

Labor Agreement
Between
Miami Township Board of Trustees
And
IAFF, Local 3768
(January 1, 2010 through December 31, 2012)

Table of Contents

Article	Page
Article 1 – Preamble	2
Article 2 – Recognition.....	2
Article 3 – Consideration	2
Article 4 - Bulletin Boards.....	2
Article 5 - Management Rights.....	2
Article 6 - Payroll Deductions	3
Article 7 – Seniority.....	4
Article 8 - Layoff/Recall.....	4
Article 9 - Personnel Records	4
Article 10 - Sick Leave	7
Article 11 - Injury Leave.....	8
Article 12 - Funeral Leave	10
Article 13 - Family and Medical Leave Policy.....	10
Article 14 - Leave Of Absence Without Pay	10
Article 15 - Safety and Health	11
Article 16 - Hours of Work and Overtime	12
Article 17 - Emergency Call In Pay.....	13
Article 18 - Grievance Procedure	13
Article 19 - Labor Management Committee.....	16
Article 20 – Discipline	17
Article 21 – Uniforms	19
Article 22 - Vacation.....	21
Article 23 – Holidays	22
Article 24 - Training and Education	23
Article 25 - Work Related Legal Appearance.....	24
Article 26 - Voting Procedure.....	25
Article 27 - Local 3768 Activities	25
Article 28 - Agreement Printing	25
Article 29 – Miscellaneous	25
Article 30 - Emergency Waiver	26
Article 31 - Severability Clause.....	26
Article 32 - Benefits to be Paid Upon Termination	26
Article 33 – Wages.....	26
Article 34 – Probation Periods.....	28
Article 35 - Drug / Alcohol Testing.....	28
Article 36 – Residency.....	32
Article 37 – Death of a Bargaining Unit Member	32
Article 38 – Retirement.....	33
Article 39 – Insurance.....	33
Article 40 - Duration.....	34
INDEX	37

Article 1 – Preamble

This agreement is entered into by and between Miami Township Board of Trustees hereinafter referred to as “the Township” and Local #3768, 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 for all full time, uniformed career employees of the Fire & EMS department excluding the Assistant Chiefs, Chief and administrative office staff.

Article 3 – Consideration

Nondiscrimination: The parties agree that their respective policies will not violate the rights or discriminate against any person because of sex, creed, color, age, national origin, political affiliation, or in the application or interpretations of the provisions of this contract.

Article 4 - Bulletin Boards

The Township agrees to provide bulletin board space approximately 3' by 4' 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 - Management Rights

The Township possesses sole right to operate the Fire & EMS Department and all management rights repose in it. The Township's exclusive rights shall include, but shall 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 6 - 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 seventh (7th) 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. During the term of this agreement, every employee in the bargaining unit not a member of the Union shall, on and after completion of the probationary period, pay to the union a fair share service charge which is equivalent of Union Dues per month.
- C. All full-time employees in continuous employment of the Township of one (1) year or more shall be liable for union dues or union fair share.
- D. The Union agrees to hold the Township harmless, and to reimburse and indemnify the Township, for any and all liability, costs, and attorney fees which might arise by reason of any action taken under this article.

Article 7 – Seniority

- A. The Township will establish a seniority list by date of original full-time appointment with Miami Township, public or private.
- B. Seniority shall govern the dispensing of all privileges provided by and listed as governed by seniority in this agreement.

Article 8 - Layoff/Recall

- A. Layoff. In the event the Township should decide to layoff Fire & EMS Department personnel, non-contract employees who perform bargaining unit work shall be laid off first. If further **lay offs** are required, contract employees shall be laid off in inverse order of seniority. In the event an employee is laid off, he/she may elect to receive payment for earned but unused vacation; personal days; sick leave conversion as determined by Article Thirty-Two (32) of this agreement.
- B. Recall. Employees who are on lay-off shall be placed on a recall list for a period of eighteen (18) months 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 in the previous eighteen (18) months, have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list.
- D. Layoff/Termination. An employee who is on lay-off for a period of eighteen (18) 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.

Article 9 - Personnel Records

- A. The Township shall maintain a personnel file folder for each employee. Said folder shall contain the following documents:
 - 1. Application;
 - 2. Letter of appointment;
 - 3. Resolution regarding promotions and pay raises;
 - 4. Discipline records;
 - 5. Copies of payroll records. Original payroll records are on file with the Clerk;
 - 6. Letter(s) of commendation;

7. Reviews;
8. Health records;
9. 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;
10. Insurance information;
11. Any employee statements referenced in paragraph D below.

B. This folder will be under the supervision and control of the Township Administrator. Said folder may be reviewed by the employee during the hours of 8:30am to 4:00pm Monday through Friday. Advance notice to the Township Administrator may be required. This folder may be reviewed by the employee, the employee's legal guardian, or an attorney authorized in writing by the employee to inspect the folder.

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 requested in accordance with the Miami Township Records Management Policy:

The Township, in accordance with Section 149.43 of the Ohio Revised Code: has established the following fees for providing copies of reproductions of public records maintained by the Township:

1. For photocopies of either letter or legal size documents, the fees shall be as follows:
 - a. For the first (1) thru the twenty-fifth (25) photocopy, there will be no charge.
 - b. For twenty-six (26) or more photocopies, there is a fee of five (5) cents per photocopy calculated from the first photocopy. Advance payment is required before any copies are prepared. (Two sided photocopies shall be charged at a rate of five (5) cents per sheet)
2. For video tapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be charged if a commercial or professional service is contracted to provide the copy. If the Township creates the copy, a reproduction fee may not be charged.

Bulk Commercial requests and Special Extraction Costs will follow Ohio Revised Code Section 149.43 (E)(2).

Established costs / fees under this policy shall be clearly posted and visible to the public.

D. If an employee disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, he/she may request the Township to investigate the

current status of any information. Said request must be in writing and filed with the Township Administrator. Within thirty (30) days of receiving this request, the Township 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. The Township shall delete any information that it cannot verify or that it finds to be inaccurate.

If after the Township Administrator's determination, the employee is not satisfied with the result, the Township 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 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 may also include in a transfer a statement the Township has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for that belief.

Following any deletion of information that is found to be inaccurate or the accuracy of which can no longer be verified or if a statement of dispute is filed by an employee, the Township shall, at the written request of the employee, furnish notification that the information has been deleted or furnish a copy of the employee's statement of dispute, to any person specifically designated by the employee.

- E. Records of oral warnings 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 similar intervening discipline has occurred. Any record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and shall, at the request of the employee, be removed from the personnel file, provided no similar intervening discipline has occurred.
- F. 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.

- G The Township 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.
- H. The following information will be deemed to be information which if released could reasonably endanger the health and safety of the Fire and EMS personnel: employee's address, telephone number; names, addresses, and telephone numbers of employee's dependents and other family members, employee's health records and insurance information.

Article 10 - Sick Leave

- A. Each employee shall be credited thirteen **13** hours sick leave for each calendar month of service. The hours of sick leave shall be credited to each employee on the first pay period of each month. The maximum accumulation of sick leave hours shall be two thousand six hundred (2600) hours.
- B. Approval of Sick Leave Usage: The Chief of the Fire & EMS Department, or other authorized official designated by the Chief, has authority as provided by the Township Administrator to approve or deny the use of sick leave. An employee may be required to submit a doctor's certificate whenever the Chief suspects there has been abuse by the employee in his(her) use of sick leave.
- C. Computation of Sick Leave Usage: Employees shall be charged for sick leave usage on an hour-by-hour basis.
- D. 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, resident and nonresident step-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 doctor's certificate or other proof which establishes the necessity for the employee to be at home caring for the family member.
 - 3. In the case of a non-resident step-child which has matured and no longer resides in the employees' home, authorization from the Chief or authorized designee for sick leave may be given in the case of critical injury, critical care, and/or special circumstances. The amount of leave granted under this section shall be limited to one tour of duty per occurrence.

- E. Employees Claim for Sick Leave: The employee shall submit a Township 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 this form.

- F. Voluntary transfer of sick leave from one member to another will be allowed up to a maximum of forty-eight (48) hours per employee per pay period. No employee will allow their sick leave bank to go below ninety-six (96) hours after such donation. The granting of this benefit shall be solely within the Chief's discretion.

- G. Any employee in an active work status and who does not utilize twenty-four (24) hours or more of sick leave (8 hours or more for forty (40) hour employees) for a one hundred twenty (120) consecutive calendar day period shall be entitled to one (1) twenty-four (24) hour (one (1) eight (8) hour for forty (40) hour employees) paid personal leave day. An employee is limited to one (1) time per 120 day period to use any pro-rated portion of a 24 hour day (or (8) hour day for forty (40) hour employee) for doctor's visits, dental appointments, and sick family emergencies, and not be charged for a sick day with respect to accrual of personal leave days. Prior authorization of sick leave for the abovementioned conditions is required unless it is an emergency situation. Authorization for sick leave shall be given as long as at the time of authorization, the sick leave does not cause staffing to drop below the minimum staffing requirements unless it is an emergency situation.
 - 1. Personal leave days off must be requested in the same manner as a vacation request and are subject to approval based upon the work load requirements of the employer.
 - 2. The one-hundred and twenty (120) consecutive day calendar period begins on the first day following the last incident of sick leave usage and ends one-hundred and twenty (120) days later.
 - 3. Personal leave days must be taken within one (1) year of the date of earning. If not taken within one (1) year, the day shall be paid to the employee at the current hourly rate.

- H. An employee with an accumulation of twelve hundred (1200) hours of sick time may cash in one hundred and twenty (120) hours per year at the rate of one (1) hours pay for two (2) hours of sick time and shall be paid out to the employee on the first paycheck in December.

Article 11 - Injury Leave

- A. Injury On-Duty / Work related illness: In addition to sick leave as provided by this agreement an employee shall receive injury leave as follows:

1. In the event an employee sustains an injury on the job or work related illness and is unable to perform either his (her) regularly assigned duties or those duties which may be assigned to the employee by the Chief, such employee may receive as injury leave compensation, his(her) regular pay for the first ninety (90) days of time off because of and immediately following the on-the-job injury. Provided, however, at the time of the injury and in no event later than one (1) tour of duty following the occurrence that gave rise to the injury, the employee notifies an appropriate supervisor of the injury and, unless hospitalized, within two (2) tours of duty of the occurrence, provides the employer a physician's statement stating the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work.
2. If an employee is hospitalized immediately following the injury / work related illness, he(she) shall submit the physician's statement within three (3) days after his(her) dismissal from the hospital, to the Township.
3. Additional injury / work related illness leave may be granted to the employee upon request to the Chief or his designee, in the event the employee's physician does not clear them for full-duty. The granting of this benefit shall be solely within the Chief's discretion.
4. An employee claiming the right to receive, or who is receiving injury / work related illness leave compensation, may be required by the Township, from time to time, to submit to a medical examination by a licensed physician, selected by the Township. The Township will pay any legitimate cost for examination that the employee's medical insurance or Workers' Compensation does not cover, including travel expenses. If the employee refuses to submit to a medical examination, injury / work related illness leave compensation may be suspended or denied.
5. If the report from the physician selected by the Township is in conflict with the report submitted by the employee's physician regarding the nature of injury, limitations on the employee's ability to work or the expected date of return to work, the employee shall be examined by a third physician, at the Township's expense, within the ninety (90) day window described in this article, selected by the employer from a list of physicians mutually agreed upon by the parties. The opinion of the third physician shall be determinative.

B. Injury Off-Duty: Off duty injury is addressed in Article 10 - Sick Leave.

Article 12 - Funeral Leave

- A. Leave with pay for participation in funeral services or arrangements shall be granted by the chief or his designee to an employee when a death in the immediate family occurs. Immediate family for this article shall include the employee's parents, spouse, child, resident and non-resident step children, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son in-law, grandchildren, sister-in-law or brother-in-law.
- B. Extent of Benefit: Forty-eight (48) hours of funeral leave will be granted for spouse, parents, children, resident step children, brother, sister. Twenty-four (24) hours of funeral leave will be granted for guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother in-law, and non-resident step children. 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 of up to forty-eight (48) hours may be granted upon request with the approval of the Chief or his designee. Funeral leave in excess of Section B of this article shall be charged against accumulated sick leave.

Article 13 - Family and Medical Leave Policy

The Family and Medical Leave Policy as adopted by Miami Township will be incorporated into this agreement.

Article 14 - Leave Of Absence Without Pay

- A. Purpose: Leave of absence without pay may be granted for any legitimate purpose subject to approval, including, but not limited to the following:
 - 1. To further an employee's education.
 - 2. To attend funerals not covered by paid leave.
 - 3. Urgent personal reasons.
 - 4. As permitted by Article 13.
- B. Procedure: An employee desiring to apply for a leave of absence without pay should submit an application to his(her) immediate supervisor, outlining the reason for the request. The supervisor will transmit the request to the Chief along with his(her) comments. Further disposition will be made as follows:
 - 1. Request for Leave of Two (2) tours or less: The Chief of the Fire & EMS Department will act on the request.

2. Request for Leave of more than Two (2) tours: The request for leave of more than Two (2) tours will be forwarded to the Township Administrator by the Chief with his(her) recommendations.
- C. Conditions: All such leave requests will be given in writing with a copy directed to the employee's personal file.

Article 15 - Safety and Health

- A. The parties agree that safety is of paramount importance to the Township Fire Service and its employees. The Township accepts the responsibility to provide safe working conditions; equipment, vehicles and working methods for all employees with reference to recognized national standards. 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 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. Damaged safety equipment and apparel, as determined by the Chief or his designee, shall be ordered as soon as practical upon notification of needed equipment. Damaged safety equipment and apparel shall not be utilized by employees.
- C. The Township will agree that blood tests for carbon monoxide poisoning and any other toxin that is likely to have been encountered through the course of employment with Miami Township will be provided upon request by any employee treated in a hospital for an exposure. And the employee will be given a report of the test upon request. The Township will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation, if test is ordered by the Township.
- D. The Township will continue to furnish safety apparel and equipment.
- E. The Township will provide an inoculation for prevention of Hepatitis-Type B, annual flu shot, and/or other inoculations of this nature that become available during this agreement.
- 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, if test is ordered by the Employer.

- G. The Township shall provide annual TB testing for all emergency response personnel according to current National Standards.
- H. The Township shall provide annual physicals and evaluations for all emergency response personnel according to most current national firefighting standards.
- I. All employees shall annually receive a physical fitness assessment. This assessment is meant only for the employee to have a complete picture of their health and fitness level. The results of such assessment shall be confidential between the assessor and the employee being assessed. This assessment shall not be used to determine whether an employee is fit for duty. The employer shall provide at minimum, one fitness advisor per shift. The township will provide for the proper training of each fitness advisor.
- J. The parties of this Agreement agree that an employee shall not be disciplined for refusing to use defective equipment which would present a danger to the employee, fellow employees or the community.

Article 16 - 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". The standard work period for employees covered under this Agreement shall consist of a forty-eight (48) hour average work week within a twenty-one (21) day working period. The employees standard number of hours worked annually will be two thousand four hundred and ninety-six (2,496).

The standard work day for Weekday Captains covered under this Agreement shall be eight (8) hours. This shall be known as the employee's "tour of duty". The standard work period for Weekday Captain's covered under this Agreement shall consist of a forty (40) hour average work week within a twenty-one (21) day working period. The employees standard number of hours worked annually will be two thousand eighty (2,080).

- B. The tour of duty shall commence at 0700 hours and continue through to 0700 the following day. The Weekday Captain's tour of duty shall end at 1500 hours.
- C. Either party may request a new shift system. Such request shall reopen negotiations for this issue only (type of shift and related hours of work). Such negotiations will follow the statutory procedures of ORC 4117.14.
- D. Employees required to work in excess of their scheduled pay period shall be paid at one and one-half (1 1/2) times their regular hourly rate of pay for all such excess time. Captains shall be paid at the rate of one and one – half (1 ½) times of the regular hourly rate of the Weekday Captains. This applies only to existing

Captains. Employee's hired or promoted to the rank of Captain after September 1, 2001 shall be paid the overtime rate based on their hourly rate of pay.

1. Approved vacation, personal days, sick days, and paid days shall be considered time worked for the purpose of computing work time.
 2. Overtime will be calculated and paid with the regular pay and within the same pay period in which it was earned.
- E. Employees covered under this agreement (except Weekday Captains) shall be entitled to one (1) Hourly Reduction Day (HRD) every (3) weeks. An HRD shall be one Twenty-four (24) hour shift.

Article 17 - Emergency Call In Pay

Any time an employee is called in to work beyond his(her) regular tour of duty, the employee shall be paid a minimum of two (2) hours pay to be paid at the appropriate rate. If emergency call in time is contiguous to an employee's regularly scheduled shift, such time shall be calculated as hours of work only and subject to overtime as provided for in Article 16.

Article 18 - Grievance Procedure

- A. Paragraph A
1. A grievance is defined as a specific violation of a term of this agreement, or disciplinary action taken against an employee. Each written grievance must state the Article of the agreement where the violation has occurred and the remedy requested to settle the grievance.
 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 is not forthcoming within the specified time limits, the grievance will be presumed to have been denied. In such a case, the grievant must present his grievance to the next step in the grievance procedure in order to obtain further consideration. A copy of all grievances and responses will be forwarded to the Township Administrator and the President of the Union.

Step 1. The employee or group of employees shall present their grievance in writing to his(her) immediate supervisor for his(her) disposition. Except for monetary issues, this must be done within five (5) 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 grievant may, if he(she) or they so desire, be accompanied by a member of the Grievance Committee at this step.

The immediate supervisor shall reply in writing to the aggrieved within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays). If the aggrieved employee or employees do not refer the grievance to the second step of the 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. 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. Both the Union and/or its representatives and Township shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The aggrieved may be represented by a member of the Grievance Committee.

Step 3. 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, or within five (5) calendar days after the five (5) calendar day period in which the response is due. If the grievance is not so presented, it will not further be considered. 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 through the President of the Union of his(her) dissatisfaction with the decision rendered, the grievance shall be considered resolved. If the Township Administrator fails to answer in writing within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) time period, the grievance will be presumed to have been denied.

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 with five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision of the Township Administrator, or after the five (5) 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 Administrator, the grievance shall be considered settled.

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 Township 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. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

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 Township's representatives.

B. Paragraph B

1. 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 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. The Ohio rules of evidence are applicable to the arbitration process.
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 the 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, on all the Bargaining Unit Employees, and on the Township.

C. Paragraph C

Union representation at Steps One and 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 (3) and Four (4). By mutual agreement additional persons may be designated to attend.

D. Paragraph D

The Township is authorized to pay grievance settlements.

E. Paragraph E

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

F. Paragraph F

Any grievance may be initiated by the Union at Step three of the grievance procedure, subject to the time limits of Step One (1).

G. Paragraph G

The grievance form as developed by the Labor Management Committee will be subject to approval by both the Union and the Township.

Article 19 - Labor Management 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 twice 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. Items discussed at a Labor Management Committee meeting, requiring a response from either party, shall be addressed by that party within thirty (30) days of the meeting. A fifteen (15) day extension may be granted if approved by both parties.

Article 20 – Discipline

- A. The tenure of every bargaining unit member shall be during good behavior and efficient service. No employee shall be disciplined except for those grounds set forth in Article 20(B).
- B. Any employee may be disciplined for just cause which includes the following infractions: incompetency; 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 Township to provide services to the public. The Township may take this type of action while the employee is on duty, representing the Township; or off-duty representing his/her self 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. Any employee who is being disciplined shall have the option to request a union representative from an established list of representatives. The requested representative should be reasonably available (within 1 hour). This time may be extended with agreement by both the Union and Management.
- D. 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.

- E. 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.
- F. For infractions involving suspension of one (1) tour of duty, said discipline shall be at the sole discretion of the Fire Chief or his designee. For infractions involving suspension of two (2) to three (3) tours of duty, said discipline shall be at the sole discretion of the Township Administrator. 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. Such warnings and reprimands may be

appealed through the grievance procedure up to and including Step Three (3) only.

- G. In cases where the Fire Chief or his designee, determines that suspension, reduction in classification or discharge may be the appropriate remedy, they 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 Fire Chief or his designee, and the Township Administrator no sooner than five (5) working days from when the notice from the employee is received.

At the pre-disciplinary conference, the Township Administrator shall act as a neutral hearing officer. The Township Administrator shall take evidence from both the Fire Chief or his designee, and employee as to the nature of the infraction and the reasons why suspension, reduction in classification or discharge is warranted. The employee may appear at this pre-disciplinary conference with or without a representative of his(her) choice, 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 Administrator 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 Administrator 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 Administrator will issue a written opinion of his findings and recommendations. The Township Administrator shall have authority to suspend an employee for up to three (3) tours of duty if said suspension is the appropriate measure of discipline.

If suspension of more than three (3) tours of duty, reduction in classification or discharge is recommended, the Township Administrator will transmit this recommendation to the Board of Trustees for action at their next regularly scheduled meeting or at a special meeting called for that purpose. The employee has a right to appear at the scheduled meeting of the Board of Trustees, with or without a representative of his/her choice, to contest the recommendation of the Township Administrator. At the meeting, the Board of Trustees will review all materials and testimony submitted by the employee, Fire Chief or his designee, and Township Administrator, and may call such other witnesses as the Board determines necessary to make a decision.

Upon review of this information, the Board of Trustees will either accept, accept with modifications, reject or reject with modifications, the recommendation of the Township Administrator. The employee has a right to have this meeting held in an open or closed session pursuant to Section 121.22(G)(1) of the Ohio Revised Code.

- H. All disciplinary actions may be appealed through the Grievance procedure except as noted in Section 20(E).
- I. The **afore stated** Article does not apply to employees who have failed to complete the probationary period.
- J. When a bargaining unit member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of either party.
- K. An employee who comes under investigation by management for a discipline infraction shall be notified of the investigation within five (5) calendar days. If just cause cannot be determined within forty five (45) days once an investigation has been initiated, no action shall be taken against the employee. If additional time is required for an investigation to be concluded, an additional forty five (45) calendar days may be allotted by mutual consent between the Chief and the President of the Union. No internal investigation shall be maintained longer than 90 calendar days. Criminal investigations are not subject to this paragraph.
- L. When disciplinary action has been taken, the said discipline shall be carried out at no longer than thirty (30) calendar days from final verdict.

Article 21 – Uniforms

- A. The employer will provide uniforms and personnel protective equipment clothing to the employees. Said list and clothing will be provided to the employee upon hire and throughout employment with Miami Township. Replacement of issued items will be on an as needed basis and paid for by the employer. Style, type,

color and quantity of specific items will be determined with a dual effort of the Chief and uniform committee. The following list states a minimum quantity:

- 5 - Work shirts (*of each type approved by the Chief*)
- 5 - Navy blue pants 1 - Ball cap (optional)
- 5 - T-shirts 1 - Jumpsuit (optional)
- 1 - Black belt 1 - Class A uniform
- 1 - Pair work shoes 1 - Winter Coat
- 1 - ¼ zip sweatshirt

- B. All employees must report to work in uniform. The uniform and all items of clothing which make up the Township issued and accessories must be clean, neat, and orderly. Uniforms, personal protective clothing, or department issued jumpsuits, as appropriate, shall be worn to department sanctioned training activities and on all responses, including recalls.
- C. Only footwear (shoe/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. Replacement shoes/boots may be obtained on an annual basis. If the footwear is damaged or exposed to a contaminate and is unable to be repaired by an authorized shoe repair service then the employee will be issued a new pair of shoes/boots regardless of when the shoes/boots were issued.
Boot/shoe styles, other than those approved, must be approved and must be authorized by the Chief. Any difference between the amount paid by the department and the actual cost of an approved substitute pair of footwear shall be paid by the individual prior to issuance. 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 presentable condition, in a manner as prescribed by the manufacturer, by the individual to whom they are issued.
- E. To assist the employee in proper maintenance of their Station and Class A uniforms, the employer will provide for dry cleaning at two designated dry cleaners. If at anytime the designated facility is changed, personnel will be notified by memo or e-mail advising the name and locations of the new dry cleaners. The designated dry cleaners will bill directly to Miami Township for employee dry cleaning. The employee shall turn in all receipts to the department administrative assistant. It is the responsibility of the employee to drop off and pick up their uniform items at one of the designated facilities. In the event the uniform items are contaminated by biohazard material, it is the employee's responsibility to package items following the approved guidelines.

Article 22 - Vacation

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

- | | | |
|---|----|----------------|
| 1. After One (1) full year of service | 4 | 24 Hour Shifts |
| 2. After Six (6) full years of service | 7 | 24 Hour Shifts |
| 4. After Fifteen (15) full years of service | 10 | 24 Hour Shifts |
| 5. After Twenty-Four (24) full years of service | 12 | 24 Hour Shifts |

After completion of one (1) year of employment, an employee is eligible for vacation accrual as follows: an employee is eligible for full vacation credit (4 shifts) if hired on or before June 30th which is retroactive to January 1st; and employee is eligible for half vacation credit (2 shifts) if hired on or after July 1st.

B. Weekday Captains shall earn vacation leave accruing January 1st according to their number of years of **(service credit*)** as follows:

- | | |
|---|-----------|
| 1. After One (1) full year of service | 80 Hours |
| 2. After Six (6) full years of service | 120 Hours |
| 3. After Fifteen (15) full years of service | 160 Hours |
| 4. After Twenty-Four (24) full years of service | 200 Hours |

After completion of one (1) year of employment, an employee is eligible for vacation accrual as follows: an employee is eligible for full vacation credit (4 shifts) if hired on or before June 30th which is retroactive to January 1st; and an employee is eligible for half vacation credit (2 shift) if hired on or after July 1st.

C. Vacation credit accrues while on vacation and sick leave.

D. For this article, **(service credit*)** means the time in the full-time service of Miami Township, public and private, and includes all prior full time service time with another political subdivision of the State of Ohio. Service credit shall not accrue during periods of suspension or of layoffs lasting longer than one (1) year. An employee who has prior full-time service time with a political subdivision in the State of Ohio shall receive service credit towards vacation entitlement for all such service time. An employee with prior service does not receive credit for the service until completion of the probationary period.

F. 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. A vacation schedule will be posted by February Tenth (10th) to allow for rescheduling of denied time. The final vacation schedule will be posted by February Twenty-Eighth (28th).

- G. After the vacation list has been posted, then any remaining vacation time that an employee has not scheduled, shall be scheduled on a first application basis and seniority rights shall not prevail.
- H. Generally, vacation leave shall be taken by an employee during the year in which it was accrued. Employees may carry over up to forty-eight (48) hours of their annual accrual, but only one (1) succeeding year.
- I. Employees may request up to two (2) shifts additional vacation without pay. The granting of such requests is solely within the Township's discretion.
- J. Vacation leave that is not used, scheduled for use or able to be carried over to the next year by December 1st in the year of accrual, shall be paid out to the employee on the check for the first full pay period of December, up to a maximum of ninety-six (96) hours.
- K. Vacation may be taken in increments of no less than four (4) hours.
- L. An employee who sustains an off-duty injury or significant illness at a time when they have prior pre-approved vacation leave scheduled may submit a request to have that vacation leave changed to sick leave. The basis for the request should include an extended recovery time that will prohibit the employee from participating in the activity for which they were taking the pre-approved vacation leave. An accompanying note from a physician indicating the period the employee must be off work, and citing the activity restrictions, shall be on file. In the event the illness or injury does not prevent the employee from participating in the activity for which vacation leave was requested, the employee shall not request conversion of vacation leave to sick leave.

The request must be submitted to the Scheduling Captain no later than seven (7) days prior to the beginning of the scheduled vacation time activities. Should circumstances prevent this stipulation from being met, the Scheduling Captain and the Chief or his designee, will review the request and decide its disposition based on the details of the situation, on a case-by-case basis. Their decision will be considered as final. Each situation and related decision shall be considered a one-time event, and shall not be considered as having established a practice.

Article 23 – Holidays

- A. The following Holidays will be compensated at one and one half (1.5) times base pay from 0700 hours to 0700 hours, to coincide with the tour of duty that begins on the holiday except as specified in Section B of article:

New Years Day
 Martin Luther King Day
 President's Day

Memorial Day
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

- B. Any employees working New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas are entitled to two and a half times (2.5) their normal rate. There will be no overtime calculation for these days. All employees working these days shall be paid at two and a half times (2.5) their normal rate.
- C. Employees not scheduled to work on a holiday listed in section A shall receive, as holiday pay, twenty-four (24) hours pay at their normal hourly rate, unless the employee is on an unpaid leave of absence or a disciplinary suspension when the holiday is observed.
- D. The weekday Captains shall be entitled to the day off with pay for any holidays that coincide with their regularly scheduled shift. If the holiday falls on a Saturday then the weekday Captains shall have Friday off with pay. If the holiday falls on a Sunday then the weekday Captains shall have Monday off with pay.

Article 24 - 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 their knowledge and participate in their formal education efforts. In order to assist the employee, the Township will provide any participating Bargaining Unit Member with tuition assistance as follows:
 - 1. The employee will submit a written request to the Chief of the Fire & EMS Department or his designee and the Township Administrator prior to the start of the course for which reimbursement is sought. Requests for reimbursement will not be unreasonably denied, upon proof of successful completion of the course(s). Training requests will be reviewed and a decision will be made by the Training Division and Administration on said request. Approval or denial status shall be sent back to the employee within thirty (30) days from the time the request was submitted.
 - 2. The course work must be related to the Fire Science or Emergency Medical Field or be a required course leading to an Associate's and Bachelor's degree in the following fields: Fire Prevention, Emergency Management, Homeland Security, Disaster Response, Nursing, Arson Investigation, Fire Protection Engineering, Occupational Safety & Health

with a concentration on Fire, EMS Management, or a formal degree approved in writing by the Chief of Fire and EMS prior to enrollment. A management and Public Administration degree shall be open for Lieutenants and above. To be eligible for the reimbursement under this section, the college or university must be accredited by an accrediting agency or association recognized by the U.S. Department of Education or the Council Of Higher Education Accreditation (CHEA).

3. The employee will pay all initial fees, including books and will submit proof of attendance or completion except as noted in Paragraph C of this section. The employee must maintain a minimum of a 2.0/C grade point average on a 4.0/A grading scale where applicable. In the event of a pass/fail grading system, the employee must maintain a passing grade.
 4. Employees must have completed one (1) year of full-time service with Miami Township to qualify for tuition reimbursement.
- B. The maximum reimbursement is limited to the in-state tuition charged by the University of Cincinnati Main Campus as of December 1st of each year. Reimbursement shall be as follows:
- 90% for an A grade
 - 80% for an B grade
 - 70% for an C grade
- C. Upon proof of such expense and completion of the course(s) as described in Paragraph A, the Township will reimburse the employee the cost of the books for each course(s) with the following conditions: (1) the books become property of the township; and (2) the employee will be reimbursed when the books are returned in good condition. The Township recognizes that there are options in which the course books may be rented from a third party vendor for a price less than purchasing the book. The township agrees to reimburse the employee the rental fee after completion of the course(s) and the books are returned to the third party vendor.
- D. The Township will pay for all courses as required by the Township and/or the State of Ohio as a requisite to maintain a professional license or certificate or to maintain or advance in employment. These courses are either prepaid or reimbursed at one hundred percent (100 %). Employees will be compensated at a rate of one and a half times their hourly rate to attend courses outside of their normal work schedule.

Article 25 - Work Related Legal Appearance

Each employee required to appear in court resulting from their duties or to give affidavits, make statements to Police or other investigators, observe line-ups or engage in any other type of legal appearance pertaining to their employment with the Township, on

other than regularly scheduled tour of duty shall be compensated at the appropriate hourly rate.

Article 26 - Voting Procedure

Each employee who is a registered voter and who is scheduled on short notice 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 27 - Local 3768 Activities

- A. Negotiating Committee: 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.
- B. Labor Management Committee: A maximum of three (3) Local 3768 members shall be paid their appropriate wage while on duty for time spent in Labor Management Committee sessions as described in Article 19 of this agreement.
- C. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Chief three (3) weeks in advance of scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.
- D. The executive board shall be given eight (8) shifts of paid leave for union activity. A shift shall be defined as a twenty-four (24) hour period. In the event that a forty (40) hour employee serves on the executive board, that employee's paid leave shall be calculated in hours to determine how many shifts were used.
- E. Any statement made by a Bargaining Unit member to a Union representative shall be considered confidential.

Article 28 - Agreement Printing

The Township shall provide Local 3768 with copies of the adopted Agreement.

Article 29 – Miscellaneous

- A. Moved to "B" of the Insurance Article.
- B. Moved to section "E" of the Local 3768 Activities Article.

Article 30 - Emergency Waiver

In the event an emergency is proclaimed by the Township Administrator, the Chief of the Fire & EMS 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 classifications, overtime limitations, or seniority.

Article 31 - 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 32 - Benefits to be Paid Upon Termination

- A. Accrued Vacation Upon Retirement, Resignation or Death: An employee who voluntarily resigns 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 the death or retirement of an employee with ten (10) or more years of service shall be paid for fifty percent (50%) of the value of their accrued but unused sick leave, up to a maximum payment of three hundred (300) hours.

- C. 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 33 – Wages

- A. The following hourly pay ranges for certain uniformed members of the Department within the service of the Township are established:

Effective January 1, 2010 rates of pay for Fire Fighter/Paramedic shall be as follows:

	Probationary Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Annual	\$ 46,455.80	\$ 50,080.74	\$ 53,062.96	\$ 55,068.25	\$ 57,973.34	\$ 61,186.94
Hourly	\$ 18.61	\$ 20.06	\$ 21.26	\$ 22.06	\$ 23.23	\$24.51

Effective January 1, 2010, the rate of pay for Lieutenant and Captain shall be as follows:

	Lieutenant	Shift Captain	Weekday Captain
Annual	\$67,896.94	\$ 81,728.28	\$81,728.28
Hourly	\$ 27.20	\$32.74	\$39.29

Effective January 1, 2011 rates of pay for Fire Fighter/Paramedic shall be as follows:

	Probationary Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Annual	\$ 47,849.48	\$ 51,583.16	\$ 54,654.85	\$ 56,720.30	\$ 59,712.54	\$63,022.55
Hourly	\$ 19.17	\$ 20.67	\$ 21.90	\$ 22.72	\$23.92	\$25.25

Effective January 1, 2011, the rate of pay for Lieutenant and Captain shall be as follows:

	Lieutenant	Shift Captain	Weekday Captain
Annual	\$69,933.85	\$84,180.12	\$ 84,180.12
Hourly	\$ 28.02	\$33.73	\$ 40.47

Effective January 1, 2012 rates of pay for Fire Fighter/Paramedic shall be as follows:

	Probationary Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Annual	\$48,327.97	\$52,099.00	\$55,201.40	\$57,287.50	\$60,309.67	\$ 63,652.78
Hourly	\$ 19.36	\$ 20.87	\$ 22.12	\$ 22.95	\$ 24.16	\$ 25.50

Effective January 1, 2012, the rate of pay for Lieutenant and Captain shall be as follows:

	Lieutenant	Shift Captain	Weekday Captain
Annual	\$ 70,633.19	\$85,021.92	\$ 85,021.92
Hourly	\$ 28.30	\$ 34.06	\$ 40.88

Fire Fighter/EMT-B

Establish Fire Fighter/EMT-B pay utilizing the following steps:

- Step 1. Establish employee's length of service.
- Step 2. Locate employee's placement in above scales.
- Step 3. Deduct \$1.00 per hour from amount listed.

B. 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 1st of the year of hire (as noted by the Seniority list from Article 7) shall be the anniversary date for each employee regardless of actual start date.
2. The Township shall review annually each employee's salary for the purposes of determining which employee's shall be entitled to a step increase.

C. Even Pay Distribution

1. Union employees will receive equal bi-weekly paychecks for regular hours worked.

Article 34 – Probation Periods

- A. Every newly hired employee will be required to successfully complete a probationary period. The probation period for new employees shall begin on the first day for which the employee received compensation from the Employer and shall continue for a period of one (1) calendar year.
- B. Any employee promoted into a higher level position shall be required to successfully complete a probationary period of six (6) months. Any employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position.

Article 35 - Drug / Alcohol Testing

A. PURPOSE OF DRUG / ALCOHOL TESTING PROGRAM:

1. The Township has a legal responsibility and management obligation to ensure a safe working environment, as well as a paramount interest in protecting the public by ensuring that **it's** 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 compelling governmental interest in maintaining a workplace free of illegal drugs. Liability could be found against the Township and the employee if we fail to address ourselves with diligence to insure that employees can perform their duties without endangering themselves or the public.
3. There is sufficient evidence to conclude that 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 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.
3. Reasonable Suspicion - An apparent state of facts and/or circumstances found to exist upon inquiry by the 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 which exceeds the legal limit as set by the state of Ohio; (ii) 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; (iii) 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).

C. GENERAL RULES:

1. 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. Employees are prohibited from consuming or possessing alcohol at any time during or less than 8 hours prior to the beginning of a tour of duty, or anywhere on Township property, including buildings, property, or vehicles.
2. All property belonging to the Township, including the entire premises of the Safety Services Buildings 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 and files.
3. Failure of any employee to comply with the intent or provisions of this Article are grounds for disciplinary action, including dismissal, or other action deemed appropriate by the Township Administrator. Refusal by an employee to take a required test, i.e.; a test that is ordered based upon reasonable suspicion as defined in paragraph (B. 3) above, or under circumstances described in paragraphs (D. 1 & D. 2) below, or follow this

article in the collective bargaining agreement, will result in immediate relief from duty pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to required drug test within one (1) hour of receiving the order.

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 or his designee may order a drug test when he (she) has reasonable suspicion that an employee is using, or is under the influence of drugs, narcotics, or alcohol.
 - b. The Chief or his(her) designee may order a test, for alcohol, drug or narcotic use, when the employee is the operator of a department vehicle involved in a motor vehicle crash with minor damage.
 - c. The Chief or his(her) designee shall order a test, for alcohol, drug or narcotic use, when the employee is the operator of a department vehicle involved in a motor vehicle crash involving a personal injury or significant property damage.
 - d. The order shall be in writing and the employee shall be advised of the circumstances surrounding the order to test.
 - e. Whenever practical, prior approval should be obtained from the Chief before his designee orders the test.
 - f. Each employee may be subject to random testing once per calendar year. Employees shall be selected using a scientifically valid method in which employees will have an equal chance of being tested each time selections are made. A Union representative shall have access to the list at the request of the employee being drug tested in the event there is question as to how random the selection was. Dates for testing shall be unannounced and spread throughout the calendar year.
 - g. Testing shall be conducted solely for administrative purposes. Results shall be held in complete confidence and may not be used in criminal proceedings other than by a subpoena from a court of competent jurisdiction. This procedural shall not preclude the Employer from other administrative action, but such action shall not **shall** be based solely upon the initial testing alone.

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 enough time to change from uniform to civilian clothing.
 - b. The employee will be transported to the designated testing center by the supervisor.
 - c. The employee may request that a department union employee be present for transportation and testing. The requested employee should be reasonably available (within 1 hour). A pre-appointed list of Union employees will be established for this purpose by the union. If possible, a member from the established list off duty should be utilized. Any member asked to perform this duty will be compensated by the employer at his(her) regular rate for actual time, not to be less than two hours. In the event this cannot be accomplished, an on duty union employee who is reasonably available can be utilized if the employee in question chooses to use a representative.
 - d. A controlled test will be conducted by personnel of the testing site. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatograph/ mass spectrometry full scan test. The procedures used by the Employer and the testing laboratory shall include an evidentiary chain of custody.
 - e. 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 appropriate Safety Services Building.

E. Test Results

1. The results of all testing shall be delivered to the Employer and the tested employee. An employee whose confirmatory results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test was obtained using the approved protocol methods. A representative for the Bargaining Unit shall have access to the results upon request to the Employer, with the employee's consent.
 - a. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

2. After the testing required above has produced a positive result, the employee shall be permitted in any rehabilitation or detoxification program covered by insurance, or of the employee's choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee may be subject to random testing upon return to work for a period of two (2) years from the date of return to work. Any employee in a rehabilitation or detoxification program in accordance to this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence with/without pay, for a period not to exceed twelve (12) weeks.

If the employee refuses to undergo rehabilitation or detoxification or if the tests are positive during a re-testing after return to work from such program, the employee shall be subject to disciplinary action, including removal from the employee's position and termination of employment.

3. Costs of all drug tests and confirmatory tests shall be borne by the Employer except that any tests initiated at the request of the employee shall be at the employee's expense.
4. Any member may voluntarily present themselves as and alcohol abuser or a person with tendencies toward drug abuse and volunteer for rehabilitation or detoxification or any other relevant / applicable employee assistance without fear of punitive action.
5. The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

Article 36 – Residency

This article is removed.

Article 37 – Death of a Bargaining Unit Member

- A. In the event of death of a current employee, any pay to which the employee would have been entitled shall be paid directly to the designated beneficiary of the employee's life insurance policy, or to the employee's estate if no beneficiary is

named. Payment shall be made within fourteen days after notification to the Township of the death of the employee.

- B. If the deceased member's family requests a formal funeral, the Employer will provide a complete Class "A" uniform.

Article 38 – Retirement

- A. Employees approaching full service retirement or receiving a medical retirement with ten (10) or more years of service shall be presented with the Class "A" badge, Class "A" name plate, fire helmet worn during service to the community, and department patch suitably encased for presentation. The expense for encasing such items shall be the responsibility of the Union.
- B. Retired employees may retain one complete set of Class "A" uniforms.

Article 39 – Insurance

- A. The employer shall make available to all bargaining unit employees a group hospitalization, major medical and dental insurance plans. The employer shall pay the monthly premiums and deductibles for employees, regardless of the type of insurance chosen up to a maximum of \$410.00 per month premium cost for each employee covered. Should the cost exceed \$410.00 per month, the employer shall pay the base \$410.00 per month plus 75% of the excess premium and deductibles cost above \$410.00 per month. The employee shall pay the remaining 25% of the premium and deductibles cost above \$410.00 per month. If the insurance premium and deductibles cost is above the base \$410.00 per month, the employee's portion of this additional cost shall be deducted from the employee's bi-weekly wages without additional authorization from the employee.

The employer may choose to implement a high deductible plan in which the employer agrees to pay the 75% of deductibles of eligible medical expenses. The employee is responsible for the next 25% of deductibles for eligible medical expenses. Once the annual deductible amount is met, the plan is responsible for 100% of all eligible expenses.

- B. The choice of insurance carrier(s) shall be solely within the discretion of the employer, so long as any change in carriers does not impair the employee's rights with respect to general coverage conditions. Any proposed changes in insurance will be discussed with a Joint Insurance Committee consisting of members from each Township department, including two members of the IAFF. The employer shall provide to the Union a copy of the insurance policy.

- C. In lieu of Professional Liability Insurance, the employer agrees to Indemnify and defend any employee from actions arising out of the lawful performance of the employee's official duties as required by Section 2744.07 of the Ohio Revised code.
- D. The employer shall provide life insurance insuring the life of each covered employee and providing a death benefit in an amount of \$25,000 per employee along with Accidental Death and Dismemberment coverage in an amount of \$25,000. This shall be at the sole cost of the employer. The employee may individually purchase additional life insurance up to a maximum set by the insurance company. This additional insurance would be automatically deducted from the employee's bi-weekly wages.

Article 40 - Duration

- A. This agreement shall be effective as of January 1, 2010, and shall remain in full force and effect until December 31, 2012, 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 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 motions 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.

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

**FOR MIAMI TOWNSHIP,
CLERMONT COUNTY,
BOARD OF TRUSTEES**

**FOR THE INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS, LOCAL NO. 3768**

Karl Schultz, Chairperson

Dan Berkebile, President

Ken Tracy, Vice-Chairperson

Jeff Childers, Vice President

Mary Makley Wolff, Trustee

Dean Miracle, Negotiations Committee

Eric C. Ferry, Township Fiscal Officer

Approved as to Form:

John C. Korfhagen, Law Director

Approved as to Content:

Larry Fronk, Administrator &
Township Negotiator

INDEX

Accidental Death and Dismemberment coverage	36	Course work	25
Accredited	25	Court	26, 28
Accrediting agency	25	Dangerous drug	31
Accrued Vacation Upon Retirement, Resignation or Death.....	28	Death benefit.....	36
Additional funeral leave.....	10	Death of a Bargaining Unit Member ..	35
Additional injury / work related illness leave	9	Declaration of an emergency	27
Aggrieved.....	14, 15, 17	Declared invalid	28
Agreement Printing.....	27	Defective equipment	12
Alcohol.....	32	Denies the grievance	16
Alcohol concentration.....	31	Dental insurance.....	36
Alcohol Test.....	31	Designated representative	17
American Arbitration Association (AAA)	16	Discharge	19, 20
Annual physicals	12	Discharge	18
Appealed	20	Disciplinary action	21, 32, 34
Apply for a leave of absence.....	11	Disciplinary suspension	24
Approval of Sick Leave Usage	7	Discipline	18, 19
Arbitrate	15, 16	Discipline allowed	34
Arbitration hearing.....	16	Dismissal.....	32
Arbitrator.....	16	Drug	32
Arbitrator.....	15	Drug / Alcohol Testing	30
Arbitrator's decision.....	17	Drug abuse	31, 35
Authorized Uses for Sick Leave	7	Drug or alcohol test,.....	33
Bargaining representatives.....	27	Drug screening test is positive	34
Benefits to be Paid Upon Termination	28	Drug test.....	32
Bi-weekly paychecks	30	Drug Test	31
Blood samples	33	Drug testing/urinalysis and alcohol testing.....	32
Blood specimen.....	31	Drug/alcohol dependence.....	30
Blood tests.....	12	Drug/alcohol testing program	30
Books	26	Dry cleaning.....	21
Bulletin Boards	2	Duration	37
Called in to work.....	14	Education and training	25
Carbon monoxide poisoning.....	12	Emergency Call In Pay	14
Certificate.....	26	Emergency Waiver.....	27
Class A uniforms.....	21	Employees Claim for Sick Leave	8
Computation of Sick Leave Usage	7	Even Pay Distribution	30
Consideration	2	Evidence.....	16, 19
Continuance of the pre-disciplinary conference	19	Examined by a third physician.....	10
Cost of the books	26	Exclusive bargaining agent	2
		Executive board	27
		Expectation of privacy	32
		Expenses of the arbitrator	16
		Expenses of witnesses.....	17

Fair share service charge.....	3	Layoff.....	4
Family and Medical Leave Policy	11	Layoff/Termination.....	4
Fees for providing copies.....	5	Leave for union activity	27
Fire Fighter/EMT-B pay	29	Leave Of Absence Without Pay.....	11
Fitness advisor	12	Leave of more than Two (2) tours	11
Flu shot.....	12	Leave of Two (2) tours or less	11
Footwear	21	Leave with pay	10
Formal funeral.....	35	Life insurance.....	36
Full service retirement	35	Life insurance policy.....	35
Funeral leave.....	10	Local 3768 Activities.....	26
Grievance	14, 15, 17	Major medical	36
Grievance Committee	15	Management Rights	2
Grievance form	17	Mechanical condition of the apparatus	11
Grievance is defined	14	Medical examination.....	9
Grievance meeting	15	Medical laboratories.....	33
Grievance procedure	19	Medical leave of absence with/without	
Grievance procedure	20	pay.....	34
Grievance Procedure.....	14	Medical retirement	35
Grievant.....	14, 17	Medical, psychiatric, or psychological	
Gross misconduct.....	18	information.....	7
Gross misconduct.....	18	Miscellaneous	27
Group hospitalization.....	36	Modify, amend or terminate this	
Hepatitis-Type B.....	12	agreement.....	37
Holiday.....	24	Motor vehicle crash involving a personal	
Hourly Reduction Day	13	injury or significant property damage	
Hours of Work and Overtime	13	32
Illegal drug use.....	30	Motor vehicle crash with minor damage	
Illegal drugs	30, 31	32
Illness	23	Narcotic.....	31, 32
Immediate discipline	19	National Institute of Drug Abuse.....	33
Immediate family	10	National Institutes of Health	33
Infection Control plan	12	Negotiating Committee.....	26
Injury Leave	9	Neutral hearing officer	19
Injury Off-Duty.....	10	New shift system.....	13
Injury On-Duty.....	9	Nondiscrimination.....	2
Inoculation	12	Off-duty injury	23
Insurance	36	Other inoculations.....	12
Insurance Committee	36	Overtime	13
Internal investigation	20	Payments of Benefits	28
Investigation.....	20	Payroll Deductions.....	3
January 1, 2010 rates of pay	28	Personal leave day.....	8
January 1, 2011 rates of pay	29	Personal leave days	8, 9
January 1, 2012 rates of pay	29	Personal protective clothing.....	21
Just cause	20	Personnel protective equipment clothing	
Labor Management	37	21
Labor Management Committee	17, 27	Personnel Records.....	4

Physical fitness assessment.....	12	Strike-off process	16
Positive Test Results	31	Striking names	16
Preamble	2	Subject to inspection	31
Pre-disciplinary conference	19, 20	Suspension	18, 19, 20
Premiums and deductibles	36	Suspension without pay	18
Probation Periods	30	TB testing.....	12
Probationary period.....	20, 30	Test Results.....	34
Professional growth and development	25	Testing laboratory	33
Professional Liability Insurance	36	Time limits	17
Professional license.....	26	Tour of duty	13
Promoted.....	30	Toxin.....	12
Promotional probationary period	30	Training and Education.....	25
Random testing	32, 34	Training requests.....	25
Reasonable suspicion	32	Transfer of sick leave.....	8
Reasonable Suspicion	31	Tuition.....	26
Recall	4	Tuition assistance.....	25
Recall Notification	4	Tuition reimbursement.....	25
Recognition	2	Under the influence of drugs, narcotics, or alcohol	32
Recorded by	20	Uniform.....	21
Records of oral warnings and written reprimands.....	6	Union activity.....	27
Reduction in classification.....	19, 20	Union Dues	3
Reduction in classification.....	18	Union representation.....	17
Rehabilitation or detoxification	34, 35	Union representative	18
Rehabilitation or detoxification program	34	Unpaid leave of absence	24
Remove apparatus from service if	11	Unused sick leave	28
Replacement shoes/boots	21	Upholds the grievance.....	16
Residency.....	35	Urinalysis	31
Resolve disputes.....	16	Urine	33
Re-testing after return to work	34	Urine sample	31
Retirement.....	35	Urine specimen	31
Right to obtain copies	5	Use of alcohol	31
Safety and Health.....	11	Vacation	23
Safety apparel and equipment.....	12	Vacation	22
Salary Adjustment.....	30	Vacation accrual.....	22
Seniority	23	Vacation credit	22, 28
Seniority	4	Vacation leave.....	22, 23
Serious infectious disease	12	Vacation leave that is not used.....	23
Service credit	22	Vacation list	23
Severability Clause	28	Vacation may be taken.....	23
Shoes	21	Vacation requests	23
Sick Leave.....	7	Vacation season	23
Sick Leave Conversion	28	Vacation time	23
Standard work day	13	Verbal warning.....	18
Step in the grievance procedure	14	Verbal warnings	19
		Violation of a term of this agreement .	14

Voluntarily resigns	28	Witnesses	15, 19, 20
Voting	26	Work related illness	9
Voting Procedure	26	Work Related Legal Appearance	26
Wages.....	28	Written grievance.....	14
Waive a pre-disciplinary conference ..	19	Written reprimand.....	18
Withdraw its request to arbitrate.....	16	Written reprimands	19