

**Labor Agreement Between**  
**Miami Township Board of Trustees**  
**And**  
**International Association of Fire Fighters**  
**Local #3768**



**January 1, 2025 through December 31, 2027**

## **Table of Contents**

Article 1 - Preamble (P.1)	
Article 2 - Recognition (P.1)	
Article 3 - Consideration (P.1)	
Article 4 - Bulletin Boards (P.1)	
Article 5 - Management Rights (P.1)	
Article 6 - Payroll Deductions (P.2)	
Article 7 - Seniority (P.2)	
Article 8 - Layoff/Recall (P.3)	
Article 9 - Personnel Records (P.3)	
Article 10 - Sick Leave (P.5)	
Article 11 - Injury Leave (P.7)	
Article 12 - Funeral Leave (P.9)	
Article 13 - Family and Medical Leave Policy (P.9)	
Article 14 - Leave of Absence Without Pay (P.10)	
Article 15 - Safety and Health (P.10)	
Article 16 - Hours of Work and Overtime (P.12)	
Article 17 - Emergency Call-In Pay (P.13)	
Article 18 - Grievance Procedure (P.13)	
Article 19 - Labor Management Committee (P.16)	
Article 20 - Discipline (P.16)	
Article 21 - Uniforms (P.19)	
Article 22 - Vacation (P.20)	
Article 23 - Holidays (P.22)	
Article 24 - Training and Education (P.23)	
Article 25 - Work Related Legal Appearance (P.24)	
Article 26 - Voting Procedure (P.25)	
Article 27 - Local 3768 Activities (P.25)	
Article 28 - Reserved (P.25)	
Article 29 - Calamity Time (P.25)	
Article 30 - Emergency Waiver (P.27)	
Article 31 - Severability Clause (P.27)	

Article 32 - Benefits to be Paid Upon Termination (P.27)

Article 33 - Wages (P.28)

Article 34 - Probation Periods (P.29)

Article 35 - Drug / Alcohol Testing (P.29)

Article 36 - Compulsory Certification (P.33)

Article 37 - Death of a Bargaining Unit Member (P.34)

Article 38 - Retirement (P.34)

Article 39 - Insurance (P.35)

Article 40 - Duration (P.35)

## **Article 1 – Preamble**

This Agreement is entered into by and between the Miami Township Board of Trustees, from now on referred to as “the Township”, and International Association of Fire Fighters (IAFF) Local 3768, from now on referred to as “the Union.” The purpose of this Agreement is to achieve and maintain harmonious relations between the Township and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **Article 2 – Recognition**

The Township recognizes the Union as the sole and exclusive bargaining agent for all full-time, uniformed career employees of the Fire & EMS Department, hereafter referred to as “union member” or “member,” excluding the Fire Chief, Deputy Chiefs, Assistant Chiefs, Division Chiefs, and administrative office staff.

## **Article 3 – Consideration**

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

## **Article 4 - Bulletin Boards**

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

## **Article 5 - Management Rights**

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

- A. Department matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Township, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;

- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the mission of the Fire & EMS Department as a unit of Township government;
- H. Effectively manage the workforce;
- I. Take actions to carry out the mission of the Township as a governmental unit.

## **Article 6 - Payroll Deductions**

- A. Union Dues. Upon the written authorization of the union member, the Township agrees to deduct each pay period from the wages of each member the sum certified as Union Dues and deliver the sum to the Union Treasurer by the seventh (7th) day of the month following the month collected. Such authorization must be forwarded to the Township within thirty (30) days prior to the effective date. If any union member does not have a check coming or the check is not large enough to satisfy the assignment, no collection shall be made from the member for that month. Payroll deductions will not be implemented or modified without a written authorization. Union members desiring to withdraw their payroll deduction authorization will notify the Township and the Union in writing.
- B. All full-time employees in continuous employment of the Township of one (1) year or more shall be liable for union dues.
- C. The Union agrees to hold the Township harmless, and to reimburse and indemnify the Township, for any and all liability, costs, and attorney fees which might arise by reason of any action taken under this Article.

## **Article 7 – Seniority**

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

## **Article 8 - Layoff/Recall**

- A. Layoff. If the department decides to lay off Fire & EMS Department personnel, non-contract union members who perform bargaining unit work shall be laid off first. If further layoffs are required, union members shall be laid off in inverse order of seniority. If a union member is laid off, the member may elect to receive payment for earned but unused vacation, personal days, or sick leave conversion as determined by Article Thirty-Two (32) of this Agreement.
- B. Recall. Union members who are on layoff shall be placed on a recall list for eighteen (18) months shall be recalled in reverse order of their layoff with the last union member laid off being the first to be called back and continuing in the like manner until the required number of employees has been obtained.
- C. Recall Notification. No new employee shall be hired until all union members laid off in the previous eighteen (18) months have been given the opportunity to return to work. Laid off union members will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit results in removal from the recall list.
- D. Layoff/Termination. A union member laid off for eighteen (18) months is automatically terminated, loses all seniority, and shall receive payment for earned but unpaid benefits as described in paragraph A of this Article.

## **Article 9 - Personnel Records**

- A. The Township shall maintain a personnel file folder for each union member. Said folder shall contain the following documents:
  - 1. Application;
  - 2. Letter of appointment;
  - 3. Resolution regarding promotions and pay raises;
  - 4. Discipline records;
  - 5. Copies of payroll records. Original payroll records are on file with the Clerk;
  - 6. Letter(s) of commendation;
  - 7. Reviews;
  - 8. Health records;
  - 9. Copies of any other records required to be kept by the Internal Revenue Service, State of Ohio or Immigration and Naturalization Services. Originals are on file with the Clerk;
  - 10. Insurance information;
  - 11. Job description;
  - 12. Any union member statements referenced in paragraph D below.
- B. This folder will be under the supervision and control of the Township Administrator. The union member may review the folder from 8:30 am to 4:00 pm Monday through Friday. Advance notice to the Township Administrator may be required. This folder may also be reviewed by the member's legal guardian or an attorney authorized in writing by the member to inspect the folder.

- C. Union members shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be requested and provided in accordance with the Miami Township Records Management Policy. The Township, in accordance with Section 149.43 of the Ohio Revised Code has established the following fees for providing copies of reproductions of public records maintained by the Township:
1. For photocopies of either letter or legal-size documents, the fees shall be as follows:
    - a. For the first (1) through the twenty-fifth (25) photocopy, there will be no charge.
    - b. For twenty-six (26) or more photocopies, there is a fee of five (5) cents per photocopy calculated from the first photocopy. Advance payment is required before any copies are prepared (Two-sided photocopies shall be charged at a rate of five (5) cents per sheet).
  2. For video tapes, cassette tapes or any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be charged if a commercial or professional service is contracted to provide the copy. If the Township creates the copy, a reproduction fee may not be charged.
  3. Bulk Commercial requests and Special Extraction Costs will follow Ohio Revised Code Section 149.43 (E)(2).
  4. Established costs / fees under this policy shall be clearly posted and visible to the public.
- D. If a union member disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, the member may request the Township to investigate the current status of any information. Said request must be in writing and filed with the Township Administrator. Within thirty (30) days of receiving this request, the Township Administrator shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall tell the union member in writing of the investigation results. The Township shall delete any information that it cannot verify or that it finds to be inaccurate.
- If, after the Township Administrator's determination, the union member is not satisfied with the result, the Township shall either:
1. Permit the union member to include within the folder a brief written statement of their position on the disputed information; or
  2. Permit the union member to include within the folder a written protest that the information is inaccurate, irrelevant, outdated, or incomplete. The Township shall maintain a copy of the member's statement in the file.

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

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

- E. Records of verbal warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the union member, be removed from the personnel file, provided no similar intervening discipline has occurred. Any record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and shall, at the request of the union member, be removed from the personnel file, provided no similar intervening discipline has occurred.
- F. Medical, psychiatric, or psychological information maintained in the file shall be disclosed to the union member unless a physician, psychiatrist, or psychologist determines that the disclosure of the information is likely to have an adverse effect on the member. In these cases, the information shall be released to a physician, psychiatrist, or psychologist designated in writing by the union member or the member's legal guardian.
- G. The Township will prepare and disclose any records identified as public records in accordance with O.R.C. 149.43. To the extent permitted by Ohio law, the union member will be notified of the requestor's name and professional association prior to any disclosure. Requestors will be advised that the union member will be notified of their identity and the specific public records disclosed.
- H. The following information will be deemed to be information that, if released, could reasonably endanger the health and safety of the Fire and EMS personnel: union member's address, telephone number; names, addresses, and telephone numbers of member's dependents and other family members, member's health records and insurance information.

## **Article 10 - Sick Leave**

- A. Each union member shall be credited thirteen 13 hours of sick leave for each calendar month of service. The hours of sick leave shall be credited to each union member on the first pay period of each month. The maximum accumulated sick leave hours shall be two thousand four hundred ninety-six (2,496) or two thousand eighty (2,080), hours depending on the union member's assigned work schedule.
- B. Approval of Sick Leave Usage: The Fire Chief or designee has authority as provided by the Township Administrator to approve or deny the use of sick leave. At the discretion of the Fire Chief or designee, a union member may be required to submit a doctor's note regarding use of sick leave.
- C. Computation of Sick Leave Usage: Union members shall be charged for sick leave usage on an hour-by-hour basis.
- D. Authorized Uses for Sick Leave: Sick leave credit may be used for:



1. Illness, off-duty injury or off-duty exposure to a contagious or communicable disease.
  2. Sickness or disability in the immediate family where the presence of the union member is absolutely necessary. For the purpose of this section, immediate family shall be defined as the union member's spouse, children, resident and nonresident step-children, foster children, parents, brother, sister, mother-in-law, and father-in-law, or an individual for whom the union member serves as the legal power of attorney for healthcare. In the cases of illness in the union member's immediate family requiring them to be at home, the member may be required to submit a doctor's note or other proof establishing the necessity for the member to be at home caring for the family member.
- E. Union Member's Claim for Sick Leave: The union member shall submit a Township Leave Form to receive payment under the sick leave provisions. For extended absences, payment may be approved at the discretion of the Fire Chief before submission of this form.
- F. Voluntary transfer of sick leave from one union member to another will be allowed up to a maximum of forty-eight (48) hours per member per pay period. No union member will allow their sick leave bank to go below ninety-six (96) hours after such donation. The granting of this benefit shall be solely within the Fire Chief's discretion.
- G. Any union member in an active work status and who does not utilize sick time or call off for an overtime shift, for a one hundred twenty (120) consecutive calendar day period shall be entitled to one (1) twenty-four (24) hour (one (1) ten (10) hour for forty (40) hour union members) paid personal leave day. A union member is limited to one (1) time per 120-day period to use eight (8) hours of a 24-hour day (or four (4) hours for forty (40) hour-week members) for doctor's visits, dental appointments, and sick family emergencies, and not be charged for a sick day with respect to accrual of personal leave days. Prior authorization of sick leave for the abovementioned conditions is required unless it is an emergency situation. Authorization for sick leave shall be given as long as at the time of authorization, the sick leave does not cause staffing to drop below the minimum staffing requirements unless it is an emergency situation.
1. Personal leave days off must be requested in the same manner as a vacation request and are subject to approval based on the employer's workload requirements.
  2. The one hundred and twenty (120) consecutive day calendar period begins on the first day following the last incident of sick leave usage and ends one hundred and twenty (120) days later.
  3. Personal leave days must be taken within one (1) year of the date of earning. If not taken within one (1) year, the day shall be paid to the union member at the current hourly rate.
- H. A union member with an accumulation of twelve hundred (1200) hours of sick time may cash in one hundred and twenty (120) hours per year at the rate of one (1) hour of pay for two (2) hours of sick time and shall be paid out to the member on the first paycheck in December.

- I. Return to Work After Sick Leave: After missing more than three (3) scheduled shifts of work due to any medical condition, illness or injury, that will affect their ability to perform their duties, or that may affect the health and safety of coworkers or the public, the union member may be required by the Fire Chief to submit to a return-to-duty medical evaluation by a physician of the Township's choice and at the Township's expense. The union member will be compensated at their appropriate rate for time spent. Travel will begin and end at Station 26.

If the report from the physician selected by the Township conflicts with the report submitted by the union member's physician regarding the nature of injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician, at the Township's expense, selected by the employer from a list of physicians mutually agreed upon by the parties. The opinion of the third physician shall be determinative.

## **Article 11 - Injury Leave**

- A. Injury On-Duty / Work-related illness: In addition to sick leave as provided by this Agreement a union member shall receive injury leave as follows:

1. In the event a union member sustains an injury on the job or work-related illness and is unable to perform either their regularly assigned duties or those duties which may be assigned to the member by the Fire Chief, such member may receive as injury leave compensation, provided, however, at the time of the injury and in no event later than one (1) tour of duty following the occurrence that gave rise to the injury, the union member notifies an appropriate supervisor of the injury and, unless hospitalized, within two (2) tours of duty of the occurrence, provides the employer a doctor's note stating the nature of the injury, limitations on the member's ability to work in the form of an Ohio BWC MEDCO-14, and an expected date of return to work.

When union members are placed on Injured on Duty ("IOD") leave, the member can remain on this status until the treating physician releases the member to go back to work up twenty-six (26) weeks. At the start of a member's IOD leave, the member will have the option to be placed on Family and Medical Leave ("FMLA"). Once a member has been on IOD leave for twenty-six (26) weeks, the member will no longer receive earnings through payroll and will be responsible for their portion of the health care premium. The Township Administrator may extend a union member's IOD leave for up to eight (8) weeks, or longer, based on the facts and circumstances of an employee's IOD status. Four (4) weeks before the end of the twenty-six (26) weeks, the member will schedule an appointment with the Township Administrator to discuss the facts and circumstances of the member's IOD leave. The member may have a Union representative present at the meeting. If a member's IOD leave is not extended after the twenty-six (26) weeks, the member may be removed from IOD and be eligible for temporary/total disability, at the request of the member, consistent with applicable worker's compensation laws and shall be responsible for the payment of their health care premiums thereafter, until returning to work.

2. If a union member is hospitalized immediately following the injury/work related illness, the member shall submit the physician's statement to the Township within three (3) calendar days after their dismissal from the hospital.

3. A union member claiming the right to receive, or who is receiving injury/work related illness leave compensation for more than thirty (30) days, may be required by the Township to submit to a medical examination by a licensed physician, selected by the Township. The Township will pay any legitimate cost for examination that the union member's medical insurance or Workers' Compensation does not cover, including travel expenses. If the union member refuses to submit to a medical examination, injury / work related illness leave compensation may be suspended or denied.
4. If the report from the physician selected by the Township is in conflict with the report submitted by the union member's physician regarding the nature of injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician, at the Township's expense, within twenty-six (26) weeks as described in this Article, selected by the employer from a list of physicians mutually agreed upon by the parties. The opinion of the third physician shall be determinative.
5. Return to Work After Injury Leave: After missing more than thirty (30) days of work due to any medical condition, illness or injury, that will affect their ability to perform their duties, or that may affect the health and safety of coworkers or the public, the union member may be required by the Fire Chief to submit to a return-to-duty medical evaluation by a physician of the Township's choice and at the Township's expense. The union member will be compensated at their appropriate rate for time spent. Travel will begin and end at Station 26.
6. If a union member is on IOD leave on any holiday recognized in Article 23 of the Agreement, the member will be compensated for twelve (12) hours of holiday pay at their normal hourly rate.
7. Any union member, who has worked for the Township for less than twenty-six (26) weeks and is placed on IOD status, is not eligible for IOD status for any period of time longer than Township employment, unless otherwise agreed upon by the Union and the Township Administrator.
8. The Township shall maintain short-term disability insurance for union members affected by this Agreement to be utilized in a manner consistent with this policy. The employer will provide the member with the proper forms for filing, but it will be the member's responsibility to complete and submit those forms appropriately and in a timely fashion.
9. If a union member is placed on light duty, the member may attend physical therapy, doctor appointments, or other required medical procedures related to their injury as part of their light duty work. Travel for all such appointments will begin and end at Station 26, unless other arrangements are approved by the Fire Chief or designee. Union members who are "Injured on Duty" will be encouraged to participate in the Township's Transitional Work Program through Worker's Compensation as part of any physical therapy requirements, in accordance with the treating physician's requirements.

10. Sick time, vacation time, personal time, and calamity time hours taken while a union member is on IOD, and working light duty, will be charged based on a ratio corresponding to the number of hours of light duty the member is permitted to work. This will be calculated in the following manner:

$$48 \div [\text{\# of light duty hours permitted per week}] = [\text{hours of leave charged for each hour of light duty taken off}]$$

Examples: If a union member is allowed to work 40 light duty hours per week, the member would be charged 1.2 hours for every 1 hour of time taken ( $48 \div 40 = 1.2$ ). If a member is allowed to work 32 light duty hours per week, the member would be charged 1.5 hours for every 1 hour of time taken ( $48 \div 32 = 1.5$ ).

## **Article 12 - Funeral Leave**

- A. Leave with pay for participation in funeral services or arrangements shall be granted by the Fire Chief or designee to a union member when a death in the immediate family occurs. Immediate family for this Article shall include the union member's parents, spouse, child, step-parents, resident and non-resident step-children, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law or brother-in-law.
- B. Extent of Benefit: Forty-eight (48) hours of funeral leave will be granted for spouse, parents, children, step-parents, resident step children, foster children, brother, sister. Twenty-four (24) hours of funeral leave will be granted for a member's guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother-in-law, and non-resident step children. If the death occurs during a member's tour of duty and the member leaves the tour, the remainder of the tour shall be charged to sick leave.
- C. Additional funeral leave of up to forty-eight (48) hours may be granted upon request with the approval of the Fire Chief or designee. Funeral leave in excess of Section B of this Article shall be charged against accumulated sick leave.
- D. Upon request of a union member the Fire Chief or designee shall grant up to twenty-four (24) hours of late notice personal or vacation time for the death of an aunt or uncle.

## **Article 13 - Family and Medical Leave Policy**

The Family and Medical Leave Policy, as adopted by Miami Township, is incorporated into this Agreement.

## **Article 14 - Leave of Absence Without Pay**

- A. Purpose: Leave of absence without pay may be granted for any legitimate purpose subject to approval, including, but not limited to, the following:
1. To further a union member's education.
  2. To attend funerals not covered by paid leave.
  3. Urgent personal reasons.
  4. As permitted by Article 13.
- B. Procedure: A union member desiring to apply for a leave of absence without pay should submit an application to their immediate supervisor, outlining the reason for the request. The supervisor will transmit the request to the Fire Chief along with their comments. Further disposition will be made as follows:
1. Request for Leave of two (2) tours or less: The Fire Chief will act on the request.
  2. Request for Leave of more than two (2) tours: The request for leave of more than two (2) tours will be forwarded to the Township Administrator by the Fire Chief with their recommendations.
- C. Conditions: All such leave requests will be given in writing with a copy directed to the union member's personal file.

## **Article 15 - Safety and Health**

- A. The parties agree that safety is paramount to the Township Fire and Emergency Medical Service and its employees. The Township accepts the responsibility to provide safe working conditions, equipment, vehicles, and working methods for all employees with reference to recognized national standards. The union members accept the responsibility to follow all safety rules and safe working methods of the Township.
- B. An officer shall have the discretion to remove apparatus from service if the mechanical condition of the apparatus warrants removal pending inspection by a chief officer. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Fire Chief. Replacement for damaged safety equipment and apparel, as determined by the Fire Chief or designee, shall be ordered as soon as practical upon notification of needed equipment. Union members shall not utilize damaged safety equipment and apparel.
- C. The Township will agree that blood tests for carbon monoxide poisoning and any other toxins likely to have been encountered through the course of employment with Miami Township will be provided upon request by any union member treated in a hospital for an exposure. The union member will be given a report of the test upon request. The Township will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation, if test is ordered by the Township.
- D. The Township will furnish safety apparel and equipment as appropriate.

- E. The Township will provide a vaccination for prevention of Hepatitis-Type B, annual flu shot, and/or other available vaccinations of this nature during this Agreement.
- F. The Township will maintain an Infection Control plan for employees and will provide, upon request, within a reasonable time, a test for any employee that has been exposed to a serious infectious disease, such as HIV/AIDS, meningitis, etc., while performing official duties. If the Township ordered the test, the Township will pay any legitimate cost for the test not covered by medical insurance or Workers' Compensation.
- G. The Township shall provide annual TB testing for all emergency response personnel according to current National Standards. If a union member has been exposed to TB, or contracts TB, and alleges that it is a result of performing official duties, and the member has exhausted all administrative remedies for reimbursement through Worker's Compensation, the Township agrees to reimburse the union member for any out-of-pocket deductible costs paid for such testing and treatment for a period of twelve (12) months from the date such claim is made by the union member.
- H. The Township shall require and provide annual physical evaluations for all union member emergency response personnel in accordance with current national firefighting standards and programs. The physical evaluations will be performed by either of two physicians or physician groups recommended by a joint Township-Union committee and approved by the Fire Chief. The joint Township-Union committee will consist of a Fire and EMS Department chief officer and at least one union member appointed by the Union President. Physicals shall be performed while the union member is on duty. In the event a union member is not scheduled during the regular annual physicals, the member shall complete the physical at a later date while on duty or, at the discretion of management, off-duty while being compensated in accordance with per Article 16 of this Agreement.

The results of the physical will be sent directly to the union member. The member is required to submit to the Township the completed Township supplied cover sheet wherein the examining physician certifies that the union member is fit/not fit to perform firefighting duties in accordance with current national standards and listing any medical/physical restrictions that apply. Union members may submit a copy of the physical evaluation results to Miami Township to become a permanent record in the member's personnel file.

- I. Union members must notify the Fire Chief of a diagnosis received from the member's physician in which the member's physician identifies a medical condition and/or places restrictions on the member that may affect the member's ability to perform duties, or that may affect the member's safety, or the health and safety of coworkers or the public.
- J. All union members shall receive a physical assessment as defined by the Wellness Fitness Initiative (WFI) at least once per year, in accordance with current national firefighting standards and programs. This assessment is meant only for the union member to have a complete picture of their health and fitness level. The results of the WFI assessment shall be confidential between the assessor and the union member being assessed. This assessment shall not be used to determine whether a union member is fit for duty. Data shall be gathered from the fitness assessments to

assist the department with obtaining a picture of the overall health of the organization, and for evaluating trends and needs specific to the physical fitness programs. The employer shall provide at minimum, one fitness advisor per shift. The township will provide proper training for each fitness advisor.

- K. The parties of this Agreement agree that a union member shall not be disciplined for refusing to use defective equipment that would present a danger to the member, fellow employees or the community.

## **Article 16 - Hours of Work and Overtime**

- A. The standard workday for union members covered under this Agreement shall be twenty-four (24) hours. This shall be known as the member's "tour of duty". The standard work period for union members covered under this Agreement shall consist of a forty-eight (48) hour average work week within a twenty-one (21) day working period. The union member's standard number of hours worked annually will be two thousand four hundred and ninety-six (2,496).

Union members covered under this Agreement (except 40-hour personnel) shall be entitled to one (1) Hourly Reduction Day (HRD) within a twenty-one (21) day working period. An HRD shall be one twenty-four (24) hour shift. The tour of duty shall commence at 0700 hours and continue through to 0700 the following day.

- B. The standard hours of work for 40-hour personnel shall be a maximum of forty (40) hours in a workweek of Sunday to Saturday to total an annual total of two thousand eighty (2,080) hours. The workweek shall consist of four (4) workdays unless otherwise agreed to by both the member and the Fire Chief or designee. The minimum workday shall be no less than four (4) hours and no greater than twelve (12) hours and shall be between the hours of 0700 and 1900 hours. Hours worked outside of this time for the purpose of 40-hour personnel duties must be approved by the Fire Chief or designee.

40-hour personnel shall schedule hours on a monthly basis. The schedule shall be published on the monthly schedule and may not be deviated from unless agreed to by both the member and the Fire Chief or designee.

- C. The standard hours of work for union members assigned to the Community Health Coordinator assignment shall be a maximum of forty (40) hours in a workweek of Sunday to Saturday to total an annual total of two thousand eighty (2,080) hours. The workweek will generally consist of five (5) workdays and be scheduled Monday through Friday. The schedule and workweek for this assignment may be altered at the discretion of the Fire Chief or designee.
- D. Either party may request a new shift system. Such request shall reopen negotiations for this issue only (type of shift and related hours of work). Such negotiations will follow the statutory procedures of ORC 4117.14.
- E. Union members required to work in excess of their scheduled pay period shall be paid at one and one-half (1 1/2) times their regular hourly rate of pay for all such excess time.

- F. 40-hour personnel shall not be eligible to perform overtime duties associated with positions that have a standard workday as defined by Section A of this Article 16. Any union member whose standard hours of work consists of forty (40) hours in a workweek of Sunday to Saturday shall remain eligible to perform overtime duties associated with that position.
1. Approved vacation, personal days, sick days, and paid days shall be considered time worked for the purpose of computing work time.
  2. Overtime will be calculated and paid with the regular pay and within the same pay period in which it was earned.
  3. In the instance that a union member utilizes sick time for any assigned shift or scheduled hours that fall within one calendar day immediately before, or one calendar day immediately following a holiday (as recognized in Article 23), that member forfeits right to receive holiday pay unless a physician's note is provided for use of sick time, as specified in Article 10, Section B.

## **Article 17 - Emergency Call-In Pay**

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

## **Article 18 - Grievance Procedure**

- A. A grievance is defined as a specific violation of a term of this Agreement, or disciplinary action taken against a union member. Each written grievance must state the Article of the Agreement where the violation has occurred, and the remedy requested to settle the grievance.
- B. Any step in the grievance procedure outlined below may be skipped on any grievance by mutual consent. In the absence of such mutual consent, at any step where a response is not forthcoming within the specified time limits, the grievance will be presumed to have been denied. In such a case, the grievant must present the grievance to the next step in the grievance procedure in order to obtain further consideration. A copy of all grievances and responses will be forwarded to the Township Administrator and the Union President.
- C. Step 1. The union member or group of union members shall present a grievance in writing to their shift supervisor for disposition. Except for monetary issues, this must be done within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) following the date of occurrence or when the union member or the Union should have had knowledge of the occurrence of the facts upon which the grievance is based. The grievant may choose to be accompanied by a member of the Grievance Committee at this step. The immediate supervisor shall reply in writing to the aggrieved within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays). If the aggrieved union member or members do not refer the grievance to the second step of the procedure within five (5) calendar days (excluding Saturday, Sunday,



and recognized holidays) after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

- D. Step 2. The grievance, together with all correspondence, shall be submitted to the Fire Chief. The Fire Chief or designee shall investigate and hold a grievance meeting within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the grievance. The Fire Chief shall give an answer to the Union and the aggrieved in writing within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after termination of such grievance meeting. Both the Union and/or its representatives and Township shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. A member of the Grievance Committee may represent the aggrieved.
- E. Step 3. The grievance shall be submitted to the Township Administrator no later than five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the unacceptable decision rendered in Step 2, or within five (5) calendar days after the five (5) calendar day period in which the response is due. If the grievance is not presented, it will not further be considered. A meeting shall be scheduled within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) after the filing of the grievance in Step 3. The decision of the Township Administrator shall be given within five (5) calendar days of said meeting. If the aggrieved union member does not notify the Township Administrator through the Union President of dissatisfaction with the decision rendered, the grievance shall be considered resolved. If the Township Administrator fails to answer in writing within five (5) calendar days (excluding Saturday, Sunday, and recognized holidays) time period, the grievance will be presumed to have been denied.
- F. Any dispute arising out of or relating to this CBA that has not reached an agreeable resolution after Step 3 of the grievance process may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties. Mediation may be initiated by the Union President or designee within five (5) calendar days (excluding Saturday, Sunday and recognized holidays) of dissatisfaction with the Step 3 ruling and identifying the dispute which is being suggested for mediation. The Township Administrator will either agree to proceed with mediation or agree to attend a preliminary meeting with a mediator to discuss whether mediation would be helpful in the circumstances. The parties will mutually agree on a suitable person to act as mediator. The mediation shall be terminated by: (a) the signing of a settlement agreement by the parties; or (b) notice to the parties by the mediator, after consultation with the parties, to that effect that further efforts at mediation are no longer justified; or (c) notice by one or more of the parties to the mediator to the effect that further efforts at mediation are no longer justified.
- G. Step 4. Failure to resolve any grievance processed through Step 3 will result in the grievance being referred to an Arbitrator, provided written notice for the same is made by the Union President or designee with fifteen (15) calendar days (excluding Saturday, Sunday, and recognized holidays) after receipt of the decision of the Township Administrator, or after the fifteen (15) calendar day period in which the decision is due. In the event that the Union President or designee should fail to serve such written notice on the agency from which the Arbitrator is to be provided and the Township Administrator, the grievance shall be considered settled. The representatives of both parties shall, within twenty (20) calendar days after notification of a request to arbitrate, begin the selection procedures outlined below. The Township will notify the

Union of any questions of arbitrability at this time. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

1. After receipt of a request to arbitrate, the American Arbitration Association (AAA) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Either party may once reject a list prior to beginning the striking procedure and submit a request for another list from the AAA. The strike-off process must be completed within fifteen (15) days from the date the list(s) are received from the AAA. The time period described above shall begin on the date in which both parties are in receipt of the AAA list(s). An arbitration selection process not completed within the fifteen (15) calendar day period described above shall be deemed settled on the basis of the last answer given by the Township's representatives.
- H. The parties understand and agree that in making this Agreement the parties have received for its term all bargaining issues which were, or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
1. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or addendum to this Agreement nor to rule in any matter except while this Agreement is in full force and effect between the parties. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case the grievance will be denied.
  2. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing. The Ohio rules of evidence are applicable to the arbitration process.
  3. If the arbitrator upholds the grievance as set forth by the Union, and grants the remedy sought by the Union, the Township shall bear the expenses of the arbitrator. If the arbitrator denies the grievance, the Union shall bear the expenses of the arbitrator. In all other circumstances the expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by the arbitrator.
  4. The arbitrator's decision shall be final and binding on the Union, on all the Bargaining Unit Members, and on the Township.
- I. Union representation at Steps 1 and 2 of the grievance procedure shall be limited to the designated representative and the aggrieved union member. The Union President and/or Legal Counsel may accompany the grievant and the designated representative at Steps 3 and 4. By mutual agreement additional persons may be designated to attend.
- J. The Township is authorized to pay grievance settlements.

- K. By mutual written agreement of the parties, time limits as set forth in the grievance procedure may be extended.
- L. Any grievance may be initiated by the Union at Step 3 of the grievance procedure, subject to the time limits of Step 1.
- M. The grievance form as developed by the Labor Management Committee will be subject to approval by both the Union and the Township.

## **Article 19 - Labor Management Committee**

In the interest of sound relations between the Union and the Township, a joint committee of no more than six (6) members, half from Management and half from the Union, will convene from time to time to discuss subjects of mutual concern. This committee should meet no less than twice per calendar year and at any time requested with five (5) days' notice by either party. The requesting party shall submit an agenda with not more than five (5) agenda items. Items discussed at a Labor Management Committee meeting, requiring a response from either party, shall be addressed by that party within thirty (30) days of the meeting. A fifteen (15) day extension may be granted if approved by both parties.

## **Article 20 – Discipline**

- A. The tenure of every bargaining unit member shall be during good behavior and efficient service. No union member shall be disciplined except for those grounds set forth in Article 20(B).
- B. Any union member may be disciplined for just cause which includes the following infractions: incompetency; inefficiency; dishonesty; drunkenness; immoral conduct; insubordination; discourteous treatment of the public and/or coworkers; neglect of duty; absence without leave; and any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance which adversely affects the ability of the Township to provide services to the public. The Township may take this type of action while the union member is on duty, representing the Township; or off-duty representing himself/herself as an employee of the Fire & EMS Department. The union member may not be disciplined for off-duty actions that do not reflect directly on the Fire & EMS Department or do not violate any State or Federal statutory provisions.
- C. Any union member who is being disciplined shall have the option to request a union representative from an established list of representatives. The requested representative should be reasonably available (within 1 hour). This time may be extended with agreement by both the Union and Management.

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

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

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

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

F. For infractions involving suspension of one (1) tour of duty, said discipline shall be at the sole discretion of the Fire Chief or designee. For infractions involving suspension of two (2) to three (3) tours of duty, said discipline shall be at the sole discretion of the Township Administrator. Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the infraction by discussing the infraction with the union member. The Employer may issue verbal warnings or written reprimands without prior notice where the Employer feels that immediate discipline is warranted. Verbal warnings may be appealed up to and including Step Two (2). Written reprimands may be appealed through the grievance procedure up to and including Step Three (3).

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

1. At the pre-disciplinary conference, the Township Administrator shall act as a neutral hearing officer. The Township Administrator shall take evidence from both the Fire Chief or designee, and union member as to the nature of the infraction and the reasons why suspension, reduction in classification or discharge is warranted. The union member may appear at this pre-disciplinary conference with or without a chosen representative, and may, without penalty, either participate or not participate in the presentation of evidence.
2. The union member may waive a pre-disciplinary conference by filing a written waiver with the Township Administrator along with notice to contest the suspension or discharge.

3. At the pre-disciplinary conference, the union member shall have the right to call witnesses or present any other evidence the member feels is warranted for defense. In addition, the union member may cross-examine witnesses including the Fire Chief or designee. In case of an emergency (such as illness, death in the family, etc.) the union member shall be entitled to one continuance of the pre-disciplinary conference for a mutually agreeable period of time.
  4. The pre-disciplinary conference will be recorded at the request of either party.
  5. Either party may provide a written brief to the Township Administrator prior to the pre-disciplinary hearing provided the other party is also provided a copy.
  6. Within seventy-two (72) hours of the conclusion of the pre-disciplinary conference, the Township Administrator will issue a written opinion of findings and recommendations. The Township Administrator shall have the authority to suspend a union member for up to three (3) tours of duty if said suspension is the appropriate measure of discipline.
  7. If suspension of more than three (3) tours of duty, reduction in classification or discharge is recommended, the Township Administrator will transmit this recommendation to the Board of Trustees for action at the next regularly scheduled meeting or at a special meeting called for that purpose. The union member has a right to appear at the scheduled meeting of the Board of Trustees, with or without a chosen representative, to contest the recommendation of the Township Administrator. At the meeting, the Board of Trustees will review all materials and testimony submitted by the member, Fire Chief or designee, and Township Administrator, and may call such other witnesses as the Board determines necessary to make a decision.
  8. Upon review of this information, the Board of Trustees will accept, accept with modifications, reject or reject with modifications, the recommendation of the Township Administrator. The union member has a right to have this meeting held in an open or closed session pursuant to Section 121.22(G)(1) of the Ohio Revised Code.
- H. All disciplinary actions may be appealed through the Grievance procedure except as noted in Section 20(E).
- I. This Article does not apply to employees who have not completed the probationary period.
- J. When a union member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of either party.
- K. A union member who comes under investigation by management for a discipline infraction shall be notified of the investigation within five (5) calendar days. If just cause cannot be determined within forty-five (45) days once an investigation has been initiated, no action shall be taken against the union member. If additional time is required for an investigation to be concluded, an additional forty-five (45) calendar days may be allotted by mutual consent between the Fire Chief and the Union President. No internal investigation shall be maintained longer than ninety (90) calendar days. Criminal investigations are not subject to this paragraph.

- L. When disciplinary action has been taken, the said discipline shall be carried out at no longer than thirty (30) calendar days from final verdict.

## **Article 21 - Uniforms**

- A. The employer will provide uniforms and personal protective equipment clothing to the union members. Uniforms and clothing will be provided to the union member upon hire and throughout employment with Miami Township. Replacement of issued items will be on an as needed basis and paid for by the employer. Style, type, color and quantity of specific items will be determined with a dual effort of the Fire Chief and uniform committee. The following list states a minimum quantity:

4 - Polo Shirts	1 - Raincoat
4 - Uniform Pants	1 - Winter Hat
3-5 - T-Shirts	1 - Black Belt
2 - Jobshirts	1 - Workout/sleepwear shorts
1 - Station Footwear	1 - Class A uniform
1 - Ball cap (optional)	

- B. All union members must begin work in uniform in accordance with the current Dress and Grooming Operating Procedure. The uniform and all items of clothing which make up the Township issued, and accessories must be clean, neat, and orderly. Uniforms and personal protective clothing, as appropriate, shall be worn to department sanctioned training activities and on all responses, including recalls.
- C. Only footwear (shoe/boots) issued and/or approved by the department shall be worn when on duty. The department will pay an amount up to \$250 toward the cost of one pair of boots of the type approved by the Fire Chief. Replacement shoes/boots may be obtained on a biennial (every two year) basis, unless the need is sooner, as determined by the Fire Chief or designee. If the footwear is damaged or exposed to a contaminant and cannot be repaired or cleaned by an authorized shoe repair service, then the union member will be issued a new pair of shoes/boots regardless of when the shoes/boots were issued.
- D. Boot/shoe styles, other than those approved, must be approved and must be authorized by the Fire Chief. Any difference between the amount paid by the department and the actual cost of an approved substitute pair of footwear shall be paid by the individual prior to issuance. Department issue footwear shall only be worn in conjunction with department activities.
- E. Uniforms, personal protective clothing, and shoes shall be maintained in a clean presentable condition, in a manner as prescribed by the manufacturer, by the individual to whom the items are issued.
- F. To assist the union member in proper maintenance of Station and Class A uniforms, the employer will provide for dry cleaning by at least one designated dry cleaners or laundry service. If at any time the designated facility or company is changed, members will be notified by memo or e-mail advising them of the changes. The designated dry cleaners or laundry service will bill directly to

Miami Township for union member dry cleaning. It is the responsibility of the union member to drop off and pick up uniform items at one of the designated facilities. In the event the uniform items are contaminated by biohazard material, it is the union member's responsibility to package items following the approved guidelines.

1. Uniform items that are eligible for dry cleaning or laundering are defined in the Uniform, Dress and Grooming Operating Procedure.

G. All requests and orders for uniform items must be placed no later than November 15<sup>th</sup> of each calendar year, barring any unforeseen emergencies.

## **Article 22 - Vacation**

A. Union members shall earn vacation leave accruing January 1<sup>st</sup> according to the union member's number of years of service credit as follows:

After Six (6) months of service	48 hours (2 – 24 Hour Tours of Duty)
After One (1) full year of service	96 hours (4 – 24 Hour Tours of Duty)
After Three (3) full years of service	144 hours (6 – 24 Hour Tours of Duty)
After Six (6) full years of service	192 hours (8 – 24 Hour Tours of Duty)
After Twelve (12) full years of service	240 hours (10 – 24 Hour Tours of Duty)
After Twenty (20) full years of service	288 hours (12 – 24 Hour Tours of Duty)

A union member is eligible for vacation accrual as follows:

- A union member is eligible for full vacation credit (4 tours of duty) if hired on or before June 30<sup>th</sup> which is retroactive to January 1<sup>st</sup>; and a union member is eligible for half vacation credit (2 tours of duty) if hired on or after July 1<sup>st</sup>.
- A union member with previous service credit (as outlined in Section D) is eligible for full vacation leave (based on years of service shown in the chart above) if hired on or before June 30<sup>th</sup>, which is retroactive to January 1<sup>st</sup>; and a union member with previous service credit (as outlined in Section D) is eligible for half vacation leave (based on years of service shown in the chart above) if hired on or after July 1<sup>st</sup>.

B. Union members assigned to a 40-hour schedule shall earn vacation leave accruing January 1<sup>st</sup> according to the member's number of years of service credit as follows:

After Six (6) months of service	40 Hours
After One (1) full year of service	80 Hours
After Three (3) full years of service	120 Hours
After Six (6) full years of service	160 Hours
After Twelve (12) full years of service	200 Hours
After Twenty (20) full years of service	240 Hours

After completion of one (1) year of employment, a union member is eligible for vacation accrual as follows: full vacation credit eight (8) tours of duty (80 hours) if hired on or before June 30<sup>th</sup> which is retroactive to January 1<sup>st</sup>; and, half vacation credit four (4) tours of duty (40 hours) if hired on or after July 1<sup>st</sup>.

- C. Vacation credit accrues while on vacation and sick leave.
- D. For this Article, service credit means the time in the full-time service of Miami Township, public and private, and includes all prior full-time service time with another political subdivision of the State of Ohio. Service credit shall not accrue during periods of suspension or of layoffs lasting longer than one (1) year. A union member who has prior full-time service time with a political subdivision in the State of Ohio shall receive service credit towards vacation entitlement for all such service time. A union member with prior service does not receive credit for the service until completion of the probationary period.
- E. The vacation calendar shall be from January 1<sup>st</sup> through December 31<sup>st</sup>. From November 15<sup>th</sup> to November 30<sup>th</sup> of the current year, each union member can submit vacation requests for the following year. Vacation time requests shall be processed by seniority. A vacation schedule will be posted by December 15<sup>th</sup> to allow for rescheduling of denied time. If a member does not submit their preferred vacation time within the designated period set by management, the employer deserves the right to assign the member's vacation time based on operational needs and schedule availability.
- F. After the vacation list has been posted, any remaining vacation time that a union member has not scheduled, shall be scheduled on a first application basis and seniority rights shall not prevail.
- G. Generally, vacation leave shall be taken by a union member during the year in which it was accrued. A union member may carry over up to forty-eight (48) hours of annual accrual, but only one (1) succeeding year.
- H. A union member may request up to two (2) shifts additional vacation without pay. The granting of such requests is solely within the Township's discretion.
- I. Vacation leave that is not used, scheduled for use in the current calendar year, or able to be carried over to the next year by December 1<sup>st</sup> in the year of accrual, shall be paid out to the union member on the check for the first full pay period of December, up to a maximum of ninety-six (96) hours.
- J. Vacation may be taken in increments of no less than four (4) hours.
- K. A union member who sustains an off-duty injury or significant illness at a time when they have prior pre-approved vacation leave scheduled may submit a request to have that vacation leave changed to sick leave. The basis for the request should include an extended recovery time that will prohibit the union member from participating in pre-approved vacation leave activity. An accompanying note from a physician indicating the period the union member must be off work, and citing the activity restrictions, shall be on file. In the event the illness or injury does not



prevent the union member from participating in the activity for which vacation leave was requested, the member shall not request conversion of vacation leave to sick leave.

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

## **Article 23 – Holidays**

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

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day Juneteenth  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving (Columbus Day)  
Christmas Day

- B. Any union member working New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas is entitled to two and a half times (2.5) the member's normal rate. There will be no overtime calculation for these days. All union members working these days shall be paid at two and a half times (2.5) the member's normal rate.
- C. Any union member working the member's regularly assigned shift on Martin Luther King Day, President's Day, Juneteenth Holiday, Veteran's Day, or Day After Thanksgiving (Columbus Day) are entitled to one and a half time (1.5) the member's normal hourly rate. Any union member working an overtime shift on Martin Luther King Day, President's Day, Juneteenth Holiday, Veteran's Day, or Day After Thanksgiving (Columbus Day) are entitled to two and a quarter times (2.25) the member's normal hourly rate. There will be no additional overtime calculation for these days.
- D. Union members not scheduled to work on a holiday listed in section A shall receive, as holiday pay, twelve (12) hours pay at the member's normal hourly rate, unless the member is on an unpaid leave of absence or a disciplinary suspension when the holiday is observed.

- E. 40-hour personnel shall be entitled to the day off with pay for any holidays that coincide with the member's regularly scheduled shift. If the holiday falls on a Saturday, 40-hour personnel shall have Friday off with pay. If the holiday falls on a Sunday, 40-hour personnel shall have Monday off with pay.

## **Article 24 - Training and Education**

- A. The Township and the Union recognize the benefits of continued education and training for professional growth and development. Union members are encouraged to pursue knowledge and participate in formal education efforts. In order to assist the members with tuition assistance, the Township will provide \$20,000 in available funds each year to be administered as follows:
1. The union member will submit a written request to the Fire Chief or designee and the Township Administrator prior to the start of the course for which reimbursement is sought. Requests for reimbursement will not be unreasonably denied, upon proof of successful completion of the course(s). Training requests will be reviewed and a decision will be made Administration and designees on the request. Approval or denial status shall be sent back to the union member within thirty (30) days from the time the request was submitted.
  2. The course work must be directly related to the Fire Science or Emergency Medical Field or be a required course leading to an Associate's and/or Bachelor's degree in the following fields: Fire Prevention, Emergency Management, Homeland Security, Disaster Response, Mobile Integrated Healthcare/Community Paramedicine, Arson Investigation, Fire Protection Engineering, Occupational Safety & Health with a concentration on Fire, EMS Management, Organizational Leadership, Public Administration, or a formal degree approved in writing by the Fire Chief prior to enrollment. To be eligible for reimbursement under this section, the college or university must be accredited by an accrediting agency or association recognized by the U.S. Department of Education or the Council of Higher Education Accreditation (CHEA).
  3. The union member will pay all initial fees, including books and will submit proof of attendance or completion except as noted in Paragraph C of this section. The union member must maintain a minimum of a 3.0/B grade point average on a 4.0/A grading scale where applicable. In the event of a pass/fail grading system, the union member must maintain a passing grade.
  4. To qualify for tuition reimbursement, union members must have completed one (1) year of full-time service with Miami Township.

- B. Reimbursement shall be paid in November of each year for all members that enroll in a college or university after January 1, 2019. The maximum reimbursement is limited to the in-state tuition charged by the University of Cincinnati Main Campus as of December 1st of each year.

Reimbursement shall be based on the availability of allocated funds as follows:

100% for an A grade

80% for a B grade

60% for a C grade

The amount of reimbursement shall be prorated and determined by the number of union members participating and the amount of coursework approved and completed each year. Requests for reimbursement must be submitted to the Fire Chief or designee, in writing by September 30<sup>th</sup> each year and should include an official transcript from the college or university where the coursework was completed.

- C. Upon proof of such expense and completion of the course(s) as described in Paragraph A, the Township will reimburse the union member the cost or rental cost of the books for each course.
- D. Members, upon completion of an approved college course, shall submit the college course final grade to the Deputy Chief(s). The Deputy Chief(s) will process the final grade and forward the "College Reimbursement Form" for reimbursement to take place according to Paragraph B of this section.
- E. In the event a member resigns, the Township, with discretion, may require the member to reimburse the Township for the cost of each class the member received reimbursement for based on the following schedule:
1. Less than one year from the time the class was submitted for reimbursement = Full amount of the total reimbursed to the member for each class taken.
  2. One year to less than two years from the time the class was submitted for reimbursement = 2/3 the amount of the total reimbursed to the member for each class taken.
  3. Two years to less than three years from the time the class was submitted for reimbursement = 1/3 the amount of the total reimbursed to the member for that class.
- F. The Township will pay for all courses as required by the Township and/or the State of Ohio as a requisite to maintain a professional license or certificate or to maintain or advance in employment. These courses are either prepaid or reimbursed at one hundred percent (100 %). Union members may have a workweek amended to accommodate attendance at such classes at the discretion of the Fire Chief. For purposes of this section, hours required will not exceed the normal workweek as defined in this Agreement.

## **Article 25 – Work-Related Legal Appearance**

Each union member required to appear in court resulting from duties or to give affidavits, make statements to Police or other investigators, observe line-ups or engage in any other type of legal appearance pertaining to employment with the Township, on other than regularly scheduled tour of duty shall be compensated at the appropriate hourly rate.

## **Article 26 - Voting Procedure**

Each union member who is a registered voter and who is scheduled on short notice and assigned a tour of duty on Election Day, who makes an honest effort to vote and is prevented from voting by circumstances beyond the member's control, shall be granted reasonable time off with pay, upon request, to exercise the member's right to vote.

## **Article 27 - Local 3768 Activities**

- A. Negotiating Committee: The Union shall advise the Township of the name of its negotiators, not to exceed three (3). A maximum of three (3) such representatives shall be paid the member's normal hourly wage while on duty for time spent in negotiating sessions.
- B. Labor Management Committee: A maximum of three (3) Local 3768 members shall be paid the member's appropriate wage while on duty for time spent in Labor Management Committee sessions as described in Article 19 of this Agreement.
- C. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Fire Chief three (3) weeks in advance of scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.
- D. The Executive Board or designees shall be given eight (8) shifts of paid leave for union activity. A shift shall be defined as a twenty-four (24) hour period. In the event that a forty (40) hour union member serves on the executive board, that member's paid leave shall be calculated in hours to determine how many shifts were used.
- E. Any statement made by a Bargaining Unit member to a Union representative shall be considered confidential.

## **Article 28 - Reserved**

## **Article 29 - Calamity Time**

- A. Overview of Calamity Time:
  - 1. Calamity Time shall be accrued to a maximum of forty-eight (48) hours per member. Once a Union member accumulates the maximum amount of forty-eight (48) hours of Calamity Time, overtime (OT) hours will be compensated with OT pay, as per Article 16, Section D of the Collective Bargaining Agreement (CBA).
  - 2. Calamity Time may be rolled over from one calendar year to the next, up to a maximum of forty-eight (48) hours.

3. Hours transferred into an employee's Calamity Time Bank will be retroactive to the date the request was actually submitted into the payroll system. The request will be processed on the next payroll period.
4. The transfer of Calamity Time hours shall be done prior to any request to use Calamity Time.

B. Calamity Time can be accrued by either of the following methods:

1. Overtime – Union members may elect to transfer all, or part of regular OT hours worked into the member's Calamity Time Bank, in lieu of OT pay as long as the hours are whole hours. OT hours banked as Calamity Time:
  - a. Shall be compensated at a rate of one and one-half (1-1/2) hours of time for each one (1) hour of OT worked.
2. Personal Time – Union members may elect to transfer up to forty-eight (48) of accrued Personal Time into the member's Calamity Time Bank. Personal Time transferred to Calamity Time shall be compensated at a rate of one (1) hour of time accrued for each one (1) hour of time transferred.
  - a. Union members may elect to return Personal Time that was put into the member's Calamity Time bank back into the member's Personal Time bank by sending a written notification to the Fire Chief or designee.

C. Authorized uses of Calamity Time hours shall only include the unexpected, immediate, or emergent need for coverage (i.e. abrupt babysitter issues, car trouble, household emergency, travel delays, funerals (not covered in CBA), etc.) or urgent incidents that fall outside of the criteria found in Article 10 or Article 22 of the current CBA.

1. Any Calamity Time usage will affect the member's accrual of a Personal Day in the same manner as using a Sick Day as specified in CBA Article 10 (G).

D. Approval of Calamity Time usage will be by the Fire Chief or designee as permitted by the Township Administrator. A Union member will be required to submit documentation and/or proof of why Calamity Time was used.

1. In lieu of formal documentation, the member may opt to either author a brief synopsis of the events/conditions that originated the use of Calamity Time and forward the document via email or provide details in the "Remarks" section of the electronic form of the department's current Scheduling Program. Either is acceptable, should formal documentation and/or proof be unobtainable.

E. Any Calamity Time that is not used, moved back into the Personal Time Bank, or rolled over from one calendar year to the next year by December 1<sup>st</sup> in the year of accrual, shall be paid out to the union member on the check for the first full pay period in December, up to a maximum of forty-eight (48) hours. It is the responsibility of the member to notify the Scheduling Officer as to the amount of Calamity hours to be paid.

1. Should a union member retire or sever employment with Miami Township, the member will be paid for all unused Calamity Time presently due at the member's current hourly rate. Calamity Time will be paid hour-for-hour at the member's current regular hourly rate.
- F. If a Union member does not have banked Calamity hours, time-off for calamity issues will be taken as "Leave of Absence Without Pay" in accordance with CBA Article 14. In the instance that Calamity Time is needed, Article 14 B & 14 C do not apply.
1. Any OT hours worked within the same pay period will be calculated at the employee's regular hourly rate to offset the shortage, until the employee's normal number of previously scheduled "regular rate" hours has been restored. The remainder of extra hours worked shall be paid at the employee's appropriate OT rate.

## **Article 30 - Emergency Waiver**

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

## **Article 31 - Severability Clause**

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

## **Article 32 - Benefits to be Paid Upon Termination**

- A. Accrued Vacation Upon Retirement, Resignation or Death: A union member who voluntarily resigns with two (2) weeks' notice, or dies, shall be paid for vacation credit earned in the previous year, but not taken, and for vacation credit earned in the present year.
- B. Sick Leave Conversion: Upon the death or retirement of a union member with ten (10) or more years of service shall be paid for fifty percent (50%) of the value of accrued but unused sick leave, up to a maximum payment of three hundred and sixty (360) hours.
- C. Payments of Benefits: Benefits paid in accordance to the above clauses shall be paid in a lump sum on the union member's final check at the member's final rate of pay.

## Article 33 – Wages

The following hourly pay ranges are established for certain uniformed members of the Department within the service of the Township. All pay rate changes are effective beginning the first full pay period after January 1 of the new contract year.

2025	Probation	FF/Medic Year 1	FF/Medic Year 2	FF/Medic Year 3	FF/Medic Year 4	FF/Medic Year 5	FF/EMT	Lieutenant	Battalion Chief
Annual	\$68,319.45	\$73,259.92	\$77,310.48	\$80,010.86	\$83,938.68	\$88,357.49	\$58,801.81	\$97,440.58	\$107,184.64
Hourly	\$27.37	\$29.35	\$30.97	\$32.06	\$33.63	\$35.40	\$23.56	\$39.04	\$42.94

2026	Probation	FF/Medic Year 1	FF/Medic Year 2	FF/Medic Year 3	FF/Medic Year 4	FF/Medic Year 5	FF/EMT	Lieutenant	Battalion Chief
Annual	\$71,052.22	\$76,190.31	\$80,402.90	\$83,211.30	\$87,296.23	\$91,891.79	\$61,153.88	\$101,338.20	\$111,472.03
Hourly	\$28.47	\$30.52	\$32.21	\$33.34	\$34.97	\$36.82	\$24.50	\$40.60	\$44.66

2027	Probation	FF/Medic Year 1	FF/Medic Year 2	FF/Medic Year 3	FF/Medic Year 4	FF/Medic Year 5	FF/EMT	Lieutenant	Battalion Chief
Annual	\$73,894.31	\$79,237.93	\$83,619.02	\$86,539.75	\$90,788.08	\$95,567.46	\$63,600.03	\$105,391.73	\$115,930.91
Hourly	\$29.61	\$31.75	\$33.50	\$34.67	\$36.37	\$38.29	\$25.48	\$42.22	\$46.45

The hourly rate of any union member whose standard hours of work consists of forty (40) hours in a workweek shall be determined by dividing the union member's annual salary by two thousand eighty (2080).

### A. FF/EMT

1. The certification level of a FF/EMT shall not be eligible for promotion within the Fire and EMS Department.

### B. Administrative On-Call Pay

1. Battalion Chiefs assigned to on-call duty shall receive a flat rate compensation of \$100 per 24-hour shift and while on-call, regardless of whether they are called to an incident or need to function in an administrative capacity.
2. Whenever the Battalion Chief is required to make a response or act in an administrative capacity, the member will be compensated at the applicable overtime rate for the actual time worked during the period the member is required to perform these duties.

C. Salary Adjustment

1. The salary of each union member shall be adjusted on the first pay period of the contract year. For the purposes of this Article, January 1st of the year of hire (as noted by the Seniority list from Article 7) shall be the anniversary date for each member regardless of actual start date.
2. The Township shall review annually each member's salary for the purposes of determining which members shall be entitled to a step increase.

D. Even Pay Distribution

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

## **Article 34 – Probation Periods**

- A. Every newly hired employee will be required to successfully complete a probationary period. The probation period for new employees shall begin on the first day for which the employee received compensation from the Township and shall continue for a period of twelve (12) months.
- B. Any union member promoted into a higher-level position shall be required to successfully complete a probationary period of twelve (12) months. Any union member serving a promotional probationary period whose performance is unsatisfactory shall be returned to the member's former position.
- C. The Township may extend a union member's probationary period if deemed necessary. Any extension must be communicated in writing to the member.

## **Article 35 - Drug / Alcohol Testing**

A. Purpose of Drug / Alcohol Testing Program:

1. The Township has a legal responsibility and management obligation to ensure a safe working environment, as well as a paramount interest in protecting the public by ensuring that its union members have the physical stamina and emotional stability to perform assigned duties. A requirement for employment must be a member who is free from drug/alcohol dependence or illegal drug use.
2. A reasonable drug/alcohol testing program must establish a balance between the rights of the union member and compelling governmental interest in maintaining a workplace free of illegal drugs. Liability could be found against the Township and the member if we fail to address ourselves with diligence to ensure that members can perform department duties without endangering themselves or the public.



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

B. Definitions:

1. Drug Test - A urinalysis test administered under approved conditions and procedures to detect drugs by a laboratory certified in accordance with Department of Health and Human Services rules and regulations.
2. Alcohol Test - A blood sample or urine sample taken at either a hospital or accredited testing laboratory.
3. Evidential Breath Test (EBT) - A procedure that measures the amount of alcohol in a person's breath to determine intoxication in accordance with the U.S. Department of Transportation.
4. Reasonable Suspicion - An apparent state of facts and/or circumstances found to exist upon inquiry by the Fire Chief or designee, which would warrant a reasonable, prudent person to believe the member was under the influence of drugs/narcotics and/or alcohol.
5. Positive Test Results - A test performed: (i) on a blood specimen provided by the member measuring an alcohol concentration by weight in such specimen which exceeds the legal limit as set by the state of Ohio; (ii) a urine specimen provided by the member measuring a concentration of fourteen thousandths of one gram or more by weight of alcohol per one hundred milliliters of the member's urine; (iii) a urine specimen provided by the member detecting any amount of a drug (any controlled substance listed on Schedule I-V of 21 C.F.R. 1308); (iv) a breath analyzation of a member measuring an alcohol content which exceeds the legal limit as set by the State of Ohio.

C. General Rules:

1. Union members shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutorily defined illegal use of drugs by a union member, whether on or off duty, is prohibited. Union members are prohibited from consuming or possessing alcohol at any time during or less than 8 hours prior to the beginning of a tour of duty, or anywhere on Township property, including buildings, property, or vehicles.
2. All property belonging to the Township, including the entire premises of the Safety Services Buildings is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, Township owned vehicles, desks and files.

3. Failure of any union member to comply with the intent or provisions of this Article are grounds for disciplinary action, including dismissal, or other action deemed appropriate by the Township Administrator. Refusal by a union member to take a required test, i.e.; a test that is ordered based upon reasonable suspicion as defined in paragraph (B. 3) above, or under circumstances described in paragraphs (D. 1 & D. 2) below, or follow this Article in the Collective Bargaining Agreement, will result in immediate relief from duty pending disposition of any administrative personnel action. A refusal occurs if the union member fails to agree to submit to required drug test within one (1) hour of receiving the order.

D. Drug Testing/Urinalysis And Alcohol Testing:

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

2. In the event that a union member is required to submit to a drug or alcohol test, the following guidelines should be observed:
  - a. The union member shall be granted enough time to change from uniform to civilian clothing.
  - b. The union member will be tested at a designated site or transported to the designated testing center by a supervisor.
  - c. The union member may request that a department union member be present for transportation and testing. The requested union member should be reasonably available (within 1 hour). A pre-appointed list of union members will be established for this purpose by the union. If possible, a member from the established list off duty should be utilized. Any union member asked to perform this duty will be compensated by the employer at the member's regular rate for actual time, not to be less than two hours. In the event this cannot be accomplished, an on-duty union member who is reasonably available can be utilized if the member in question chooses to use a representative.
  - d. A controlled test will be conducted by personnel of the testing site. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatograph/ mass spectrometry full scan test. The procedures used by the Employer and the testing laboratory shall include an evidentiary chain of custody.
  - e. All urine or blood samples will be properly labeled, sealed and turned over to the site personnel by the union member. The specimen will be divided properly by the designated test center or laboratory designated by the test center.

#### E. Test Results

1. The results of all testing shall be delivered to the Employer and the tested union member. A union member whose confirmatory results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test was obtained using the approved protocol methods. A representative for the Bargaining Unit shall have access to the results upon request to the Employer, with the union member's consent.
  - a. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.
  - b. After the testing required above has produced a positive result, the union member shall be permitted in any rehabilitation or detoxification program covered by insurance, or of the member's choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the union member within a reasonable period. A union member who participates in a

rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the union member is no longer abusing a controlled substance, the member shall be returned to the member's former position. Such union member may be subject to random testing upon return to work for a period of two (2) years from the date of return to work. Any union member in a rehabilitation or detoxification program in accordance to this Article will not lose any seniority or benefits, should it be necessary for the member to be placed on medical leave of absence with/without pay, for a period not to exceed twelve (12) weeks.

- c. If the union member refuses to undergo rehabilitation or detoxification or if the tests are positive during a re-testing after return to work from such program, the member shall be subject to disciplinary action, including removal from the member's position and termination of employment.
2. Costs of all drug tests and confirmatory tests shall be borne by the Employer except that any tests initiated at the request of the union member shall be at the member's expense.
3. Any union member may voluntarily present themselves as an alcohol abuser or a person with tendencies toward drug abuse and volunteer for rehabilitation or detoxification or any other relevant / applicable employee assistance without fear of punitive action.
4. The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any union member more than once.

## **Article 36 – Compulsory Certification**

- A. The Township may require a member to obtain the following Ohio state-recognized certifications if not currently possessed as a condition of hiring or continued employment:
  1. Paramedic
  2. Firefighter II
- B. The notification shall be submitted to the member in writing with a signed acknowledgment of receipt, and a copy shall be placed in the member's personnel file and provided to the member.
- C. Enrollment in a state-recognized certification program is required within two educational periods. For example, if the request is made during the fall semester, the member must enroll in a program starting by the summer semester.
- D. Following the successful completion of the program, the member shall have a minimum of six (6) months from the course completion date to obtain the respective state-issued certification.
- E. The Fire Chief or his/her designee shall have the discretion to extend the timeframes listed in this article.

- F. Failure to enroll in or complete the certification program or obtain the state-issued certification may result in dismissal at the discretion of the Fire Chief or designee.
- G. Members shall be paid at their regular hourly rate for hours spent during a regularly scheduled shift while commuting to and from class and attending class.
- H. Members may only have one (1) concurrent compulsory certification requirement.

## **Article 37 – Death of a Bargaining Unit Member**

- A. In the event of death of a current union member, any pay and severance payment to which the member would have been entitled shall be paid directly to the designated beneficiary of the member's life insurance policy, or according to law if no beneficiary is named. Payment shall be made within thirty days after notification to the Township of the death of the union member.
- B. If the deceased union member's family requests a formal funeral, the Employer will provide a complete Class "A" uniform and the member's department issued helmet. In the event that the deceased member's helmet is not available, the Employer will provide a helmet.
- C. In the event of a line of duty death of a current union member, the Township agrees to pay the actual reasonable funeral expenses of the funeral up to \$10,000. A line of duty death of a union member shall be defined as a death which occurs in the fire service while on duty, or at an emergency scene.

## **Article 38 – Retirement**

- A. Union members approaching full service retirement or receiving a medical retirement with ten (10) or more years of service shall be presented with the Class "A" badge, Class "A" name plate, fire helmet worn during service to the community, and department patch suitably encased for presentation. The expense for encasing such items shall be the responsibility of the Union.
- B. Union members retiring with a full-service retirement may retain one complete set of Class "A" uniforms. The Fire Chief may allow a union member who is receiving a medical retirement to retain one complete set of Class "A" uniforms.
- C. When the union member determines a retirement date, the member will be afforded the opportunity to receive an annual physical evaluation, if the member has not already been provided one in that calendar year. This will be conducted in the same manner as provided for in Article 15. The union member can waive the right to receive an annual physical evaluation by notifying the Fire Chief in writing.

## **Article 39 – Insurance**

- A. The employer shall make available to all union members a group hospitalization, major medical and dental insurance plans. The employer shall pay the monthly premiums and deductibles for members, regardless of the type of insurance chosen up to a maximum of \$410.00 per month premium cost for each member covered. Should the cost exceed \$410.00 per month, the employer shall pay the base \$410.00 per month plus 75% of the excess premium and deductibles cost above \$410.00 per month. The union member shall pay the remaining 25% of the premium and deductibles cost above \$410.00 per month. If the insurance premium and deductibles cost is above the base \$410.00 per month, the member's portion of this additional cost shall be deducted from the member's bi-weekly wages without additional authorization from the member.
  - 1. The employer may choose to implement a high deductible plan in which the employer agrees to pay the 75% of deductibles of eligible medical expenses. The union member is responsible for the next 25% of deductibles for eligible medical expenses. Once the annual deductible amount is met, the plan is responsible for 100% of all eligible expenses.
- B. The choice of insurance carrier(s) shall be solely within the discretion of the employer, so long as any change in carriers does not impair the union member's rights with respect to general coverage conditions.
  - 1. Any proposed changes in insurance will be discussed with a Joint Insurance Committee consisting of members from each Township department, including two members of the Union. The employer shall provide to the Union a copy of the insurance policy.
- C. In lieu of Professional Liability Insurance, the employer agrees to Indemnify and defend any union member from actions arising out of the lawful performance of the member's official duties as required by Section 2744.07 of the Ohio Revised code.
- D. The employer shall provide life insurance insuring the life of each covered union member and providing a death benefit in an amount of \$25,000 per member along with Accidental Death and Dismemberment coverage in an amount of \$25,000. This shall be at the sole cost of the employer. The union member may individually purchase additional life insurance up to a maximum set by the insurance company. This additional insurance would be automatically deducted from the union member's bi-weekly wages.

## **Article 40 - Duration**

- A. This Agreement shall be effective upon the date of execution by the parties and shall remain in full force and effect until December 31, 2027, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such motions shall be by email or regular mail. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

- C. During the duration of this Agreement the parties, through mutual written consent, may reopen agreed upon articles for amendment. All amendments must receive the signatures of the authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties have hereunto signed by their authorized representatives  
this 17<sup>th</sup> day of December, 2024.

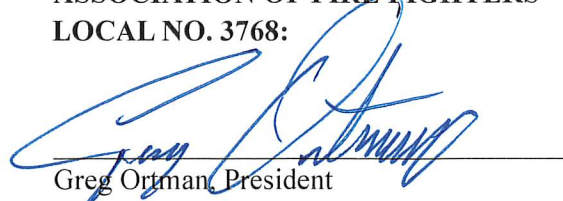
**FOR MIAMI TOWNSHIP,  
CLERMONT COUNTY,  
BOARD OF TRUSTEES:**

  
Mary Makley Wolff, Chairperson

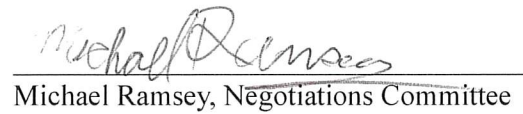
  
Mark Shulte, Trustee

  
Ken Tracy, Trustee

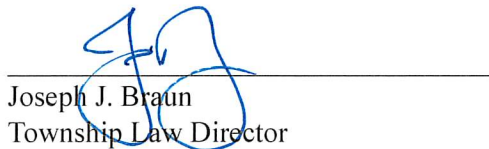
**FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 3768:**

  
Greg Ortman, President

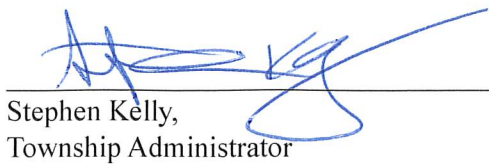
  
Jason Burbrink, Vice President

  
Michael Ramsey, Negotiations Committee

Approved as to Form:

  
Joseph J. Braun  
Township Law Director

Approved as to Content:

  
Stephen Kelly,  
Township Administrator

**Approval**

Approval authorized by Board of Trustees  
on December 17, 2024