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COLLECTIVE BARGAINING AGREEMENT 2017-2020

BEAVERCREEK TOWNSHIP
&
BEAVERCREEK PROFESSIONAL FIREFIGHTERS
I.A.F.F. LOCAL 2857



Version History

- 1.0 Board approved and Union ratified
- 1.1 Corrected time period in 35.3.2.1



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I. CONTRACT ADMINISTRATION

Article 01 PREAMBLE

This agreement is entered into between the Beaver Creek Township Trustees (Employer or Management) and the Beaver Creek Professional Firefighters members of I.A.F.F. Local 2857 (Employee or Union). Any reference to he, his, or him includes she, her, or hers. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union.

The Employer and the Union will use their best efforts to serve the residents of Beaver Creek and the public in general, to assure service of the highest quality and efficiency and to do so with courtesy and mutual respect.

Article 02 DURATION OF AGREEMENT

This agreement will be effective retroactively from July 1, 2017 and will remain in effect through June 30, 2020 (the expiration date).

This agreement will automatically be renewed from year to year thereafter, unless either party notifies the other in writing that it desires to modify the agreement, at least 90 days prior to the anniversary date. This Agreement will continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

This agreement may be reopened at any time based upon mutual consent from both parties.

Article 03 AGREEMENT COMPLETE

03.1 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, fringe benefits and working conditions, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

03.2 Amendments and Past Practices

This Agreement, including any documents incorporated in it, is complete in writing. This Agreement does not operate to include, nor does it obligate the Employer to continue in effect, any working condition and benefit including previous sidebar agreements, which are not covered or contained in or re-executed as part of this Agreement.

03.3 Modification of Agreement

The express provisions of this agreement may be changed only by mutual agreement between the parties. Negotiated changes will be reduced to writing, dated, and signed by the parties to this Agreement. Neither party will attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from resolutions.

Article 04 RECOGNITION

04.1 Bargaining Unit Recognition

The employer recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the Fire Department recognized under the Ohio Revised Code (O.R.C.) Chapter 4117 including: Firefighters, Lieutenants, Captains, and Fire Prevention Specialist.

04.2 Bargaining Unit Exclusion

Excluded from the bargaining unit are: the Fire Chief, Deputy Chief(s), clerical employees, and all other employees excluded in Ohio Revised Code (O.R.C.) Chapter 4117.

04.3 Bargaining Unit Rights

The Union has sole exclusive bargaining rights under this agreement with respect to those mandatory subjects of bargaining as defined under O.R.C. Chapter 4117. Either party may request mediation in the event the parties are unable to reach agreement on a successor labor-management agreement. It is understood by the Employer and the Union that mediation is nonbinding.

04.4 Township Bargaining Agent

The Union recognizes the Township Administrator as the sole and exclusive bargaining agent for the Township. In the event the Township Administrator position is vacant, the Fire Chief will be recognized as the sole and exclusive bargaining agent for the Township until the Township Administrator position is filled.

Article 05 SAVINGS CLAUSE

If any provisions of this agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions or parts of this agreement will remain in full force and effect.

Article 06 SUCCESSORS

If the City of Beavercreek takes over the operation of its own fire service, annexes all or part of the unincorporated area of the Township, or if the unincorporated areas form or become part of another municipal corporation, it is intended that this agreement will become binding upon the City of Beavercreek or such other municipal corporation.

Article 07 LABOR MANAGEMENT

The Labor Management Committee will meet monthly to discuss matters of mutual concern, at mutually agreeable times. Each has the authority to make recommendations to the other.

The Union team will consist of the Union President and three members appointed by the Union for contract negotiations and to manage the contract for its duration.

The Township team will consist of the Township Administrator, Human Resources Manager, Fire Chief and a Deputy Chief appointed for contract negotiations and to manage the contract for its duration.

Both teams will attempt to maintain the same membership for the duration of the contract, but may appoint substitutes if necessary.

Article 08 UNION BUSINESS

08.1 Union Leave

The Employer will grant the leave for a maximum total of 240-hours per calendar year (Union Leave) to attend union functions including special meetings, conventions, seminars, conferences, and activities related to the union without loss of pay. The Union will be permitted to carry over a maximum of 120 hours of Union Leave to the following year. A maximum of two (2) members may be granted union leave at any one time. The time used will be tracked by the Union and the Fire Department.

Union Leave will be requested at least one (1) shift prior to the scheduled time off, unless otherwise approved by the Fire Chief or his designee. This leave will not create overtime during the course of regular scheduling. Overtime created by unforeseen circumstances will not be cause for this leave to be cancelled.

08.2 Union Activity

There will be no discrimination, interference, restraint, or coercion by the Employer against any Employee for their activity on behalf of, or membership in the Union as long as their activity does not adversely affect their ability or interfere with the performance of their job functions.

08.3 Elections

The Beavercreek Township Trustees agree to permit the Beavercreek Professional Fire Fighters Local 2857 to provide ballot boxes in strategic locations within the fire stations to conduct union business. The use of ballot boxes will not interfere with Fire Department operations.

08.4 Workers' Compensation Representative

The Union's Workers' Compensation representative will be permitted time away from their regular duty assignment to represent Fire Department personnel in Workers' Compensation matters. The employer will pay the time the representative spends away from work as Union Leave and will be scheduled in accordance with Section 08.1.

The Union's Workers' Comp representative will not be required to represent non-union personnel. The Union Workers' Compensation representative will only support and testify for the Employee or the Union regarding a workers' compensation claim.

08.5 Dues Check-off

08.5.1 Paycheck Withdraw

Upon presentation of a written deduction authorization, signed by an employee, the Township agrees to deduct the dues, initiation fees, and assessments of members of the Union from the available wages earned by such employee each pay period and to transmit the same to the Union Treasurer each month. This authorization will terminate immediately following the Township's receipt of such Employee's written notice to cancel the deduction of the Union dues from such employee's paycheck, in the event the employee is no longer eligible to be a member of the bargaining unit.

08.5.2 Union Certification

The Union will certify the amount to be deducted from each employee's Paycheck under **Section 08.5.1** and the Township will be entitled to rely upon the accuracy of such certification and will not be liable to any employee by reason of any error in such certification. The Union must indemnify and save harmless the Township from and against any claim or demand brought or asserted by any employee by reason of the Township deducting from such employee's paycheck the amount certified by the Union under the provisions of this Article.

08.5.3 Union Security

It will be a continuing condition of employment that all bargaining unit employees:

- 1) will become and remain members in good standing of the union, or
- 2) pay a service fee.

Within 5 days of an employee becoming eligible to be part of the bargaining unit, the employee will exercise one of the choices above.

The union dues and service fees will be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the employer at least 14 days prior to the effective date of the change, which will be the first full pay period following July of each year.

Article 09 NO STRIKE-NO LOCKOUT

09.1 No Strike

There will be no strikes of any kind against the Employer, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any concerted activity or attempted concerted activity, which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, authorize, participate in, or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the Employer with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it will have no financial liability for any such violation.

The Employer will have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section, including reduction of seniority. Employees so disciplined will have recourse to the grievance and arbitration procedure, but the discipline imposed will not be overturned unless the employee is found innocent of any violation of this Section, and the arbitrator will have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

If the Employer claims a violation of this Section, written or telegraphic notice will be given to the Union. The Employer may request the American Arbitration Association to appoint, without the submission to either party of a list, an arbitrator to hear and decide the claim on an emergency basis. The hearing will be held within 48 hours of the request to that Association, or as soon after that as possible. The parties may not file and the arbitrator will not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator must rule from the bench, and if they find that this Section has been violated, they must immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator must have the authority to continue the hearing with respect to the issue of damages, and to request post-hearing briefs on that issue.

The Employer has the burden of proof at all times to show that an employee participated in a violation of this Section or that the Union violated its obligations.

09.2 No Lockout

The Employer will not lockout the employees during the term of this Agreement. If the Union claims a violation of this Section, written or telegraphic notice will be given to the Employer. The Union may request the American Arbitration Association to appoint, without the submission to either party a list, an arbitrator to hear and decide the claim on an emergency basis. The hearing will be held within 48 hours of the request to that Association, or as soon after that as possible. The parties may not file and the arbitrator will not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator must rule from the bench, and if they find that this Section has been violated, they must immediately issue an award prohibiting continuation or resumption of the lockout. The arbitrator must have the authority to continue the hearing with respect to the issue of damages

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including but not limited to wages, attorney fees and fringe benefits, and to request post-hearing briefs on that issue.

Article 10 MANAGEMENT'S RIGHTS

The Employer and the Union agree that only the express, written terms of this Agreement bind the Employer. Except as provided in this Agreement, the Employer has sole discretion to make decisions and changes in operations. Any arbitrators used by the Employer or the Union under this Agreement must give full force and effect to this section. Management's rights include, but are not limited to, the right to:

- 1)** Manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- 2)** Determine the department's goals, objectives, programs and services, contract or merged services, and to utilize personnel in the manner designed to effectively meet these purposes;
- 3)** Determine the size and composition of the workforce in the Employer's organizational structure;
- 4)** Determine the hours of work and work schedules required to most efficiently operate;
- 5)** Determine whether a job vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- 6)** Determine the necessity to schedule overtime and the amount required thereof;
- 7)** Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of a lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
- 8)** Determine the adequacy of the workforce;
- 9)** Maintain the security of records and other important information;
- 10)** Determine the overall budget;
- 11)** Maintain and improve the efficiency and effectiveness of the employer's operations;
- 12)** Determine and implement necessary actions in emergency situations, if so declared by the Executive Branch of the State of Ohio, or the Executive Branch of the United States government.

The Employer will have the right to, in connection with its function of maintaining discipline and directing the workforce, publish and amend Rules of Conduct and department policy. The Union will receive a modification to work rules at least 3 days before their effective date except in emergency situations.

The Employer will not be deemed to have waived, lost or in any other way restricted its rights on account of its failure to exercise any of its management rights or its failure to exercise those rights in a particular way.

Article 11 GRIEVANCE PROCEDURE

11.1 Union Grievance

Grievances or disputes that may arise, including the interpretation of this agreement, will be settled exclusively in the following manner. The parties will cooperate to expedite the handling of all grievances promptly, but will take no longer than the following periods of time, unless the Union representatives and the Management representative involved specifically agree in a particular case to a longer time period.

Employees are entitled to Union or Legal representation through-out the grievance process. If an employee chooses to waive their representation, they will do so in writing to the Union and Management.

The grievant, or in the case of a class-action grievance one of the harmed employees, will be present at each step of the grievance process. Employee grievances will be handled as follows:

11.1.1 Oral Resolution

Prior to filing a written grievance in accordance with **Section 11.1.2.1**), the grievant will attempt to resolve the grievance orally. The oral grievance must be presented in person at a time mutually agreed upon by both parties. The oral resolution process may be abbreviated or eliminated upon mutual agreement between the Union and Management. The oral resolution will proceed as follows:

- 1) The grievant will orally notify their immediate supervisor of the grievance no later than 7 calendar days after the grievable incident occurs or is discovered. The immediate supervisor will attempt to correct the grievance, and will immediately notify the grievant of their decision.
- 2) If the grievance is not settled at 1), the grievant may appeal their supervisor's decision to the shift supervisor within 3 calendar days of their immediate supervisor's decision. The shift supervisor will attempt to correct the grievance and will immediately notify the grievant of their decision.
- 3) If the grievance is not settled at 2), the grievant may appeal their shift supervisor's decision to a Deputy Chief within 3 business days of their shift supervisor's decision. The Deputy Chief will attempt to correct the grievance and will immediately notify the grievant of their decision.
- 4) If the grievance is not settled at 3), the grievant may file a written grievance in accordance with Section 11.1.2.

11.1.2 Written Grievance

- 1) If the grievance is not settled during the Oral Grievance and the grievant wishes to appeal the grievance, they must submit it to the Fire Chief within 7 calendar days after the Deputy Chief's answer. The Fire Chief must render a written decision within 7 calendar days after the receipt of the grievance.

- 2) If the grievance is not settled at **1)** and the grievant wishes to appeal the grievance, they must submit it to the Township Administrator within 7 calendar days after the Fire Chief's answer. The Township Administrator must render a written decision within 7 calendar days after the receipt of the grievance.
- 3) If the grievance is arbitrable but is not settled at **2)** and the grievant wishes to appeal the grievance, they must notify the Township Administrator within 14 calendar days and request grievance mediation services. Mediation will be attended by the Fire Chief, Township Administrator, the Grievant, and a Union Representative. It is understood that mediation is non-binding and may be eliminated upon mutual agreement of both parties.
- 4) If the grievance is not settled at **3)** and the grievant wishes to appeal the grievance, they must submit it to the Township Trustees, within 7 calendar days after the Mediation is Complete. The Trustees must render a written decision at the second regular Trustees' meeting after the receipt of the grievance.
- 5) If the grievance is arbitrable but is not settled at **4)** and the grievant wishes to have an arbitrator settle the grievance, they must provide written notification to the Board of Trustees within 14 calendar days after they have rendered their initial resolution.

Those grievances that cannot be settled except by the Chief may be started at **Section 11.1.2 1)** by mutual agreement of management and the union.

11.2 Management Grievance

The Employer does not waive any management right under of this Agreement or any other remedy available to the employer by filing a grievance with the Union. Employer grievances will be handled as follows:

- 1) The grievant will attempt to resolve the grievance orally. The grievant will notify the Union President or designee of the grievance no later than 7 calendar days after the grievable incident occurs or is discovered. The Union President or designee will attempt to correct the grievance and will immediately notify the grievant of their decision.
- 2) If the grievance is not settled at **1)**, the grievant may file a written grievance with the Union President or designee in writing no later than 7 calendar days after the completion of Step 1. The Union President or designee must attempt to adjust the grievance at that time and render a written decision within 7calendar days.
- 3) If the grievance is arbitrable, but is not settled at **2)**, and the grievant wishes to appeal the grievance, they must notify the Union President or designee within 14 calendar days and request grievance mediation services. It is understood that mediation is non-binding.
- 4) If the grievance is arbitrable but is not settled at **3)** and the grievant wishes to have an arbitrator settle the grievance, they must provide written notification to the Union President or designee 14 calendar days after mediation is complete.

11.3 Arbitration

If the Employer or Union chooses to proceed to arbitration, the Employer or Union must contact the arbitrator to schedule the arbitration within 30 days of notifying the other party of their intent to

arbitrate the grievance, and provide notice to the other party of the required contact. If the Employer or Union fails to contact the arbitrator within 30 days, the matter will be considered settled based upon the last decision in the matter.

Only a claim that the Employer or Union has violated a specific provision or provisions of this Agreement will be arbitrable. Nothing that occurs before the initial effective date of this agreement or after the termination of this agreement will give rise to any rights or liabilities under this agreement nor will it be subject to arbitration.

The regional office of the American Arbitration Association under its rules will appoint the arbitrator, unless the Union and the Employer mutually agree upon an arbitrator. Either the Union or the Employer may request the American Arbitration Association to make the appointment.

The arbitrator must have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this agreement. They must only consider and make a decision with respect to the specific issue submitted to them by the parties. They must have no authority to make a decision on any other issue not so submitted. To the extent that the arbitrator's decision is in accordance with the provisions of this Section, it will be final and binding on all parties.

Where the arbitrator decides the issue in favor of one party, the losing party will pay the cost of the arbitrator. Where the arbitrator splits the decision in any way the parties will split the cost of the arbitrator. Each party will bear their non arbitrator cost.

11.4 Time Limits

If a grievance is not filed on time it is considered dropped. If it is not appealed on time, it is considered settled on the basis of the last respondent's answer. Any grievance not answered by either side within the stated time limits will be moved to the next step. All time limits may be extended by mutual agreement. All grievances about discharge or suspension will be filed at **Section 11.1.2 1)** within the time limit for filing a grievance at **Section 11.1.2 1)**.

II. WAGES & CASH BENEFITS

Article 12 WAGES

12.1 Wages

12.1.1 Annual Increase

- 1) On January 1, 2018, Employees will receive a 2.0 percent increase in wages.
- 2) On January 1, 2019, Employees will receive a 2.0 percent increase in wages.
- 3) On January 1, 2020, Employees will receive a 2.0 percent increase in wages.

12.1.2 Hourly Rates

Table 12.1-1

Rank	Step	Shift	Firefighter/EMT Basic				Firefighter/EMT Paramedic Fire Prevention			
			2017 Base	2018 (2.0%)	2019 (2.0%)	2020 (2.0%)	2017 Base +5%	2018 (2.0%)	2019 (2.0%)	2020 (2.0%)
Firefighter	A	24 hr	\$18.97	\$19.35	\$19.74	\$20.13	\$19.92	\$20.32	\$20.72	\$21.14
		8 hr	\$26.63	\$27.16	\$27.71	\$28.26	\$27.97	\$28.53	\$29.10	\$29.68
	B	24 hr	\$21.01	\$21.43	\$21.86	\$22.30	\$22.06	\$22.50	\$22.95	\$23.41
		8 hr	\$29.50	\$30.09	\$30.69	\$31.31	\$30.98	\$31.60	\$32.23	\$32.88
	C	24 hr	\$22.06	\$22.50	\$22.95	\$23.41	\$23.17	\$23.63	\$24.11	\$24.59
		8 hr	\$30.98	\$31.60	\$32.23	\$32.88	\$32.52	\$33.17	\$33.83	\$34.51
D	24 hr	\$23.25	\$23.72	\$24.19	\$24.67	\$24.42	\$24.91	\$25.41	\$25.91	
	8 hr	\$32.65	\$33.30	\$33.97	\$34.65	\$34.28	\$34.97	\$35.66	\$36.38	
E	24 hr	\$24.30	\$24.79	\$25.28	\$25.79	\$25.53	\$26.04	\$26.56	\$27.09	
	8 hr	\$34.13	\$34.81	\$35.51	\$36.22	\$35.83	\$36.55	\$37.28	\$38.02	
Lieutenant	F	24 hr	\$25.37	\$25.88	\$26.39	\$26.92	\$26.65	\$27.18	\$27.73	\$28.28
		8 hr	\$35.62	\$36.33	\$37.06	\$37.80	\$37.40	\$38.15	\$38.91	\$39.69
	G	24 hr	\$26.65	\$27.18	\$27.73	\$28.28	\$27.97	\$28.53	\$29.10	\$29.68
		8 hr	\$37.40	\$38.15	\$38.91	\$39.69	\$39.27	\$40.06	\$40.86	\$41.67
H	24 hr	\$27.97	\$28.53	\$29.10	\$29.68	\$29.37	\$29.96	\$30.56	\$31.17	
	8 hr	\$39.27	\$40.06	\$40.86	\$41.67	\$41.23	\$42.05	\$42.90	\$43.75	
Captain	I	24 hr	\$29.37	\$29.96	\$30.56	\$31.17	\$30.84	\$31.46	\$32.09	\$32.73
		8 hr	\$41.23	\$42.05	\$42.90	\$43.75	\$43.28	\$44.15	\$45.03	\$45.93
	J	24 hr	\$30.84	\$31.46	\$32.09	\$32.73	\$32.38	\$33.03	\$33.69	\$34.36
		8 hr	\$43.28	\$44.15	\$45.03	\$45.93	\$45.45	\$46.36	\$47.29	\$48.23
K	24 hr	\$32.38	\$33.03	\$33.69	\$34.36	\$33.99	\$34.67	\$35.36	\$36.07	
	8 hr	\$45.45	\$46.36	\$47.29	\$48.23	\$47.73	\$48.68	\$49.66	\$50.65	

12.2 Steps

This section will describe the process for an employee to move through the pay scale.

- 1) An employee is hired at Step A of the Firefighters scale. The hiring date becomes the employee's anniversary date.
- 2) On the employee's 1st anniversary of their hiring date, they move to Step B.
- 3) On the employee's 2nd anniversary of their hiring date, they move to Step C.
- 4) On the employee's 3rd anniversary of their hiring date, they move to Step D.
- 5) On the employee's 4th anniversary of their hiring date, they move to Step E.

12.3 Promotion

- 1) In the event of promotion from Firefighter to the rank of Lieutenant, the employee will go to Step F of the Lieutenant's scale. This becomes the employee's anniversary of promotion date.
- 2) On the employee's 1st anniversary of their promotion date, they move to Step G.
- 3) On the employee's 2nd anniversary of their promotion date, they move to Step H.

12.4 Overpayment/Underpayment of Wages

Where an overpayment or underpayment of wages occurs, a correction of the wages will be made back to the date of the overpayment/underpayment.

12.5 Premium Pay

Paramedics and fire inspectors (assigned to that position on a full-time basis) will receive an additional 5% plus pay applied to their base rate.

12.6 Annual Salary

For the purpose of converting an hourly rate to an annual salary, an employee's rate will be multiplied by the hours in **Table 12.6-1**.

Table 12.6-1

Shift	Annual Hours
24-hour shift	2920
8-hour shift	2080

12.7 Longevity

An employee will receive in the pay period of their anniversary date a separate check that coincides with the scale in **Table 12.7-1**.

Table 12.7-1

Years of Service	Percent of Current Pay
Starting at their 6th year through their 9th year	0.75%
Starting at their 10th year through their 14th year	1.25%
Starting at their 15th year through their 19th year	1.75%
Starting at their 20th year through their 24th year	2.25%
Starting at their 25th year until retirement	2.75%

Article 13 OVERTIME PROGRAM

13.1 Overtime Program

The Beavercreek Township Fire Department manages three types of Overtime: Scheduled, Emergency and Training.

13.2 Scheduled Overtime

Overtime will be scheduled in twelve hour increments, earned at a rate of time-and-a-half, and paid in 6 minute increments.

Overtime will be filled based on position creating the overtime; overtime caused by a firefighter's absence will be filled by a firefighter. Overtime caused by an officer's absence will be filled by an officer of the same rank. In the event the officer rank causing the overtime is not able to be filled, the overtime will be offered to the other officer rank (i.e. Lieutenant or Captain) only after an attempt to fill the position with the same rank has been made.

13.2.1 Overtime Ranking:

The employer will maintain one overtime list for all personnel base on operational hours of overtime time worked, rank and seniority in rank. The list will be maintained in ascending order of hours of overtime worked in the calendar year, by descending order of seniority, and for the purpose of order in by platoon. The on duty Battalion Chief, shift commander, or shift captain will offer overtime starting with the person with the lowest operational overtime hours and proceed to the person with the most operational overtime hours worked.

In the event of a tie in operational overtime hours, the person with the highest seniority will be awarded the hours. Order in overtime ties will be awarded in the inverse order of seniority with the person with the lowest seniority getting ordered in.

13.2.2 Overtime Scheduling:

Scheduled overtime will generally be assigned in up to 12-hour increments, with a maximum of 48 consecutive hours worked by an employee. In the event of an emergency, as declared by the Fire Chief, the 48 hours limit may be waived to mitigate the emergency.

13.2.3 Notification:

Overtime notification will be filled using the Township's notification system (e.g. Active911) or similar electronic equivalent. Notification will be sent to all eligible employees. Employees will have 15 minutes to respond, and the Battalion Chief, shift commander, or shift captain who is filling the overtime will have 15 minutes to respond back the employees who is being awarded the overtime, unless unforeseen operational duties require an extended time.

13.2.4 Order in Overtime:

If no one voluntarily agrees to work the available overtime, the Battalion Chief, shift commander, or shift captain will order in the employee with the lowest number of operational overtime hours worked from the off going shift. Personnel, ordered in, will not be ordered in on two consecutive shifts. Personnel on scheduled leave will not be subject to order in overtime. Order in overtime will be tracked by platoon on the overtime list.

In the case of any honest mistakes in offering overtime, there will be no back pay, but the mistake will be corrected through future assignments of overtime.

13.3 Training Overtime

Personnel needed to instruct or assist with trainings will be staffed at the discretion of the training staff, with the approval of Management.

Educational Training, which is sponsored by the Department or Township and require personnel to attend off-duty, will be compensated as described in **Section 13.5**.

13.4 Emergency Overtime

Emergency Overtime is any unforeseen need for immediate staffing as declared by the Chief or his designee.

Emergency Overtime positions will be staffed in a manner that will fill the positions available as quickly as possible.

Emergency overtime or recall may be used to meet staffing requirements (as holding the on-duty shift over to meet a weather emergency) or to staff reserve equipment (when front line apparatus are at an emergency), or to fill out response or emergency crews (either to build up on-duty units or to relieve crews at an emergency scene).

If the Employer cannot maintain an adequate staff of certified personnel once the overtime list has been exhausted, the Employer may fill the overtime with non-career employees or may declare an emergency and order career employees to report to duty.

13.5 Overtime Pay

An employee who performs their ordinary job duties outside of their regularly scheduled work hours will be compensated at their overtime rate. Employees may choose to receive overtime compensation in the form of pay or of compensatory time off.

When an employee is called into work at a time disconnected from their regular shift, after having left the premises, they will receive a minimum of two (2) hours paid at their overtime rate.

Overtime will accrue in 6 (six) minute increments.

Training required for maintaining Departmental pre-employment requirements will be considered hours worked and will be compensated as hours worked.

13.6 Compensatory Time

Employees may choose to receive overtime compensation in the form of pay or of compensatory time off. Compensatory time is earned at a rate of time-and-a-half.

The purpose of compensatory time is to reimburse an employee for overtime in the form of time off rather than pay.

Compensatory time not used will be carried over from year to year. Compensatory time will accrue in 6-minute increments. The maximum accrual for compensatory time will be 240-hours. The maximum carry-over of compensatory time from year to year is 120 hours. Any hours of compensatory time not

used exceeding the 120 hour carry over limit will be paid out with the last pay of the calendar year, as a separate check and is non-pensionable.

Scheduling for compensatory time off will follow the guidelines used for other types of leaves.

13.7 Emergency Recall

Recall for the purposes of this Article will be considered emergency overtime.

Emergency recall means notifying an employee that he/she is to report back to work at a time disconnected from his/her regular shift and for the purposes of meeting unforeseen staffing needs generated by an emergency as declared by the Chief or his designee.

Recalled employees who report within 30 minutes will be guaranteed a minimum of three (3) hours at their overtime rate. Recalled employees who report later than 30 minutes will be guaranteed a minimum of two (2) hours at their overtime rate. Time served beyond the minimum will be counted as hours worked for the purposes of determining overtime, as calculated in **Section 13.5**.

Article 14 OFFICER IN CHARGE (OIC)

An employee who is required to accept all of the responsibilities and carry out the duties of a position or rank above that which he or she normally holds, will be paid at the rate of a first step employee for that position or rank, in accordance with **Table 12.1-1**, while so acting.

Article 15 HOLIDAY PAY

15.1 Recognized Holidays

The Employer will pay Holiday Pay for the following holidays:

- 1) New Years Day
- 2) Martin Luther King, Jr. Day
- 3) Presidents Day
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Columbus Day
- 8) Veterans Day
- 9) Thanksgiving
- 10) Christmas

15.2 Shifted Employees

All Employees assigned to a 24-hour shift will be compensated yearly for 120 hours of holiday pay at their current overtime rate. Holiday pay will be made in the first pay check of December, on a separate check.

15.3 Non-Shifted Employees

All employees not assigned to a 24-hour shift will be scheduled off-duty for the observed holiday, according to the Township's holiday schedule. The employee will be paid their hourly rate for the scheduled time off.

In the event an employee is called into work on a scheduled holiday, that employee will receive overtime in accordance with **Section 13.5**

15.4 Shift Transfers

Employees transferred from a 24-hour shift will be paid 12 hours of overtime, in accordance with **Section 15.2**, for every holiday that occurred while they were assigned to a 24-hour shift. Employees will not be transferred from a 24-hour shift to prevent them from earning holiday pay.

Article 16 COLLEGE

16.1 College Incentive

Any employee who has successfully earned a degree from an accredited college will receive an educational incentive bonus in accordance with the pay scale in **Table 16.1-1**:

Table 16.1-1

Degree	Incentive
Associates Degree:	\$300.00
Fire-related Associates Degree:	\$400.00
Bachelor's Degree:	\$500.00
Fire-related Bachelors Degree:	\$600.00
Postgraduate Degree:	\$750.00
Fire-related Postgraduate Degree:	\$1000.00

To receive the annual educational incentive bonus, the employee must have twelve months service time with the Beavercreek Township Fire Department and show proof of degree. Employees with multiple degrees will receive the educational incentive bonus for the highest degree only. This payment will be made annually in the first pay check in December.

Article 17 COMPENSATION UPON RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

17.1 Separation

Any employee who resigns, retires, is dismissed or laid off, and is eligible under state law, will be compensated accordingly for all their accumulated overtime, compensatory time and holiday time, for which the employee has not been paid. Vacation time (prorated for the current year) and 30 percent of accumulated sick leave will also be compensated. All compensation will be made at the employee's current rate of pay.

17.2 Death

In the event that an employee dies on-duty or off-duty, the employee's beneficiary will be entitled to the above compensation in **Section 17.1**. In addition, if the Employee dies on-duty, the Employee's beneficiary will receive a payout of 100 percent of the employee's accrued sick leave.

III. NON-CASH BENEFITS

Article 18 HEALTH INSURANCE

18.1 Premium Share

The Employer will cover employees with substantially the same health and dental insurance coverage and benefits as non-exempt, non-bargaining-unit employees. The benefits provided in this Agreement will be provided through group coverage selected by the Employer.

The Employee will pay a percentage of the monthly insurance premium, according to **Table 18.1-1**.

Table 18.1-1

Effective Date	Percent of Premium
January 1, 2018	20% of monthly premium
January 1, 2019	20% of monthly premium
January 1, 2020	20% of monthly premium

18.2 Changes to Coverage

The Employer reserves the right to make changes in the provider and coverage of the health, dental, and life insurance program.

The employer agrees that it will not transition bargaining unit members to a Health Savings Account (HSA) or Health Retirement Account (HRA) during the term of this agreement. This restriction will only be in place until June 30, 2020, and will expire and be removed from the agreement on this date, and cannot be relied upon by either party during negotiations for a successor agreement.

18.3 Group Life Insurance

The Employer will provide employees with Group Life Insurance in the amount of \$10,000.00 as well as \$25,000.00 Accidental Death and Dismemberment policy.

Article 19 WORK RELATED DISABILITY

19.1 Workers' Compensation Program

When an employee is injured on the job, or has an exposure to any potentially contagious, infectious, or debilitating disease, he or she will report the injury or exposure to his or her immediate supervisor as soon as possible following the injury or exposure, but no later than the end of the work period.

Immediate medical attention is required for all claims of a work-related injury. Following the injury, the employee must be evaluated by Beaver Creek Township Fire Department's Paramedics or EMT's. Upon completion of this evaluation, the employee will be transported to Miami Valley Hospital (MVH). If the employee denies this form of treatment, the employee's supervisor will transport the injured employee to either the employer's occupational healthcare provider or MVH, depending upon the time of day and severity of the injury.

The injured employee will not be permitted to return to safety sensitive duties until the Human Resource Manager or a supervisor has communicated the results of all drug/alcohol tests to the employee. These results are usually received within 24-72 hours. The employee will be placed on paid administrative leave during this time.

The injured employee must communicate with their supervisor and the Human Resource Manager regarding any ongoing treatment and/or restrictions that they receive. In the event that the employee is released to transitional work duties, the employee must report to work immediately following the release. If this release occurs on a weekend, the employee must report for transitional work the following Monday. Failure to do so may result in disciplinary action.

Upon release by the treating physician the injured employee must contact Human Resources in order to schedule a return to work exam with the employer's occupational healthcare provider. The injured worker will not be permitted to return to work until the employer's occupational healthcare provider has cleared the employee to return to full duty. The employee will be placed on paid administrative leave unless the claim is reasonably disputed by the employer, in which case the employee will be placed on sick leave. All sick leave used will be reimbursed to the employee if the claim is approved by the BWC, Industrial Commission or other terminal level that hears the case.

The supervisor will complete a preliminary investigation of the injury and submit the specifics thereof to the Department Head or Human Resources within 24 hours of the incident. The supervisor must complete a detailed investigation of the injury no later than two shifts following the incident.

All employees will be fully covered under the Workers' Compensation Laws of the State of Ohio Salary Continuation.

19.2 Salary Continuation

Any employee unable to work because of a job related disabling condition shall be entitled to leaves of absence at their regular rate of pay for the duration of time, not to exceed six (6) months for which the employee is medically certified as being unable to work. During such leaves-of-absence the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the

employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such leaves of absence.

Salary continuation will be granted provided there is no evidence of negligence on the part of the injured employee, and:

Verbally reports all on-the-job injuries to their supervisor as soon as possible.

Seeks treatment or medical evaluation at the employer's occupational healthcare provider or MVH, if physically possible.

When symptoms manifest themselves on a day off, report them verbally, immediately, to the on-duty Shift commander and seeks treatment or medical evaluation at the employer's occupational healthcare provider prior to their next regularly scheduled duty day, if physically possible.

This includes exposure to contagious diseases. All of these cases will be promptly reported to the Fire Chief's office on the proper forms.

19.3 Transitional Work Program

Transitional work is less strenuous assignments, with no fire suppression or emergency medical duties. When an employee, based on satisfactory medical evidence, can only perform transitional work, the Chief will assign those duties if, in his discretion, they are available. Any disagreement about the employee's ability to perform duties will be resolved under the third doctor procedure in **Section 33.4**.

Article 20 MISCELLANEOUS BENEFITS

The Township/Fire Department must supply the following items for station use:

- 1) Linens - to include but not limited to towels, wash clothes, dishtowels, dishrags, sheets, pillowcases, pillows, blankets, etc.
- 2) Furniture - to include but not limited to sofas, chairs, tables, recliners, beds, mattresses, televisions, etc.
- 3) Appliances - to include but not limited to (including maintenance and service costs) range, microwave oven, refrigerator, dishwasher, clothes washer and dryer, small hand appliances (mixers, blenders, etc.).
- 4) Cooking and Eating Utensils - to include but not limited to pots, pans, plates, glasses, silverware, serving utensils, bowls, etc.
- 5) Cleaning Supplies - to include but not limited to soap, bleach, detergent, mops, brooms, etc.

Items listed above to be repaired or replaced on an as-needed basis. Items needed, will be submitted to Management by way of a Beaver Creek Township Fire Department memo. After 14 days, if no answer is received back to the sender, any unanswered item will be sent to **Section 11.1.1, 3)** of the grievance procedure.



IV. LEAVE

Article 21 VACATION LEAVE

Vacation is defined as a period of time away from work that has been earned by the employee. The employee will be paid during this time away from work at their normal rate of pay.

21.1 Vacation Picks

Employees will be notified, in writing, in the first two weeks of January of each year how much time will be granted as well as the amount carried over from the previous year. If the employee has a “break-over” anniversary during that year, their total vacation granted will be a sum of the partial leaves prorated.

Before the third week of January each year, each shift commander will identify dates for priority vacation selection. Employees must be present on the dates identified for vacation selection unless they are excused by the shift commander. If the Employee will not be available on the dates identified for the priority selection, the Employee will provide the shift commander the Employee’s selections in writing no later than 48 hours before the selection process gets started. There will be two ways to select vacation leave as described below:

Priority Selection – During the third and fourth week of January, the Shift commander will hold two formal rounds of vacation picks for all 24/48-hour personnel. A pick is defined as a selection of one or more consecutive days (shifts). Any full shift vacation requests will take precedence over partial shift requests.

Round one will consist of officers picking first by rank and seniority in rank. Firefighters will then pick on the basis of seniority. Round two will be in the reverse order of round one (least senior firefighter to the most senior officer (in rank). During the primary selection the employee will not be required to make a pick.

Secondary selection – After the priority selections have been completed a third round will consist of officers picking first by rank and seniority in rank. Any remaining request will be processed on a first come, first serve basis.

Vacation leave will be charged in increments of thirty minutes with a minimum of one hour.

Any employee who wants to cancel a vacation day that they have previously been granted must do so at least one day before the approved day off.

21.2 Vacation Hours

All full-time employees of the Beaver Creek Township Fire Department are entitled to their vacation time for the current year at the beginning of that year. The rates are indicated in

Table 21.2-1.

Table 21.2-1

Length of Service	53-hour Employees	40-hour Employees
1 Year	56 hours	42 hours
2 Years through 6 Years	134 hours	101 hours
7 Years through 12 Years	202 hours	152 hours
13 Years through 20 Years	269 hours	203 hours
21 Years through retirement	293 hours	221 hours

Probationary employees, with a minimum of 6 months of service, may borrow up to 24 hours of vacation leave, against their first-year accrual of 56 hours.

Borrowed leave will be subtracted from their accrued leave at their one-year anniversary.

21.3 Vacation Leave Conversion between Shifts

For purposes of this section, whenever an employee is transferred from a 40-hour average work week to a 53-hour average work week, or back, their accumulated leave will be adjusted in accordance with **Section 28.4**.

21.4 Vacation Carry Over / Payout

All employees are entitled to carry over one-half of their earned and unused vacation leave for that year. In the event an employee will lose vacation leave in excess of their carry-over, they will be paid the cash value of that time. The payment will be made no later than the last paycheck of February each year.

21.5 Vacation Leave Request for January

Any employee requesting vacation leave in the month of January will be handled on a first come, first served basis. This vacation time does not count as a vacation pick in the primary pick system. This vacation time cannot be picked before December 1 of the previous year.

Article 22 SICK LEAVE

Sick leave is compensation for time absent from work due to illness, which is not job-related. Sick leave is not earned time off; it is an earned right to compensation when illness or off-duty injury make it impossible for an employee to perform their normal job duties. The purpose of sick leave is to protect an employee from undue hardship resulting from illness/disabilities, which are beyond their control. Injuries or illnesses, which are job-related, will be handled as a service injury according to **Article 19**.

Sick leave is granted to full-time employees. It accrues at the rate of 10 hours per calendar month for employees assigned to a 40-hour average workweek and at 14 hours per calendar month for employees assigned to a 53-hour average workweek, provided the employee works or is paid for working the full month. For purposes of this Section, whenever an employee is transferred from a 40-hour average work week to a 53-hour average work week, or back, their accumulated leave will be adjusted using the formula in: **Section 28.4**.

The minimum unit of usage is one hour.

Sick leave is for personal illness. Sick leave can be used for sickness/disability in the employee's family. Those instances when employees may use sickness-in-family are limited to:

- 1) Those times when the employee is required to care for a member of their immediate family (See definition in **Section 23.1**) due to that family member's illness or disability;
- 2) Those times when reasonable efforts to arrange other care for the family member have been exhausted or would be impractical;
- 3) The length of time required to mitigate the emergency or arrange alternate methods of care;
- 4) Instances when ordinary standards of courtesy and humanity require the employee's attendance on a close relative gravely or suddenly ill or injured.

The Employer has the right to investigate repeated absences before paying sick leave.

A doctor's certificate will not normally be required for 1-day absence due to sickness.

Exceptions are:

- 1) Repeated absences in a 6-month period
- 2) Reasonable suspicion of abuse
- 3) Four (4) or more employees absent the same day
- 4) Probationary employees

The Employee will notify their supervisor at least one-half hour before their scheduled starting time, if possible, of any absence. If the employee is aware that their absence will extend beyond one duty day, the employee will notify their supervisor 24 hours prior to their next scheduled shift as to their progress and expected date of return.

An employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of layoff placed to their credit.

22.1 Wellness Incentive

Employees assigned to a 53-hour average workweek may carry-over a maximum of 2240-hours to the following calendar year. Employees assigned to a 40-hour average workweek may carry-over a maximum of 1690 hours to the following calendar year. Any sick leave accrued in excess of the employees' maximum allowable carry-over will be paid for 30% of the hours in excess of their maximum allowable carry-over at the employees' hourly rate.

This payment will be made as a separate check, no later than the last paycheck of February each year. At that time, the employees' sick leave balance will be reduced to the maximum allowable carry-over.

This incentive reduces the employees' sick leave bank making it non-salary earnings and is not pensionable.

Article 23 BEREAVEMENT LEAVE

23.1 Immediate Family

An employee will be allowed a leave of 3 consecutive shifts for employees assigned to a 53-hour average workweek, or 7 consecutive shifts for employees assigned to a 40-hour average workweek, with no loss of regularly scheduled pay. If an employee is notified of a death in his or her immediate family while at work, the employee will be allowed to use Sick Leave for the remainder of that shift. Bereavement Leave will start at the beginning of the next shift.

Immediate family includes: spouse or partner, spouse's or partner's immediate family, child (including foster or step child), parent (including foster or step parent), and sibling (including foster or step sibling).

23.2 Extended Family

An employee will be allowed a leave of 1 shift for employees assigned to a 53-hour average workweek, or 2 consecutive shifts for employees assigned to a 40-hour average workweek with no loss of regularly scheduled pay. Leave may be used to attend the funeral or memorial service, or used the shift immediately prior to or after the service.

Extended family includes: grandchild, grandparent, great-grand parent, uncle, aunt, nephew, niece, spouse's or partner's extended family, or any other person living as family under the same roof as the employee.

23.3 Travel Time

Reasonable travel time may be granted to an employee, but not deducted from bereavement leave, up to a maximum of 24 hours for employees assigned to a 53-hour average workweek, or 16 hours for employees assigned to a 40-hour average workweek.

23.4 Extended Time

In the event of the loss of a member of the immediate family where the leave in **Section 23.1** above are insufficient to meet the Employee's needs, the Employer will grant the employee's request to use any accrued paid leave (sick leave, vacation leave, and compensatory time).

Likewise, in the event of the loss of an extended family member where the leave in **Section 23.2** above is insufficient to meet the employees' needs or close friend who is outside the scope of the descriptions in **Section 23.1** and **Section 23.2** above, the Employer may grant the employee's request to use any accrued paid leave (sick leave, vacation leave, and compensatory time).

Employees who abuse this Section will be subject to discipline.

Article 24 COURT LEAVE

The Employer will grant leave with pay to an employee for the period of time they are required to appear before court, judge, justice, magistrate, or coroner with advance notification and request for time off.

The Chief will not grant pay where the appearance is personal to the employee. If the court appearance is related to Township business, there will be no maximum number of days for the paid time off regular duty. The Employee must give the Employer as much advanced notice as possible in all cases, and must cooperate in scheduling or attempting to schedule the appearance to avoid scheduling conflicts and loss of service to the community.

This Article will not apply to situations where an employee is suing the Township.

Article 25 JURY LEAVE

An Employee called for jury duty will suffer no loss of regular straight time earnings for time necessarily lost due to jury service. All compensation an employee receives from jury duty will be surrendered to the Township in return for their regular wages during that duty. The Employee must let the Employer know of the dates and times of jury service as far in advance as possible and must provide documentation of service and pay. If an employee is excused from jury service for the day early enough to return to work, they must do so.

Article 26 EDUCATION LEAVE

Employees may be granted Educational Leave with pay, to attend seminars, conferences, briefing sessions, or other functions of a similar nature, that are intended to improve, maintain, or upgrade the individual's certifications, skills and professional ability, with the approval of the Chief.

26.1 Paramedic Training

The Employer has the right to require employees hired after September 1, 1989, to obtain and to retain paramedic certification, which it finds appropriate, as a condition of employment. When the Department requires training for paramedics and that training is not available in-house, the Department must pay for the training and the employee(s) will be compensated for the time they are in the class.

26.2 Promotional Requirements

Education leave, with pay, will be granted in order for an employee to attain requirements for promotion if the employee will become eligible to take the next promotional test. The leave will be granted far enough in advance to allow the employee to complete the requirements prior to the promotional test.

Education leave for promotional requirements does not have to be approved if the leave causes overtime. In the event previously approved leave causes overtime, the employee may trade shifts with another employee without regard to the timelines for shift trades found elsewhere in this Agreement. In the event an employee is not able to trade shifts, and the educational leave must be cancelled, the employee must work the assigned shift. Approval of the shift trade will be in accordance with **Article 29**.

Ordinarily, employees will not be eligible to take such leave for a course described in this Section if the course is offered outside of the employee's normal work scheduled. In such situations, employees will still be eligible for leave during an employee's shifts if they are unable to take the course outside of their shift despite their best effort to do so.

In the event multiple employees submit for leave with limited availability, the employee with the highest seniority will be awarded the leave.

Article 27 UNPAID LEAVE OF ABSENCE

27.1 Unpaid Leave of Absence

The Employer may, at its sole discretion, grant an unpaid leave of absence to an employee where the employee has a non-work related injury and has exhausted all other forms of paid leave.

27.2 Leave Donation

In case an employee has a non-work related injury and has exhausted all accrued paid leave, other employees may donate some of their sick leave or vacation leave to the injured employee. Employees may also fill an injured employee's shift. The Employer has the sole discretion to approve or disapprove leave donations and any shift substitutions as described above.

V. PERSONNEL MANAGEMENT

Article 28 HOURS OF WORK

28.1 Schedule

Employees covered under this agreement will normally work a 24-hour shift followed by 48-hours off (averaging a 53-hour work week, or 212 hours in each 28-day FLSA cycle). The employer may put an employee on a daily schedule of 8, 10, or 12 hours. Employees on schedules other than 24/48 will have a 40-hour average workweek.

28.2 Leap Year

During leap years, the following scheduled will be observed:

- 1) The shift that works February 28th the will work on February 29th for the first 8 hours of the shift.
- 2) The shift that works March 2nd will work on February 29th for the middle 8 hours of the shift.
- 3) The shift the works on March 1st will work February 29th for the last 8 hours of the shift and continue with their regular shift on March 1st.

28.3 Extra Days Off (EDO)

- 1) Extra days off will be given to employees on a 53-hour average workweek, to adjust the employee's average work hours, per FLSA cycle.
- 2) Employees must choose when they will take their EDO's in accordance with this Section, Step 9 of this Article. These EDO picks will occur immediately prior to vacation picks; each employee will schedule all of their EDO's at this time.
- 3) EDO's will not be considered scheduled, until the dates have been submitted and approved by Management.
- 4) Once scheduled, EDO's may not be moved. Exceptions may be made for unusual circumstances, at the sole discretion of the Chief.
- 5) Employees will be given nine (9) EDO's each contract year, with a maximum of one (1) EDO in a single FLSA cycle.
- 6) EDO's will be paid leave and will be compensated at the employee's normal rate. EDO's will not count as hours worked.
- 7) Employees transferred from a 40-hour average workweek to a 53-hour average workweek will be assigned one (1) EDO for every forty-one (41) days remaining in the year. Employees assigned to a 40-hour average workweek will not receive EDO's.
- 8) Employees on leave will retain their assigned EDO's.
- 9) EDO's will be picked according to the following criteria:
 - a) All EDO's will be picked in the order of the most senior in rank to least senior in rank. Once all EDO's have been picked, vacation picks will occur in accordance with Article 21.
 - b) After vacation picks have been completed, EDO's may be moved or traded within the guidelines listed in this section. These moves will be first come, first served. Upon completion of all moves and trades, the final dates for EDO's and Vacation will be submitted to Management.
 - c) One (1) EDO will be scheduled in each critical cycle; a maximum of one (1) EDO will be scheduled in any cycle.

- d) EDO's will take precedence over all other types of leave.
- e) A maximum of two (2) employees may schedule an EDO each day, except in a critical cycle required by **Section 28.3.9)c)** a maximum of three (3) employees may schedule an EDO each day.

28.4 Change of Schedule

The employer may choose to modify an employee's work schedule for the benefit of the Department. Changes to the work schedule will either be Short-term or Long-term.

28.4.1 Short-Term Change

Short-term changes will last no longer than 28 days. During the period of the change, the employee will retain rights to all scheduled EDO's and will accrue FLSA overtime.

The employee will continue to accrue all benefits, including salary, at their 53-hour rate. No accrued leave will be converted for short-term assignments.

The effective dates of the change will be selected to ensure that the employee's hours worked meet, but do not exceed their normally scheduled hours.

In no case will the employee be required to work more than 24 consecutive hours during a transition from one schedule to the other.

28.4.2 Long Term Change

Long-term changes will last 28 days, or longer. These changes will require the employee to be transitioned from one work schedule to another. The employee's EDO's will be moved to accommodate the new schedule. The employee will accrue FLSA overtime during these transitions.

The employee will begin accruing their benefits, including salary, at their new rate on the date their transfer becomes effective. All accrued leave will be converted to their new rates, in accordance with Section 28.4.

When the employer changes an employee's work schedule, the Union and the employee will receive 2 weeks advanced notice to meet and consult.

In no case will the employee be required to work more than 36 consecutive hours during a transition from one schedule to the other.

28.4.3 Leave Conversion

For purposes of this agreement, whenever an employee is transferred from a 40-hour average workweek to a 53-hour average workweek, or back, their accumulated leave will be adjusted using the following formula:

$$\text{New Hours} = \frac{(\text{Old Hours}) \times (\text{Old Rate})}{\text{New Rate}}$$

Article 29 TRADING DUTY TIME

This Article governs those situations in which one employee voluntarily agrees to work the duty time of another employee (a shift trade or trade of shift). An employee requesting that another employee, in the same rank and classification, work the employee's duty time must submit a Voluntary Trade of Shift request at least 48 hours before the shift trade dates. The Fire Chief or designated representative may make exceptions to this time requirement for emergencies. All employee decisions to substitute for one another must be made freely and without coercion. The Union agrees that no shift trade will occur without written approval of the Fire Chief or his designated representative.

All requests for shift trades must be in writing, and must include the following information: What work is being done, by whom it is being done, and when and where it is being done.

If a request for a voluntary trade is denied. The Fire Chief or designated representative will provide the involved employees a written explanation of the reasons for the denial.

The substituting employee (employee who has agreed to work another employee's duty time) must have time and one-half hours of sick leave available to cover the duty time for which the employee is obligated before the Fire Chief or designee will approve a shift trade. In the event the substituting employee cannot fill the shift, the substituting employee may arrange for another employee to fill the shift (a trade). In the event the substituting employee cannot make a trade, and the Fire Chief or designee must fill the shift with overtime that would otherwise be ordered in; The Township will charge the substituting employee time and one-half hours of sick leave for the duty time the substituting employee agreed to fill.

The Union agrees that the Employer will exclude hours worked in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation, and that the Employer will not otherwise incur additional cost or impacts including, overtime because of an employee shift trades.

Article 30 SENIORITY, LAYOFF & RECALL

30.1 Seniority

"Seniority" will be computed on the basis of uninterrupted length of continuous service from the date of full-time hire with the Employer. A termination of employment lasting less than thirty-one (31) days will not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Employees laid off will retain their seniority for a period of twenty-four (24) months from the date of layoff.

Failure to report for work within two (2) weeks after the conclusion of leave or layoff constitutes a voluntary resignation. In the case of layoff the two (2) week period begins when the employee receives a certified or registered letter at their last listed address, or receives other personal notice of their recall.

It is the obligation of every employee to keep on file with their employer their most current mailing address and a working telephone where they may immediately be reached.

Employees with the same employment date will be assigned to the seniority list in the order of their ranking on the eligibility list from which they were appointed.

The time period from January 1 through December 31 of the same year is the time frame for the allocation of the following types of leave of Vacation Leave, Compensatory Time, Sick Leave, EDO's, Personal Leave.

30.2 Layoffs

When the Employer determines that a long term layoff or job abolishment is necessary, the Employer must notify the affected employees 14 days in advance of the effective date of the layoff or job abolishment. The Employer will notify employees of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

When a layoff occurs under this Article, before laying off any full-time bargaining-unit employees, the Employer will lay off all part-time non-bargaining-unit employees.

Within each classification affected, the Employer will lay off employees in accordance with their seniority in that classification with the Employer laying off the least senior employee first. The Employer must lay off Shift Lieutenants in accordance with rank seniority. When two (2) or more employees have the same seniority date, the date of hire of employees will determine the seniority with an inverse order of the hiring date.

30.2.1 Recall

The Employer will place laid off employees on a recall list for a period of 18 months or the length of the employee's service, whichever is less. If there is a recall, the Employer will recall employees who

are still on the recall list in the inverse order of their layoff, starting with the full-time employees, provided they are presently qualified to perform the work without further training.

The Employer will send notice to the employees by registered mail, return receipt requested, to the last mailing address provided by the employee. The Employer will send the Union a copy by regular mail.

The recalled employee will have five (5) calendar days following the date of the receipt of the recall notice to notify the Employer of his intention to return to work. The employee must return to work on the date and time specified in the notice unless the Employer and employee agree to a different date and/or time.

30.3 Bumping Rights

If the Employer abolishes a bargaining-unit member's job or an employee suffers because of a reduction in staffing, including but not limited to an administrative demotion (higher paying position changed to a lower paying position) if the employee possesses the immediate skills and abilities and any certifications or licenses required to perform and hold a position in the employee's classification, the employee may bump a less senior employee in that classification.

Article 31 LATERAL TRANSFER

31.1 Selection

In the process of hiring new employees, Management reserves the right to hire employees through a lateral transfer process. To qualify, prospective employees must currently be employed as a full-time, career firefighter.

31.2 Probation

Laterally transferred employees will be subject to a one-year probationary period, effective from their date of hire. During this time, vacation leave will be limited to 40-hours, regardless of service credit.

31.3 Seniority

Employees hired through the lateral transfer process will enter the Beaver Creek Township Fire Department seniority list in accordance with **Section 30.1**.

For the purposes of determining leave, salary and other benefit accruals, laterally transferred employees may retain up to five (5) years of service credit from their previous employment. Service credit may not be awarded on a year-for-year basis.

31.4 Pay Scale

Employees hired through the lateral transfer process will be assigned their pay step based upon the amount of service credit they have been awarded. Once hired, new employees will progress through pay steps in accordance with this agreement.

31.5 Sick Leave

Laterally transferred employees may bring 30 percent of their accumulated sick leave, up to a maximum of 672 hours for an employee working a 53-hour average workweek or 507 hours for an employee working a 40-hour average workweek, from their previous employer.

Article 32 PERSONAL PROPERTY

Any Employee's personal property required to perform their job such as, but not limited to, eyeglasses and watches used on Fire Department duties or for Fire Department business which are damaged or destroyed while performing their duties, will be replaced at the Employer's expense, and will be approved by the Fire Chief.

Article 33 SAFETY AND HEALTH

33.1 Introduction

The employer agrees to provide the highest reasonable standards of safety and health in the Fire Department, in order to prevent accidents, deaths, injuries and illnesses in the fire service. In this Article the Union through its various representatives, committees, officers, employees and agents has been accorded certain participatory rights relating to employee safety and health. However, it is not the intention of the parties that these provisions and the Union's exercise of its rights thereunder or its failure to do so will in any way diminish the Employer's responsibility as described in this Article.

33.2 Joint Safety and Health Committee

There will be a joint safety and health committee composed of equal number of Employer and Union representatives. Each party will appoint and designate representatives to formulate the committee. The employer will be limited to appointment of management representatives who may or may not be in the union, for equitable balance of said committee. The committee will be comprised of no more than 3 members appointed by management and 3 members appointed by the union.

The joint committee will:

- 1) Meet approximately once each month on established dates.
- 2) Keep minutes of all committee meetings.
- 3) Make recommendations for the corrections of hazardous or unsafe work conditions, which come to its attention.
- 4) Review and analyze all reports of accidents, deaths, injuries and illnesses that are due to or happen while the employee is performing their duties while working. Make investigations of each accident, death, injury or illness to try to determine its cause and make recommendations to take care of the cause.
- 5) Keep abreast of compliance standards which affect health and safety issues.

The Labor Management Committee will meet within 90 days of the ratification of this agreement and develop standards and policy with regard to rehab consistent with the general guidelines of NFPA 1584. The policy will be implemented no later than 180 days after the execution of this Agreement.

33.3 Inoculations

The Employer and Joint Safety Committee must review and agree upon inoculations that will be provided to the employee; they will include but not be limited to:

- 1) Heptovax and required booster
- 2) Hepatitis C
- 3) Yearly flu shots
- 4) Tetanus shots and required boosters
- 5) Tuberculosis test
- 6) Diphtheria
- 7) Hepatitis B

These inoculations will be offered, but not required to be taken, by the employee, with the exception of TB tests and Hepatitis B which are required and will be paid for by the employer

The Employer must provide and maintain sleeping and living quarters for the employee. The Employer must also maintain pest control measures for sleeping and living areas.

Employees will immediately report all unsafe conditions.

Any employee, who is a member of the Haz-Mat team, either fire department or Regional, will have their required physicals paid for by the Employer. The Employer must meet and comply with all state, federal and local laws and regulations pertaining to the above.

33.4 Medical Examination

The Employer may require a medical examination before an employee is permitted to go on a disability leave, to remain on leave, or to return to work. The Employer will pay for such an examination, and will place the employee on paid administrative leave until all final results are returned.

If in the interest of safety or health, the Employer requires a medical examination by a physician, the Employer will pay for it. Results of the examination, which are not job-related, will not be furnished to the Employer. To require an examination the Employer must have reasonable grounds to request the examination. The Employer must not divulge the results of the examination unless it is material to a legitimate matter.

The Employer may put an employee on sick leave or other appropriate status as the result of the report of an examination. Any disagreement about the results of the examination or the employee's ability to perform duties or their or another person's safety will be resolved by a third party doctor mutually agreed upon by both parties and paid by the employer.

The Employer will make every effort and meet the highest standards of safety and health in regard to the maintenance of fire, EMS and staff vehicles, and their equipment and for the personal protective clothing of employees. The Employer will maintain the highest reasonable standards of health and safety in the maintenance of fire stations, for the conditions under which employees work, and for the methods by which employees perform their work tasks.

33.5 Safety Concerns

Any employee may voice a safety concern with reasonable grounds to stand on. In the event a reasonable safety concern is voiced, an informal inspection will be conducted by two delegates from Management and two union appointed delegates. The inspection will focus on whether the immediate safety issue presents an immediate safety concern. In the event three of the four delegates believe that the event under inspection should not continue for safety reasons, it will cease until such time as the Safety Committee can review the circumstances in more detail. Regardless of the decision of the delegates, any employee may bring the incident to the attention of the Safety Committee.

33.6 Physical Fitness Incentive

The Fire Department has established a voluntary physical fitness program. This program is designed to recognize members for achieving and maintaining physical fitness. The Department will offer an annual test during the last full week of October. To be eligible to take the test, members must have

documented a minimum of three hours of physical activity each month, in the year prior to the test (there is no requirement for the first year of the test)

The test will be based on the Cooper Aerobic Research Institute protocols and consist of the events listed in **Table 33.6-1**.

Table 33.6-1

	Male 20-29	Male 30-39	Male 40-49	Male 50-59	Female 20-29	Female 30-39	Female 40-49	Female 50-59
LEVEL 1								
1.5 mile Run	13:08	13:48	14:33	16:16	15:56	16:46	18:26	20:17
Sit Ups (1 min)	35	32	27	21	30	22	17	12
Push Ups (1 min)	26	20	15	10	13	9	7	9*
LEVEL 2								
1.5 mile Run	11:58	12:25	13:05	14:33	14:15	15:14	16:13	18:05
Sit Ups (1 min)	40	36	31	26	35	27	22	17
Push Ups (1 min)	33	27	21	15	18	14	11	13*
LEVEL 3								
1.5 mile Run	11:58	12:24	13:12	14:23	14:15	15:14	16:13	18:05
Sit Ups (1 min)	40	36	31	26	35	27	22	17
Push Ups (1 min)	33	27	21	15	18	14	11	n/a
Bench Press (Y)	1.06	0.93	0.84	0.75	0.65	0.57	0.52	0.46

Note 1: * indicates modified pushups

Note 2: Bench Press Y=1 Rep Max/Body Weight

Employees who participate in the voluntary physical fitness program and successfully meet the standards will receive a non-salary earnings and non-pensionable wellness incentive, to be paid in the first pay check of December, on a separate check, at the rate in **Table 33.6-2**.

Table 33.6-2

Fitness Level	Incentive
Level 1	\$100
Level 2	\$175
Level 3	\$250

Article 34 RESIDENCY RULE

No Employee of the Beavercreek Township Fire Department will be required to live in Beavercreek.

Article 35 PROMOTIONS

35.1 Promotions

The Beavercreek Township Fire Department will use a fair and consistent process for the promotion of employees from the position of Firefighter to the rank of Lieutenant and from the rank of Lieutenant to the rank of Captain.

The testing process will provide a list of eligible candidates for promotion in the event a vacancy occurs. When a vacancy occurs the Chief may select the best qualified of the top three candidates on the list. In the event that the Chief selects the second or third candidate on the list, he will meet with the candidates not selected to discuss the reasons why the candidate was not selected. Both the candidate and Chief may request an observer be present during the discussion.

In the event the number of eligible candidates on the list drops below three (3), the Chief will have the option of offering an additional test, or waiting to fill the vacancy until the next scheduled test.

35.2 Lieutenant Process

To be eligible for taking the promotional exam, an employee must meet the following minimum requirements:

35.2.1 Qualifications

- 1) A minimum of five (5) years as a career firefighter, and a minimum of three (3) years of service with Beavercreek Township.
- 2) Certified as Fire Inspector or Fire Officer II.
- 3) High School diploma or equivalent.
- 4) Valid State of Ohio driver's license.
- 5) Certified as a State of Ohio Paramedic

35.2.2 Promotional Exam

The promotional exam will consist of four parts:

35.2.2.1 Written Test

- 1) A written test will be used to determine eligibility and ranking for participation in the Assessment Center and Chief's Interview.
- 2) The written test date will be posted three (3) months prior to the scheduled date.
- 3) The written test will be prepared, validated, and graded by an outside company or contractor.
- 4) The written test will consist of 100 questions, from no more than five (5) nationally recognized fire service test books or reference books. A list of the source material will be posted three (3) months prior to the scheduled test date.
- 5) The minimum passing score for the written test will be 70% correct answers.
- 6) The candidates will be ranked in descending order of their score. In the event of a tie, the tie will be broken by the Candidates' unit number.

35.2.2.2 Assessment Center:

- 1) The top 10 passing score candidates from the **Written Test** will proceed to the assessment center.
- 2) The assessment center date will be posted three (3) months prior to the scheduled date.
- 3) A list of the source material for the assessment center will be posted three (3) months prior to the scheduled assessment date.
- 4) The assessment center will consist of standard exercises like: role-play scenarios, interviews, group exercises, in-basket exercises, or practical skills assessments. The assessment center will be conducted by an outside company or contractor, of management’s choosing. The assessment center exercises will be the same for all candidates.
- 5) The assessment center grade will constitute 70% of the candidate’s total score.

35.2.2.3 Chief’s Interview:

The Chief’s interview will constitute 20% of the candidate’s total score.

35.2.2.4 Education and Experience:

Education and Career Experience will combine to constitute the final ten (10%) percent of the candidate’s score. Each component will be worth a total of five (5%) percent in accordance with **Table 35.2-1**.

Table 35.2-1

Years of Service	Percent Credit	Education Level	Percent Credit
6 years	1	Associate Degree	1
7 years	2	Fire Related Associate Degree	2
8 years	3	Bachelor’s Degree	3
9 years	4	Fire Related Bachelor’s Degree	4
10 or more years	5	Fire Related Master’s Degree	5

The candidate’s total score will be figured upon completion of the total examination process and they will be placed upon the promotional list, in descending order of total score. In the event of a tie, the candidate’s seniority will be used in determining final ranking.

35.2.3 Duration

The Fire Department will offer the promotional process every October. The resulting list of eligible promotional candidates will be posted by Friday of the third week following the assessment center.

Each list will remain in effect for a period of one (1) year. The list may be extended by the Fire Chief for no more than two (2) additional years. If the Chief exercises his option to extend a list, it will be formally announced no later than the Friday of the first week of September.

35.3 Captain Process

To be eligible for taking the promotional exam, an employee must meet the following minimum requirements:

35.3.1 Qualifications

- 1) A minimum of eight (8) years as a career firefighter.
- 2) A minimum of three (3) years as a lieutenant with Beaver Creek Township.
- 3) Certified as Fire Officer III.

The promotional exam will consist of three parts:

35.3.2 Promotional Exam

The promotional exam will consist of three parts:

35.3.2.1 Written Test

- 1) A written test will be used to determine eligibility and ranking for participation in the Assessment Center and Chief's Interview.
- 2) The written test date will be posted three (3) months prior to the scheduled date.
- 3) The written test will be prepared, validated, and graded by an outside company or contractor.
- 4) The written test will consist of 100 questions, from no more than five (5) nationally recognized fire service test books or reference books. A list of the source material will be posted three (3) months prior to the scheduled test date.
- 5) The minimum passing score for the written test will be 70% correct answers.
- 6) The candidates will be ranked in descending order of their score. In the event of a tie, the tie will be broken by the Candidates' unit number.

35.3.2.2 Assessment Center:

- 1) The top 10 passing score candidates from the **Written Test** will proceed to the assessment center.
- 2) The assessment center date will be posted three (3) months prior to the scheduled date.
- 3) A list of the source material for the assessment center will be posted three (3) months prior to the scheduled assessment date.
- 4) The assessment center will consist of standard exercises like: role-play scenarios, interviews, group exercises, in-basket exercises, or practical skills assessments. The assessment center will be conducted by an outside company or contractor, of management's choosing. The assessment center exercises will be the same for all candidates.
- 5) The assessment center grade will constitute 70% of the candidate's total score.

35.3.2.3 Chief's Interview:

The Chief's interview will constitute 20% of the candidate's total score.

35.3.2.4 Education and Experience:

Education and Career Experience will combine to constitute the final ten (10%) percent of the candidate's score. Each component will be worth a total of five (5%) percent in accordance with

Table 35.3-1.

Table 35.3-1

Years of Service	Percent Credit	Education Level	Percent Credit
10 years	1	Associate Degree	1
11 years	2	Fire Related Associate Degree	2
12 years	3	Bachelor's Degree	3
13 years	4	Fire Related Bachelor's Degree	4
14 or more years	5	Fire Related Master's Degree	5

The candidate's total score will be figured upon completion of the total examination process and they will be placed upon the promotional list, in descending order of total score. In the event of a tie, the candidate's seniority will be used in determining final ranking.

35.3.3 Duration

The Fire Department will offer the promotional process every October. The resulting list of eligible promotional candidates will be posted by Friday of the third week following the assessment center.

Each list will remain in effect for a period of one (1) year. The list may be extended by the Fire Chief for no more than two (2) additional years. If the Chief exercises his option to extend a list, it will be formally announced no later than the Friday of the first week of September.

Article 36 COMMAND OFFICER RESPONSIBILITIES

Lieutenants, Captains, and any other fire command officers in the bargaining unit are responsible for supervising firefighters and other employees assigned to them and for assisting in the management of the Fire Department.

The Union will not fine a lieutenant or other command officer for imposing discipline or carrying out other command responsibilities. A lieutenant or other command officer will not withhold discipline or other command action because of it being against a fellow Union member. Lieutenants and other command officers who are covered by this contract retain full rights to file and pursue grievances under it.

Article 37 DRUGS AND DRUG TESTING

The Employer and every Employee, including part-time Firefighters and other Township personnel, will cooperate fully to resist and correct any actual or threatened drug and/or alcohol problem. The Township is committed to reducing the problems created by drugs and alcohol in the workplace. For that reason, substance abuse of any kind will not be tolerated. Such abuse can result in:

- 1) harm to the Employees' health;
- 2) serious safety hazards for other Employees;
- 3) reduced productivity;
- 4) costly mistakes;
- 5) adversely affecting the outcome of patient care and property conservation efforts, or even harming the public that employees are sworn to protect.

37.1 Rehabilitation Initiative

The Township recognizes that rehabilitation programs offer a possible alternative to terminating an Employee because of a positive test. In the event of a first positive test, in lieu of termination, Employees will be referred to an Employee Assistance Program if they can maintain driver's license, Ohio Firefighter II certification, Ohio EMT or Paramedic certification, insurability and can continue to perform the essential functions of their position.

37.2 Education

All newly appointed management-level Employees, will be required to complete two (2) hours of Employee education on drug and alcohol abuse. Newly hired Employees will be required to receive these two (2) hours of education within the first four (4) weeks of employment.

37.3 Administration

The Human Resource Manager will act as Program Administrator and coordinate all aspects of the program, including drug testing, Employee education, employer training and Employee assistance.

The results of any drug or alcohol test performed pursuant to this policy will remain confidential except as required by law.

This policy will apply to all safety sensitive Employees, including all management level Employees and will not alter the employment-at-will status of any at-will Employee.

37.4 Drug Testing Procedures

The purpose of this Section is to provide Employees with the Employer's position regarding alcohol and drug usage situations. The intention of the Employer is to provide a safer work environment, to improve an Employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the Township.

37.5 Use of Alcohol and Drugs

Employees must not possess, sell or use alcohol or illegal drugs, nor abuse prescribed controlled substances while on the job or on Township property.

Employees must not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of controlled substances except as provided in subparagraph 3 below.

Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug, which may affect their ability to do their job.

37.6 Drug Dependency Treatment:

Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an Employee advises the Employer of a drug/alcohol problem, the Employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive the recommended treatment. If so, the leave provisions will apply. However, a drug/alcohol related problem will not excuse any violation of Township rules.

Alcoholism and chemical dependencies are treatable. Employees covered by Employer-sponsored health insurance may have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the Employee.

37.7 Testing Parameters:

Drug and/or alcohol screens will be conducted in the following instances:

37.7.1 Pre-Employment:

Pre-employment township physicals, including a drug/alcohol screen, are required of all potential safety sensitive Employees. The Employer does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

37.7.2 Reasonable Suspicion:

When there is reasonable suspicion that an Employee is using or possessing illegal drugs or alcohol or is abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused controlled substance, that Employee will be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion may be based upon, but not limited to:

- 1) unexplained and excessive absence, or
- 2) reports that the Employee uses, or is under the influence of alcohol or drugs during work, or
- 3) the odor of alcohol, marijuana, or other controlled substance on an Employee, or
- 4) unusual behavior such as slurred speech or lack of coordination, or
- 5) possession of paraphernalia used in connection with any drug or substance subject to these rules, or
- 6) involvement in an accident or other incident, which resulted or could have resulted in bodily injury or damage to property.

37.7.3 Random Testing:

The Employer will randomly select Firefighters at various times for unannounced alcohol and drug testing. This group will be determined by a third party through computerized selection. The rate for such selection will be 25% of the covered Employees for alcohol and other controlled drug testing. The test period will be over a 12-month cycle or testing period. Employees who are unavailable for

random testing due to vacation or are off sick will remain in the random pool instead of being tested upon their return. All required random tests will be performed during the employee's working time.

Testing will require that an Employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. A positive alcohol test will be any test result equal to .04 or greater. A positive drug test will be any level of substance detected.

Any time an Employee is requested to take a drug and/or alcohol test, the Employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release authorization form. Failure to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the Employee to discharge.

All drug screen samples will be given at a licensed medical facility or doctor's office chosen by the Employer, sealed, and properly identified. Testing will be conducted by a certified laboratory, and results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the Employer. If a blood alcohol test is used, the same steps will be taken. Gas Chromatography/Mass Spectrometry (CG/MS) or another medically accepted testing method would confirm positive drug screen results.

With respect to the drugs to be tested, the Employer will use a laboratory or testing facility which is certified by the DHHS and which performs drug testing pursuant to guidelines established by Federal law. The specific list of drugs to be tested pursuant to the guidelines will be provided to employees prior to the employee being tested and also will be provided upon request.

The positive level for alcohol is .04 blood alcohol concentration (BAC) or above.

Supervisors will be trained regarding their testing responsibilities prior to the implementation of any testing.

37.8 Testing Procedures:

Testing due to an Accident or Reasonable Suspicion is to occur as soon as possible. At no time in this instance will an Employee transport themselves to the testing facility. Instead, a supervisor must transport the individual to the facility.

If the situation is life threatening, however, the ambulance will become the authority as to where the individual will be transported. Should the Employee be incapacitated as a result of the accident, the medical facility will determine whether or not it is appropriate to administer the test. Under these situations, the Employee must report the circumstances of injury and damage, as well as receive the alcohol test at the medical facility within 8 hours and the drug test within 32 hours, except if admitted to a medical facility.

Any Employee being tested for pre-employment or return to work purposes is to report on their own to the testing facility as scheduled.

Should an Employee attempt to tamper with a specimen to be provided in conjunction with this Article, that Employee will be subject to termination.

- 1)** Employee must present photo identification.

- 2) No coats, purses, bags, etc. will be allowed in the testing room during urine collection.
- 3) Employee must wash hands immediately prior to providing a specimen. Bluing agent will be added to the toilet water, and Employee will not have access to any other water during the collection period.
- 4) Upon providing a specimen, the testing facility will seal the bottle, in the presence of the Employee, with a tamper-proof label and place the bottle in a tamper-proof bag.
- 5) All samples will be shipped directly to a qualified lab.
- 6) All positive samples will be locked up and stored a minimum period of one year.
- 7) A chain of custody form must be filled out and will include:
 - a) date and time of collection,
 - b) code name or number of person for whom sample was collected,
 - c) name, date and title of every person handling sample,
 - d) person to whom report is to be sent.

All test results will remain confidential between the Employee, the Township, and, when applicable, law enforcement authorities.

37.9 Rehabilitation and Counseling:

Any positive test results, upon confirmation by the Medical Review Officer, will result in the Employee being relieved from duty.

If the treatment program requires the Employee not to work for a specific period of time, the Employee will be considered on leave. This leave may be conditional upon receipt of reports that the Employee is cooperating with, and making reasonable progress in, the treatment program. Upon completion of the rehabilitation program the Employee must present proof of completion to the Employer, and must pass a drug/alcohol screening. Failure to meet these conditions will result in termination of employment. As stated above, accrued sick leave, and other accumulated time may be used for this purpose. Otherwise, leave will be unpaid.

Treatment programs acceptable to the Employer under this agreement are those provided by facilities that are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency, and those accepted through the medical benefit package. The Employer will require written verification that an Employee is participating in or has completed a treatment program. Any Employee who has returned to work is subject to retesting as otherwise provided in the Article, and if he or she fails the retest, will be immediately discharged.

Employee will also be subject to follow-up testing after the Employee fails a drug test. This testing is done to ensure that the Employee's rehabilitation program was successful. As a condition to continued employment, Employee must agree to a program of follow-up testing.

37.10 Disciplinary Action:

Disciplinary action is appropriate in the following instances:

- 1) Any Employee, who is in the possession of, sells or uses alcohol or illegal drugs or illegally possesses, sells or uses a controlled substance while on the job, will be subject to discharge.

- 2) Any Employee who works or reports under the influence of alcohol, controlled substances or drugs, including prescribed and over-the-counter drugs which may cause a dangerous situation for the Employee or other Employees and are not reported to a supervisor, will be immediately suspended without pay and will be subject to discipline up to and including discharge. The type and severity of discipline will depend on all the circumstances, including nature of substance, Employee's explanation, and willingness to enter a rehabilitation program if treatment is appropriate.

Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and will be subject to discharge.

37.11 Retesting:

The Employee will have the opportunity to discuss the positive test result with the Employer and may, at the Employee's own expense, have another test run on a second sample.

The Township will contest all workers' compensation claims under circumstances in which an Employee tests positive for illegal drugs or alcohol or refuses to be tested. Employees should understand that the failure of a drug or alcohol test or the refusal to submit to such a test may lead to the denial of workers' compensation benefits.

An Employee's violation under this policy will not be reported to law enforcement officials or other regulatory bodies, except when required by law.

37.12 Drug Free Work Place:

The provisions of this Article will be construed by the Employer and the Union to establish a program which allows the Human Resource Manager to annually determine whether to use a CRL Urine Quick Screen with immediate results or one that meets or exceeds the Bureau of Workers Compensation "Drug-Free Safety Program" (DFSP) requirements.

This section only applies to drug screens due to accident or exposure.

37.13 Oversight Committee:

The Employer and the Union agree to use the Labor Management Committee to meet and discuss certain issues, which may arise during the implementation of the Random Drug Testing provisions of this Article.

The subjects to be discussed will include: the selection of a contractor for testing services, review of the testing contractor's performance

It is understood that the Fire Chief will have final authority and discretion with respect to all issues discussed with the oversight committee.

Article 38 DISCIPLINE AND DISCHARGE

38.1 Probation

New employees are on probation for one year following the commencement of their employment. Probationary employees may be disciplined or discharged at the discretion of the Employer.

38.2 Discipline and Discharge

No regular employee who has completed probation will be disciplined or discharged except for just cause or for violation of rules. Although the Fire Chief or designated representative has the option of using corrective counseling such as verbal and written counseling, cautions, warnings, and reprimands, discipline such as suspensions, demotions, or discharge may be immediately imposed for serious offenses against Township policies and procedures.

All corrective counseling and discipline will be in accordance with Township and Department rules, regulations, policies and procedures that are not in conflict with this agreement.

38.3 Timely Execution

When management learns of an apparent infraction of rules of proper conduct, it will either impose discipline for it within 30 days, or notify the employee within 30 days that discipline is being considered.

38.4 History

When corrective counseling or discipline is imposed and put into the employee's personnel file, the following procedures will be followed:

- 1) If an employee works 12 consecutive months after receiving a verbal or written corrective counseling without additional discipline noted for similar infractions in his/her personnel file, such verbal reprimand will not be used as a factor in any subsequent disciplinary matter.
- 2) If an employee works 18 consecutive months after receiving a written reprimand without additional discipline noted for similar infractions in his/her personnel file, such written reprimand will not be used as a factor in any subsequent disciplinary matter.
- 3) If an employee works 24 consecutive months after receiving a suspension without additional discipline being noted for similar infractions in his/her personnel file, such suspension will not be used as a factor in any subsequent disciplinary matter.



VI. CONTRACT AGREEMENT

We, the Beaver Creek Township Board of Trustees and the members of the Beaver Creek Professional Firefighters, I.A.F.F. Local 2857, do hereby enter into this contract agreement on this 14th day of August, 2017.

Agreed upon by:

BEAVERCREEK TOWNSHIP
BOARD OF TRUSTEES



Tom Kretz, Chair



Jeff Roberts, Vice Chair



Carol Graff

BEAVERCREEK PROFESSIONAL FIREFIGHTERS,
I.A.F.F. LOCAL 2857



Michael McDufford, President



Michael D. Ransdell Jr., Vice President



Christopher Ferguson, Secretary/Treasurer



Edward Dalton, Executive Board Chair

