

Administration Offices:
6303 Harrison Avenue
Cincinnati, Ohio 45247-7818

(513) 574-4848
Fax: (513) 574-6260
E-mail: admin@greentwp.org
Website: www.greentwp.org



Board of Trustees:
David Linnenberg
Tony Upton
Tracy Winkler

Fiscal Officer:
Tom Straus

11/23/11
11-CON-03-1005
1005-03
K28019



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GREEN TOWNSHIP, HAMILTON COUNTY, OHIO

AND

**GREEN TOWNSHIP PROFESSIONAL FIREFIGHTERS UNION
LOCAL 2927 I.A.F.F.**

EFFECTIVE DATE: January 1, 2012

TERMINATION DATE: December 31, 2014

TABLE OF CONTENTS

PREAMBLE	
ARTICLE I.	RECOGNITION.....	P. 1
ARTICLE II.	BINDING AGREEMENT.....	P. 1
ARTICLE III.	UNION SECURITY.....	P. 1
ARTICLE IV.	NON-DISCRIMINATION.....	P. 2
ARTICLE V.	MANAGEMENT RIGHTS.....	P. 2
ARTICLE VI.	REPRESENTATIVES.....	P. 3
ARTICLE VII.	WORK HOURS AND OVERTIME.....	P. 4
ARTICLE VIII.	GRIEVANCE PROCEDURE.....	P. 8
ARTICLE IX.	PROBATIONARY PERIODS.....	P. 11
ARTICLE X.	HOLIDAYS.....	P. 11
ARTICLE XI.	SICK LEAVE.....	P. 13
ARTICLE XII.	VACATION.....	P. 15
ARTICLE XIII.	LEAVES OF ABSENCE.....	P. 16
ARTICLE XIV.	OFFICER PROMOTIONS.....	P. 20
ARTICLE XV.	POSITIONS OF FIRE MARSHAL AND 40 HOUR DISTRICT CHIEF.....	P. 20
ARTICLE XVI.	SALARIES, WAGES AND COMPENSATION.....	P. 22
ARTICLE XVII.	MEDICAL INSURANCE.....	P. 23
ARTICLE XVIII.	SENIORITY AND LAYOFF.....	P. 24
ARTICLE XIX.	ALLOWANCES.....	P. 25

ARTICLE XX.	CLOTHING ALLOWANCE.....	P. 26
ARTICLE XXI.	ATTENDANCE INCENTIVE BONUS.....	P. 26
ARTICLE XXII.	PROFESSIONAL LIABILITY INSURANCE.....	P. 27
ARTICLE XXIII.	DONATED TIME.....	P. 27
ARTICLE XXIV.	DISABILITY INSURANCE.....	P. 28
ARTICLE XXV.	PERSONNEL FILES.....	P. 28
ARTICLE XXVI.	DISCIPLINE/DISCHARGE & APPEAL.....	P. 29
ARTICLE XXVII.	PARAMEDIC CERTIFICATION.....	P. 30
ARTICLE XXVIII.	DRUG-FREE WORKPLACE PROGRAM.....	P. 31
ARTICLE XXIX.	HEALTH AND WELLNESS PROGRAM.....	P. 40
ARTICLE XXX.	NO STRIKES.....	P. 41
ARTICLE XXXI.	INTEGRITY OF AGREEMENT.....	P. 42
ARTICLE XXXII.	SAVINGS CLAUSE.....	P. 42
ARTICLE XXXIII.	MODIFICATION OF STANDARD WORK DAY.....	P. 42
ARTICLE XXXIV.	EXPIRATION.....	P. 44
APPENDIX A	WAGES.....	
APPENDIX B	SENIORITY.....	

PREAMBLE

This Agreement made and entered into this 11th day of July, 2011, by and between the Township of Green, hereinafter referred to as "Township", and the Green Township Professional Fire Fighters Union Local 2927 I.A.F.F., hereinafter referred to as the "Union".

ARTICLE I. RECOGNITION

The Township hereby recognizes the Union as the sole and exclusive representative and collective bargaining agent during the entire term of this Agreement with respect to wages, hours, terms and other conditions of employment for uniformed employees District Chief and below within the Green Township Department of Fire & EMS.

For the purposes of this Agreement, the term "employee shall mean all full-time fire fighters, Lieutenants, Fire Marshals, Captains, and District Chiefs, who are below the rank of Assistant Chief.

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

ARTICLE II. BINDING AGREEMENT

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

ARTICLE III. UNION SECURITY

Upon the written authorization of the employee, The Township agrees to deduct each bi-weekly pay period from the wages of each employee, the sum certified as Union Dues, and deliver the sum to the Union Secretary-Treasurer. Such authorization must be forwarded to the township fiscal officer within thirty (30) days prior to the effective date. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that pay period. Payroll deductions will not be implemented or modified without a written authorization.

Employees in the unit who are not members of the Union shall have sixty (60) days following the date of hire to pay to the Union a fair share fee. This arrangement does not require any employee to become a member of the Union nor shall fair share fees exceed dues paid by members of the Union who are in the same bargaining unit. The deduction of a fair share fee by the public employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Upon the written authorization of the employee, the Township also agrees to deduct each bi-weekly pay period from the wages of each employee, the sum designated by each employee as a contribution to a qualified fire-related political action committee (PAC).

ARTICLE IV. NON-DISCRIMINATION

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

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

ARTICLE V. MANAGEMENT RIGHTS

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

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.
- B. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; to determine the amount of supervision necessary, work schedules and the method of process by which work is performed.
- C. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classification.
- D. The right to determine an existence or non-existence of facts which are the basis of the management decisions; establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Green Township and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number,

locations and relocations and types of its employees or to discontinue any performance of service by employees of Green Township; determine the number of hours per day or week any operation of the Fire Department which may be carried on; select and determine the number and types of employees required; assign such work to such employees in accordance with the requirements determined by management authorities; establish training programs and upgrading requirements for employees within the Department; establish and change work schedules and assignments; transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty; continue, alter, make and enforce reasonable rules for the maintenance of discipline; suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Fire Department of Green Township, Hamilton County, Ohio, subject to the terms of this Agreement.

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

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

ARTICLE VI. REPRESENTATIVES

The Township recognizes the right of the Union covered by this Agreement to elect as many as six (6) representatives from the bargaining unit. The authority of the representatives so elected by the members shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with a represented employee's superior officer in accordance with the provisions of this Agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the member, provided such messages and information:

1. Have been reduced to writing; or
 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to perform services, or any other interference with the Township's business.
- C. The right to assist the members in disciplinary matters and workers compensation claims.

The representatives have no authority to take, encourage or tolerate strike action or any other action prohibited under this Agreement interrupting the Employer's business. The representatives shall be permitted reasonable time to investigate, present and process formal grievances and assist members in disciplinary matters and workers compensation claims on the Employer's property without the loss of pay during their regular working hours, provided in each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the representatives and the Fire Chief. At any one time no more than three (3) representatives should participate in formal grievances or other bargaining unit business, except in contract negotiations.

In the interest of sound Labor-Management relations, a joint committee shall be formed from Management and from the Union. This committee shall meet at mutually agreeable times and at least two (2) times each calendar year of this agreement for the purpose of discussing subjects of concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

ARTICLE VII. WORK HOURS AND OVERTIME

The authority to establish work schedules, standard work periods and standard work days shall be vested in the Fire Chief, subject to the approval of the Township Administrator. The Fire Chief may at his discretion delegate this authority to supervisory personnel within the employ of the Township; however, the final determination on whether the overtime is approved will be decided by the Fire Chief or his designee.

For purposes of this Agreement, a standard work day or tour of duty shall be defined as a twenty four (24) hour period beginning with the starting time of the employee. A work period of twenty-eight (28) days is herewith adopted pursuant to Section 207 (k) of the Fair Labor Standards Act.

The normal work schedule shall be twenty four hours continuous standard work day or tour of duty followed by forty eight hours of continuous off time, except for the Compensatory Time Off policy adopted herein.

Overtime compensation shall accrue to any employee who works in excess of the standard work day. With respect to each employee's normal work schedule of 24 hours on and 48 hours off, the Compensatory Time Off policy for "FLSA Overtime" shall accrue to any employee who works in excess of two hundred twelve (212) hours in any twenty-eight (28) day work period. Any such overtime accrued must have the prior approval of the Fire Chief or the employee to whom the Fire Chief has delegated scheduling authority.

Pursuant to 29 CFR, 553.23, the parties agree that a Compensatory Time Off policy for "FLSA overtime" is adopted in lieu of overtime payments in cash for normally scheduled tours. This policy is established to address the maximum of 212 hours to be worked in a 28 day work period. It is the objective of the parties that each employee will work an average of 52 hours per week, which equates to 212 hours in a 28 day work period. Because the number of tours of duty in each 28 day work period will vary, employees will often actually work in excess of 212 hours in a work period. To address this situation, each employee shall be entitled to compensatory time off every six weeks. This compensatory time off shall be in the form of a 24 hour period and, for purposes of convenience only, shall be called an Earned Day Off (EDO).

Use of the EDO shall be restricted to certain hours of work only. Each employee shall be entitled, however, to an EDO on a regularly scheduled work day every six weeks. Selection of EDO's shall be provided for in a policy adopted by the Fire Chief, terms of which shall not be subject to the grievance procedure. The policy may restrict scheduling of an EDO to specific days of the week, but will provide that selection of EDO's for designated days shall be awarded according to strict seniority, using the seniority list set out in Appendix B of this Agreement. In the event there is a revision in the EDO schedule, any employee affected by the revision will have his EDO time adjusted so as not to lose the overall benefit of one day off every six weeks. There shall be no hours credited toward the standard 212 hours/28 day work cycle earned by the employee on the EDO.

Notwithstanding the foregoing, any employee who returns from medical leave of four weeks or longer shall not be eligible for the EDO next occurring in his rotation. However, this restriction on taking the next scheduled EDO after returning from medical leave shall not prevent the employee from scheduling a vacation day to replace the next scheduled EDO.

Each employee is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in Appendix A. The parties recognize that hours of work under the normal tours of duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the employee is called upon to work in a two week period. The fixed salary is compensation for the normally

scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time method of calculating overtime compensation, for each 28 day work period, in accordance with 29 CFR 778.114, shall be used and paid to each employee through the Compensatory Time Off policy described above.

The Fire Chief reserves the right to hire an additional full time employee whose shift of 24 hours on and 48 off with an EDO every two (2) twenty-eight (28) day work periods will not be the same as other employees. This individual may be rotated in his schedule in order to address the scheduling needs dictated by the EDO policy.

To maintain such station manning levels as determined by the township to be adequate, the Fire Chief may require employees to work overtime. Each employee shall work overtime in excess of the normal work day as the Fire Chief shall determine.

Any employee recalled to regular fire service and paramedic duty after time disconnected from his normal and pre-scheduled hours of work shall receive at least three (3) hours pay at one and one-half (1-1/2) times the employee's normal hourly rate as set out in Appendix A herein for such call-in. If an employee is required to work for more than three (3) hours during such call-in period, the employee shall be compensated at one and one-half (1-1/2) times the employee's normal hourly rate as set out in Appendix A herein for all time worked. Any employee who reports for a meeting scheduled by the Chief on an off day or for other meetings occasionally scheduled for alternate duties on an off day shall be compensated at 1 ½ times the employee's normal hourly rate as set out in Appendix A herein for all time work. Such additional services provided on an off day shall not be subject to the three hours minimum overtime pay.

Whenever an employee is required to appear on off-duty time before any official court, or before the Prosecutor in pretrial conference, on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at one and one-half (1-1/2) times the employee's normal hourly rate as set out in Appendix A herein for such appearances. If an employee appears before a court or at a pretrial conference for more than three (3) hours during any given off-duty day, such excess time shall be compensated at one and one-half (1-1/2) times the employee's normal hourly rate of pay as set out in Appendix A herein for all time spent in such appearance or appearances.

Any employee may substitute, during scheduled hours, for another employee, if such a substitution is voluntarily undertaken and agreed to solely by the employees, and subject to the prior approval of the Fire Chief or his designee. The hours worked by the substituting employee shall be excluded from any overtime calculation under the Fair Labor Standards Act.

For purposes of this contract, there shall be two types of overtime, which shall be called "FLSA Overtime" and "Non-FLSA Overtime". "FLSA Overtime" is defined herein as hours worked on the standard work days that exceed 212 in a 28 day work period. "FLSA Overtime"

is paid to each employee through the Compensatory Time Off policy adopted herein. "Non-FLSA Overtime" is defined herein as any other overtime to which an employee is entitled under this contract. "Non-FLSA Overtime" shall include, but is not necessarily limited to, the following:

- A. Work required beyond employee's normal work day;
- B. Court appearances during normal off time;
- C. Mandatory re-call to duty; and
- D. Required Fire Department meetings during normal off time.

Any "Non-FLSA Overtime" accrued shall be compensated in either pay or compensatory time off at the discretion of the Employee, subject to the maximum accrual amount set out below. "Non-FLSA Overtime" pay shall be at the rate of one and one-half (1-1/2) times the hourly rate of the employee set out in Appendix A, and paid at the next pay cycle. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Any employee requesting to use this compensatory time off shall be permitted to do so within a reasonable period after making such request, provided such use does not unduly disrupt the operations of the Fire Department. Any refusal by the Fire Chief or his designee to allow an employee compensatory time off shall be done in good faith with the anticipation that such time off shall impose an unreasonable burden on the Fire Department's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services.

Each employee shall be permitted to accrue no more than ninety-nine (99) hours of compensatory time earned as a result of "Non-FLSA Overtime". This compensatory time entitlement shall be maintained in a separate bank from compensatory time earned under the Compensatory Time Off policy previously set out herein. Furthermore, such compensatory time accrued in this separate bank shall be used by the employee as compensatory time, and the employee shall not be entitled to convert the same to cash, except in the event of resignation, retirement or other termination from the department. The Township may, at its option, buy each employee's compensatory time back to twenty-seven (27) hours at the end of each calendar year.

Attendance outside of regular working hours at specialized or follow-up training required by law for certification of employees herein or at voluntary non-required courses shall be compensated at the employee's normal hourly rate as set out in Appendix A. The hours spent on such training shall be excluded from any overtime calculation under the Fair Labor Standards Act. An employee participating in such training outside of regular working hours may elect to receive compensatory time instead of payment at the employee's normal hourly rate, subject to the maximum accrual of compensatory time as set out herein. No employee who fails to attend such a voluntary course shall be subject to any discipline by the Department.

Attendance outside of regular working hours at a training course declared by the Fire Chief to be mandatory shall be compensated at one and one-half times the employee's normal hourly rate as set out in Appendix A. An employee participating in such training outside of regular working hours may elect to receive compensatory time instead of payment at time and a half, subject to the maximum accrual of compensatory time as set out herein.

ARTICLE VIII. GRIEVANCE PROCEDURE

- A. Purpose: The grievance procedure is a method by which an employee can express a grievance as defined in this Agreement, without fear of reprisal, and obtain a fair hearing at each level, with disposition of the grievance at the lowest level possible.
- B. Definition of Grievance: A grievance is an allegation by an employee, group of employees, or the Union that the written provisions of this Agreement have been violated. The grievance procedure will apply to certain disciplinary action as specified in Article XXVI of this Agreement.
- C. Employee Rights: In all grievance proceedings, the employee may represent himself or may be represented only by the representatives of the Union, who shall be deemed his representatives.
- D. Job Action: Should any grievance arise, there shall be no suspension of work, slow down or any other job action, and the question shall be disposed of in the manner set forth in this Article.
- E. Expedited Process: Every effort shall be made to expedite the grievance process. Failure of the employee or his representatives to adhere to the time limits in appealing a decision shall result in the resolution which was obtained at the prior step. A failure on the part of the Assistant Fire Chief, the Fire Chief or Township Administrator to adhere to time limits shall move the grievance to the next step. The time limits may, however, be extended by the express written consent of the parties involved.
- F. Grievance Form: All written grievances shall be submitted only on a Township approved grievance form and shall include the following information:
 - 1. A statement of the grievance and the facts involved.
 - 2. The article and section of the Agreement allegedly violated.

3. The remedy requested.
4. The signature of the employee and/or his representatives, and the employee shall be bound by the acts of his representatives.

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

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

Step 2 If the grievance is not resolved in Step 1, the employee or his representatives, may submit the grievance in writing to the Fire Chief within five (5) calendar days from the response to the grievance from said Assistant Fire Chief. Upon receipt of a written grievance, timely filed, the Fire Chief shall arrange a hearing within five (5) calendar days. Said hearing shall include the aggrieved employee and/or Union member representatives, the Assistant Fire Chief, and other parties necessary for full and complete determination of the grievance. The Fire Chief shall preside over the hearing, hear the entire case and obtain all of the facts. The Fire Chief shall then render a written decision within five (5) calendar days from the completion of the hearing.

Step 3 If the grievance is not resolved in Step 2, the employee or his representatives, may, within ten (10) calendar days from the receipt of the response of the Fire Chief to the grievance, appeal the grievance by filing written notice with the Township Administrator requesting a hearing. The Township Administrator shall schedule a hearing within ten (10) calendar days of his receipt of the notice of appeal. No facts shall be presented at this step which were not offered at Step 2. The Township Administrator shall render his decision within ten (10) calendar days of the hearing, with copies sent to all parties concerned.

Step 4 If the grievance is not resolved in Step 3, the employee, or his representatives, within ten (10) calendar days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice

with the Green Township Trustees requesting a hearing. The grievance shall be heard by the Board of Trustees in Executive Session, within thirty (30) calendar days after receipt of the notice of appeal. No facts may be presented at this step which were not presented at Step 2. The Board of Green Township Trustees shall render a written decision within fifteen (15) calendar days after the hearing.

Step 5 Except as otherwise provided herein, if the grievance is not resolved at Step 4, the employee, or his representatives, within fourteen (14) calendar days from the receipt of the decision of the Board of Green Township Trustees to the grievance, may appeal the grievance by filing written notice with the Green Township Clerk requesting binding arbitration. No facts may be presented at this step which were not presented at Step 2. The Green Township Fiscal Officer shall schedule a meeting, to be held within thirty (30) calendar days after notification of a request to arbitrate, to begin the selection procedures outlined below. The employee may withdraw his request 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 parties shall select an arbitrator. The arbitrator shall be selected from the Federal Mediation and Conciliations Service (FMCS). The FMCS shall be jointly requested to submit a panel list of nine (9) arbitrators. Beginning with the employee, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the remaining name and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific Article of this Agreement. He may not add to, subtract from, alter, change, modify or amend this Agreement.

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

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

The costs of the services of the arbitrator, the costs of the production of any evidence requested by the arbitrator, the fee of the arbitrator and any other expenses connected with the arbitration shall be borne equally by the employee and the Township. The expenses of any non-employee witness shall be borne by the party calling said witness. The fees of a court reporter

shall be paid by the party asking for the same, or divided equally by the employee and the Township if both parties desire a reporter or request a copy of any transcripts.

Neither the employee nor any witness employed by the Township shall lose pay as a result of attendance at any of the steps of the grievance procedure; however, the parties hereto do hereby stipulate that attendance at any grievance proceeding by employees off duty shall not be deemed hours worked and shall therefore not be included in the calculation of any overtime or compensatory time.

ARTICLE IX. PROBATIONARY PERIODS

Each new and each promoted employee shall be required to serve a probationary period of twelve (12) months. A probationary employee whose service has been determined by the Fire Chief to be unsatisfactory shall have his employment terminated by the Board of Trustees on or before the completion of his probationary period, with the exception of an employee who has been promoted to the position of Lieutenant, Fire Marshal, Captain, or District Chief. In the event the Fire Chief deems a Lieutenant's, Fire Marshal's, Captain's, or District Chief's service to be unsatisfactory during the probationary period, the Lieutenant, Fire Marshal, Captain, or District Chief shall be reduced in rank and salary to his former duty position. In the event said termination or demotion is within the first six (6) months of the probationary period, neither the Fire Chief nor the Board of Trustees shall be required to furnish to the employee or the Union reasons for the Fire Chief's determination that the performance of a probationary employee is unsatisfactory. In the event said determination is after the first six (6) months of employment, the Fire Chief shall, at the written request of the employee, be required to notify the employee of the reason for such termination or demotion. The form of notification shall be verbal or in writing as requested by the employee. The determination by the Fire Chief and the Board of Trustees to terminate or demote an employee during his probationary period shall not be grievable or appealable. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

ARTICLE X. HOLIDAYS

The following shall constitute legal holidays for all full-time employees:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day

- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Columbus Day
- H. Veterans Day
- I. Thanksgiving Day
- J. Christmas Day

For the purposes of this Article only, holidays shall be divided into two (2) groups. Group One holidays shall consist of New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Group Two holidays shall consist of Martin Luther King Day, Presidents Day, Columbus Day and Veterans Day.

Except as otherwise provided herein, an employee regularly scheduled to work on a Group One holiday shall not be permitted to take vacation or compensatory time off on said holidays; except, an employee may trade time off on Group One holidays as provided in Article VII, herein. With the prior approval of the Fire Chief or his designee, an employee may schedule vacation or compensatory time off for Group Two holidays.

Each employee shall receive a lump sum payment equivalent to wages for six (6) tours of duty. Such payment shall be made in the first pay period of December in each year of this Agreement, and shall be based on 144 hours at the hourly rate set out in Appendix A.

Illness occurring on a Group One holiday is counted as sick leave and the amount of pay for the sick leave hours taken shall be deducted from the holiday lump sum payment. Sick leave hours taken for illness occurring on a Group Two holiday shall not be charged against the holiday lump sum payment.

Other holidays of a religious nature may be allowed, without pay, at the discretion of the Township Administrator upon advance request of the individual employee. Reasonable effort shall be made to accommodate such requests.

Holidays occurring during a formal unpaid leave of absence are without pay.

ARTICLE XI. SICK LEAVE

All full-time employees are allowed paid sick leave from their duties based on the following provisions:

- A. Employees shall accrue 5.77 hours of sick leave per pay period (bi-weekly).
- B. Unlimited accumulation of sick leave.
- C. Sick leave may only be used for absences due to an employee's personal illness or injury, subject to exceptions set out herein.
- D. Any sick days used by the employee will be deducted from his account, and a new balance will be calculated.
- E. Sick leave does not accumulate while the employee is on suspension or any unpaid leave of absence in excess of one (1) month.
- F. Unused sick leave shall not be paid on termination for any reason, except as provided in Paragraphs G, hereafter.
- G. Any full-time employee who accumulates sick leave pursuant to this provision and pursuant to the provisions of the Ohio Revised Code, who retires from the Fire Department and applies for retirement benefits from the Ohio Police and Fire Pension Fund, shall receive a sum equal to thirty percent (30%) of his accumulated sick leave to a maximum of seven hundred twenty (720) hours.

Break in Service:

- A. Any employee who is re-employed by the Green Township Fire Department within one (1) year (including those who re-enter by new examination) shall be credited with any accumulated sick leave balance remaining at the end of his previous service, provided he has not used such sick leave in the employ of another public agency of the State of Ohio or a political subdivision thereof, or has not been reimbursed under an approved severance or retirement plan.
- B. No credit is given if the employee has been out of service more than one (1) year, except because of military leave.

Types of Sick Leave: The following are types of sick leave available to employees:

- A. SWP (Sick with Pay): SWP shall be granted when an employee is physically unable to work due to illness, pregnancy related disabilities, off-duty injury or official quarantine.

Sickness or injury caused by outside employment cannot be charged to SWP. Routine medical and dental appointments cannot be charged to SWP. The Fire Chief has the responsibility of determining if an appointment is routine or otherwise. No SWP is paid for convalescence outside of Hamilton County without written approval of the Township Administrator.

- B. SWP-F (Sick with Pay-Family): Usage of leave for illness in the family varies according to the composition of the immediate family (spouse, parent, parent-in-law, child, sibling or member of the immediate household), and the seriousness of the case. Sick with Pay-Family shall be granted for the following reasons:

1. Official quarantine, for the duration of the quarantine.
2. To care for and make arrangements for a sick member of the immediate family - up to one (1) tour of duty.
3. Serious accident, major or minor surgery, critical or sudden illness involving a member of the immediate family - up to one (1) tour of duty; however, additional leave may be granted by the Fire Chief.
4. For Childbirth - up to two (2) tours of duty.

- C. SWP-M (Sick with Pay-Maternity): SWP-M shall be granted for the period during which the employee is physically unable to work due to pregnancy, childbirth, miscarriage, a related medical procedure or recovery therefrom.

The duration of the leave is determined on an individual basis by the treating physician. The employee must notify her supervisor approximately two (2) weeks in advance of her expected date of departure. Employees experiencing unexpected emergencies will not be penalized for failure to give proper notification.

- D. Funeral Leave: Length of leave depends on the following:

1. Death in the immediate family: (spouse, parent, parent-in-law, child, grandparent, legal guardian or member of the immediate household) two (2) tours near the death or burial.
2. Death of a sibling or any other relative - one (1) tour.
3. Additional time off for funeral leave may be given at the discretion of the Fire Chief. The Fire Chief's decision on said additional time is not subject to appeal under the grievance procedures set out herein.

Use and Control of Sick Leave:

SWP and SWP-F should not be authorized unless the employee has properly reported and fully justified his absence to the satisfaction of the Fire Chief.

Doctor's Verification: The employee's entire record will determine how much proof is required. Employees with excellent records may not need to prove illness, while employees with poor records may be required to have a doctor's statement for each absence. Generally, any employee with four (4) or more separate absences during the past twelve (12) months may be asked to submit a doctor's verification.

In lieu of granting sick leave, the Fire Chief may assign the employee to light duty work with the approval of, and within the limitations set by, the employee's treating physician. The wages, hours and other terms and conditions of the light duty assignment shall be negotiated with the employee and with the Union representatives on a case by case basis.

ARTICLE XII. VACATION

A. All regular full-time employees shall accumulate hourly vacation time on the basis of each bi-weekly pay period according to the following schedules:

Vacation: Increases in vacation based on seniority begin at the start of the anniversary pay period.

KEY:

Column A - Vacation hours earned per pay period.

Column B - Tours of leave that should be taken each year.

Column C - Maximum allowable balance of accrued vacation hours.

<u>SENIORITY</u>	<u>A</u>	<u>B</u>	<u>C</u>
Less than 4 Years	4.6 Hours	5	250 Hours
4 Yrs - 9th Anniversary	6.5 Hours	7	350 Hours
9 Yrs - 14th Anniversary	8.3 Hours	9	460 Hours
14 Yrs and up	10.2Hours	11	560 Hours

Any accrued or carried over vacation will be paid to employees upon termination within the limits previously stated.

Vacation must be scheduled and have the approval of the Fire Chief.

B. An illness of an employee while on vacation or while on an EDO day will not change the vacation or EDO selection. The employee will be charged with vacation days and not sick days. The only exception is if the employee is hospitalized in which case the vacation days will be changed to sick days and the unused vacation days will be postponed.

C. Employee Responsibility: Employee must fill out a Request and Authorization for Leave prior to vacation. This form is to be filed far enough in advance to allow employee scheduling. Specific department procedures will be established by the Fire Chief.

D. Scheduling of vacation days shall be based on strict seniority, using the seniority list set out in Appendix B of this Agreement.

E. Each employee shall be entitled to convert to cash up to forty (40) hours accrued vacation time annually, provided that after converting to cash, the employee retains a minimum bank of one hundred (100) hours of vacation time. Any such election to convert vacation time shall be exercised between June 1 and June 15 or between December 1 and December 15.

ARTICLE XIII. LEAVES OF ABSENCE

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

1. Leave of absence is always without pay for any leave other than Occupational Injury Leave with Pay, and other than the provisions for adjusting loss in pay for those employees attending Annual Training under Military Leave.

2. Leave of absence may only be granted to regular full-time employees who have successfully completed their probationary period of twelve (12) months, except for Occupational Injury Leave With Pay and Military Leave.
3. The request for a leave of absence must be in writing from the employee outlining the reasons.
4. On any approved leave of absence in excess of one (1) month, other than Occupational Injury Leave with Pay, the employee shall pay the total premium cost for his medical insurance for the duration of the leave. This cost is to be paid in advance of the leave or the coverage will be terminated.
5. Failure to return from a leave of absence at the specified date will be considered as a resignation.
6. All approved leaves of absence shall be confirmed in writing to the employee by the Township Administrator with a copy to the employee's file.
7. Vacation and sick leave do not accrue on a leave of absence in excess of one (1) month, except for employees on Occupational Injury Leave with Pay. Any sick days accumulated prior to the leave but not taken can be reinstated immediately upon return.
8. Re-employment, if applicable, should be part of the conditions of the leave of absence. If not, the employee is subject to the availability of employment at the time of his requested return. Employees returning from military service are subject to the Veterans Re-employment Rights.
9. Under no circumstances will a leave of absence extend beyond one (1) year, except as otherwise provided herein.

B. Types of leave of absence:

1. Military: Serving one's country.

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

A regular full-time employee of the Township who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or member of other reserve components of armed forces of the United States is entitled to a military leave of absence from his duties. When an employee is ordered to annual training, the Township will make up in pay any loss in salary which the employee suffers. The Township pay shall be based upon the employee's regular Township pay rate. The total pay from the military and the Township for the period shall not exceed the employee's regular pay rate in effect at the time the employee leaves the military duty. Such period or periods for which the Township pay is received shall not exceed thirty-one (31) days in any one calendar year. Annual training is defined as that period of time when the soldier's unit conducts continuous collective training, generally for a fourteen day period. Annual training is often called summer camp. Annual training shall not include regular weekend IDT drill or additional active duty for training time.

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

2. Occupational Injury Leave With Pay:

In the event of an occupational injury or an occupational illness recognized by the Ohio Bureau of Workers' Compensation, sustained in the course of and arising out of employment with Green Township, which illness or injury is not the result of the employee's "horse-play," recklessness, or self-infliction, and not sustained with an off-duty employer, the Township may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave With Pay for a period not to exceed ninety (90) work days.

The authorization of an Occupational Injury Leave is a matter of administrative discretion, and the Township will decide in each individual case if such leave is to be granted. The granting of an Occupational Injury Leave shall not be unreasonably denied. The Township, at its sole discretion, may extend an Occupational Injury Leave. The Township's failure to extend a leave shall not be subject to the grievance procedure.

Illnesses considered common or routine among the general public (e.g. cold, flu, chicken pox, etc.) shall not entitle an employee to Occupational Injury Leave.

Unusual and serious illnesses (e.g. hepatitis, tuberculosis, etc.) and "stress-related" psychological and physical conditions and illnesses (e.g. neuroses, psychoses, depression, hypertension, stroke, heart disease, etc.) may entitle an employee to Occupational Injury Leave only if incurred in accordance with the conditions set forth in the preceding paragraphs.

An employee applying for Occupational Injury Leave hereunder, shall authorize the release to the Township of all medical information pertinent to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility, if so requested by the Fire Chief or his designee. The employee shall also agree to be examined by a licensed medical practitioner selected and paid for by the Township.

Any employee claiming an occupational illness or injury shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon approval of the claim by the Ohio Bureau of Worker's Compensation, an Occupational Injury Leave granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Township all Temporary Total Disability benefits paid by the Ohio Bureau of Workers' Compensation for the period during which the employee received full pay from the Township while on Occupational Injury Leave. In the event the claim is denied by the Ohio Bureau of Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Township for Occupational Injury Leave.

In the Township's sole discretion, the Township may assign an employee on Occupational Injury Leave to light duty, upon approval of and within the limitations set by the employee's treating physician.

3. Occupational Injury Leave Without Pay:

Occupational Injury Leave Without Pay status occurs when an employee has exhausted all Occupational Injury Leave With Pay and has exhausted all accumulated Sick With Pay Time. At that point, the employee will no longer receive pay or compensation. The determination of eligibility for commencement and termination of Occupational Injury Leave Without Pay shall be made by the Township Administrator subject to review by the Green Township Board of Trustees upon written request by the employee within ten (10) days of any such determination. The employee shall be required as a condition of his eligibility for Occupational Injury Leave Without Pay status to furnish the Township

Administrator information as required by him necessary to make this determination. An employee may be carried under Occupational Injury Leave Without Pay for a period of eighteen (18) months.

4. Disability Leave:

An employee who has exhausted sick leave and is disabled and cannot work, as a result of injury or illness which is not job related shall be granted disability leave without pay for a period not to exceed one (1) calendar year from the date the employee's sick leave was exhausted.

5. Personal Leave:

An employee may request a leave of absence for personal reasons. The decision on approval of any personal leave request will be within the sole discretion of the Fire Chief with the approval of the Township Administrator. The decision on approval or denial of a request for personal leave is not subject to appeal under the grievance procedures set out herein. Any personal leave shall be without pay or benefits.

ARTICLE XIV. OFFICER PROMOTIONS

Decisions on qualifications, testing and selection for the positions of Fire Lieutenant, Fire Marshal, Captain, and District Chief shall be within the sole discretion of the Fire Chief and the Township. The Employer shall notify the Union in advance of the weight to be given each portion of the promotion exercise.

During the first year's service as a Lieutenant, Fire Marshal, Captain, or a District Chief, the employee will be considered a probationary employee, and subject to the provisions of Article IX of the collective bargaining agreement.

ARTICLE XV.

POSITIONS OF FIRE MARSHAL AND EMS DISTRICT CHIEF

A. The Fire Marshal and EMS District Chief will work a forty hour work week, for a total of 2080 hours per year. The Fire Marshal and EMS District Chief will not be entitled to an Earned Day Off (EDO) as provided for other fire fighters covered under the Collective Bargaining Agreement. The Fire Marshal and EMS District Chief will be entitled to overtime

for any hours worked in excess of eighty hours in a fourteen day period. Any overtime must have the prior approval of the Fire Chief.

B. The salary for Fire Marshal shall be at a rate 5% higher than a top-step Lieutenant, as set out in Appendix A, with the hourly rate being adjusted to reflect the 40-hour work week and 2080 annual work hours.

C. The salary for EMS District Chief will be equivalent to the District Chiefs, with the hourly rate adjusted to reflect the 40-hour work week and 2080 annual hours.

D. The Fire Marshal will work on a flex-time schedule in order to permit scheduling of inspections at evening and/or weekend events. The normal work week will consist of five 8 hour work days or four 10 hour work days. Each month's work schedule will be submitted to the Fire Chief one week prior to the start of each month and be subject to the Fire Chief's approval.

E. The EMS District Chief will work five 8-hour work days Monday through Friday. Adjustments to this schedule are at the discretion of the Fire Chief.

F. Neither the Fire Marshal nor the EMS District Chief will work as a 24/48 Fire Officer, but this restriction does not preclude either from making emergency runs during his normal duty hours. Neither position will be in the full-time firefighter overtime rotation, but will be able to accrue overtime for meetings or special events related to their duties.

G. The Fire Marshal and EMS District Chief will have all of the other benefits as stipulated in this contract, subject to the following adjustments made as a result of a the 40-hour week work schedule:

Vacation Time. The following vacation schedule will apply:
1 year to 4 years of service – 3.08 hours per bi-weekly pay period
4 years to 9 years of service – 4.6 hours per bi-weekly pay period
9 years to 14 years of service – 6.15 hours per bi-weekly pay period
14 years of service and up – 7.69 hours per bi-weekly pay period

Sick Time. The Fire Marshal and EMS District Chief will earn 4.62 hours of sick leave per bi-weekly pay period.

Holidays. The Fire Marshal and EMS District Chief will be off with pay on all ten holidays recognized by township policy, specifically: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas

Day. The Fire Marshal and EMS District Chief will not be entitled to any holiday pay check issued other members of the Union at the end of the year.

F. The Fire Chief shall be entitled, but not obligated, to establish one additional officer position during the term of this agreement, and each person promoted into such a position shall be a part of the Fire Fighters Union Local 2927 I.A.F.F. The position would be a District Chief. This position would have a salary equivalent to the other District Chiefs. The position would employ an individual on a forty (40) hour per week schedule, rather than the twenty-four (24) hours on and forty-eight (48) hours off schedule that exists for the other District Chiefs covered under this agreement. The hours for the position will be flexible and totally within the discretion of the Chief and could be adjusted on a weekly basis. All other provisions provided for the Fire Marshal in this Article would apply to this position.

ARTICLE XVI. SALARIES, WAGES AND COMPENSATION

Effective January 1, 2012, all employees governed by this Agreement shall receive wages at the wage rates set forth in Appendix A hereof, which appendix sets out annual pay steps. Pay checks shall be issued every fourteen days. Each pay check shall be for an amount equal to the annual salary listed in Appendix A divided by twenty-six, regardless of how many regular tours of duty were performed during the pay cycle by the employee. In addition to the regular installment of annual salary provided for herein, each pay check will include pay for additional straight time or "Non-FLSA overtime" as provided for herein at an hourly rate set out in Appendix A.

Any employee serving as an Acting District Chief for a period of six hours or more during a tour of duty shall be entitled to additional compensation amounting to five percent (5%) of the employees hourly wage for the actual time that the employee serves as an Acting District Chief. It shall be totally within the discretion of the Fire Chief as to what individual shall be named to serve as an Acting District Chief. However, the individual must be a Lieutenant. Decisions by the Fire Chief as to who shall serve as an Acting District Chief shall not be subject to the grievance procedure. In the event that the Fire Chief or his designee gives at least twenty-four (24) hours notice to a Lieutenant that he shall be serving as an Acting District Chief, the Fire Chief can adjust the Lieutenant's schedule to correspond with the present schedule of hours maintained by each District Chief (currently 8:30 a.m. to 8:30 a.m. the following morning), which would result in less than forty-eight (48) hours of off time before the Lieutenant assumes his next following regular tour of duty.

At fire stations where Lieutenants are assigned and where the Fire Chief designates a need for an Acting Lieutenant in the absence of an assigned Lieutenant, an employee serving as an Acting Lieutenant for a period of six hours or more during a tour of duty shall be entitled to

additional compensation amounting to five percent (5%) of the employees hourly wage for the actual time that the employee serves as an Acting Lieutenant. It shall be totally within the discretion of the Fire Chief as to what individual shall be named to serve as an Acting Lieutenant. Decisions by the Fire Chief as to who shall serve as an Acting Lieutenant shall not be subject to the grievance procedure.

Beginning on the first day of the pay period in which an employee completes the required number of years of total service with the Employer (total service being defined as service as a full time Firefighter, Lieutenant, Fire Marshal, Captain or District Chief), he will receive an automatic adjustment in his rate of pay equal to and in accordance with the following:

Ten (10) years of service	One-Half percent (.5%) of his annual salary set out in Appendix A
Fifteen (15) years of service	Three-Quarters of a percent (.75%) of his annual salary set out in Appendix A
Twenty (20) years of service	One percent (1%) of his annual salary set out in Appendix A

The adjustment set out above shall not be cumulative; i.e., after an employee qualifies for the adjustment upon completion of ten years of service with the Employer, he shall receive the .5% adjustment during years eleven, twelve, thirteen, fourteen and fifteen of his service. After fifteen years of service the employee shall receive a .75% adjustment to the annual salary set out in Appendix A. After fifteen years the employee shall not receive both the ten year .5% adjustment and the fifteen year .75% adjustment, only the latter.

The amount of the adjustment will be added to the employee's rate of pay. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

All premium pay adjustments and longevity pay shall apply to regular and overtime hours worked.

ARTICLE XVII. MEDICAL INSURANCE

All permanent full-time employees are eligible to be covered by the Medical Program upon completion of thirty (30) days' employment. For the term of this Agreement, the Employer shall make available to such employees a Medical Program, to the extent possible, substantially equivalent to the plans in effect as of the date of this Agreement. The Medical Program currently provides, at the election of the employee, a health care plan, a dental care plan, a life insurance plan, and the Medical Reimbursement Programs currently in effect.

The parties hereto acknowledge that increasing premium costs and/or changes in the health insurance industry may cause the present plan to increase in cost to the Township to a degree that warrants the Board of Trustees to reexamine the Medical Program.

During this Agreement all employees electing to be included in the Medical Program shall contribute toward the premium an amount equal to fifteen (15%) percent of the cost to the Township of single and family coverage, depending on the coverage chosen by the employee. The amount equal to the percentage contribution by the employee will be adjusted annually as the cost to the Township is adjusted by the Medical Provider.

All payments required hereunder shall be made on a payroll deduction basis. Said deduction shall be made in equal installments in each biweekly pay period.

Each employee who is otherwise eligible to participate in the Medical Program shall be eligible to opt out of the Medical Program if the employee elects to do so, provided that the employee provides evidence to the Employer of other health insurance coverage. If an employee elects to opt out of the Medical Program he shall be entitled to an annual payment as follows:

Single coverage	\$1,500
Employee plus child	\$2,000
Employee plus spouse	\$2,500
Family coverage	\$3,000

Said payment shall be prorated over the course of the calendar year. In the event that an employee has chosen to opt out of the Medical Program, and subsequently loses coverage from his other plan, he shall be eligible to return to the Medical Program upon completion of enrollment documents with the Medical Program insurance providers. In the event that an employee has received a payment from the Employer for opting out of the Medical Program, and subsequently chooses to return to the Medical Program, any pro-rated payment made to the employee which is unearned because of the timing of the return to the Medical Program shall be returned to the Employer within thirty (30) days of the employee's return to the Medical Program either through direct payment or through payroll deduction.

ARTICLE XVIII. SENIORITY AND LAYOFF

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

Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within two (2) calendar years from the effective day of layoff;
- D. Is on Occupational Injury Leave Without Pay for more than eighteen (18) months, or Disability Leave for more than one (1) calendar year, pursuant to Article XIII of this Agreement;
- E. Is off the payroll for any reason whatsoever, except military service for one (1) calendar year.

The Township shall provide the Union an up-to-date seniority list of employees governed by this Agreement. This list shall be kept up-to-date and shall list each employee and his date of employment. In the event two (2) or more full-time employees have the same date of employment, the seniority of said employees shall be determined by overall length of service with the Green Township Department of Fire & EMS, so that for this limited purpose only, prior service as a part-time fire fighter with the Green Township Department of Fire & EMS shall count when determining length of service. This provision shall not affect the seniority status of any employees employed as of the date of this Agreement. The seniority list as of the date of this Agreement is as set out in Appendix B.

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

ARTICLE XIX. ALLOWANCES

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

B. Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Township Administrator, shall be paid for the employee, either by direct payment, by advancement or reimbursement. In the event such

conference, seminar or event is to be held outside of the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

C. In the event that an employee receives prior approval by the Fire Chief or the Board of Trustees to use his personal vehicle for the purpose of Township business, such employee will be paid at the rate established annually by the Internal Revenue Service.

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

ARTICLE XX. CLOTHING ALLOWANCE

New full-time fire fighters are issued five (5) sets of work clothing, two (2) pairs of safety shoes and one (1) jacket.

After one (1) year of service, full-time fire fighters shall be issued replacement shirts, pants and jackets on an as needed basis as reasonably determined by the Fire Chief or his designee.

In addition to the foregoing, each employee shall be paid a Three Hundred (\$300.00) Dollars per year clothing maintenance allowance during the first month of the Township fiscal year in each year of the contract. This allowance is to be used to purchase and maintain uniform requirements not replaced by the Township and to maintain a professional appearance according to departmental specifications.

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

ARTICLE XXI. ATTENDANCE INCENTIVE BONUS

In the event an employee does not miss any scheduled work for a one year period he shall be entitled to a bonus of \$200.00. Missing scheduled work because of use of vacation time or compensatory time, or if an employee is injured in the line of duty, or if an employee is away from work under the terms of the Family Medical Leave Act shall not disqualify an employee from the \$200.00 attendance incentive. If an employee uses sick leave or misses work due to a Township administered suspension for a disciplinary matter, then he would not be eligible for the attendance incentive. Any employee who receives an oral reprimand for tardiness under department policy shall be considered to have missed a day of scheduled work for purposes of the attendance incentive bonus.

If a work day is missed, then the 365 day cycle begins again, so that at all times an employee can be working toward the incentive bonus.

The Incentive Bonus will be paid within the next two pay periods after the employee reaches the one year anniversary.

ARTICLE XXII. PROFESSIONAL LIABILITY INSURANCE

Township employees and specifically employees of the Green Township Department of Fire & EMS, are covered through the insurance provisions of the Township's general liability policy, professional errors and omissions policy, emergency medical technicians policy, and the Township's umbrella policy. These coverages, to the extent possible, will be maintained at the 2002 level and any increase of cost for that level will be borne by the Township.

ARTICLE XXIII. DONATED TIME

All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

A. When it comes to the attention of the Fire Chief that an employee's sick time credit has been or is about to be exhausted, he shall investigate:

1. The character of the employees present ailment;
2. The prognosis of the employees physician.

B. If the Fire Chief approves a recommendation for an employee to be the recipient of donated compensatory time or vacation leave, a member of the bargaining unit wishing to voluntarily donate compensatory time or vacation leave for the benefit of such approved

recipient shall submit a request to his supervisor listing the name of the beneficiary with the number of hours to be donated.

C. In no event shall an employee donate compensatory time that would result in reducing the employee's accrued bank of compensatory time below twenty seven (27) hours.

D. In no event shall an employee donate vacation time that would result in reducing the employee's accrued bank of vacation time below one hundred (100) hours.

E. In no case will donated time be employed to extend an employees period of active duty beyond a recommended retirement day as established by the retirement board physician.

F. Donated time will be processed and used by a recipient in the order received by the department.

G. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.

H. Donated time shall be converted to its cash equivalency and paid to the recipient at his regular hourly rate.

I. Any grievance in connection with this Article may be pursued through Step 2 of the grievance procedure.

ARTICLE XXIV. DISABILITY INSURANCE

In addition to Occupational Injury Leave With Pay and Workers' Compensation coverage, employees have additional death and disability coverage. To the extent possible, this additional death and disability coverage shall be provided at the 2002 level.

ARTICLE XXV. PERSONNEL FILES

Each employee shall be allowed to review the contents of his personnel file at all reasonable times upon written request. The Township Administrator or Fire Chief shall be present when the personnel file is viewed.

Upon written request of the employee, the Fire Chief may expunge from the employee's personnel file copies of all reprimands, whether considered oral warnings or otherwise, after three (3) years from the date of the disciplinary entry, provided no additional disciplinary action, including reprimands, has been entered in the file during the three (3) year period.

ARTICLE XXVI. DISCIPLINE/DISCHARGE & APPEAL

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

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

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

Degrees of Discipline:

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

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

Oral Reprimand: This type of disciplinary action is generally administered by any supervisor. Any oral reprimand issued below the level of Fire Chief can be appealed to Step 2 of the grievance procedure. Any oral reprimand initially issued by the Fire Chief can be appealed to Step 3 of the grievance procedure.

Written Reprimand: This type of disciplinary action is generally administered by the Fire Chief, Assistant Fire Chief, or District Chief. This type of action can be appealed to Step 3 of the grievance procedure. An employee receiving a written reprimand shall sign said written reprimand acknowledging receipt thereof; however, such acknowledgment of

receipt shall not constitute as admission of any of the allegations contained in the written reprimand. An employee who receives a written reprimand may attach a written response thereto by presenting said written response to the officer who administered the written reprimand within seventy two (72) hours after the receipt of the acknowledgment of the written reprimand.

Suspension Without Pay: The Fire Chief may suspend an employee up to two (2) tours of duty. Any suspension by the Fire Chief of up to one (1) tour of duty can be appealed to Step 3 of the grievance procedure. A suspension by the Fire Chief of more than one (1) tour of duty can be appealed to Step 4 of the grievance procedure. The Township Administrator has the authority to suspend any employee under his management and control. The suspension of an employee by the Administrator for up to but less than five (5) tours of duty or less can be appealed to Step 4 of the grievance procedure. The suspension of an employee by the Administrator of five (5) or more tours of duty can be appealed to Steps 4 and 5 of the grievance procedure. The employee shall be notified in writing of the suspension, the effective date thereof, the duration and the circumstances and reasons for the action.

Dismissal: This type of disciplinary action is administered by the Township Administrator and Board of Trustees. In the event of a judgment of dismissal, the Township Administrator shall notify the employee in writing of the dismissal, the effective date, the circumstances and reasons for the action. This action is appealable to Step 5 of the grievance procedure.

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

If a member chooses to appeal any disciplinary action, the appeal authority shall have the authority to sustain or modify the disciplinary action, but shall not have the authority to impose a more severe measure of discipline on the employee.

ARTICLE XXVII. PARAMEDIC CERTIFICATION

All employees who are certified paramedics on the effective date of this Agreement shall maintain paramedic certification during the course of their employment. Loss of paramedic certification shall be just cause for termination.

Employees who do not have paramedic certification on the effective date of this Agreement are not required to acquire such certification. Such employees must maintain EMT certification.

All employees hired after the effective date of this Agreement and all present and future Lieutenants, Fire Marshals, Captains, and District Chiefs must acquire and maintain paramedic certification. Unless such training is unavailable for reasons beyond the control of the employee, any new employee must acquire paramedic certification during the first year of employment. Failure to obtain and thereafter maintain such certification shall be just cause for termination, with the exception that in the case of any Lieutenant, Fire Marshal, Captain or District Chief who has been promoted without first having obtained paramedic certification, failure by such a Lieutenant, Fire Marshal, Captain or District Chief to obtain and thereafter maintain such certification shall result in that Lieutenant, Fire Marshal, Captain or District Chief being demoted to the rank previously held before promotion.

Employees assigned by the Fire Chief or his designee to training for the maintenance of current EMT or paramedic certification during the employees' working hours will be released from duty without loss of pay. Employees so assigned during the employees' off time will be paid at the employee's normal hourly rate as set out in Appendix A herein for all time worked. Training to obtain and maintain Paramedic Certification shall be at straight time and shall not be subject to FLSA overtime. Any overtime earned pursuant to this paragraph shall be governed by Article VII.

ARTICLE XXVIII. DRUG-FREE WORKPLACE PROGRAM

I. STATEMENT OF PROGRAM

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

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

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

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

1. Use of illegal drugs or alcohol during work hours. For purposes of this Program, alcohol shall refer to any preparations, including medications, that contain alcohol. For purposes of this Program, illegal drug shall refer to any substance that is illegal to use and/or possess under Ohio and/or U.S. law, including any prescription drug that is used without benefit of a current, valid physician's prescription or in a manner or quantity contrary to the specifics of the prescription;

2. Misuse of alcohol to the extent that it conflicts with any requirement of this Program;

3. Sale, purchase, transfer, trafficking, or possession of any illegal drugs;

4. Arrival at and/or return to work with any measurable amount present in one's body of alcohol and/or illegal drugs to the extent that said measurable amount exceeds the limits established by this Program.

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

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

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

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

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

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

II. EMPLOYEE/SUPERVISOR EDUCATION & EMPLOYEE SUPPORT

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

All supervisory/management employees shall receive 4 hours of additional training in the first year of the Program's application, and 2 additional hours annually thereafter, regarding their roles, limitations, and obligations under this Program. Supervisory-specific training will include education regarding reasonable suspicion testing, one of the types of drug/alcohol testing mandated by this Program.

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

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

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

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

1. Amphetamines
2. Cocaine
3. Marijuana
4. Opiates
5. Phencyclidine (PCP)
6. Benzodiazepines
7. Barbiturates
8. Methadone
9. Propoxyphene
10. Alcohol

11. Note that whether subject to specific testing or not, this Program also prohibits the presence in any on duty employee's body of any illegal drug, including an illegally obtained or inappropriately administered prescription drug.

IV. WHEN WILL TESTING OCCUR?

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

A. Pre-Hire Testing

Prior to finalization of any offer of employment, prospective employees of the Employer must complete urine drug testing as delineated in Section III and V of this Program. A negative result of this test shall be a pre-requisite for hiring. A positive result of this test shall result in a termination of the hiring process and shall render the individual in question ineligible for future employment by the Employer. Under no circumstances shall any individual be considered an employee of the Employer without having completed and obtained a negative result upon the

testing described in this paragraph. A negative result of any required pre-hire testing shall not guarantee or constitute an offer of employment by the Employer.

B. Reasonable Suspicion Testing

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

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

Training regarding appropriate determination and documentation of reasonable suspicion will be part of the annual professional training provided to supervisors. When reasonable suspicion testing is required, transportation to the collection site and subsequently to the employee's home will be furnished by an Employer manager. Under no circumstances will an employee be authorized to operate a motor vehicle in such a situation.

C. Post-Accident Testing

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

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

Post accident testing may be conducted:

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

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

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

D. Random Testing

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

E. Return-to Duty Testing

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

F. Unannounced Follow-Up Testing

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

this Program, the employee in question will be terminated from his/her employment by the Employer.

G. Timeliness of All Testing

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

V. SPECIMEN COLLECTION, ANALYSIS, AND RESULT REPORTING PROCEDURES

A. Collection

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

B. Analysis

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

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

To ensure the veracity of all final testing results, a Medical Review Officer ("MRO"), independent of the laboratory analyzing the urine specimen(s) shall be responsible for reporting the results to the employee in question and/or to the Employer. The MRO is a doctor with a specialized knowledge of the testing process. Any claims of valid reasons for the presence in the employee's system of an otherwise prohibited substance shall be investigated by the MRO, as

shall be any claims of an inability to produce sufficient urine for analysis. The MRO shall be the sole authority as to the results of all testing. The Employer shall play no role in the determination of test results.

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

C. Result Reporting

An employee who tests positive under this Program will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the Employer. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A documented violation of our Program will have occurred. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the Employer. Upon contacting the MRO, the employee in question may, at his/her own expense, elect to instruct the MRO to submit the sample in question for a repeat of the confirmatory assay process. Under no circumstances may this right to repeat the confirmatory assay be exercised after the final test results have been reported by the MRO to the Employer. Furthermore, as stated above, the MRO shall be the sole authority in determining the final results of any/all testing specified by this Program. The Employer shall play no role whatsoever in establishing the results of any testing.

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

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

with mandated testing and shall result in disciplinary action commensurate with a positive test for prohibited substances.

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

Any employee tested for alcohol and/or other drugs under this Program has the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, that a copy of the results be provided. The Employer will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

D. Negative Dilute Test Results

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

VI. POSITIVE TEST RESULTS

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

1. The employee must complete thorough clinical evaluation by and to the satisfaction of a qualified chemical dependency professional. The qualifications of said professional must be acceptable to the Employer. Such assessment is available via the Employer's Employee Assistance Program (EAP).

2. The employee must authorize via any/all necessary written releases of information the assessing chemical dependency professional to submit to the Employer, in writing, a detailed summary of the recommendations, if any, made by the assessing chemical dependency professional pursuant to the employee in question.

3. The employee must demonstrate initial and ongoing compliance with any and all recommendations delineated in the assessing chemical dependency professional's written report.

4. The employee must, at a time and place of the Employer's choosing, complete urine drug testing as described in Sections III, IV and V of this Program.

5. The employee must submit to unannounced follow-up testing as described in Section IV of this Program.

6. The employee must continue to demonstrate compliance with any and all recommendations issued by the assessing chemical dependency professional and by subsequent professionals involved in the employee's evaluation, education, and/or care.

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

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

VII. TERMINATION NOTICES

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

ARTICLE XXIX. HEALTH AND WELLNESS PROGRAM

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

B. The makeup of the physical examination may be changed in the future by mutual agreement of the joint Health and Wellness Committee. The initial examination makeup will include the following for each member:

12-Lead Resting EKG with Interpretation
Pulmonary Function Test
PSA (Prostate Cancer Blood Test)
Cholestech Glucose and Lipid Panel
CBC with Differential
Comprehensive Metabolic Panel
HRA (Health Risk Assessment)

C. In addition to the basic physical set out above, one-half of the firefighters will also be administered the Cardiac Treadmill Test each year.

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

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

F. All physical examinations and cardiac treadmill tests provided for under this Agreement shall be mandatory. Any employee who refuses to comply with a directive to take the annual physical examination or cardiac treadmill test shall be subject to discipline, up to and including termination of employment.

ARTICLE XXX. NO STRIKES

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

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

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

ARTICLE XXXI. INTEGRITY OF AGREEMENT

The Township and the Union agree that the terms and provisions contained in this written Agreement constitute the entire Agreement between the parties and supersede all previous communication, understandings or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The Township and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

ARTICLE XXXII. SAVINGS CLAUSE

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

ARTICLE XXXIII. MODIFICATION OF STANDARD WORK DAY

The parties have provided in Article VII herein for a standard work day of 24 hours, an overall average work week of 52 hours, a work period of 28 days and a Compensatory Time Off policy. One of the purposes of adopting this average work week, work period and Compensatory Time Off policy was to legitimately address and control overtime compensation. The parties believe that the policies provided for in this Agreement are in compliance with the Fair Labor Standards Act. In the event, however, that it is determined during the course of this contract, that the policies set out in Article VII do not comply with the overtime provisions of the Fair Labor Standards Act, then the parties agree that this Collective Bargaining Agreement shall be modified to change the standard work day to 24.1 hours, and to further provide that up to 8 hours of meal and sleep time per standard work day shall be considered non-compensable time for the purposes of FLSA overtime calculations. In such a case, the other provisions of this Agreement would remain in full force and effect, including the Compensatory Time Off policy and EDO set out in Article VII.

As an alternative to the standard work day of 24 hours, an optional work day of 24.25 hours may be voluntarily accepted by an employee. In the event an employee chooses the optional 24.25 hour work day, the following procedures will apply.

A. No later than December 1 of each year, full-time employees will elect to be classified as a 24-hour shift employee or a 24.25 hour shift employee. The election shall be in writing and shall run for a period of one (1) year.

B. Full-time employees on the standard 24-hour shift will work their regularly-scheduled shifts at straight-time, and all extra shifts will be paid at the overtime rate.

C. Full-time employees on the 24.25 hour shift will have the ability to pick up extra shifts at their straight-time pay rate.

D. Employees electing to work a 24.25 hour shift will work from 5:45 a.m. to 6:00 a.m. the following day, or such other hours as the Fire Chief may prescribe in a written policy.

E. Employees electing to work a 24.25 hour shift will be paid their straight-time pay rate for the extra 1/4 hour each shift.

F. Employees electing to work a 24.25 hour shift will be responsible for tracking their work hours in each 28-day work period with a department FLSA hours tracking sheet.

G. All FLSA hours worked in the 28-day work period are to be recorded by the employee.

H. Additions to the hours worked in each 28-day work period are regular shifts, extra hours/shifts, mandatory training, and mandatory meetings.

I. Deductions from the hours worked in each 28-day work period will include sleep hours, vacation hours/shifts, EDO's, and sick leave hours/shifts.

J. Employees electing to work a 24.25 hour shift will have the ability to use the available hours under the FLSA maximum of 212 hours to work extra shifts at their straight-time pay rate.

K. A sufficient number of deducted hours must be recorded in each 28-day work period in order to work extra shifts. Employees are responsible for carefully tracking hours worked and avoiding FLSA overtime in each work period.

L. Employees on the 24.25 hour shift will deduct up to 8 hours of sleep time each shift.

M. If the employee does not get at least 5 hours of sleep (the 5 hours do not have to be continuous), then no sleep time deduction is permitted for that shift.

N. If the minimum of 5 hours of sleep is obtained, the sleep time recorded will reflect the actual hours of sleep between 5 and 8 hours.

O. Extra shifts cannot be worked on scheduled vacation time or EDO's.

P. Mandatory shift call-in pay will be at time and a half.

Q. Notwithstanding the foregoing provisions, any District Chief eligible and volunteering to be classified for a shift schedule in excess of 24 hours, shall have a shift of 24.5 hours rather than 24.25 hours, and shall only be permitted to schedule for additional shifts as a replacement for another District Chief.

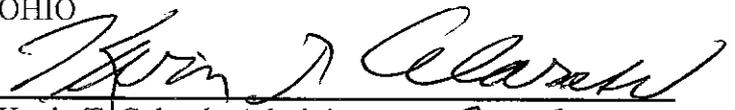
Implementation of the 24.25 or 24.5 hour shift schedule will be provided for in a policy adopted by the Fire Chief, terms of which shall not be subject to the grievance procedure.

ARTICLE XXXIV. EXPIRATION

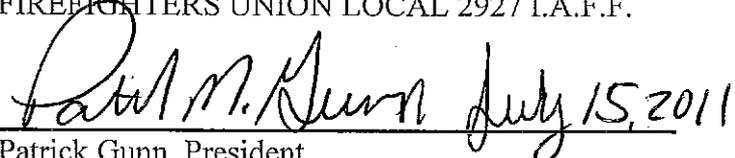
This Agreement shall be for the calendar years 2012, 2013 and 2014 and shall terminate on December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 11th day of July, 2011.

GREEN TOWNSHIP, HAMILTON COUNTY,
OHIO


Kevin T. Celarek, Administrator *July 12, 2011*

GREEN TOWNSHIP PROFESSIONAL
FIREFIGHTERS UNION LOCAL 2927 I.A.F.F.


Patrick Gunn, President *July 15, 2011*

APPENDIX A

GREEN TOWNSHIP PROFESSIONAL FIREFIGHTERS

FIREFIIGHTERS

	<u>2012</u>		<u>2013</u>		<u>2014</u>	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Starting	\$49,741	\$17.08	\$49,741	\$17.08	\$49,741	\$17.08
After 12 Months	\$53,651	\$18.42	\$53,651	\$18.42	\$53,651	\$18.42
After 24 Months	\$57,629	\$19.79	\$57,629	\$19.79	\$57,629	\$19.79
After 36 Months	\$61,904	\$21.26	\$61,904	\$21.26	\$61,904	\$21.26
After 48 Months	\$67,142	\$23.06	\$67,142	\$23.06	\$67,142	\$23.06

LIEUTENANTS

	<u>2012</u>		<u>2013</u>		<u>2014</u>	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$70,499	\$24.21	\$70,499	\$24.21	\$70,499	\$24.21
After 12 Months	\$73,184	\$25.13	\$73,184	\$25.13	\$73,184	\$25.13

FIRE MARSHALS

	<u>2012</u>		<u>2013</u>		<u>2014</u>	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$74,024	\$35.59	\$74,024	\$35.59	\$74,024	\$35.59
After 12 Months	\$76,843	\$36.94	\$76,843	\$36.94	\$76,843	\$36.94

DISTRICT CHIEFS

	<u>2012</u>		<u>2013</u>		<u>2014</u>	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$76,843	\$26.39	\$76,843	\$26.39	\$76,843	\$26.39
After 12 Months	\$80,503	\$27.65	\$80,503	\$27.65	\$80,503	\$27.65

EMS DISTRICT CHIEF

	<u>2012</u>		<u>2013</u>		<u>2014</u>	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$76,843	\$36.94	\$76,843	\$36.94	\$76,843	\$36.94
After 12 Months	\$80,503	\$38.70	\$80,503	\$38.70	\$80,503	\$38.70

Seniority List

<u>Name</u>	<u>Unit Day</u>	<u>Pay No.</u>	<u>Employment Date</u>
(Revised: 5/12/11)			
1. Thomas Dietz	N/A	50	1/1/80, 1/30/10 (DC)
2. Ed Thomas	1	55	1/1/80, 12/22/88 (DC)
3. Mark Wagner	2	56	1/1/80, 8/23/93 (DC)
4. Stephen Claytor	2	49	2/2/81
5. Russell Ruberg	3	54	2/2/81, 12/22/97 (LT)
6. Michael Nie	1	53	4/19/82, 6/14/99 (LT)
7. Michael Boeckermann	2	98	8/8/88
8. Mark Hetzel	3	213	8/27/90
9. Richard Bell	N/A	61	8/27/90, 6/26/06 (FM)
10. Patrick Gunn	3	290	8/12/91, 5/8/06 (LT)
11. Jeff Sweet	1	114	8/23/93, 5/8/06 (LT)
12. James Duke	1	381	1/10/94
13. Jeffery Williams	3	326	8/8/94
14. James Dufford	2	312	8/8/94
15. Michael Joseph	3	317	7/24/95, 2/11/08 (LT)
16. Joseph Spears	3	296	7/24/95
17. Darren Mooney	2	377	7/24/95, 5/8/06 (LT)
18. Michael Scherer	2	353	6/10/96
19. Daniel Gallagher	3	260	6/10/96
20. Robert Wohlfrom	1	355	8/12/96, 5/29/07 (LT)
21. James Veldhaus	3	393	10/27/97
22. Rob Crone	1	370	10/27/97
23. Andrew Parker	2	423	10/27/97
24. Chris Godfrey	3	411	11/23/98
25. Shaun Myers	3	457	11/23/98
26. Kevin Hummeldorf	3	82	11/23/98, 12/22/07 (DC)
27. Rob Kitchen	3	412	8/9/99
28. Alex Seymour	2	459	1/24/00
29. Allen Boyle	1	461	9/25/00, 2/11/08 (LT)
30. Arlis Boggs	2	455	9/25/00, 2/11/08 (LT)
31. Nick Carraher	2	410	9/24/01, 1/12/09 (LT)
32. Don Patterson	2	424	11/28/05
33. Mike Weissmann	1	571	6/26/06
34. Mike Branigan	1	606	4/18/07
35. Chris Gemmell	2	588	5/29/07
36. Steve Alexander	3	309	2/25/08
37. Ron Krass	1	636	7/4/09
38. Matt Schmithorst	1	641	7/4/09
39. Jeff Bayer	3	638	7/4/09
40. Brett Raible	1	644	7/4/09
41. Ryan Schwarz	1	681	11/8/10