

Collective Bargaining Agreement

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K#29570

Between

HARRISON TOWNSHIP

And

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 3552

Effective from and after January 1, 2013 through December 31, 2015

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1. Preamble

This agreement is entered into by and between the BOARD OF TRUSTEES OF HARRISON TOWNSHIP OF MONTGOMERY COUNTY, hereinafter referred to as the Employer and LOCAL #3552, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for the equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment. This Agreement is recorded in written form to meet the requirements as set forth in Section 4117.09 (A) of the Ohio Revised Code.

2. Recognition

The Employer recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit described in SERB Case Number 97-REP-11-309.

3. Bulletin Boards

The Employer agrees to provide bulletin board space approximately 3' by 4' in an accessible location for the Union's use in Stations 94 and 95. 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 to the bargaining unit. No obscene, immoral, unethical, scurrilous, derogatory, or vituperative matter may be posted. The bulletin boards shall be maintained in a neat and orderly manner.

4. Management Rights

Section A. Except as otherwise provided by the terms of this Agreement, the right to manage and direct the affairs of the Employer are retained by the Employer, including the right to determine how many employees it will employ or retain in various capacities and the size and composition of working forces. This includes but is by no means limited to the selection, transfer, assignment and layoff of employees, the exercise of all functions of government granted to the Employer by the laws of the State of Ohio, the determination from time to time as to what services the Employer shall perform, the method of performing said services, and the size and composition of the work force.

Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the Harrison Township Personnel Manual, effective as of the signing of this Agreement, and as amended from time to time, are recognized as an appropriate exercise of the Employer's reserved rights. Except as specifically modified by this Agreement or any supplementary agreements that may hereafter be made, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation with the rights of the management.

Section B. The Employer has the right to establish reasonable work rules, policies, and procedures to regulate employees in the performance of their job. To the extent any work rules, policies, and procedures have been or will become reduced to writing, each workstation in addition to the Union shall be provided with a copy. It is recognized that the employees currently enjoy certain privileges. The privileges may or may not be included in existing work rules, policies, or procedures. To the extent that it becomes necessary to establish/abolish work rules, or alter these privileges, the Employer shall notify Union and give the Union the opportunity to meet and discuss the matter in an attempt to reach agreement on any proposed changes. All new policies and procedures shall be reduced to writing and a copy of said policy and/or procedures shall be forwarded to the Union seven days prior to the effective date of the policy or procedure.

Section C. The employer shall have the right to determine the content of the jobs and to modify said content or create new jobs consistent with the efficient and productive operation of the Department.

Section D. In the event that the Employer contemplates the subcontracting, transfer, assignment or any other method of relinquishment of substantial work customarily performed by the Bargaining Unit member with the reasonable expectancy that such relinquishment of work will result in the layoff of Bargaining Unit members, the Union and the Employer agree to re-open the contract for bargaining subject to fact-finding and conciliation pursuant to Chapter 4117 of the Ohio Revised Code.

5. Seniority

The Employer will establish and maintain an employment seniority list for all firefighter employees in the bargaining unit based on the length of most recent full time service after July 1, 1998. A seniority list current as of January 1, 2013 is set forth as Exhibit A. The Employer will also establish a seniority list for those promoted to supervisory rank based on the date of most recent continuous service in that position. If a layoff occurs among the promoted ranks, the least senior shall be affected first and that

individual may elect to bump down in the firefighter level and will be placed in the seniority list for the firefighter level based on his or her date of hire into full time service. Where two members have the same length of full time service, seniority will be defined by the length of continuous prior employment with the township in any capacity.

6. Uniforms

Section A. Employees are required to maintain uniforms meeting the specifications established by the Employer. For new full time employees the Employer will provide an initial Uniform. Each bargaining unit employee shall receive a Uniform Purchasing Credit of \$150.00 on July 1 and January 1. Unspent credits of up to \$200.00 maybe be carried over and added to the next year's credit. Total accumulated credits shall not exceed \$300.00.

Section B. Probationary employees will not be eligible for uniform purchasing credit described above until they have completed one (1) year of service and have been released from probationary status. After one (1) year of service, employees will be eligible for next credit allocation.

Section C. The Township will periodically solicit quotes for employee uniforms so as to make them available at the lowest possible cost.

Section D. Employees will file a request form with the Township pursuant to departmental rules to utilize their credit for necessary replacements for employee uniforms or to purchase items to complete a Class A uniform pursuant to Section F, below.

Section E. All employees must report to work in uniform. The uniform and all items of clothing which make up the uniform must be neat, clean, and orderly. Only footwear approved by the Department shall be worn while on duty.

Section F. After one (1) year of service, Employees are eligible to place up to \$200 per year of their unspent uniform allowance in a special account that may be utilized to purchase items to complete a Class A uniform. Total accumulated credits in this special account shall not exceed \$400.

Section G. Upon notification of leaving township employment, whether voluntary or involuntary, uniform credits will be forfeited. Any items on back order will be cancelled.

Section H. Employees with uniforms in good repair may purchase the following items through approved vendor(s) approved by the Fire Chief. Purchased items must be approved in advance by the Fire Chief.

Rescue/Tactical Knife	Window Punch	Screwdriver	Channel Locks
Multi Tool	Flashlight	Descenders	Eight Plates
Carabineers	Personal Escape Bags	Escape Rope	Harness
Crosby / Nars	Rescue Gloves	Socks	Radio Mic. Holder
Personal Bags	Glove Leash	Rescue Belt	Webbing
Glove Holder	Helmet Accessories	Straps	Ballistic Vest, Plates, Carriers,
Field Guides	Door Wedges, Chalks, Clamps		

7. Dues Deduction

The Employer agrees to deduct at each pay period, dues, fees, and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union in the same pay period the deduction is made from the payroll checks. The Union agrees to deposit checks promptly. The Union agrees to hold the Employer harmless from any and all liabilities, claims or causes of action which arise with respect to deductions made from an employee's paycheck for Union dues, fees and assessments.

8. Layoff/Recall

Section A. Layoff: Layoff within the bargaining unit will be based on seniority. The employer maintains its right to determine the size and composition of the workforce but agrees that layoffs will not occur that reduce the size of the bargaining unit below 19 members unless the Board of Trustees

declares that there is an economic necessity as evidenced by a shortage of available funds in the Fire Fund.

Section B. Recall: Bargaining unit employees who are on lay-off shall be placed on a recall list for full time firefighters for a period of twelve months. Employees 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 have been obtained.

Section C. Recall Notification: No new full time firefighter shall be hired until all bargaining unit members who have been laid off in the previous twelve months, have been given the opportunity to return to work. At the time a recall is announced all laid off firefighters on the recall list will be notified by regular mail at their last known address and instructed to notify the employer of their availability within 7 days of the post date of the notice. Those who respond will be recalled in order of seniority.

Section D. Layoff/Termination: An employee who is on lay-off for a period of twelve (12) months is automatically terminated and loses all seniority and shall receive payment for earned but unpaid benefits as described in paragraph A of this Article.

9. Training and Educational Assistance

Section A. It shall be the policy of the Township to encourage employees to further their education by acquiring paramedic certification, through the implementation of an Education Assistance Program. This Program shall be subject to budget appropriations in each fiscal year. If an employee's request is denied due to budget constraints, the employee's request shall receive priority consideration in the next fiscal year.

Section B. Any regular, full time employee who has been employed by the Township for at least twelve (12) months is eligible to participate in this Program. Any employee desiring to receive such education assistance must receive approval from the Township Administrator prior to enrolling in courses. The payment of any tuition, course or book(s) shall be subject to the following conditions:

- 1) The course or courses of study must be taken from an accredited or Township approved college, university, secondary school, technical institute, business institute or trade school.
- 2) The Township shall pay, in advance on a semester basis an amount prorated so that the amount for the entire program does not exceed \$2200. The Township to insure that it fairly represents the cost of the paramedic program acquired locally will periodically review this amount. The employee agrees to maintain a passing grade (at least a C grade or higher in letter graded courses). If the employee fails to maintain a passing grade, then the employee agrees to reimburse the Township for the course(s) taken during that semester. The employee must agree, in writing, to allow the Township to withhold amounts from the employee's paycheck to cover reimbursement costs. The employee must agree, in writing, that if the employee fails to stay enrolled in the course until all coursework is complete, the employee will reimburse the Township for any and all costs of the course.
- 3) Within six (6) months of completing the approved paramedic training program, the employee must pass the approved testing and be a certified state of Ohio paramedic. If the employee fails to pass this certification in the required time specified, then the employee shall be required to reimburse the Township for any and all costs paid by the Township.
- 4) Should an employee leave employment with the Township within one (1) year of completion of the paramedic-training program, that employee shall reimburse the Township for any and all costs paid by the Township. Any books or other materials purchased shall become the property of the Township. Should an employee leave employment with the Township after one (1) year but less than two (2) years after completion of the paramedic-training program, that employee shall reimburse the Township for fifty percent (50%) of any and all costs paid by the Township. Before the start of any course, the employee and Township shall enter into a written agreement outlining all conditions stated herein in regard to the obligations of both the Township and the Employee.

Section C. All members of the bargaining unit must be fully qualified as "Level 1C" or "Level 2" firefighters and have a minimum of EMT status, both in good standing. Members failing to maintain both certifications shall be removed from full time status.

Section D. All employees are responsible to maintain the required certifications.

The Employer will offer during the term of this contract the required course work sufficient to maintain EMT-A and EMT-P Ohio certifications in house and at no cost to the employee. Individuals who choose not to participate in these programs or otherwise fail to pass the courses will be expected to obtain the

certifications on their own. Those with EMT-P certifications may be reimbursed up to \$50 per year for courses taken on their own time when previously approved by the Chief or his designee.

Section E. The Township agrees to provide a part-time paramedic to act as a proctor for each EMT during paramedic training on no more than ten (10) shifts (12 hours per shift) per EMT in order to assist employees seeking to obtain paramedic certification. These shifts will coincide with the EMTs' regularly scheduled shifts. The part-time paramedic will not be one who is regularly scheduled to work on that shift, but rather an additional part-time paramedic. The Township will consult with the EMT to determine when to schedule the part-time paramedic assistance, however the Township reserves the right to set the schedule for such part-time paramedics.

10. Personnel Records

Section A. The Employer shall maintain a personnel file folder for each employee.

Section B. The employee may review their personnel file upon two days written notice and only during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. The employee, a person with the employee's power of attorney, or an attorney and/or a Union representative authorized in writing by the employee may inspect the folder and acquire copies if necessary.

Section C. Employees shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be a cost of ten cents (\$.10) per page.

Section D. Records of Letters of Caution and Written Reprimands shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline of a like or similar kind has occurred. Any record of discipline involving a suspension or a monetary loss to the employee shall remain in the employee's personnel file for a period of three (3) years.

11. Bereavement Leave

Section A. Up to one shift with pay will be granted to a bargaining unit member in the event of a death in the employee's immediate family. Immediate family is defined as spouse, child, mother, father, sister, brother, and stepchild.

Section B. Up to one shift with pay will be granted to a bargaining unit member to attend the funeral of mother in law, father in law, grandparent, brother in law, or sister in law when the funeral occurs on a day that the employee is scheduled to work.

12. Injury Leave

Section A. In the event that an employee sustains an on the job injury and is unable to perform either his (or her) regular duties or those assigned by the Chief, the Employer may grant the employee injury leave for a period of up to 90 calendar days. The employee may request an additional leave for up to 90 calendar days when the original leave expires. All requests for leave are at the discretion of the Township.

Section B. The employee will be paid his regular pay for those days he would have worked. Injury leave days will not be deducted from an employee's accrued PTO paid time off.

Section C. To be eligible for consideration for injury leave, the employee must notify his supervisor before the end of the employee's first scheduled shift following the injury and provide any information required by the Employer regarding the injury; any doctor's statements as may be required; and complete the required Workers' Compensation filings.

Section D. The employee is required to notify the Employer on a weekly basis of his/her improvement, return to work dates if known and any physician's reports regarding the condition. The employee is expected to achieve recovery as quickly as possible and to return to work once the injury has sufficiently healed. The Employer may require periodic medical examinations for which the Employer will pay the expense.

Section E. Injured employees may be assigned up to fifty (50) hours of transitional duty per week during any regularly scheduled rotation, as well as between the hours of 7:00 a.m. and 7:00 p.m. on a Monday to Friday not scheduled as part of a regular rotation.

13. Safety and Health

Section A. The employees covered by the terms of this agreement shall, at all times, while in the employ of the Employer, be bound by the safety and health rules and regulations established by the employer. The parties agree to work together to take reasonable precautions for the health and safety conditions and the observance of all laws relating to the safety are of mutual concern to the Employer and the Union.

Section B. Members of the bargaining unit will be offered any inoculations required by law. The Employer will pay for these when prior notification is provided to the Employer and the employee receives the inoculation. If an employee refuses any inoculation which the employee had requested, the employee will reimburse the Township the expense of the refused inoculation.

Section C. Members of the bargaining unit who are exposed to hazardous conditions, including but not limited to infectious disease and irrespirable atmospheres, while on duty and who seek medical evaluation, will be provided with the necessary testing directed by the attending physician. The Township reserves the right to have employees scheduled for an independent medical examination with a physician of the Township's choice to determine whether such testing is necessary and appropriate.

Section D. When the fire chief or his/her designee determines that firefighter rehabilitation is needed, the Employer will undertake best efforts to provide a medic at the scene for as long as the fire remains out of control.

14. Reporting for Duty

Each employee is required to notify his on duty supervisor as soon as he knows he will be absent, but no later than ½ hour prior to the scheduled start of his shift. If unable to contact the on duty supervisor the employee must contact the dispatch office to advise of the absence.

15. Emergency Call in Pay

Call In pay is payment for work assigned by the Chief or his designee, and performed by an employee at a time not contiguous with his normal pre-scheduled work hours, but does not apply to call-ins due to the employee's fault or neglect. Contiguous includes two hours prior to a scheduled shift and immediately following the scheduled shift. The employee will receive two hours minimum pay when the employee arrives at the station within 30 minutes of the call for assistance. Should the employee arrive later than 30 minutes from the time of the call for assistance, the employee will be compensated for the time worked commencing from the time of arrival.

16. Grievance Procedure

Section A. A grievance is defined as a dispute or question involving the interpretation of a specific article of this Agreement. Each written grievance must state the Article of the Agreement where the dispute exists and the remedy requested to settle the grievance.

Step 1. The employee shall present his/her grievance in writing to his/her immediate supervisor for disposition. This must be done within six (6) calendar days of the incident which gave rise to the grievance (excluding Saturday, Sunday, and recognized holidays). The immediate supervisor must respond to the employee within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays). If the aggrieved employee does not refer to Step 2 of this procedure within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance, together with all correspondence, shall be submitted to the Chief. The Chief or his designee shall investigate and hold a grievance meeting within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the grievance. The Chief shall give his answer to the Union and the aggrieved in writing within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after termination of such grievance meeting. If the aggrieved employee does not refer the grievance to Step 3 of his procedure within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance shall be submitted to the Township Administrator no later than five (5) calendar days (excluding Saturday, Sunday, and

recognized holidays) after receipt of the unacceptable decision rendered in Step 2. A meeting shall be scheduled within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after the filing of the grievance in Step 3. The decision of the Township Administrator shall be given within five (5) calendar days of said meeting. If the aggrieved employee does not notify the Township Administrator of his (her) dissatisfaction with the decision rendered, within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision rendered in this step, the grievance shall be considered resolved.

Step 4. Failure to resolve any grievance processed through Step 3 will result in the grievance being referred to an Arbitrator, provided written notice for the same is made by the Union President or his (her) designee within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision of the Township Administrator.

The representatives of both parties shall, within twenty (20) calendar days after notification of a request to arbitrate, begin the selection procedures outlined below. The Employer will notify the Union of any questions of arbitrability at this time. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The party canceling the arbitration shall pay any cancellation fee due to the arbitrator.

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

Section B. The parties understand and agree that in making this Agreement they have received for its term all bargaining issues which were or which could have been made the subject of discussion. The 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.

Section C. 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 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.

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

Section E. The cost of arbitration will be shared equally between the Union and the Employer.

Section F. The arbitrator's decision shall be final and binding on the Union, on all the Bargaining Unit Employees, and on the Employer.

Section G. Union representation at Steps 1 and 2 of the grievance procedure shall be limited to the designated representative and aggrieved employee. The Union President and/or Legal Counsel may accompany the employee as the designated representative at Steps 3 and 4. By mutual agreement, additional persons may be designated to attend.

Section H. By mutual written agreement of the parties, time limits as set forth in the grievance procedures may be extended.

17. Labor Management Committee

In the interest of sound relations between the Union and the Employer, a joint committee will convene from time to time for the purpose of discussing subjects of mutual concern. The committee will consist of no more than six (6) members, half of whom shall be from Management and half of whom shall be from the Union. This committee should meet no less than twice per calendar year and no more frequently than monthly unless it is pursuing a mutually agreed objective. The requesting party shall submit an agenda with not more than five (5) agenda items.

18. Discipline

Section A. Any employee may be disciplined for the following infractions; incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, and any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance which adversely affects the ability of the Employer to provide services to the public. No employee shall be disciplined except for just cause.

Section B. In initiating discipline, the Employer agrees to the following forms of discipline:

- (i) Letter of Caution
- (ii) Written reprimand
- (iii) Suspension without pay, for up to 10 tours of duty
- (iv) Reduction in classification, if applicable, or discharge

Section C. For infractions which result in discipline up to and including written reprimand, said discipline shall be at the sole discretion of the Township Administrator and cannot be appealed beyond Step 3 of the Grievance Procedure.

Section D. This 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 with or without just cause.

Section E. The Township shall complete all discipline in a timely manner. Internal investigations shall last no longer than thirty (30) working days from the time that the Chief or his designee is notified of the incident or infraction. The time line shall be continued for no more than fifteen (15) working days with mutual agreement.

19. Work Related Legal Appearance

Section A Employee shall not suffer loss of pay when required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness on a job-related matter in response to a subpoena or other direction by proper authority, while on duty, provided that any compensation received for said appearance shall be endorsed to the Fire Fund of the Employer.

Section B The Employee will upon arrival and upon departure from the court appearance, have his/her compensation form time/date stamped and signed by a court representative. This form and related paperwork from the appearance will then be submitted to the administration office. All off duty work related appearances would be paid at the regular rate not to exceed two (2) hours per day.

20. Local 3552, Union Activities/Union Business

Section A. Negotiating Committee. Local 3552 shall advise the Employer of the name of its negotiators, not to exceed two (2). Representatives shall be paid regular salary for time spent in negotiating sessions set by Management during their regular working hours; no payment will be made for negotiating time outside of said representatives' normal work day. On duty members will be expected to respond to calls involving their unit.

Section B. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Fire Chief sufficiently in advance of scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

21. Agreement Printing

The Employer shall provide Local 3552 with a CD-ROM of this contract and place it on the Fire Department share drive.

22. Strikes and Lockouts

Section A No Strike/No Lockout. Neither the Union nor any employee shall strike nor shall the Employer impose any "lockout" of any employees during the term or extended term of this Agreement.

Section B. Violation. Any violation of this Article by an employee or employees shall constitute cause for discharge or discipline consistent with Ohio Revised Code 4117 of the employee or employees who participate therein.

Section C. Union Must Stop Violation. In the event of any violation of this Article, the Union will immediately take whatever steps are necessary to attempt to terminate said strike, slowdown, sit down, work stoppage or other concerted activities which interrupt operations or picketing in violation of this Agreement.

23. Emergency Waiver

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

24. 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.

25. Probationary Period

Section A. Every newly hired career employee after the signing of this contract will be required to complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation from the Employer and continue for a period of one (1) calendar year. A newly hired probationary employee may be discharged at any time during his (her) probationary period. A newly hired probationary employee shall have no right of appeal through the grievance procedure or any disciplinary action.

Section B. Any employee promoted to a higher level position shall be required to successfully complete a probationary period of six (6) months.

Section C. A promoted employee serving a probationary period whose performance is unsatisfactory shall be returned to his former position at any time within the six-month period.

26. Benefits Paid Upon Termination

Upon leaving employment with Harrison Township, the employee will be compensated for any accrued and unused leave pay according to this contract as stated in Section 33.

27. Promotions

Employer agrees to establish and publish a promotion policy.

28. Overtime

Overtime will be paid in accordance with the Fair Labor Standards Act guidelines.

29. Drug/Alcohol Testing

Section A. Purpose of Drug/Alcohol Testing Program 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.

Section 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 Results 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 the employees 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 the employee's urine; (IV) a urine specimen provided by the employee detecting any amount of a drug (any controlled substance listed on Schedule I-V of 21 C.F.R. 1308).

Section 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 statutorily defined illegal use of drugs by an employee, 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 Employer property, including buildings, property, or 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, Employer owned vehicles, lockers, desks, and files.
- 3) Failure of any employee to comply with the intent or the provisions of this Article are grounds for disciplinary action, including dismissal, or other action determined appropriate by the Chief of Fire. Refusal by an employee to take a test may result in immediate termination of employment. A refusal occurs if the employee fails to agree to submit to a required drug test within two (2) hours of receiving the order or to a required alcohol test within one (1) hour of receiving the order.

Section D. Policy-Drug Testing/Urinalysis and Alcohol Testing

- 1) Employees of the department shall be required to submit to a test for alcohol, drug or narcotic use as outlined below:
 - a. The Chief of Fire or his designee (Asst. Chief, Deputy Chief or those acting in the position) may order a drug/alcohol test when he or she has reasonable suspicion that an employee is using, or is under the influence of drugs, narcotics, or alcohol.
 - b. The order shall be in writing and the employee shall be advised of circumstances surrounding the order to 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 will be transported to the designated testing center by a supervisor.
 - b. A controlled test will be conducted by personnel of the testing site.
 - c. All urine or blood samples will be properly labeled, sealed, and turned over to the site personnel by the employee
 - d. All parties involved will be transported back to the Fire Department.
 - e. If the employee is held over his/her assigned time, he/she will be compensated for that time.
- 3) Employees who have been found to be using illegal drugs or narcotics, or abusing prescription drugs or violating the alcohol provisions of this policy, shall be provided a hearing before the Township Administrator or his designee where evidence is presented and preserved, before final action is taken against the employee.

HARRISON TOWNSHIP

ALCOHOL AND CONTROLLED SUBSTANCES TESTING PROGRAM

BASIS

The Harrison Township Fire Department will be following The Federal Highway Administration (FHWA) alcohol and controlled substance testing program requirements that will extend to any township vehicles. This alcohol and controlled substances testing program is adopted by Harrison Township. It supplements, but does not replace or change, all existing Township policies and agreements concerning the use of and testing for alcohol and controlled substances.

RESPONSIBILITY

The Fire Chief, is responsible for this program and is authorized to take the necessary steps to ensure compliance.

CONTENTS OF THE HARRISON TOWNSHIP PROGRAM

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10. Management Information System Reporting

1. Introduction: The new rules prohibit alcohol and controlled substances misuse that could affect performance of a safety related function such as driving. This prohibition extends to

- Use of alcohol on the job.
- Use of alcohol during the four hours (in most cases) before the performance of a safety-sensitive function (must be below 0.02 blood alcohol during performance of function).
- Having prohibited concentrations of alcohol or controlled substances in the system while performing safety-sensitive functions.
- Exhibiting behavior and/or appearance characteristic of alcohol or controlled substances misuse or an adverse effect on the employee's ability to perform due to alcohol misuse while performing safety-sensitive functions.
- Use of alcohol for a specified period following an accident involving a covered employee or until the covered employee undergoes a post-accident test.
- Refusal to submit to a required test.

Under the new rules, alcohol includes any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. Any consumption of a preparation including alcohol (e.g., beverages or medicines) is considered alcohol use. Controlled substances shall mean all substances/drugs regulated by law.

2. Prohibitions:

- No person shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater, nor shall the employer if aware of such cases allow said employee to remain on duty.
- No person shall use alcohol while performing safety-sensitive functions.
- No person shall perform safety-sensitive functions within four hours after using alcohol.
- No person shall use alcohol for eight hours following an accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
- No person shall refuse to submit to a post-accident, a reasonable suspicion or a follow-up alcohol or controlled substances test.
- No person shall report for duty or remain on duty requiring the performance of safety-related functions when the person uses any controlled substance, except when the use is pursuant to the instructions of a licensed physician who has advised the person that the substance does not adversely affect the driver's ability to safely operate a vehicle.
- For purposes of this program, performing a safety-sensitive function includes all of the following:
 1. All time waiting to be dispatched;
 2. All time inspecting, servicing or conditioning any vehicle;
 3. All driving time;
 4. All other time spent in or on any vehicle;
 5. All time spent dealing with a motor vehicle accident;
 6. All time repairing, obtaining assistance, or remaining in attendance of a disabled vehicle.
- For purpose of this program, alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

3. Tests: The following tests are required under this program. In each type of test the specific requirements are set forth.

Prior to administering such tests as required by this policy, the Township must inform the employee, in writing that the test is required by Township Policy. Such notice will be done by utilizing the "Breath Alcohol Testing and Drug Testing Custody and Control" forms.

A. Post-Offer/Pre-Employment/Pre-Duty Testing

Prior to the first time a person performs a safety-sensitive function for the Township, he or she must undergo testing for alcohol and controlled substances. The Township will not allow a

person to perform a safety-sensitive function unless the person has undergone an alcohol test with the result indicating an alcohol concentration less than 0.04, and has received a controlled substance test result from a Medical Review Officer (MRO) indicating a verified negative result.

B. Post-Accident Testing

As soon as practicable following an accident, the Township must test each surviving driver for alcohol (within 2 hours) and controlled substances (within 32 hours) if:

1. The driver was performing a safety-sensitive function with respect to the vehicle, and the accident resulted in the loss of a human life (whether or not the driver caused the accident) or,
2. The employee receives a citation under state or local law for a moving violation arising out of the accident.

A covered driver subject to testing, under this requirement, who leaves the scene of an accident before a required test is administered may be deemed by the Township to have refused to submit to testing. The test does not have to be conducted at the scene of the accident, but the driver shall be escorted to the Township's testing facility by supervisor or investigating police officer.

The Township will inform each employee with the necessary/required post-accident information, procedures and instructions prior to the first time the employee performs a safety-sensitive function for the Township.

C. Random Testing

The Township will randomly select at various times, covered employees for unannounced alcohol and controlled substance testing. The rate for such selection will meet the requirement of 10% of the covered employees for alcohol random testing and 50% for controlled substances. The test period will be over a 12 month cycle or testing period.

D. Reasonable Suspicion Testing

The Township, where there is reasonable suspicion that a covered employee has violated the rules as they pertain to the use of alcohol or a controlled substance, must test that employee. The mere possession of alcohol does not meet the reasonable suspicion conditions. Reasonable suspicion is based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech or body odors of the employee. Such observations having been made just preceding, or immediately after the period of the work day that the employee is performing a safety-sensitive function. The observation and determination that a reasonable suspicion exists, must be made by a supervisor trained in detecting the symptoms of alcohol misuse or controlled substances use. The observing supervisor may not conduct the testing.

E. Return-to-duty Testing

The Township will ensure that any covered employee who has violated the alcohol misuse or controlled substances rules undergoes a Return-to-duty Alcohol or Controlled Substances Testing. Such testing will be conducted to the standards of a Post-Offer/Pre-Employment Test.

F. Follow-up Testing

Each covered employee who has been identified by a Substance Abuse Professional (SAP) as needing assistance in resolving problems with alcohol misuse or with controlled substances and has returned to duty is subject to a minimum of six (6) follow-up alcohol or controlled substance tests administered by the Township over the first twelve (12) months following the return to duty. The SAP may require the employee to undergo additional alcohol or controlled substances testing for up to sixty (60) months.

4. Record Keeping: Records required to be maintained:

- Collection Process Records
 1. Collection log books (where applicable)
 2. Documents relating to the random selection process, breath alcohol technician training, decisions to administer reasonable suspicion testing, decisions on post-accident testing
 3. Calibration documentation for EBTs

4. Documents verifying the existence of a medical explanation of the inability of an employee to provide an adequate breath or urine sample for testing
- Records of Test Results
 1. The Township's copy of the test forms, including results
 2. Documents related to an employee's refusal to submit to a required test
 3. Documents presented by an employee to dispute the result of a required test
 - Education and Training Records
 1. A copy of the Township's policy on alcohol and controlled substances misuse and materials on misuse awareness
 2. Documentation of the Township's compliance with the requirement that it adopt a policy on alcohol and controlled substances misuse; distribute the policy and educational materials to employees; and provide written notice to each covered employee regarding the availability of such information
 3. Documentation of training provided to supervisors with respect to their qualification to make a determination that reasonable suspicion exists to require the administration of the required test
 4. Certification that any required training is (or was) conducted
 - Other Records and Reports
 1. Records related to other violations of the alcohol and controlled substances misuse rules
 2. Records related to evaluations
 3. Records related to a determination by a SAP with respect to an employee's need for assistance, including records concerning the employee's compliance with the recommendation of the SAP
 4. Copies of the annual Management Information System report

5. Record Retention: The Township will maintain records of its alcohol and controlled substances program in a secure location with controlled access. The retention of records is as follows:

Ten-Year Retention

- Records of any employee alcohol test results indicating an alcohol concentration of 0.02 or greater;
- Documentation of refusals to take required alcohol tests or controlled substances test;
- Equipment calibration documentation (if appropriate);
- Documentation of employee evaluations and referrals;
- Records of an employee's verified positive controlled substances test results, including the Township's copy of the custody and control form and documents presented by a covered employee to dispute the result of the required controlled substances test;
- Records related to:
 1. The referral and evaluation of covered employees.
 2. A determination by a substance abuse professional concerning a covered employee's need for referral for assistance in resolving problems associated with the controlled substances.
 3. A covered employee's entry into and completion of the program of treatment recommended by the substance abuse professional.
 4. Any required Return-to-duty and Follow-up controlled substances testing results.
- Records related to the collection process, except calibration of Evidential Breath Testing (EBTs), and training;
 1. Collection log books (if used)
 2. Documents relating to the random selection process
 3. Documents generated in connection with decisions to administer Reasonable Suspicion
 4. Documents generated in connection with decisions on post-accident controlled substance testing
 5. MRO documents verifying the existence of a medical explanation of the inability of a covered employee to provide an adequate breathe or urine sample
- All records related to supervisor training and, where applicable, employee training as follows:
 1. Training materials on controlled substances use awareness, including a copy of the Township's policy on prohibited controlled substances use
 2. The names of covered employees attending training on prohibited controlled substances use and the dates and times of such training
 3. Documentation of training provided to supervisors for the purpose of qualifying them to make determination concerning the need for controlled substances testing based on reasonable suspicion

4. Certification that any training conducted under the rules of any DOT Operating Administrations (OA) complies with such training requirements

- Records of negative and canceled controlled substances test results;
- Records of all test results indicating an alcohol concentration of less than 0.02;

6. Disclosure: The Township will maintain all controlled substances and alcohol testing records in accordance with Section 4 of this program to prevent disclosure of information to unauthorized persons. The Township will not release employee information to unauthorized individuals and will only release such as is required by law.

- Employee Access

Upon written request from the employee, the Township will release records pertaining to the employee's use of controlled substances or alcohol (including records pertaining to his/her test) to the employee, to subsequent employer or to any person identified by the employee. (e.g. his attorney or other representative)

- Authorization Restricted

The Township shall permit access to (1) all facilities used in complying with the program requirements; (2) the copies of name-specific test results, records, and reports; and (3) all information pertaining to the Secretary of Transportation, and to any State of Ohio agency with regulatory authority over the Township.

- Lawsuits, Grievances, and Other Proceedings

The Township will disclose any information that is required to be maintained regarding an employee.

1. To the employee

2. To the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee that arises out of (1) the results of a test administered under this program or (2) a determination by the Township that the employee engaged in conduct prohibited by this program.

7. Employee Information:

- Misuse Information

The Township will provide specific educational materials that explain the requirements of the new rules and the Township's Program, Policies and Procedures. At a minimum these materials will include the following:

1. The identity of the person designated by the Township to answer questions concerning the materials.
2. The categories of employees who are subject to the Alcohol and Controlled Substances Testing Rules/Program.
3. Sufficient information about the safety-sensitive functions performed by the employee.
4. Specific information concerning employee conduct that is prohibited by the rules and applicable policies.
5. The circumstances under which the employee tested for alcohol or controlled substances under the rules are applicable.
6. The procedures that will be used to test for the presence of alcohol or controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee.
7. The requirement that an employee submit to the alcohol tests administered in accordance with the rule(s) applicable to that employee.
8. The consequences for employees found to have violated the alcohol prohibition, including the requirement that the employee be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment.
9. The consequences for an employee found to have an alcohol concentration of 0.02 or greater but less than 0.04.
10. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or control substances problem.
11. Available methods of intervention when an alcohol problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Optional Provision

The materials supplied to employees may also include information on additional Township policies governing the use or possession of alcohol, including consequences, so long as they are clearly and obviously described as being based on the Township's authority.

Written Notice and Certificate of Receipt

Written Notice of the availability of this information must be provided to every covered employee. The Township will generally ensure that each covered employee is required to sign a statement certifying that he or she has received a copy of the required materials. In addition to maintaining the original of the signed certificate, the locality may provide a copy to the employee.

8. Supervisor Training:

A supervisor responsible for determining whether reasonable suspicion exists for administration of an alcohol test or controlled substances test must receive at least 120 minutes of training on the physical, behavioral, speech, and performance indicators of probable misuse. (Half on Alcohol-Half on Substances)

9. Referral, Evaluation and Treatment:

The Township will advise an employee who has engaged in conduct prohibited by this program and other Township policies, of the available resources for evaluation and treatment or alcohol and controlled substances problems, including names, addresses, and telephone numbers of SAPs, counseling centers, and treatment programs.

The referral, evaluation and treatment requirements do not apply in any way to an applicant or employee who refuses to submit to a required Post-Offer/Pre-Employment test or who has failed to meet the standard for either the alcohol or controlled substances test.

Each employee who engages in prohibited conduct involving alcohol or controlled substances must be evaluated by a SAP who is responsible for determining what assistance, if any, is needed to resolve problems associated with the misuse. Such SAP shall be selected by the employer. (See below under Choice of SAP)

The employee is required to be evaluated by a qualified SAP who must be a licensed physician or a licensed or certified psychologist, social worker, EAP, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with knowledge of and clinical experience in the diagnosis and treatment disorders related to alcohol and controlled substances.

Choice of SAP

The SAP will be chosen by the Township and the Township will be responsible for the cost/fees for all evaluations ordered by the Township. If the employee chooses to be re-evaluated they must do so at their own expense. If such re-evaluation challenges the Township's SAP evaluation, a third evaluation will be conducted and their evaluation shall be final. The cost of the third evaluation shall be shared equally by both the Township and the employee.

Treatment shall be performed at a licensed facility, accredited to perform the required treatment, but shall not be associated to the referring SAP's private practice or organization to which the referring SAP has a financial interest.

The Township will retain Employee Care as our SAP. If an employee wishes to choose another SAP, the Township will require written documentation that the National Commission Agency certifies the SAP.

The cost/fee for the pre-employment drug screen and random drug testing will be the responsibility of the Township. If a test shows a positive result and an employee is removed from active duty, all future expenses for any testing, treatment, or follow-up will be the responsibility of the employee.

10. Documentation:

If an employee believes in the course of their duties they have been exposed to substances that may result in inaccurate results of a drug test administered by the township, they have the right to submit, in writing, documentation of such events to justify abnormal results.

Documentation of a suspected exposure shall take place by the employee as soon as returning to quarters and submitted to the employee's supervisor prior to going off duty.

30. OPFPF Requirements

As a term and condition of employment, employees shall comply with all requirements concerning medical testing and diagnostic procedures set forth in the statutes and regulations governing the Ohio Police and Fire Pension Fund.

31. Waiver

Section A. The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the rights and opportunity are set forth in this Agreement.

Section B. During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject and agrees that it shall take no action to compel the other party to negotiate on any subject, except to the extent this Agreement specifically provides otherwise.

32. Duration Clause

This Agreement shall be effective as of the 1st day of January, 2013, and shall remain in full force and effect until the 31st day of December, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than ninety (90) days prior to the date of termination that it wishes to terminate or modify the Agreement for any reason. In the event that such notice is given, those provisions not reopened shall automatically renew from year to year. Negotiations shall begin not later than sixty (60) days prior to the termination of the Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

33. Paid Time Off (PTO)

Section A. Paid time off (PTO) is provided to members in lieu of vacation leave, sick leave, personal leave and holiday leave. Each member will accumulate PTO at the rate of 11.15 hours per two-week pay period for the first four years of employment, and at a rate of 13.5 hours per two-week pay period beginning in their fifth year. This time may be used for any purpose when the leave is scheduled and approved in advance in accordance with the Township's Standard Operating Guidelines (SOG). PTO may be used for unscheduled sick time in accordance with sick leave time as defined in the Township SOG as long as the number of unscheduled occurrences does not exceed four (4) in any one contract year. After four (4) unscheduled occurrences within one contract year, the employee will be responsible to produce a document from a physician for any further unscheduled leave for illness. The document must include the following:

- A statement signed by the physician indicating that he or she personally saw the employee or the employee's family member (where such leave is permitted by the Township's SOG) during the missed shift;

-and-

- A statement that the employee was medically unable to perform his or her job duties or was required to care for a family member, as applicable, during the missed shift;

-or-

- A statement that the employee was admitted to the hospital during the missed shift.

In the absence of such a document, unscheduled occurrences beyond four (4) within one contract year will be unpaid.

Section B. Upon leaving the Township, any accumulated PTO leave shall be paid at a rate of 75% of the remaining unused PTO balance. In the event an employee is laid off, he/she may elect to receive payment for earned but unused leave at a rate of 75% of the remaining unused PTO balance. Any balance of PTO up to 351 hours shall be carried forward into the following contract year. The total PTO carryover shall not exceed 351 hours. Hours in excess of this amount shall be forfeited by the member.

Section C. Except in time of emergency, the Employer will allow two (2) bargaining unit members to use PTO on the same shift, as long as the time off is requested two (2) weeks in advance and one of the two individuals uses only the time necessary to attend a class for paramedic training, including reasonable time for travel.

Section D. The Fire Chief has discretion to allow members to transfer up to 48 hours of their PTO to a bargaining unit member on unpaid leave of absence.

Section E. Newly hired probationary firefighters are not permitted to schedule PTO for the first six months of full time employment.

Section F. Members may transfer up to ninety-six (96) hours, once per calendar year, of PTO to a separate bank to be used for short term disability or extended illness of themselves or an immediate family member. The date when the transfer will be permitted will be at the discretion of the township. Members may accumulate up to 702 hours and must use a minimum of 96 consecutive hours per occurrence (4 consecutive shifts). If a member has less than 96 hours in this bank, the member may use all accumulated time in the event of a short term disability or extended illness and use PTO for the remaining time provided the member meets all other requirements of this article. In order to use time from this bank the member must present an order from a physician prior to their first shift off, except in an emergency situation, and will not be allowed to return to work until a release is issued from a physician. If a member chooses to use this time and is not off for 96 consecutive hours (4 consecutive shifts), the member will return used time to this bank and will be required to use PTO. Time cannot be

transferred back to PTO once it is moved into this bank and is not transferable to another member. Upon retirement, in good standing, from the township the payout to the member will be one hour for every six hours accumulated.

34. Health Insurance

Section A. The Employer will provide bargaining unit employees with the same health and life insurance benefits that it provides to other full-time hourly employees of the Employer. The Employer may make changes in the provider and coverage of the health and life insurance program so long as all Employer hourly employees are similarly affected by the changes in the program.

Section B. The Employer currently pays 100% of the cost of the premiums imposed on Employees of the Township, including bargaining unit members. Should the Employer determine that employee participation in the cost of premiums becomes necessary, the Employer agrees that the members of the unit will not be required to contribute more than the lowest contribution rate of any of the Township's hourly employees, and in no event more than 10% of the cost of premium until November 1, 2015, and no more than 15% thereafter.

35. Hours of Work and Wages

Section A. The employer reserves the right to determine the schedule and the hours of work. However, in no event shall employees be assigned a permanent schedule that, if annualized, would exceed 2935 hours per year. If the employer changes its schedule so that the employee is permanently scheduled to work less than 2600 hours per year then the hourly wage rate for that employee will be adjusted as follows: The appropriate hourly wage rate shown in the wage table in Section B multiplied by 2600 and divided by the annual total of hours to be worked in the new schedule.

Section B. Hourly rates are set forth below in attached Exhibit B.

Annual salaries are calculated based on all scheduled hours times the appropriate wage rate, including scheduled overtime rates. For ease of calculation, the Employer will use 2978 times the straight wage rate to calculate annualized compensation, where 2978 is based on 2920 hours scheduled including 164 hours of overtime pursuant to §7(k) of the Fair Labor Standards Act.

Recall rate. Recall and extra hours worked for employees working on the 24/48 schedule will be authorized by the chief and be paid at the applicable hourly rates stated above.

Fill in hours other than a full shift will be limited to a maximum of 12 hours between scheduled shifts unless specifically authorized by the Chief.

Section C. In order to change the schedule, the employer must give 30 days advance notice of that change to the Union in writing.

Section D. A listing of open slots in the schedule for the following month will be posted by the 22nd of the current month where bargaining unit employees may sign up to work additional hours according to the policy of the Department. Sign-ups will be on a seniority basis however the parties agree that changes to this selection process may be made by the unanimous vote of the Labor Management Committee.

36. Temporary Assignment to Higher Rank

Section A. Any employee who is assigned to act in a higher position on a temporary basis and who satisfactorily performs the complete duties of the higher level position shall be compensated at the step one level for Lieutenant.

Section B. This pay will only be received if the employee works at least four (4) hours in the higher capacity and it is retroactive back to the actual time the position is assumed.

37. Holiday Pay

Section A. Harrison Township Fire Department observes the following holidays:

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day

Employees who are on duty on these holidays shall be compensated at one and one half (1½) their normal hourly wage. This would include employees who are summoned to work on a recall or call-in basis. If an employee is not scheduled to work his routine shift (is off-duty) upon a designated holiday, then the employee will not receive pay for the holiday.

Section B. For the purpose of computing holiday pay for the 24/48-hour employees, the holiday will commence at 0700 on the day of the holiday and continue through 0659 on the following day.

Section C. When it is a leap year, the employer will set a schedule so that each shift shall work eight (8) hours on February 29th for the purpose of more equal distribution of holidays worked. No overtime shall be paid to accommodate this provision. This schedule shall be set to be the most beneficial to the duty crews, i.e. the off-going shift works the first eight hours and the final eight hours are worked by the on-coming shift for the following day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands by their respective officers and officials the 6 day of February, 2013.

HARRISON TOWNSHIP

Randall Brooks

By: R. Brooks

Title: Administrator

THE INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS, LOCAL 3552

Dave Nangle

By: D. Nangle

Title: President #3552

SENIORITY LIST				
As of January 1, 2013				
FIRE FIGHTERS				
Name	Original Hire Date	Resolution Number	Full Time Hire Date	Resolution Number
Doug Puderbaugh	Mar. 16, 1998	33-1998	May 17, 1999	62-1999
James Heitzman	Aug. 3, 1998	88-1998	Dec. 6, 1999	146-1999
Kerry Shank	Apr. 28, 1999	52-1999	Jan. 16, 2001	9-2001
Charles Samson	Mar. 5, 2001	31-2001	Jan. 30, 2002	16-2002
Matthew Matlock	Apr. 17, 2000	49-2000	Sept. 18, 2002	112-2002
Chad Brown	Mar. 4, 2002	30-2002	Nov. 27, 2002	157-2002
Seth Dodds	June 17, 2002	84-2002	Dec. 2, 2002	160-2002
Robert Shaw	May 29, 2002	75-2002	Dec. 16, 2002	166-2002
Tony Davis	June 17, 2002	84-2002	Jan. 22, 2004	9-2004
Clay Westfall	Nov. 18, 2002	149-2002	Feb. 3, 2004	19-2004
Robert Spirk	Dec. 16, 2002	169-2002	June 16, 2008	76-2008
Keith Bousquette	Jan. 3, 2008	11-2008	Nov. 21, 2010	129-2010
Ryan Moore	Nov. 6, 2006	139-2006	Dec. 17, 2010	138-2010
Nick Angerer	Aug. 13, 1998	88-1998	Apr. 17, 2012	37-2012
LIEUTENANTS				
Name	Original Hire Date	Resolution Number	Promotion Date	Resolution Number
David Nangle	Oct. 15, 2001	98-2001	August 4, 2003	104-2003
Michael Cris	May 29, 2002	75-2002	January 7, 2008	7-2008
Andrew Follick	Dec. 16, 2002	169-2002	Jun. 5, 2012	63-2012

EXHIBIT B

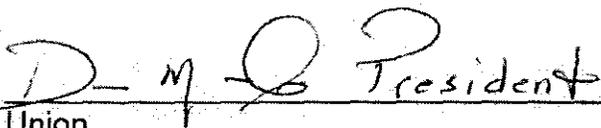
WAGE RATES			
	Year 1	Year 2	Year 3
Firefighters and Firefighter/Emergency Medical Technicians			
Less than 1 year	14.19	14.33	14.48
1-2 years	14.47	14.61	14.76
2-3 years	14.76	14.91	15.06
3-4 years	15.07	15.22	15.37
4-5 years	15.36	15.51	15.67
5-6 years	15.66	15.82	15.97
6+ years	16.28	16.44	16.61
Firefighter/Paramedics			
Less than 1 year	16.46	16.64	16.81
1-2 years	16.81	16.98	17.15
2-3 years	17.14	17.31	17.46
3-4 years	17.48	17.65	17.83
4-5 years	17.84	18.02	18.20
5-6 years	18.19	18.37	18.56
6+ years	18.91	19.10	19.29
Firefighter/Lieutenants			
Less than 1 year	18.99	19.18	19.37
1-2 years	19.37	19.56	19.76
2-3 years	19.75	19.95	20.15
3-4 years	20.15	20.35	20.56
4-5 years	20.54	20.75	20.95
5-6 years	20.96	21.17	21.38
6+ years	21.79	22.01	22.23

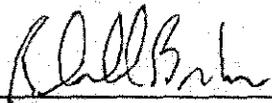
MEMORANDUM OF UNDERSTANDING

Date: February 6, 2013
Between: IAFF Local #3552 and the Harrison Township Board of Trustees
Re: Bargaining Unit

WHEREAS, both parties wish to resolve the current negotiations and enter into a collective bargaining agreement for the period covering January 1, 2013 thru December 31, 2015. Accordingly, both parties agree as follows:

1. The Union and the employees agree that they will not file a grievance or an unfair labor practice charge with the Ohio State Employee Relations Board or challenge in any way the current number of members in the bargaining unit (17 members as of January 1, 2013).
2. If the bargaining unit is reduced below 17, the contractual, statutory and all other rights of the parties will apply to any such decision.


Union


Township