees as defined in SERB Certification 99-REP-05-0106, as amended.

"Exclusive bargaining rights" shall be interpreted to mean that the Township shall not negotiate, meet or confer with any person, group of persons, associations or unions other than the bargaining unit of the Goshen, Ohio Local Union #3932, International Association of Fire Fighters, for the purpose of effecting or attempting to effect a change in the terms of this agreement as it applies to any provision of this Contract.

ARTICLE 3
CONSIDERATION

Nondiscrimination: The parties agree that their respective policies will not violate the rights or discriminate against any person because of sex, color, age, national origin, political affiliation, or military status.

ARTICLE 4
BULLETIN BOARDS

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

ARTICLE 5
PAYROLL DEDUCTIONS

A. Union Dues: Upon the written authorization of the employee, the Township agrees to deduct each pay period from the wages of each employee the sum certified as Union Dues, and deliver the sum to the Union Treasurer by the fifth (5th) day of the month following the month collected. Such authorization must be forwarded to the Township within thirty (30) days prior to the effective date. If any employee does not have a check

coming or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Payroll deductions will not be implemented or modified without a written authorization. Employees desiring to withdraw their payroll deduction authorization will notify the Township and the Union in writing.

B. All full-time bargaining unit employees in continuous employment of the Township for sixty days or more shall be liable for union dues or union fair share.

ARTICLE 6
SENIORITY

A. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated as a full-time employee in service of the Goshen Township Fire Department.

B. Accrual.

1. An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reported for work.

2. Seniority shall accrue during a continuous authorized leave of absence without pay provided that the employee returns to work immediately following the expiration of such leave of absence.

3. Loss of Seniority. An employee's seniority shall be lost and employment terminated when he or she:

   a. Terminates voluntarily
   b. Is discharged for just cause or involuntary separation
   c. Layoff and expiration of recall rights
   d. Failure to return to work at the expiration of a leave of absence

C. The Chief shall maintain a current seniority list.

D. Seniority shall govern the dispensing of all privileges provided by and governed by seniority in this agreement. Any tie in seniority between or among bargaining unit employees shall be decided in favor of the employee who had the higher ranking on the original appointment hire list.

ARTICLE 7
LAYOF/RECALL

A. Layoff. In the event the Township should decide to layoff Fire & EMS Department personnel, the employee(s) with the least seniority shall be laid off first. In the event an employee is laid off, he/she may elect to receive payment for earned but unused vacation, personal and/or holiday pay; or sick leave conversion as determined by Article thirty one

(31) of this agreement. The established orders in which layoffs within the same classification occur within the Fire & EMS Dept. are as follows,

1) Part-Time employees
2) Probationary employees
3) Full-Time employees

B. Recall. Bargaining unit employees who are on lay-off shall be placed on a recall list for two (2) calendar years and shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back and continuing in the like manner until the required number of employees has been obtained.

C. Recall Notification: No new employee shall be hired until all employees who have been laid off and who still have recall rights 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 within the time limit removes them from the recall list.

D. Re-opener: This article may be re-opened for contract year 2014 by either party, pursuant to the statutory procedures set forth in Chapter 4117 of the Revised Code. Any language agreed upon in the re-opener shall be included as an Addendum to this Agreement.

ARTICLE 8
PERSONNEL RECORDS

A. The Township Administrator shall maintain a personnel file folder for each employee. Said folder shall contain, but not be limited to, the following documents:

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

B. This folder will be under the supervision and control of the Township Administrator.

The employee may review said folder during the hours of 9:00 am to 4:00 PM, Monday through Friday, by appointment with the Township Administrator.

The employee, the employees' legal Guardian, a Union representative, or an attorney authorized in writing by the employee to inspect the folder, may review this folder.

C. Employees shall have the right to obtain copies of all information contained in the folder. The first copy shall be free. Additional copies will cost ten cents per copy.

D. If any employee disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, he/she may request the Township or the Administrator to investigate the current status of any information. Said request must be in writing and filed with the Administrator within thirty (30) days of receiving this request; the Administrator shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall tell the employee in writing of the results of the investigation.

If after the Township or the Administrators' determination, the employee is not satisfied with the result, the Township or the Administrator shall either:

1. Permit the employee to include within the folder a brief written statement of his/her position on the disputed information; or

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

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

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

F. The Township or Administrator will prepare and disclose any records identified as public records in accordance with O.R.C. 149.43. To the extent permitted by Ohio law, the 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.

G. Records of oral warnings and written reprimands, and suspensions from duty shall cease to have force and effect three (3) years from the date of issuance for purposes of progressive discipline provided no similar intervening discipline has occurred.

ARTICLE 9
MILITARY LEAVE

Bargaining unit employees shall be granted military leave in accordance with state and federal law.

ARTICLE 10
SICK LEAVE

A. Each bargaining unit employee shall be entitled to, for each completed bi-weekly period, sick leave benefits of five and one-half (5½) hours.

B. There is no cap on sick leave accumulation.

C. Approval of Usage: The Chief of the Fire & EMS Department, or other authorized official designated by the chief, has the authority as provided by the Township Trustees, to approve or deny the use of sick leave. No employee shall be required to submit a doctors' certificate, unless he/she is absent for two (2) or more of his/her scheduled workdays in a row, or when the Employer believes there is sick leave abuse.

D. Computation of Usage: Employees shall be charged for sick leave usage on an hour-by-hour basis.

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

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

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

F. Employees Claim for Sick Leave: The employee shall submit a Leave Form in order to receive payment under the sick leave provisions. For extended absences, payment may be approved at the discretion of the Chief prior to submission of the form.

G. All employees are eligible to use seventy-two (72) hours per year as personal leave. This time will be deducted from the employee's accrued sick leave when used. This time may be used for personal reasons.

H. If an employee is off work due to an illness or injury while off duty, the Township shall pay for the Township's portion of the employee's medical insurance until the employee uses up their comp time, sick time, and holidays. After all their time is used, they will be

offered insurance through the employer, provided the employee pays 100% of the premium to the Township. A bargaining unit employee may be separated from employment after six (6) calendar months.

I. Light Duty: Light Duty must be approved by an employees' Physician, and the Township has the option to send the employee to their physician if they wish, at their expense. Should the opinion of the Township physician conflict with the opinion of the employees physician, a third opinion may be sought by the Township, at their expense, by a board certified Ohio Physician, whose opinion will be accepted by both parties as final and binding.

ARTICLE 11
FUNERAL LEAVE

A. Leave with pay shall be granted when a death in the immediate family occurs. Immediate family for this article shall include the employee's parents, spouse, child, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or grandchildren.

B. Extent of Benefit: A single tour of duty will be granted for twenty-four (24) hour shift employees. If the death occurs during an employee's tour of duty and the employee leaves his/her tour, the remainder of the tour shall be charged to sick leave.

C. Additional funeral leave or funeral leave for individuals not identified in Section B may be granted upon request, with the approval of the Township Administrator or his designee. Funeral leave in excess of Section B of this article shall be charged against accumulated sick leave.

ARTICLE 12
LEAVE OF ABSENCE WITHOUT PAY

A. LEAVE WITHOUT PAY

There are basically three types of leave without pay, which the Township may grant to an employee:

1. Personal leave.
2. Educational leave.
3. Disability leave.

Personal leave may be granted up to sixty (60) calendar days for any personal reasons of the employee.

Educational leave may be granted up to one (1) calendar year for purposes of education, training, or specialized experience of the employee, which would be of benefit to the Township.

The Township is not required to grant a personal or educational leave of absence. This decision is left to the sole discretion of the Board of Trustees.

Upon completion of a leave of absence, the employee will be returned to his position or a similar position at the same classification.

An employee, while on leave without pay, does not earn sick leave or vacation time, nor do they receive holiday pay or accrued benefits.

APPROVED LEAVE OF ABSENCE (WITHOUT PAY)

1. Leave of absence without pay, other than described above, is subject to the approval of the Township Board of Trustees.

2. An employee who requests a leave of absence without pay because of illness (disability leave) may be required to submit a physicians' recommendation with the request for leave.

3. In cases where an employee is unable to predetermine the exact length of his leave, an indefinite leave, not to exceed six (6) calendar months may be approved. The employee shall be required to give the Township at least three weeks notice of his desire to return to work, but, upon such notice, the employee will be permitted to return, if he or she can perform the essential functions of his or her position. Said notice must be submitted in writing.

4. When a leave of absence is granted for a definite period of less than six (6) months, the employee may be reinstated prior to the expiration of that period if requested by the employee in writing and approved by the Township Board of Trustees.

5. Failure to return to work more than three (3) calendar days after the expiration of the approved leave shall be considered as absence without leave and shall be considered job abandonment and be just cause for discharge.

6. If leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Township will cancel the leave and direct the employee to report for work by giving written notice to the employee. Failure to return to work shall be cause for discharge of the employee from Township service.

7. The written notice called for herein will be sent to the Employee's address of Record in his/her Personnel file.

ARTICLE 13
SAFETY AND HEALTH

A. It is agreed that safety must be a prime concern and responsibility of both parties. The Township accepts the responsibility to provide safe working conditions, equipment,

vehicles and working methods for all employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Township.

B. Each station officer shall have discretion to remove an apparatus from service if in his/her opinion the mechanical condition of the apparatus warrants removal, pending inspection by a command officer. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Chief of the Fire & EMS Department. Employees shall not utilize damaged safety equipment and apparel.

C. The Township will agree that blood tests for carbon monoxide poisoning will be provided upon request for any employee treated in a hospital for inhalation of an irrespirable atmosphere, and the employee will be given a report of the test upon request. The Township will pay any legitimate cost for a blood test not covered by medical insurance or Workers' Compensation.

D. The Township will continue to furnish safety apparel and equipment.

E. The Township will provide an inoculation for prevention of Hepatitis Type B. It will also provide Flu, TB, and Tetanus as needed.

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

G. The employer agrees an employee shall not be disciplined for refusing to use defective equipment (where such equipment has been determined to be defective by the Employer), which would, if used, present a real and present danger to the physical safety of the employee or his/her fellow workers. An employee who discovers a defective piece of equipment or any other safety hazard shall report it immediately to his/her supervisor. It is understood that this Article does not apply to safety hazards, which are inherent in the business.

H. Issues of safety and health may be addressed in the Labor Management Committee, as provided in Article 26 of this Agreement.

I. Physical Examination Testing

The Township will provide each employee with a physical examination once each year at no cost to the employee. The examiner and content of the examination will be established by the Township.

In the event the result of an examination calls into question an employee's fitness for duty, the employee may be required to submit to additional medical examinations to determine whether an employee is fit for duty. After any medical examination each

employee must forward an examination report to the Township's Medical Officer. The Medical Officer will notify the Fire Chief if an employee's fitness for duty is in question.

An employee must provide a medical certification from their physician certifying their fitness for duty. Final approval for return to duty shall be subject to certification from the original examining physician.

In the event of conflicting medical opinions between an employee's physician and the original examining physician, the Township's Medical Director shall provide a recommendation on the employee's fitness for duty/return to work status.

ARTICLE 14
HOURS OF WORK AND OVERTIME

A. The standard work day for employees covered under this Agreement shall be twenty-four (24) hours. This shall be known as the employee's "tour of duty" or standard work day. The standard work period for employees covered under this Agreement shall consist of a forty-eight (48) hour average work week. Every three (3) weeks, all 24/48 hour employees shall receive an EDO (Earned Day Off) to reduce the employees' hours worked to 48 hours. EDO days shall be a scheduled day off. EDO may be any day of the week; the most senior employee may choose his/her day first. No more than one (1) bargaining unit employee may have the same EDO day on the same unit day. The employee's standard number of hours worked annually will be two thousand four hundred ninety six (2,496). .

B. The tour of duty shall commence at 0700 hours and continue through to 0700 the following day. The work period for FLSA purposes shall be set at twenty-one (21) calendar days. Any hours worked outside the employee's normally scheduled shift shall be paid at a rate of time and one-half (1½).

C. The Township reserves the right to require any or all employees to work overtime when the operational needs of the department require it.

D. Time will be calculated in the following increments: 1 min thru 15 min = 15 minutes, 15 min thru 30 min = 30 minutes, 30 min thru 45 min = 45 minutes, 45 min thru 60 min – 1 hour rate.

E. If an employee wishes to take time off using comp time, they must follow the vacation request guidelines in Article 19D.

F. Accumulated totals of comp time will be reduced by scheduling employees to use their compensatory time off, when it is consistent with the needs of the department, and by paying them for unused comp time in excess of 240 hours subject to succeeding limitations, below.

Bargaining unit employees with compensatory time balances in excess of 100 hours at the first pay day in April 2013 shall be paid for amounts in excess of the 100 hour limit;

such pay shall be processed no later than 30 calendar days from the first pay day in April 2013. Thereafter, no employee shall have a compensatory time balance in excess of 100 hours.

Bargaining unit employees who have a compensatory time balance at or below 100 hours at the time of the execution of this agreement shall have a compensatory time cap set at 100 hours. Such employees shall not be permitted to carry a compensatory time balance in excess of 100 hours.

Upon execution of this Agreement, bargaining unit employees shall not be permitted to accumulate any more compensatory time (employees shall be paid overtime instead).

G. Existing Hours

Only overtime compensatory time will be subject to (F), above.

H. Mandatory Overtime

A mandatory overtime list will be established effective January 1, 2013, which will initially be created using seniority, as described in Article 6 (Seniority), Section (A). The list will be created by the Employer and maintained by the highest officer on shift, or the OIC if no officer is present. The list shall be initially prepared listing the least senior employee on top and the most senior employee at the bottom. If a bargaining unit employee volunteers for overtime prior to the filling of the mandatory assignment, he or she shall fall to the bottom of the list. Further, once a bargaining unit employee performs the mandatory overtime assignment, he or she shall fall to the bottom of the list. Pre-determined open shifts shall be posted no less than twelve (12) hours prior to the mandatory overtime assignment. Open shifts as a result of call-off will be filled per departmental policy.

I. Hold-overs

Should an oncoming employee be late or a call-off occur, the off-going bargaining unit member who is highest on the mandatory overtime list is required to hold-over. Hours will be calculated in accordance with sections on overtime. If the hold-over lasts longer than four (4) hours, this will count as a mandatory overtime assignment, thus moving the employee to the bottom of the list.

ARTICLE 15
EMERGENCY CALL IN PAY

A. If a bargaining unit employee is called in on an emergency basis he/she will remain on duty only until all regularly assigned personnel return to station, and all fire vehicles and equipment have been placed back into service and he/she has been released by the Unit Commander. A bargaining unit employee who is called in on an emergency basis will be entitled to a minimum of two (2) hours for the call-in (or any additional call-ins occurring

in the two (2) hour period). Such employee may be required to perform regularly assigned chores and duties when called in on an emergency basis.

B. The Employer will utilize an established recall procedure.

ARTICLE 16
HOLIDAYS

A. Full time bargaining unit employees of the Township are entitled to twelve (12) hours of pay for each holiday listed below provided that the employee is a regular employee with at least six (6) month's full time service prior to the month such holiday occurs. Hourly employees must work the scheduled shift before or the scheduled shift after to be paid for that holiday. Any employee who works on a holiday listed below as authorized by his immediate supervisor shall be paid at a rate of one and one half (1½) for each hour worked.

B. The following are the holidays recognized for purposes of this Article:

1. New Year's Day: January 1
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day: Last Monday of May
5. Independence Day: Fourth of July
6. Labor Day: First Monday in September
7. Columbus Day: Second Monday in October
8. Veterans Day: November 11
9. Thanksgiving Day: Fourth Thursday in November
10. Friday After Thanksgiving: Fourth Friday in November
11. Christmas Eve: December 24th
12. Christmas Day: December 25th
13. New Year's Eve: December 31st

C. Full time bargaining unit employees that have to work the above holidays will be compensated at one and one half (1½) times as described in (A), above, from 0700 hours to 0700 hours, to coincide with the tour of duty that begins on that holiday.

D. Holiday pay will be given while an employee is on sick leave or vacation. Holiday pay will not be given while employee is on leave of absence or other unpaid status.

E. Any 40-hour employee will follow the Township holiday policy.

F. Holiday pay described in (A), above, will be paid (and will encompass pay for all holidays as described in (B)) on the first pay in November of each calendar year beginning in 2013 by separate check. Holiday pay will be prorated for bargaining unit employees who separate from employment, and the Employer may deduct compensation paid to an employee who leaves employment between November 1 and December 31.

ARTICLE 17
WAGES

A. The Trustees, of the Township of Goshen, Clermont County, Ohio, has established for the appropriate classifications wage rates under this Agreement. A schedule of those rates is found in subsection F of this Article.

B. All bargaining unit employees shall be paid twice a month. All new employees in the Fire Department shall start at the appropriate pay scale according to their classification and years of full time service.

C. All new employees will be cross-trained and be of the classification of Paramedic/Firefighter (240) before being accepted as a full time bargaining unit employee.

D. Contract Period:

1. Wage Rates shall be effective January 1, 2013.

E. Salary Adjustment

1. The salary of each employee shall be adjusted on the first pay period of the Contract year. For the purposes of this article, January 1 of the year of hire (as noted by the Seniority list from Article 6) shall be the anniversary date for each employee regardless of actual start date.

F. Schedule of Wage Rates (0%) (1/1/2013)

Base Entry Rate	$36,785.22
Non-Probationary Fire Fighter/Medic (1+ years service)	$37,794.07
Senior Fire Fighter/Medic (4+ years service)*	$41,818.64
Lieutenant ($3,000 over Senior FF rate)**	$44,818.64
Captain ($4,000 over Senior FF rate)***	$45,818.64

*Senior Fire Fighter/Medic employees must have the certification and driver status prior to the fourth year of service to receive the Senior rate; otherwise, they shall remain at the Non-probationary rate until they become certified and eligible to drive.

**Lieutenants would start at the established rate so long as he or she meets the qualifications of a Senior Fire Fighter/Medic (i.e., 4 years of service, Fire Safety Inspector certification, and Driver/Engineer status).

**Captains would start at the established rate so long as he or she meets the qualifications of a Senior Fire Fighter/Medic (i.e., 4 years of service, Fire Safety Inspector certification, and Driver/Engineer status).

For the beginning of the pay period that includes January 1, 2014 through December 31, 2014, the Parties agree to a wage re-opener negotiated pursuant to the statutory procedures set forth in Chapter 4117 of the Revised Code, provided they cannot agree to wage rates for the affected period. Any language agreed upon in the re-opener shall be included as an Addendum to this Agreement.

ARTICLE 18
UNIFORMS & FIRE GEAR

A. Uniforms and personal protective clothing will be provided to the bargaining unit employees by the department, on an as needed basis. Minimum department issue consists of the following:

3 each – navy blue shirts, long sleeve and short sleeve, with appropriate patches, badges, pins;
3 – Navy blue pants;
3 – Navy blue T-shirts with department logo;
1 – black belt;
1 – Pair black shoes/boots;
1 – Winter coat;
All protective fire gear;
1 – Sweat shirt.

If there is a substantive change in a uniform item, the Employer will provide the modified item to bargaining unit employees in quantities descried above.

B. All employees must report to work in uniform. The uniform and all items of clothing that make up the Township issue and accessories must be clean, neat, and orderly. Uniforms, personal protective clothing, or department issued clothing, as appropriate, shall be worn on tour of duty days. All work uniforms shall be of the same style and color and be approved by the department.

C. Only footwear (shoes/boots) issued and/or approved by the department shall be worn when on duty. The department will pay an amount up to the cost of one pair of boots of the type approved by the Chief. The Chief must authorize Boot/shoe styles, other than those approved. The individual, prior to issuance, shall pay any difference between the amount paid by the department and the actual cost of an approved substitute pair of footwear. Department issue footwear shall only be worn in conjunction with department activities.

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

Upon completion of the new hire probationary period, the Employer will provide the bargaining unit employee a Class "A" uniform.

ARTICLE 19
VACATION

A. Employees shall earn vacation hours accruing January First (1st) according to their number of years of service as follows:

1. After 1 year through 5 years –96 hours
2. After 6 years through 10 years of service –144 hours
3. After 11 years through 25 years of service –192 hours
4. After 26 years and additional –240 hours

B. Vacation credit accrues while on vacation.

C. For this article, service credit means the time in the full-time service of Goshen Township, and includes all prior full time service with another township in the State of Ohio*. Service credit shall not accrue during periods of suspension or layoffs.

D. The vacation season shall be from January 1st through December 31st. During the month of January of each year, each employee can submit vacation requests. Requests for vacation time shall be processed by seniority.

E. An employee shall take vacation leave during the year in which it was accrued. Employees may carry over up to two (2) years worth of vacation leave into a succeeding anniversary year. Employees cannot maintain a vacation balance of more than three (3) years worth of vacation accrual.

*Employees hired prior to September 14, 2009, shall have prior full-time service with another political subdivision in the State of Ohio count as service credit for purposes of vacation accrual.

ARTICLE 20
PROBATIONARY PERIOD

A. The probationary period for all new full-time employees hired for positions covered by this agreement shall be one (1) calendar year. Discipline and/or termination of an employee during this period may be done at the discretion of the Employer, without recourse to the grievance and arbitration procedures within this agreement.

A new hire probationary employee who completes six (6) months of the probationary period will be given a performance evaluation to address any concerns by the Employer; this evaluation process does not prohibit the Employer from discharging an employee discretionarily prior to the completion of six (6) months.

An employee who receives a promotion shall be in a probationary period for six (6) calendar months from the date of promotion, during which time the Township may revoke the promotion, and the employee would be returned to his or her former position (this does not prevent the Employer from disciplining an employee under the Discipline article).

ARTICLE 21
COURT LEAVE

The bargaining unit employee necessarily absent from regularly scheduled work duties or mandated for appearance during off-duty hours because he/she has been subpoenaed as a material witness for any court or jury duty by the United States, State of Ohio, or political subdivision, shall receive his/her full pay for time absent if the case is related to township business.

ARTICLE 22
VOTING PROCEDURE

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

ARTICLE 23
INSURANCE

A. All full-time regular employees are entitled to receive health insurance coverage, 95% of which is to be paid by the Township at the beginning of this contract term. The amount of an employee's contribution may be increased no more than 10% annually, at the discretion of the Township Trustees.

B. Employees in the bargaining unit will be entitled to the same coverage as other Township employees, provided by the same insurance carrier(s). The choice of insurance carrier(s) shall be solely within the discretion of the Employer. Current insurance policies for medical, dental, liability, disability and cancer will be in effect unless changed by the Township Trustees. If the Township anticipates a change in the insurance carriers or the type and scope of coverage, the Union will be notified in advance and permitted to meet and confer with the Employer on such potential changes before the Township initiates any change. If there is a change in insurance plan components, the Employer will offer a generally comparable insurance plan.

C. All full time employees have the option to accept the medical insurance (through self or spouse) provided in this Article, or to decline such coverage and receive a lump sum annual payment equal to twenty-five percent (25%) of the applicable bargaining unit member's health insurance premium, pursuant to state and federal law. All payments provided for in this paragraph shall be made on or before the fifteenth (15th) day of December of each calendar year.

ARTICLE 24
GRIEVANCE PROCEDURE

A. Grievance and Arbitration Procedures

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

   Union representation at Step Two of the grievance procedure shall be limited to the designated representative and the aggrieved employee. The Union President and/or Legal Counsel may accompany the grievant and the designated representative at Steps three and four. By mutual agreement additional persons may be designated to attend.

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

3. Step 1. The employee (or group of employees) shall present the grievance in writing to his/her immediate supervisor for his/her disposition, except for monetary issues; this must be done within fifteen (15) calendar days (excluding Saturday, Sunday, and recognized holidays) following the date of occurrence or when the employee or the Union should have had knowledge of the occurrence of the facts upon which the grievance is based.

   The immediate supervisor shall reply in writing to the aggrieved within Fifteen (15) calendar days (excluding Saturday, Sunday, and recognized Holidays). If the Grievant considers the response to be unsatisfactory, he must present the grievance and any responses to the next step within fifteen (15) calendar days (excluding Saturday, Sunday, and recognized Holidays), or the grievance will be considered resolved.

4. Step 2. The grievance, together with all correspondence, shall be submitted to the Chief within fifteen (15) calendar days (excluding Saturday, Sunday, and recognized Holidays). The Chief or his designee shall investigate and hold a grievance Hearing within fifteen (15) calendar days (excluding Saturday, Sunday, and recognized Holidays) after receipt of the grievance. The Union and/or its representatives and the Employer shall have the right to call such witnesses that are necessary to the investigation and explanation of the grievance. A member of the Grievance Committee may represent the aggrieved at this Hearing. The chief shall give his answer to the Union and the aggrieved in writing within fifteen (15) calendar days after the termination of the Hearing, (excluding Saturday, Sunday, and recognized Holidays). If the Grievance is not resolved, the Grievant must continue to step 3.

5. Step 3. The grievance must be submitted to the Township Administrator no later than fifteen (15) calendar days (excluding Saturday, Sunday, and recognized Holidays) to be considered. If the grievance is not so presented, it will be considered resolved. A meeting shall be scheduled within fifteen (15) calendar days (excluding Saturday, Sunday, and recognized holidays) after the filing of the grievance in Step 3. The decision of the Township Administrator shall be given within fifteen (15) calendar days of said meeting (excluding Saturday, Sunday, and recognized Holidays). If the aggrieved employee does not notify the Township Administrator through the President of the Union of his/her dissatisfaction with the decision rendered as described in Step 3, the grievance shall be considered resolved. If the Township fails to answer in writing within fifteen (15) calendar days (excluding Saturday, Sunday, and recognized holidays) time period, the Union may proceed to Step 4.

6. Step 4. Failure to resolve any grievance process through Step 3 may result in the grievance being referred to an Arbitrator, provided written notice for the same is made by the Union President or his/her designee with fifteen (15) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision of the Township, or after the fifteen (15) calendar day period in which the decision is due. In the event that the Union President or his/her designee should fail to serve such written notice on the agency from which the Arbitrator is to be provided and the Township, the grievance shall be considered resolved.

7. After receipt of a request to arbitrate, the Arbitration Mediation Service (AMS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Either party may once reject a list prior to beginning the striking procedure, and submit a request for another list from the AMS.

8. The Union or the Township may withdraw its request to arbitrate at any time prior to the actual hearing. The party canceling the arbitration shall pay any cancellation fee due the arbitrator.

B. Power of Arbitrator

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

2. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or addendum to this agreement, nor to rule in any matter except while this agreement is in full force and effect between the parties. In the

event a case is appealed to an arbitrator, and he finds that he has no power to rule on such case, the grievance will be denied.

3. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and any post-hearing briefs or motions.

4. If the arbitrator upholds the grievance as set forth by the Union and grants the remedy sought by the Union, the Township shall bear the expenses of the arbitrator. If the arbitrator denies the grievance, the Union shall bear the expenses of the arbitrator. In all other circumstances, the expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.

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

C. The Township is authorized to pay grievance settlements.

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

E. Any grievance involving lost pay discipline may be initiated by the Union at Step three of the grievance procedure, subject to the time limits of Step one.

F. The grievance Form shall be attached to the Agreement as an Appendix.

ARTICLE 25
DISCIPLINE

A. The tenure of every bargaining unit member shall be during good behavior and efficient service. No non-probationary bargaining unit employee shall be disciplined except for those grounds set forth in Article 25 (B).

B. Any employee may be disciplined for the following infractions: incompetence; inefficiency; dishonesty; consumption of alcohol or illegal prescription medications while on duty; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty; absence without leave; and any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance which adversely affects the ability of the Township to provide services to the public. No employee shall be disciplined except for just cause. The Township may take this type of action while the employee is on duty, working under the colors of the Township; or off-duty representing himself as an employee of the Fire & EMS Department. The employee may not be disciplined for actions on his own time that do not reflect directly on the Fire & EMS Department or do not violate any State or Federal statutory provisions.

C. In initiating discipline, the Township agrees to the following forms of discipline.

1. Verbal warning;
2. Written reprimand;
3. Suspension without pay, for up to 10 tours of duty;
4. Reduction in classification or Discharge.

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

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

E. Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the infraction by discussing the infraction with the employee. The Employer may issue verbal warnings or written reprimands without prior notice where the Employer feels that immediate discipline is warranted.

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

At the pre-disciplinary conference, the Township designee shall act as a neutral hearing officer. The Township designee shall take evidence from both the Fire Chief or his designee, and the employee as to the nature of the infraction and the reasons why suspension or discharge is warranted. The employee may appear at this pre-disciplinary conference with or without a representative and may, without penalty, either participate or not participate in the presentation of evidence.

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

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, including the Fire Chief or his designee. The employee shall be entitled to one continuance of the pre-disciplinary conference for a period not less than five (5) days nor more than ten (10) days.

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

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

Within seventy-two (72) hours of the conclusion of the pre-disciplinary conference, the Township designee will issue a written opinion of the findings and recommendations to the Township Administrator who will then decide appropriate discipline.

G. The afore-stated Article does not apply to employees who have failed to complete the probationary period. In those cases, the employee serves at the will of the employer and may be disciplined or discharged for any reason.

ARTICLE 26
LABOR MANAGEMENT COMMITTEE

A. Committee: In the Interest of sound relations between the Union and the Township, a joint committee of no more than six (6) members, half of whom shall be from Management and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern. This committee should meet no less than quarterly per calendar year and at any time requested with five (5) days notice by either party. The requesting party shall submit an agenda with not more than five (5) agenda items. Prior to the meeting, each party will submit to the other party the names of committee members attending the meeting.

B. Meetings between the work force and the Administrator will be held on each shift on a quarterly basis. The Union President will contact the Administrator to schedule these meetings.

C. Local 3932 members shall be paid their appropriate wage while on duty for time spent in Labor Management Committee sessions as described in this Article. No employee will be paid for time spent in such sessions while off-duty.

ARTICLE 27
LOCAL 3932 ACTIVITIES

A. Meetings

1. The Union shall be allowed to conduct Union Meetings in the Fire House in an area agreed to by the Township Administrator, provided such meetings do not interfere with operations.

2. Members on duty shall be allowed to attend, provided attendance does not interfere with their work duties.

B. Non-Members

1. Non-employee representatives of the Union shall be permitted on the premises for the purpose of processing grievances or attending meetings as permitted herein

with prior approval, provided they do not interfere with operations. Upon arrival, the Union representative or guest shall identify him/herself to the shift supervisor.

C. Recognition

1. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection as a Union representative by the employees of the certified bargaining unit.

D. Negotiating Committee

1. The Union shall advise the Township of the name of its negotiators, not to exceed three (3). A maximum of three (3) such representatives shall be paid their appropriate wage while on duty for time spent in negotiating sessions. No employee will be paid for time spent in such sessions while off-duty.

2. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Chief sufficiently in advance of scheduled bargaining meeting, so as to permit scheduling for continuity of operations with the department.

3. Any statement made by a bargaining unit member to a non-employee Union Representative or local executive officer shall be considered confidential, provided the law recognizes it as confidential.

E. Union Business Leave

Bargaining unit employees doing Union Business shall be granted union business leave for attendance at local meetings, State and International meetings and conferences, pension business, and educational conferences. The Union President shall approve and submit documentation for record keeping purposes. (See appendix Form 2.) The Union President shall provide fourteen (14) calendar days advanced notice for use of such leave. There will be ninety-six (96) hours of Union business leave available on January 1 of each calendar year. Unused union business leave shall be carried over to successive calendar years, provided such bank shall not exceed a total of two hundred (200) hours. The Employer shall allow no more than two (2) bargaining unit employees off per shift on Union business leave at one time.

ARTICLE 28
AGREEMENT PRINTING

The Township shall supply and provide Local 3932 with copies of the adopted Agreement.

ARTICLE 29
EMERGENCY WAIVER

In cases of emergency impacting the Goshen Township Fire Department jurisdiction and/or operations declared by the President of the United States, the Governor of the State of Ohio, the Township Administrator, the Director of Homeland Security, the Federal or State Legislature, the Federal Emergency Management Agency/(FEMA), or local Emergency Management Agency, for things such as but not limited to acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Township:

A. Time limits for the processing of grievances; and

B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 30
SEVERABILITY CLAUSE

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

ARTICLE 31
BENEFITS TO BE PAID UPON TERMINATION

A. Accrued Vacation upon Retirement, Resignation or Death: An employee, who voluntarily resigns or retires with Two (2) weeks notice; or dies, shall be paid for vacation credit earned in the previous year, but not taken, and for vacation credit earned in the present year.

B. Sick Leave Conversion upon Retirement:

1. Any full-time bargaining unit employee with accumulated sick leave to his or her credit, who (1) dies or retires from Township employment and is eligible at the time of his or her separation from employment to receive service retirement benefits; and, (2) has ten (10) or more years of service with the state, any political subdivision, or any combination thereof; may be paid at the time of retirement upon request for fifty percent (50%) of the employee's accumulated sick leave at his or her hourly rate, pursuant to the formula below, or he may retain such sick leave balance for transfer to another jurisdiction.

Payments authorized by this section shall be limited to a maximum sick leave accumulation of 480 hours (50% of 480 = 240 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of 240 hours of accrued but unused sick leave.

Employees whose separation from the Township's services is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

2. Any full-time bargaining unit employee with accumulated sick leave to his or her credit, who (1) dies or retires from Township employment and is eligible at the time of his or her separation from employment to receive service retirement benefits; and, (2) has twenty (20) or more years of service with the state, any political subdivision, or any combination thereof; may be paid at the time of retirement upon request for one hundred percent (100%) of the employee's accumulated sick leave at his or her hourly rate, pursuant to the formula below, or he may retain such sick leave balance for transfer to another jurisdiction.

   Payments authorized by this section shall be limited to a maximum sick leave accumulation of 480 hours (100% of 480 = 480 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of 480 hours of accrued but unused sick leave.

   Employees whose separation from the Township's services is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

C. An employee, who resigns or retires with required notice, or dies, will be paid for accrued holiday benefits as stated in Article 16B.

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

ARTICLE 32
MINIMUM MANPOWER

A. Minimum number of personnel on station will be 7 at any time.

(During the term of the contract, the Parties agree that the provisions of Article 32, Manpower, are suspended, and the Employer has the right and ability to staff the station with personnel less than 7, but no lower than 5. The Parties agree to meet to discuss possible operational modifications during the contract period of reducing manpower from 7 to 5. These discussions shall occur in Labor/Management Meetings, and any regulations promulgated shall be issued to the Union and bargaining unit members.)

ARTICLE 33
DRUG/ALCOHOL TESTING

A. Purpose of Drug and Alcohol Testing Program

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

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

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

B. Definitions

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

2. Alcohol Test: A blood sample or urine sample taken at either a hospital or accredited testing laboratory, or a breath test administered by an operator licensed by the Ohio Department of Health on a machine approved by the Ohio Department of Health.

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

4. Positive Test Result: A test performed: (i) on a blood specimen provided by the employee measuring an alcohol concentration by weight in such specimen of .01% or more; (ii) a breath specimen provided by the employee measuring a concentration of one hundredth gram or more by weight of alcohol per two hundred ten liters of employee's breath; (iii) a urine specimen provided by the employee measuring a concentration of fourteen thousandths of one gram or more by weight of alcohol per one hundred milliliters of employee's urine; (iv) a urine

specimen provided by the employee detecting any amount of drug (any controlled substance listed on schedule I-V of 21 C.F.R. 1308).

C. General Rules

1. Department employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutory defined illegal use of drugs by employees, whether on or off duty, is prohibited. Department employees are prohibited from consuming or possessing alcohol at any time during or just prior to the beginning of a work period, or anywhere on Township property, including buildings and Township owned vehicles.

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

3. Failure of any Fire employees to comply with the intent or provisions of this Article of the Contract establishes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Fire Chief. Refusal by any Fire employee to take a required test, e.g., a test that is ordered based upon reasonable suspicion as defined above, or under circumstances described below, or follow this Article of the collective bargaining agreement, will result in immediate relief from Fire duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required drug test within two (2) hours after receiving the order, or to a required alcohol test within one (1) hour of receiving the order.

D. Policy – Drug Test/Urinalysis and Alcohol Testing

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

   a. The Chief or his designee or those acting in that position may order a drug/alcohol test for any of the following reasons: (1) he has reasonable suspicion that an employee is using, or is under the influence of drug, narcotics or alcohol, (2) an employee is involved in an accident with property damage, (3) an employee is involved in an accident resulting in an injury and/or (4) an employee has been chosen at random pursuant with policies and procedures listed in Appendix A of this Agreement.

   b. The order shall be in writing and the employee shall be advised of circumstances surrounding the order to test.

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

d. The Fire Chief or his designee orders a drug or alcohol test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs and/or alcohol, and shall prepare a report containing the facts and circumstances including any pertinent dates, and times. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she chooses.

e. Any positive test result will be submitted as a part of a written complaint by the Fire Chief or his designee ordering the test.

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

a. The employee shall be granted time to change from uniform to civilian clothing.

b. The employee will be transported to the designated testing center by a supervisor.

c. The employee may request that a Fire Department employee of his choice be present for the transportation and test, provided said individual is on duty and reasonably available.

d. A controlled test will be conducted by personnel of the testing site.

e. Subject to the rules of the testing authority, the employee may have an observer present for the test.

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

g. All parties involved will be transported back to the Fire Department.

h. If the employee is held over his assigned time he will be compensated for that time.

3. A negative test result shall bar the Township from further discipline, for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy.

4. A positive test result on an alcohol test may serve as a basis for discipline, up to and including dismissal.

E. Random drug testing is found in Appendix A.

ARTICLE 34
MANAGEMENT RIGHTS

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

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

B. Direct, supervise, evaluate or hire employees;

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

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

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

F. Determine the adequacy of the workforce;

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

H. Effectively manage the workforce;

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

ARTICLE 35
VACANCIES

A. Open positions will be posted for 30 days.

B. Job description and duties will be posted.

C. Applications will be turned into Chief, with consideration being made to full time employees first.

D. Labor management committee will investigate, interview and process applicants through an approved testing procedure, if one exists.

E. All promotions will be made by the Trustees with recommendation by the Chief of the department and the labor management committee.

F. Open Positions: Full time and Officer Positions shall be filled within 120 days of opening.

(During the term of the contract, the Parties agree that the provisions of Article 35, Vacancies, are suspended, and the Employer has the right and ability to refuse to fill "open" positions due to attrition (including resignation, retirement [including disability "retirement"], discharge, etc.). The agreement to suspend this provision of the contract does not mean that either party has surrendered its position on the meaning of the original contract language.)

ARTICLE 36
DURATION

A. This agreement shall be effective January 1, 2013 and shall remain in full force and effect until December 31, 2014 unless otherwise terminated as provided herein.

B. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent to the other party and SERB no earlier than one hundred and twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notification shall be by certified mail with the return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The parties may also amend this agreement at any other time in writing by the Labor Management Committee process as outlined.

C. In addition to individual references to re-openers in certain articles of this Agreement, either the Union or the Employer has a unilateral right to immediately re-open Articles 17 (Wages), 32 (Minimum Manpower), and 35 (Vacancies) if the Township successfully passes a safety-service and/or fire levy which would increase revenues to the fire department, or if a new revenue source is secured which could provide a recurring increase to the Fire Department revenues.

ARTICLE 37
STRIKES AND LOCKOUTS

A. No bargaining unit employee shall engage in any strike, sit down, cessation, stoppage, or refusal to perform work, including any intermittent strike.

B. The Union, its officers and agents shall not in any way authorize, assists, encourage, or participate in any strike, sit down, cessation, stoppage or refusal to perform work, including intermittent strike activity.

C. In addition to any other liability, remedy, or right provided by applicable law or statue, should a strike, sit down, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the employer, shall:

1. publicly disavow such action by employees;

2. advise employer in writing that such actions by employees has not been caused or sanctioned by the union;
3. notify employees of its disapproval of such action and instruct such employees to cease and return to work immediately;
4. post notices on the Union bulletin board advising that it disapproves of such action and instructing employees to return to work immediately.

D. The Employer agrees that it will not lockout bargaining unit employees during the term of this Agreement so long as the Union and bargaining unit employees do not violate paragraphs (A)-(C) above.

ARTICLE 38
WORK RULES

A. The Township or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs in accordance with the provisions of this Agreement. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules.

B. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

C. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Chief, or designee, or by the use of outside vendors for the conduct of awareness training. The Employer shall require employees to sign or initial acknowledgment of new safety standards and safe practice procedures.

(The Employer will work to provide bargaining unit employees written work rules, policies, procedures, and directives in a manual for employees. The previous sentence will not be included in the final labor agreement.).

ARTICLE 39
CONTRACT CONSTRUCTION

The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, except where specifically provided for in this Agreement.

ARTICLE 40
SHIFT TRADES

A. Each employee shall be granted trade leave with pay for any day or days which he is able to secure another employee who will work in his place without pay provided:

1. A substitution may be granted with the prior approval of the shift supervisor on duty at the time of the requesting employee's notice, except in the case of a promoted rank, where prior approval must be made by the Fire Chief or designee.

2. The trade may be denied if the substitute employee does not meet required qualifications of the employee being substituted (in his or her assigned duty for that shift), or where organizational needs will not be met.

3. Notice of substitution shall be made by the employee regularly scheduled for the tour at least twelve (12) hours prior to the commencement of the tour for which the substitution is to be effective, except cases of emergency when such notification can be made by phone. The Fire Chief shall be notified by the approving supervisor of all duty trades within the firefighter rank prior to the commencement of the tour.

B. The trading time mentioned above must be in accordance with FLSA and 29 C.F.R. 553.31. Holiday shift trades shall be holiday for holiday.

ARTICLE 41
TRAINING AND EDUCATION

A. The Township and the employees recognize the benefits of continued education and training for professional growth and development. Employees are encouraged to pursue knowledge and participate in their formal education efforts. In order to assist the employee, the Township may provide any participating Bargaining Member with tuition assistance pursuant to the Township's policies.

B. The Township will pay for or provide all courses as required by the Township and/or the State of Ohio as a requisite to maintain employment. These courses are either pre-paid or reimbursed at one hundred percent (100%). The Employer will establish a reimbursement allowance of seven hundred fifty dollars ($750.00) per bargaining unit employee, per year (with no carry-over) which may be used by the bargaining unit employee for local fire/EMS continuing education classes or programs. Such allowance year runs from January 1 – September 31 of each year. If the bargaining unit employee wishes to attend the class on a duty day, he or she will be responsible to find coverage through use of Article 40 (Shift Trades), or he or she will use authorized leave to attend, or, in the sole discretion of the Fire Chief, he or she may attend the class while on duty. If the employee attends the class on off-duty time, he or she shall not be paid for such hours.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 16th day of December 2012.

FOR GOSHEN TOWNSHIP, CLERMONT COUNTY, BOARD OF TRUSTEES

Claire Corcoran, Trustee

Ray Autenrieb, Trustee

Bob Hausermann, Trustee

Lisa Allen, Fiscal Officer

Ray Snyder
Township Administrator

Brett A. Geary
Labor Consultant

Stephen Pegram
Fire Chief

FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIREFIGHTERS, LOCAL NO. 3932

Bryan Broyles, President

Matt Todd, Bargaining Unit Representative

Darrel Roberts
Bargaining Unit Representative

Jon D. Harvey, 4th District
Vice President, Ohio Association of Professional Fire Fighters

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Court Leave	21	15
Contract Construction	39	29
Discipline	25	18
Drug & Alcohol Testing	33	24
Duration	36	28
Emergency Call in Pay	15	10
Emergency Waiver	29	22
Funeral Leave	11	6
Grievance Procedure	24	15
Holidays	16	11
Hours of Work & Overtime	14	9
Insurance	23	15
Labor Management Committee	26	20
Layoff/Recall	7	2
Leave of Absence without Pay	12	6
Local 3932 Activities	27	20
Management Rights	34	27
Military Leave	9	5
Minimum Manpower	32	23
Payroll Deductions	5	1
Personnel Records	8	3
Preamble	1	1
Probationary Period	20	14
Recognition	2	1
Safety & Health	13	7
Seniority	6	2
Severability Clause	30	22
Shift Trades	40	29
Sick Leave	10	5
Strikes and Lockouts	37	28
Training & Education	41	30
Uniforms & Fire Gear	18	13
Vacancies	35	27
Vacation	19	14
Voting Procedure	22	15
Wages	17	12
Work Rules	38	29

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APPENDIX A (RANDOM TESTING)

A. MINIMUM REQUIREMENT

Annually, a minimum number of bargaining unit employees (currently 25% for alcohol and 50% for controlled substances) shall be randomly selected for testing. Testing will be unannounced. Further, the Employer will include these bargaining unit employees with other Township employees legally subject to a random drug testing program.

B. TEST RATE FOR ALCOHOL

The testing percentage for alcohol may be reduced to 10 percent if the departmental-wide results for two (2) consecutive calendar years indicate that the violation rate is less than 0.5 percent; the annual percentage may be increased back to 25 percent if the violation rate for any calendar year is between 0.5 and 1.0 percent or to 50 percent if the violation rate for the year is over 1.0 percent.

C. TEST RATE FOR CONTROLLED SUBSTANCES

The testing percentage for controlled substances may be reduced to 25 percent if the departmental-wide results for two (2) consecutive calendar years indicate that the violation rate is less than 1.0 percent; the annual percentage may return to 50 percent if the department random positive rate is 1.0 percent or higher in any subsequent calendar year.

D. METHOD OF SELECTION

The selection of bargaining unit members shall be based on a scientifically valid method, such as a random number table of a computer based random number generator that is matched with social security numbers. All bargaining unit members shall have an equal chance of being tested each time selections are made.

E. SAFETY-SENSITIVE FUNCTION

A bargaining unit member shall only be tested for alcohol while the member is performing, immediately prior to performing, or immediately after performing, safety-sensitive functions. A member may be randomly tested for controlled substances regardless of whether the employee is currently performing any safety-sensitive functions. A member shall only be selected for alcohol and drug tests while the member is on his regular tour of duty.

F. NOTIFICATION OF SELECTION

The Employer shall contract with an outside facility capable of providing random selection services. The facility making the random selection should notify the Employer representative three (3) to five (5) days in advance of the scheduled test date of the

employees selected. The Employer representative should prepare the notices, notify the department representative or the division head of the selections and request that the department representative or division head pick-up the notices. The department representatives or division head should notify the supervisors and/or the employees at the time they are required to report for testing. All representatives and the department head shall keep the identity of the employees selected confidential.

G. CEASE PERFORMANCE

The Employer shall ensure that when an employee is selected for random drug and/or alcohol testing, the employee ceases to perform the safety-sensitive function and reports to the test site immediately.

H. ABSENT EMPLOYEE

In the event an employee who is selected for a random controlled substance test is on vacation, or an extended medical absence, the Employer may either select another employee for testing or keep the original selection confidential until the employee returns.

I. NOTIFICATION OF POSITIVE RESULTS

The Employer is required to notify the employee if the controlled substance test results were positive and which substances actually tested positive. Employees shall be notified of negative results upon request if such results can be made available to the Employer.

J. CONSORTIA

If the Employer conducts random alcohol and/or controlled substance testing through a consortium, the number of employees to be tested may be calculated for each individual employer or may be based on the total number of subject employees covered by the consortium.