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COLLECTIVE BARGAINING AGREEMENT

Between

MARION TOWNSHIP TRUSTEES

and

LOCAL NO. 2134

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

December 1, 2013 –December 1, 2016

TABLE OF CONTENTS

	Page	
ARTICLE 1	PREAMBLE	1
ARTICLE 2	MANAGEMENT RIGHTS	1
ARTICLE 3	ENTIRETY OF AGREEMENT	1
ARTICLE 4	RECOGNITION	2
ARTICLE 5	UNION DUES DEDUCTION	2
ARTICLE 6	UNION ACTIVITY	2
ARTICLE 7	UNION BUSINESS	3
ARTICLE 8	UNION SECURITY	3
ARTICLE 9	LABOR-MANAGEMENT MEETINGS	4
ARTICLE 10	RULES AND REGULATIONS	5
ARTICLE 11	DISCIPLINARY PROCEDURE	6
ARTICLE 12	REOPENING NEGOTIATIONS	7
ARTICLE 13	GRIEVANCE PROCEDURE	7
ARTICLE 14	HEALTH AND SAFETY	10
ARTICLE 15	NON-DISCRIMINATION	13
ARTICLE 16	PROTECTIVE CLOTHING AND EQUIPMENT	13
ARTICLE 17	CLOTHING ALLOWANCE	13
ARTICLE 18	TRAINING	14
ARTICLE 19	SENIORITY	16
ARTICLE 20	DEPARTMENTAL PROMOTION POLICY	16
ARTICLE 21	HOLDOVER TIME	18
ARTICLE 22	EXCHANGE OF WORK TIME	18
ARTICLE 23	WORK HOURS	19
ARTICLE 24	KELLY DAY SELECTION	19
ARTICLE 25	COMPENSATORY TIME	29
ARTICLE 26	OUT OF CLASSIFICATIONS	21
ARTICLE 27	OVERTIME	21
ARTICLE 28	LIABILITY INSURANCE	25
ARTICLE 29	LIFE INSURANCE	25
ARTICLE 30	HOSPITALIZATION/MAJOR MEDICAL BENEFITS	25
ARTICLE 31	CREDIT UNION	26
ARTICLE 32	LAYOFFS	26
ARTICLE 33	HOLIDAYS	27
ARTICLE 34	VACATION	27
ARTICLE 35	COMPENSATORY TIME	29
ARTICLE 36	FAMILY MEDICAL LEAVE	30
ARTICLE 37	FUNERAL LEAVE	31
ARTICLE 38	ON THE JOB INJURY	32
ARTICLE 39	SICK LEAVE	33
ARTICLE 40	DEATH OR DISABILITY	34
ARTICLE 41	BADGE AND HELMET RETENTION	35
ARTICLE 42	FORTY HOUR FIREFIGHTERS	35
ARTICLE 43	MONEY COMPENSATION	36
ARTICLE 44	RETIREMENT SYSTEM PAY PICK-UP	38
ARTICLE 45	SAVINGS CLAUSE	39

INDEX

	Page:
Badge and Helmet Retention	35
Clothing Allowance.....	13
Compensatory Time.....	29
Credit Union.....	26
Death or Disability.....	34
Departmental Promotion Policy.....	16
Disciplinary Procedure.....	6
Entirety of Agreement	1
Exchange of Work Time.....	18
Family Medical Leave.....	30
Forty Hour Firefighters.....	35
Funeral Leave.....	31
Grievance Procedure.....	7
Health and Safety.....	10
Holdover Time.....	18
Holidays.....	27
Hospitalization/Major Medical Benefits.....	25
Kelly Day Selection.....	19
Labor-Management Meetings.....	4
Layoffs.....	26
Liability Insurance.....	25
Life Insurance.....	25
Longevity.....	20
Management Rights.....	1
Money Compensation.....	36
Non-Discrimination.....	13
On The Job Injury.....	32
Out of Classifications.....	21
Overtime.....	21
Preamble.....	1
Protective Clothing and Equipment.....	13
Recognition.....	2
Reopening Negotiations.....	7
Retirement System Pay Pick-up.....	38
Rules and Regulations.....	5
Savings Clause.....	39
Seniority.....	16
Sick Leave.....	33
Training.....	14
Union Activity.....	2
Union Business.....	3
Union Dues Deduction.....	2
Union Security.....	3
Vacation.....	27
Work Hours.....	19

AGREEMENT
IN RE: MARION TOWNSHIP FIRE DEPARTMENT

ARTICLE 1.

PREAMBLE

This Agreement is entered into by and between MARION TOWNSHIP TRUSTEES, hereinafter referred to as the "Employer", and LOCAL NO. 2134, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; and to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

This Agreement shall be effective from 0700 December 1, 2013 through 0659 on December 1, 2016, except as herein otherwise provided.

ARTICLE 2.

MANAGEMENT RIGHTS

The Employer shall have the right to direct and control its employees as to assignment to any particular work, including the right to hire, promote, demote, discipline or discharge any employee for any just cause which in the judgment of the Employer may affect the efficient operation of the Department, provided that the aforementioned rights of the Employer shall not be exercised in any manner inconsistent with any other provision of this Agreement, and provided further, it is expressly understood and agreed that all Employer rights not specifically modified by this Agreement are retained by the Employer.

ARTICLE 3.

ENTIRETY OF AGREEMENT

All rights, privileges and working conditions currently in affect, except as otherwise modified by the express terms of this Agreement shall continue in effect and are incorporated herein, unless changed by mutual consent in writing.

ARTICLE 4.
RECOGNITION

The Marion Township Trustees recognize Local No. 2134, International Association of Firefighters as the exclusive bargaining agent for all full-time employees of the Township Fire Department employed in the following positions: Firefighters/EMT-A, Firefighters/Adv. EMT-A, Firefighters/EMT-P, and Fire Safety Inspector, of all ranks specifically excluding therefrom however, the Chief and one (1) Assistant Chief.

ARTICLE 5.
UNION DUES DEDUCTION

The Employer agrees that payroll deductions of current union dues shall be made, provided the Employee has caused to be furnished a dues deduction authorization card, properly executed, authorizing said deduction.

The Union agrees that the only obligation with regard to this dues deduction is that the Employer shall deduct the current dues pursuant to the card and pay same to the Union; and the Union agrees to hold the Employer harmless from any other obligation in connection therewith so long as the Employer's action was not negligent and the Employer promptly notifies the Union of any claim made against the Employer and permits the Union to undertake the defense of the claim.

The Employer further agrees to make said deduction from the second paycheck of each month, and to remit to the Treasurer of the Union before the last day of the month all dues so withheld.

Changes in amounts of deduction shall be made no more than once each calendar year.

ARTICLE 6.
UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union. Conversely, there shall be no discrimination, interference, restraint, or coercion by the Union against any employee for his activity in opposition to, or non-membership in, the Union.

ARTICLE 7.

UNION BUSINESS

In order to provide Union officers with paid time off to perform their functions and to attend Union meetings, conferences, conventions and seminars, the employees shall have the option of donating earned compensatory time off in minimum increments of one-quarter (1/4) hour and earned vacation time off in minimum increments of twenty-four hours to a Union leave bank. At the request of the Union President, the Employer shall permit the Union officers to draw upon such Union leave bank to attend Union meetings, conferences, conventions and seminars, subject to the limitations on the use of compensatory time off and vacation time off as set forth in this Agreement. Provided, however, if the Union leave time is scheduled prior to any vacation time for the same period, no vacation time will be granted for such period.

So long as it is requested by February 1 of the conference year and subject the limitations on the use of compensation time off and vacation time off as set forth in this Agreement, one (1) delegate and one (1) alternate delegate shall each be granted up to three (3) duty days off to attend the biennial conferences of the Ohio Association of Professional Fire Fighters and the International Association of Professional Fire Fighters without loss of pay.

ARTICLE 8.

UNION SECURITY

Pursuant to the provisions of Section 4117.09(C) of the Ohio Revised Code, the Employer and the Union agree that as a condition of employment all employees in the Bargaining Unit who do not become and remain members of the Union upon the successful completion of their probationary period shall, upon the successful completion of their probationary period, pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union, nor shall fair share fees exceed dues paid by members of the Union who are in the Bargaining Unit covered hereunder. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-Union employees which conforms to the law as required pursuant to the provisions of Section 4117.09(C) of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics and ideological causes not germane to the work of the Union in the realm of collective bargaining. The deduction of a fair share fee by the Employer

from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee.

Any employee who is a member of an adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting a Union and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare any such employee exempt from becoming a member of or financially supporting the Union. Any such employee shall be required, in lieu of the fair share fee, to pay an amount equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the Union. Any such employee shall furnish to the Union written receipts evidencing such payments and failure to make such payments or furnish such receipts to the Union shall subject the employee to the same sanctions as would non-payment of dues.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement regarding the deduction of fair share fees and the Union hereby agrees that it will fully protect, indemnify, defend and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to these provisions. Once the funds are remitted to the Union, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The rate at which fair share fees are to be deducted shall be certified to the Township Clerk by the Treasurer of the Union from time to time provided, however, such rates shall not be changed more than one (1) time in any calendar year unless otherwise required by law. One (1) month advance notice must be given to the Township Clerk prior to making any changes in the individual's dues or fair share fee deduction.

ARTICLE 9.

LABOR-MANAGEMENT MEETINGS

In the interest of sound labor-management relations, upon the request of either party, the Chief and/or Assistant Chief and other Employer representatives shall meet with not more than four (4) representatives of the Union to discuss pending issues and concerns and to promote a

more harmonious labor-management relation. At the Union's option, the Ohio Association of Professional Firefighters' District Vice-President may also be present.

An agenda shall be furnished by the party calling the meeting to the other party at least three (3) working days in advance of the scheduled meeting with a list of the matters requested to be taken up at the meeting. No labor-management meeting shall be required to be held unless such agenda is timely provided.

ARTICLE 10.

RULES AND REGULATIONS

The Union agrees that its members shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance, as currently in effect and as may be hereafter modified or adopted by the Employer. In the event of a conflict between any such Rules and Regulations and the express terms of this Agreement, the express terms of this Agreement shall control. The Employer agrees that all such departmental rules and regulations shall be fairly and uniformly applied and enforced in the same or similar situations hereafter arising. A copy of any proposed change in the Fire Department Rules and Regulations shall be provided to the Union in advance of its implementation and the Union shall be afforded an opportunity to discuss such proposed change with the Fire Chief or his designee, it being understood that the final decision as to any such change shall rest with the Employer.

As a condition of continued employment all employees in the bargaining unit shall at all times maintain a valid motor vehicle operator's license in the State of Ohio and upon completion of provisional appointment shall at all times maintain valid EMT-P certification and Firefighter's certification for their respective level and position. Provided, however, in the event any such license or certification is suspended or revoked, the employee shall be placed on administrative leave, without pay, for a maximum period of six (6) months or until the employee obtains reinstatement of such certification or licensure, whichever occurs first in time. During such administrative leave without pay, the employee shall be entitled to draw any vacation and compensatory time off accrual entitlement.

Any employee whose employment is terminated for failure to maintain a valid motor vehicle license in the State of Ohio or failing to maintain valid EMS certification and Firefighter certification for their respective level and position and to thereafter regain such certification

within twelve (12) months shall have the right to reapply for any vacant position within the bargaining unit.

ARTICLE 11.

DISCIPLINARY PROCEDURE

The tenure of every employee in the bargaining unit shall be during good behavior and efficient service and no such employee shall be disciplined without just cause. Examples of such shall be: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, violation of reasonable work rules established by the Employer, insubordination, discourteous treatment of the public, neglect of duty or any other failure of good behavior and efficient service, or any other act of malfeasance, misfeasance or non-feasance of duty. Except in instances of serious misconduct, discipline shall be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. Disciplinary action may include: verbal warning; written warning; suspension without pay, demotion; or discharge from employment.

If it is determined by the Employer, that only an oral or written reprimand is applicable, the Employer shall notify the employee and the Union of its intention and the time and place to receive the reprimand. The Fire Chief or his designated representative shall sign and date all written reprimands and shall sign and date a written memorandum of all verbal warnings. A Union officer or steward shall sign and date each such written memorandum of a verbal warning and written warning to verify the action taken. When discipline, beyond the level of a verbal warning or written reprimand, is to be given, then a pre-disciplinary meeting in executive session shall be held with the Board of Trustees presiding. This meeting shall be held no less than ten (10) calendar days after written notice of the date and time of the meeting is given to the employee and a Union representative, who shall be permitted to attend the meeting.

The Employer shall not suspend without pay, demote, or terminate an employee without first conducting a pre-disciplinary meeting as provided above. In the event the Employer suspends an employee with pay pending a pre-disciplinary meeting and the decision of the Township Trustees after the pre-disciplinary meeting is to suspend or terminate the employee and such decision of the Trustees is either not timely taken to arbitration under the grievance procedure as provided herein or is upheld in whole or in part by the arbitrator, the employee shall repay to the Employer all pay received by the employee during the period of such suspension

with pay not to exceed the length of the suspension or discharge finally imposed. The Employer is hereby authorized to collect any such repayment due by payroll deduction without further authorization. Employees may appeal suspensions, demotions, or terminations directly to Step 3 of the grievance procedure.

All disciplinary action taken against an employee shall become a permanent part of the employee's personnel records but verbal warnings shall not be considered in subsequent disciplinary decisions after twelve (12) months after the effective date of such action providing there is no intervening disciplinary action involving the same or similar offense during such twelve (12) month period, written warnings shall not be considered in subsequent disciplinary decisions after twenty-four (24) months after the effective date of such action providing there is no intervening disciplinary action involving the same or similar offense during such twenty-four (24) month period, and suspensions shall not be considered in subsequent disciplinary decisions after thirty-six (36) months after the effective date of such action providing there is no intervening disciplinary action involving the same or similar offense during such thirty-six (36) month period.

ARTICLE 12.

REOPENING NEGOTIATIONS

In the event that during the term of this Agreement there is established a new job classification, negotiations shall be immediately held to establish the conditions of employment of said classification.

ARTICLE 13.

GRIEVANCE PROCEDURE

1. A grievance is a complaint that the Township has violated this Agreement. The procedure outlined below shall be used to resolve any grievance that arises between an employee and the Township or the Union and the Township, with respect to the interpretation or application of this Agreement.
2. An aggrieved employee shall first discuss the problem with the Union Grievance Committee with or without a representative present and attempt to resolve the dispute without proceeding to the first step of the grievance procedure. However, a grievance must be taken up at Step 1 of the grievance procedure within seven (7) calendar days of its occurrence or when the employee, exercising reasonable diligence, can

reasonably be assumed to have become aware of the cause for the grievance. Any grievance which is not timely filed shall be considered void.

3. Steps of the grievance procedure:

Step 1. The grievance shall be presented in writing to the Chief or his/her designated representative stating the exact violation alleged and the section of this Agreement alleged to have been violated. Within seven (7) calendar days after receipt of the grievance, a grievance meeting shall be scheduled by the Chief or his/her designated representative, who shall issue a written decision on the grievance within seven (7) days after the close of such grievance meeting. If the decision of the Chief or his/her designated representative at this step of the procedure is not acceptable, the grievance and all material relevant to the grievance may be submitted by the grievant to Step 2 of the grievance procedure within ten (10) calendar days of receipt of the decision of the Chief or his/her designated representative.

Step 2. The Board of Township Trustees shall convene a hearing within ten (10) calendar days after receipt of the grievance at this step and shall make a decision in writing on the matter within ten (10) calendar days after this hearing.

Step 3. **Arbitration.** If a matter has not been satisfactorily settled through the procedure set forth above, the Union, within ten (10) days after issuance of the decision of the Board of Township Trustees or longer if agreed, may request in writing that the matter be submitted to arbitration. In the event of arbitration, the parties shall state in writing the issues to be arbitrated and shall attempt to agree upon an arbitrator. In the event of a failure to agree upon an arbitrator, the Township and the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Within five (5) working days after the day of receipt of the list of arbitrators from FMCS, the Township and the Union will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin. The Township and the Union will notify FMCS of the arbitrator whose name remains and who will serve as arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS.

As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute. The Union and the Township shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense of calling its witnesses (including any lost wages) to testify in its case. Each party shall bear one-half of the expenses incident to the cost of the services of the arbitrator. The arbitrator shall make a decision within twenty (20) calendar days after submission of the case to him/her after such hearing. If such decision is within the authority herein conferred upon him/her, by this Agreement, it shall be final and binding upon the Township and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

- A. The arbitrator shall be the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement.
 - B. The arbitrator shall have no authority to add to, strike from or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitrations by the terms hereof; and
 - C. The arbitrator shall have the authority to decide only the issue on which the parties have agreed to submit to the arbitrator as above provided.
4. The grievant has the right to representation of a grievance representative at all steps in the grievance procedure and shall have an opportunity to fairly present his/her case by the presentation of witnesses or other pertinent information. A grievant and appropriate testifying witnesses shall be entitled to be present at any step in the grievance procedure and shall not lose pay as a result of such attendance if a Step 1, 2 or 3 meeting is scheduled during working hours, except that if the grievance involves more than one grievant one of the grievants shall be elected as spokesman and shall be accorded the no-loss-of-pay privilege.
 5. The time limits imposed by this Article may be extended at any step by mutual consent of the parties. The parties, by mutual agreement, may also agree to skip any step of the grievance procedure in order to promote the expeditious resolution of a particular grievance.

6. As used in this Article, "calendar days" shall be defined as including all days, but excluding holidays and the date the grievance is filed, appealed, or answered.
7. Each party may have a ten (10) day extension of time in any portion of the grievance procedure, provided that within the stipulated time a written notice is furnished to the other party of the exercising of the ten (10) day extension.

ARTICLE 14.

HEALTH AND SAFETY

The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. The Employer shall continue to make adequate provisions for safe working conditions and for healthful sanitary surroundings insofar as the nature of the work and the Employer's facilities will permit for its employees during the hours of their employment. Each employee shall abide by all applicable federal, state and local safety laws, rules and regulations. The Union and the employees agree to notify the Employer immediately, in writing, of any safety hazard or safety violation observed by them.

The Employer and the Union shall form a Safety Committee consisting of two (2) Employer representatives designated by the Employer and two (2) employee representatives designated by the Union. It shall be the responsibility of such Safety Committee to meet periodically to review and discuss safety and health conditions of the Department. The Safety Committee by a majority vote of its entire membership may make specific recommendations to the Trustees concerning safety and health conditions. The Employer shall notify the Safety Committee of the licensed physician selected by the Employer to perform periodic physical examinations and shall discuss with the Safety Committee in advance any change in the selected physician.

All bargaining unit employees shall take a base line physical examination as scheduled by the Employer which base line physical examination shall be paid for by the Employer and shall consist of the following:

BASE LINE PHYSICAL EXAMINATION

1. Medical History
2. Physical Exam
3. EKG with Interpretation
4. Pulmonary Function (Spirometry) with Interpretation

5. Audiogram
6. Chest X-Ray PA, LA, and Apical Lordotic
7. Tetanus Booster (if needed)
8. Treadmill Stress Test
9. Lab Work Including:
 - Chem 25 w/SGPT
 - CBC w/Diff. & PLTS
 - T3, T4, TSH
 - Magnesium – RBC
 - CPK
 - PT & PTT
 - Reticulocytes
 - Heavy Metal Screen (Lead, Mercury, Arsenic)
 - RBC Protoporphyrins
 - Cholinesterase RBC & Serum
 - Urinalysis

Thereafter, routine periodic physical examinations consisting of the following:

ROUTINE PERIODIC PHYSICAL EXAMINATION

1. Medical History and Examination
2. Audiogram
3. Pulmonary Function Study
4. Electrocardiogram (as indicated)
5. Chest X-Ray (as indicated)
6. Strength Test
7. CBC
8. Urinalysis
9. Chem 12
10. Stress Test (as indicated)

shall be given to bargaining unit employees 40 years of age and older every two (2) years and to bargaining unit employees under the age of 40 years every three (3) years. Subject to the above

provisions, such routine periodic physical examinations shall be taken during the months of April, May and June as scheduled by the Employer and paid for by the Employer.

All base line physical examinations and routine periodic physical examinations shall be given by a licensed physician designated by the Employer. The Employer shall instruct the physician selected to maintain and preserve the medical records and to only provide the Employer with a report indicated whether the employee meets the Medical Requirements for Firefighters under NFPA 1582 and if the employee does not meet such requirements what specific restrictions or limitations would apply to his or her duty. The physician shall be also instructed to send to the employee a copy of the report furnished to the Employer.

In the event the physician's report differs from the employee's treating physician, a third opinion will be obtained by a physician who specializes in the type of condition or illness, or injury the employee has. The third physician will be chosen by the mutual agreement of the employee's attending physician and the Employer's physician. The third medical report will be made available to the Employer containing medical information related to the employee's ability to perform the duties of his or her position. The employee shall authorize all the physicians to release such information to the Employer. Pending the results and action on any third medical report, the employee, at his or her option, may utilize any sick leave or other paid time off available to him or her or elect to take an unpaid leave of absence. If it is determined that the employee is not able to perform the duties of his or her position, the employee may be placed on a job he or she can perform or on sick leave or disability leave, if available.

In order to assist each Firefighter in maintaining physical fitness the Employer shall offer each bargaining unit member the opportunity to join the Marion YMCA under the Employer's membership program. The cost of such YMCA membership shall be paid one-half by the Firefighter selecting membership and one-half by the Employer, with the Firefighter's share being paid by payroll deduction without further authorization. As an alternative to such YMCA membership a Firefighter may join another health fitness facility approved in advance by the Employer and the Employer shall reimburse the Firefighter a portion of such membership cost in an amount equal to one-half of such cost or one-half of the cost of the Marion YMCA membership, whichever is less, upon presentation of a paid receipt for such membership.

ARTICLE 15.

NON-DISCRIMINATION

The Employer and the Union agree that they will continue to refrain from discrimination against any employee because of protected status, such as age, sex, marital status, race, color, creed, national origin, disability, handicap, military status, or other protected group status. In keeping with the foregoing, harassment of employees by anyone, including any supervisor, co-worker or others is strictly prohibited.

Except as otherwise specifically provided herein, whenever used in this Agreement the use of words of one gender shall include all genders; the use of the singular shall include the plural and the use of the plural shall include the singular.

ARTICLE 16.

PROTECTIVE CLOTHING AND EQUIPMENT

The Employer will furnish and thereafter maintain at no cost to the employee gloves, helmets, protective clothing for structural fire fighting necessary to preserve and protect the safety and health of the Firefighter. The aforesaid is directed to what is commonly called "Turnout Equipment". The specifications for all such Turnout Equipment hereafter purchased by the Employer shall be determined by the Employer only after reviewing and considering the recommendation of the Safety Committee.

ARTICLE 17.

CLOTHING ALLOWANCE

The present method of the Employer purchasing the clothing will be continued, and maintenance of same shall be continued by the employees as heretofore.

Upon original employment the Employer shall supply the new employee with six T-shirts, six light blue shirts, two job shirts, six pants, one pair safety shoes or boots, as the employee shall choose, and one winter coat. Thereafter, shirts, pants, shoes or boots, and coats will be repaired and/or replaced by the Employer on an as needed basis as determined by the Employer. This clothing constitutes a uniform and is limited to wear on-duty and to and from duty only.

In the event of damage to the uniform in the performance of duty same will be immediately repaired or replaced, depending upon the extent of damage. Replacement at Employer expense. Any clothing not turned in shall have all insignia removed.

ARTICLE 18.

TRAINING

It shall be the responsibility of each employee to provide the Chief with his or her current certificates and all documentation and records concerning his or her continuing education and to notify the Chief at least six (6) months in advance of the need to complete continuing education to maintain his or her certifications. It shall be the responsibility of the Fire Chief or his designee to provide training opportunities for recertification at all levels of Fire and EMS as required by the State of Ohio and to maintain written records to assist each employee in retaining the necessary certificates to meet his or her job requirements; however, it shall be the responsibility of the individual employee to maintain his or her certification as required by the State of Ohio at all levels of Fire and EMS.

All new full-time employees in the Fire Department shall receive a provisional appointment for a period of one (1) year or until such time as all of the following requirements are met, whichever comes later:

- Certification as full time firefighter in the State of Ohio as required by the Ohio Revised Code;
- Certification as an EMT-P in the State of Ohio.

Enrollment in the above courses will be accomplished as soon after the start of full-time employment as can be scheduled by the Fire Chief.

Time spent on the above requirements shall be on duty and with regular pay. In the event required classes or clinical sessions fall outside the regular duty shift of the employee, the employee shall receive overtime.

It is the understanding of the Employer and the Union, that at times, it may be necessary to place an employee on a forty (40) hour workweek to meet any or all of the above requirements. Should this become necessary, the Fire Chief or his designee shall provide written notice to the employee no less than three (3) calendar days prior to the change in the work schedule. Written notice shall include the beginning and ending dates for the change in hours, the last scheduled shift prior to the change and the first scheduled shift after the return to the employee's normal schedule. Tuition shall be at the Employer's expense with the exception of paramedic training. Tuition for paramedic training will be the responsibility of the employee and will be reimbursed by the Employer within thirty (30) calendar days following successful

completion and certification. Expenses connected with the above requirements shall be paid or reimbursed by the Employer. Such expenses shall include school material, required clothing and lab supplies, out of county expenses such as housing as approved in advance by the Employer, out of county meals (\$15.00 per day maximum), and out of county mileage compensated at the current State of Ohio reimbursement rate. Upon full completion of the above requirements, the provisional employee shall be evaluated by the Fire Chief and his recommendation sent to the Township Trustees who shall act on a permanent appointment to the Fire Department. Until such time the provisional employee may be terminated at anytime with or without just cause. Should the provisional employee be terminated at no fault of his own, said employee will be reimbursed for the paramedic tuition immediately following such termination.

In the event an employee fails to acquire a State or National EMS certification, the employee may be permitted to retest two (2) additional times, the last time being at the employee's expense. This condition shall only apply when it does not supersede Ohio law.

As used herein the term "required training" is defined as training required to maintain the State certification an employee is required to have to fulfill his or her job classification with the Department and/or any training that is required by the Employer. Time spent on required training shall be on duty and with regular pay. In the event required training (classes, lectures, clinical sessions) cannot be attended on duty time, the employee shall receive overtime for actual time spent in said training. Tuition for required training shall be reimbursed by the Employer within thirty (30) calendar days. Expenses connected with the required training shall be paid or reimbursed by the Employer in the same manner as set forth above for provisional employees. Any required training that involves a cost factor to the Employer, other than on duty pay or overtime or requires the employee to leave the station causing a reduction in manpower, shall require pre-authorization from the Fire Chief. Requests for such pre-authorization shall be in writing to the Fire Chief no less than thirty (30) days prior to the class deadline. The Fire Chief shall reply in writing within ten (10) days of the request.

As used herein the term "elective training" is defined as voluntary training approved by the Fire Chief in writing in advance for an employee who desires to take such training to better his/her skills in the operation of the Fire Department. In the event any such elective training approved by the Fire Chief cannot be attended on duty time, the employee shall be paid for such time reasonably necessary to attend such elective training. Tuition, fees and other expenses

related to any such elective training shall be reviewed on a case by case basis. Any tuition, fees or other expenses for elective training not approved in advance by the Fire Chief for payment by the Employer shall be the sole responsibility of the employee. All requests for elective training shall be submitted in writing through the chain of command at least twenty-four (24) hours in advance and must be approved by the employee's immediate supervisor before it will receive consideration by the Fire Chief.

It is the understanding of the Employer and the Union that required training as well as the training of provisional employees and incentive training courses shall not interfere with the ability of full-time employees to use their earned vacation and compensatory hours as defined in other sections of this Agreement. Should the Department fall below minimum manning as a result of such training, overtime shall be at the Employer's expense.

ARTICLE 19.

SENIORITY

Except in the case of layoffs, seniority shall be determined by continuous service in the Fire Department, calculated from the date of original appointment as a full-time firefighter and including periods of layoff. Continuous service shall be broken only by registration, discharge, retirement, leave of absence or layoff lasting longer than the employee's accrued seniority or eighteen (18) months whichever is less.

ARTICLE 20.

DEPARTMENTAL PROMOTION POLICY

Promotions within the bargaining unit shall first be offered to qualified current employees in accordance with the provisions of this Departmental Promotion Policy before being filled from the outside.

As used herein the term "promotion" shall mean the advancement of an employee to any position above a Step 4 Firefighter.

To be eligible to be considered for promotion to lieutenant an employee must be a Step 4 Firefighter, be certified as a EMT-P, possess a valid Ohio Driver's License and have satisfactorily completed Ohio Emergency Vehicle Operator training, and have the physical ability to perform manual labor under adverse conditions and under severe weather conditions. Anyone promoted to Lieutenant who does not possess certification as a Fire Safety (Prevention) Inspector from the State of Ohio must obtain such certification as soon as possible but not later

than six (6) months after the promotion. The Employer shall pay the tuition, food, lodging and travel for such course at the Ohio Fire Academy. If the employee fails to obtain such certification within such time period, he or she shall be disqualified from the promotion and returned to his or her former position. Except as otherwise provided herein, in order to be eligible to be considered for promotion to a higher position with the Department an employee must possess all of the qualifications as set forth in the job description for the higher position.

In order to be considered for promotion to a higher position within the Department, eligible employees must take such written, oral, and practical promotional examinations designed and administered by the Ohio Fire Chiefs Association or such other provider as may be agreed upon by the Union and Fire Chief as may be required by the Fire Chief and/or the Marion Township Trustees and must pass the examinations with at least a seventy percent (70%) score. Employees receiving at least a seventy percent (70%) score on such written examinations shall then be eligible for extra credit points for seniority and efficiency as set forth in Section 124.45 of the Ohio Revised Code. The Fire Chief, after consultation with the Union, may adopt and implement a written policy to determine extra points to be awarded for efficiency. Such promotional examinations shall be given whenever i) there is an opening for promotion to a higher position and there is not at least one (1) eligible employee on an eligibility list or ii) every three (3) years, whichever event occurs sooner and all such promotional examination results shall become invalid and not considered in determining promotional opportunities three (3) years from the date the list is certified by the Marion Township Board of Trustees. Notice of all promotional examinations and the subject matter thereof as well as the reference sources shall be given at least sixty (60) days prior to the date of the examination and any eligible employee who desires to take the examination shall notify the Fire Chief in writing of their intention to do so at least fifteen (15) days prior to the date of the examinations. Eligible employees may also earn Incentive Points which will be added to the final score of such promotional testing. Upon execution of this Agreement an unbiased committee made up of not more than two representatives of the Union and not more than two representatives from Management shall be formed and shall meet periodically and recommend to the Fire Chief incentive training courses and Incentive Points to be awarded for the successful completion of each incentive training course. The Fire Chief shall, within thirty (30) days after receipt of such recommendations, in his sole discretion, determine from the recommendations received, the training that will qualify

for incentive training courses and the Incentive Points to be awarded for the successful completion of each such incentive training course. The incentive training courses and Incentive Points to be awarded for the successful completion of each such incentive training course shall be posted by the Fire Chief at the Fire Station and shall not be changed within one (1) year of the administration of the applicable promotional exam unless mutually agreed between the Employer and the Union.

When a vacancy arises the position shall first be offered to those on the eligibility list for the vacant position with the person with the higher or highest score being offered the position before anyone with a lower score.

All employees having a passing score of at least seventy percent (70%) before any extra credit points for seniority and efficiency are added and who do not receive a promotion shall be placed on an eligibility list for consideration for future promotions and shall be eligible for an acting Lieutenant position when required on their respective duty shift.

ARTICLE 21.

HOLDOVER TIME

In the event an employee is required to continue beyond his or her regular quitting time, he or she shall be entitled to overtime (time and one-half) in fifteen (15) minute increments or compensatory time off, if requested by the employee, and such hold over time shall not be counted in the overtime record .

ARTICLE 22.

EXCHANGE OF WORK TIME

Bargaining unit employees shall have the right to exchange shifts or parts thereof so long as such exchange does not result in overtime, but only after making prior written request prior to midnight the day before the desired exchange of work time furnished to the Chief or his authorized representative and obtaining his approval. In the event, however, a written request for exchange of work time is submitted to the Chief or his authorized representative after midnight of such day and is accompanied by the reason for such requested exchange of work time and the reason why it was not timely submitted prior to midnight on such day, such request will be given consideration and may be granted by the Chief, or his authorized representative in his sole discretion subject to the rules and procedures established by the Chief. A lieutenant on duty at the station shall have the authority to approve such requests in the absence or

unavailability of the Chief or his designee and in accordance with the rules and procedures of the Department.

All bargaining unit employees shall have the right to exchange full shifts with another bargaining unit employee of the same shift (currently referred to as a Kelly day exchange) regardless of rank or classification, but only after making prior written request to the Chief or his authorized representative and obtaining his approval. In addition to the foregoing, the Chief or his designee in their sole discretion in emergency or other special circumstances where prior written request and approval was not possible, may authorize exchange of shifts or portions thereof.

ARTICLE 23.

WORK HOURS

The workweek for Fire Suppression Personnel in the bargaining unit (excluding the Fire Safety Inspector) shall be an average of forty-eight (48) hours per week during the term of this Agreement, with scheduled twenty-four (24) hour shifts starting at 7:00 A.M. and ending at 7:00 A.M. the following day, as now practiced (A Shift, B Shift, C Shift). It being the intention of the parties hereto that Firefighters' regular work will not involve time working in excess of allowable time for regular work under the Fair Labor Standard Act according to the work period. It being recognized that in certain seven (7) calendar day periods a Firefighter may work more than forty-eight (48) hours, while in other seven (7) calendar day periods he will work less than forty-eight (48) hours. The workweek for the Fire Safety Inspector shall normally be five (5) days of eight (8) hours per day, Monday through Friday.

ARTICLE 24.

KELLY DAY SELECTION

A "Kelly Day" is a continuous twenty-four (24) hour period of time off duty for those employees working the three (3) Shift system to bring the workweek to an average of forty-eight (48) hours. Each bargaining unit member will receive a "Kelly Day" every seventh (7th) scheduled duty day.

By December 1 of each year, each bargaining unit employee shall select, in order of seniority on his/her shift, his/her Kelly Day for the ensuing year. Such selection as finally posted by the Chief shall go into effect on January 1 and, except as otherwise provided herein, shall remain effective for the next twelve (12) full calendar months. In the event of any scheduling

changes or adjustments during the ensuing year, the reassigned employee shall take the Kelly Day of the employee whom he/she replaces on the shift. Two Lieutenants on the same shift shall not be permitted to select the same Kelly Day.

ARTICLE 25.

LONGEVITY

A Longevity Program for the Fire Suppression and NON-Fire suppression personnel is established and applied to the present STEP 4 BASE as follows:

1. After completion of five (5) consecutive years as a full-time Firefighter with the Department since his or her most recent date of hire, each employee will receive two percent (2%) additional as longevity compensation.
2. After completion of ten (10) consecutive years as a full-time Firefighter with the Department since his or her most recent date of hire, each employee will receive three percent (3%) additional as longevity compensation.
3. After completion of fifteen (15) consecutive years as a full-time Firefighter with the Department since his or her most recent date of hire, each employee will receive four percent (4%) additional as longevity compensation.
4. After completion of twenty (20) consecutive years as a full-time Firefighter with the Department since his or her most recent date of hire, each employee will receive five percent (5%) additional as longevity compensation.
5. After completion of twenty-five (25) consecutive years as a full-time Firefighter with the Department since his or her most recent date of hire, each employee shall receive six percent (6%) additional as longevity compensation.
6. After completion of thirty (30) consecutive years as a fulltime Firefighter with the Department since his or her most recent date of hire, each employee shall receive seven percent (7%) additional as longevity compensation.

ARTICLE 26.

OUT OF CLASSIFICATIONS

Whenever there is no Lieutenant on duty and a Firefighter of less rank must perform the duties of a Lieutenant, the Firefighter will be paid One Dollar and Fifty Cents (\$1.50) per hour extra when he takes the responsibilities of a Lieutenant. In offering duty to a Firefighter to perform the duties of a Lieutenant, those employees on the eligibility list for the position of Lieutenant then scheduled to work (including those scheduled on overtime) shall be offered the duty based on their position on the eligibility list before anyone else. If a Firefighter refuses to take the duty, he shall be deemed to have refused it for all periods of time that the duty is thereafter available during the period of the current eligibility list and shall automatically be removed from the eligibility list that is then currently in effect. If the duty is not filled from those employees on the eligibility list then scheduled to work, then the duty shall be offered to the next Firefighter on the eligibility list for Lieutenant or Lieutenant on the Overtime List. If the duty is not filled from those on such eligibility list or Lieutenant overtime, then seniority among those then scheduled to work (including those scheduled on overtime) shall prevail.

ARTICLE 27.

OVERTIME

Firefighter/EMT-P overtime shall be authorized any time the career Firefighter strength is reduced below four (4) bargaining unit members. Provided, however, the provisions of this paragraph shall not be required to be adhered to during times of layoff. For purposes of determining the minimum staffing requirement of this paragraph, provisional employees who have completed ninety (90) days of service as a provisional employee and who have received proper certification as full-time Firefighters in the State of Ohio as required by the Ohio Revised Code and have received proper certification as Paramedics in the State of Ohio shall be included.

As soon as it is known that overtime will be required, the officer in charge at Station One shall be notified and such officer in charge shall make all of the required phone calls for the overtime required, starting no earlier than 0530 hours for 0700 hour duty. The Lieutenant or Acting Lieutenant on duty at Station One shall be responsible for calling of the overtime and for the proper recording of the same in the overtime records in accordance with the following procedures for calling and recording of overtime which shall be strictly adhered to:

VAC	Vacation	Person is on vacation time off NO CALL – NO CHARGE However, a person will be called and charged for overtime offerings prior to and following scheduled vacation days.
SL	Sick Leave	Person is on Sick Leave
IL	Injury Leave	Injury Leave or Funeral Leave
FL	Funeral Leave	NO CALL – NO CHARGE A person on Sick Leave, Injury Leave, or Funeral Leave, is considered on said leave until they return to their regular duty shift and therefore will not be called for overtime.
OD	On Duty	The person is scheduled to be on duty NO CALL – NO CHARGE
NA	No Answer	Person was not home to accept the offering of overtime NO CHARGE

- 7) As new people are hired they shall be placed on the overtime record and given the amount of hours equal to the person having the highest number of hours following permanent appointment;
- 8) Overtime that becomes necessary after 0700 hours shall be called as soon as the Lieutenant or acting Lieutenant becomes aware of the necessity for the overtime;
- 9) Persons who voluntarily come in for Call-Ins shall not have that time recorded on the overtime record;
- 10) If an ALL CALL emergency is declared by the Fire Chief, Assistant Fire Chief or Officer in Charge, the dispatcher shall put out the ALL CALL pager tones and announce that a GENERAL CALL-IN HAS

BEEN ISSUED BY ORDER OF THE CHIEF (or Assistant Chief or the Officer in Charge). This call shall be mandatory and the normal overtime procedure set forth above shall be disregarded. A minimum of two (2) hours of overtime shall be paid for ALL CALL emergencies to which an employee properly reports;

- 11) When a person is on his or her Kelley Day, he or she is on a regular day off and must be called in his or her rightful order;
- 12) The Township shall not be responsible for any errors in the order of calling by the Lieutenant or Acting Lieutenant or the recording of overtime by the Lieutenant or Acting Lieutenant;
- 13) Insofar as practicable, overtime required to cover special events such as the Marion Popcorn Festival shall be called the morning for which it is offered and in accordance with the guidelines established above;
- 14) All overtime not directly related to minimum manning shall be paged out. The senior Firefighter responding within the specified time limit on the page will be granted the overtime. There will be no charge on the overtime list;
- 15) If an employee on compensatory time, sick leave or other leave returns to duty prior to the expiration of the requested time off, an employee called in on overtime shall be relieved from duty at the completion of his/her current duty hour.

Notwithstanding the foregoing, in the event the Fire Chief, the Assistant Fire Chief, or the Officer in Charge, determines that a situation requires the special knowledge or skills of a particular Firefighter or Firefighters, the Fire Chief, Assistant Fire Chief, or Officer in Charge, may call in whatever personnel he determines is best suited to respond to the need at hand, provided, however, in the event two (2) or more persons are best suited to respond to the need at hand seniority among those best suited to respond to the need at hand shall prevail. A minimum of two (2) hours of overtime shall be paid for all overtime worked requiring such special knowledge or skills.

Except as otherwise hereinafter specifically provided, overtime shall be paid only for time actually worked and shall be maintained on a quarter hour (i.e. 15 minute) basis.

Notwithstanding the foregoing, Firefighters responding to an emergency response call (station fill-in) within sixty (60) minutes of the radio page shall be paid at double their respective pay rate for the first hour after the radio page rather than the standard overtime rate. Any time worked past such first hour will be at the standard overtime rate. Firefighters shall remain on overtime duty until the officer in charge releases them. In the event a Firefighter leaves before the officer in charge releases him, he will only be paid for time worked.

ARTICLE 28.

LIABILITY INSURANCE

Professional Liability Insurance covering all regular full-time Firefighters and EMS personnel will be purchased and paid for by the Employer. Deductibles and attorney fees shall be paid by the Employer in the event a Firefighter or EMS personnel is involved in a lawsuit arising out of the performance of his or her duty as an employee of this Employer.

The Employer will continue insurance to the extent available and economically feasible.

ARTICLE 29.

LIFE INSURANCE

The Employer shall provide, at no cost to the employee, a Twenty Thousand Dollar (\$20,000.00) term life insurance and accidental death and dismemberment insurance policy.

ARTICLE 30.

HOSPITALIZATION/MAJOR MEDICAL BENEFITS

During the term of this Agreement the Employer shall offer hospitalization/major medical coverage for all eligible bargaining unit employees. The Employer reserves the right at all times to select the insurance carrier or carriers, health maintenance organization or organizations, or other providers of such coverage. So long as such coverage remains reasonably available, the basic hospitalization/major medical protection plan offered shall include no less than the coverages and benefits currently offered under the existing Starmark Plan.

Effective December 1, 2013, the monthly premium cost for such hospitalization/major medical coverage shall be shared between the Employer and each covered employee with the Employer contributing eighty percent (80%) of each month's premium and with the employee paying the remaining monthly premium cost, provided, however, in no event shall the Employer's monthly contribution for Employee only, Employee and Spouse, Employee and Child, or Family coverage exceed ten percent (10%) more than the Employer contributed for

such respective coverage the preceding policy year. The employee's portion of such monthly premium cost shall be paid by payroll deduction without any further authorization.

During the term of this Agreement the Employer shall continue to sponsor a Health Savings Account ("HSA") for each bargaining unit employee who subscribes to such hospitalization/major medical coverage and shall contribute matching funds to each employee's HSA who contributes thereto each pay period throughout the year up to a maximum of \$2,000.00 per year for those employees with family coverage and \$1,000.00 per year for those employees with single coverage. The employee shall have the option of making contributions to his HSA by payroll deduction. For those employees who become eligible for and subscribe to such hospitalization/major medical plan after the month of January of the calendar year, the Employer shall contribute to such employee's HSA on a prorated basis.

The Employer and the Union shall form a joint Health Insurance Committee composed of two (2) members from the Union designated by the Union and two (2) members from management designated by the Trustees to meet to discuss health insurance coverage, premiums, alternative plans, and related issues at the time for policy renewal, if there is a change in coverage, or other concerns related to the hospitalization/major medical plan.

ARTICLE 31.

CREDIT UNION

Changes in the amount to be deducted and paid to the Credit Union shall be made July 1st and January 1st each year. In the event of a desire to drop out of the Credit Union, the Clerk is to be notified. In the event of a dropout, reinstatement to the Credit Union deduction program can only be made on January 1st and July 1st, and only after one of such times has been passed.

ARTICLE 32.

LAYOFFS

Should it become necessary, for economic reasons, to either temporarily or permanently layoff any Firefighter, then said layoffs shall proceed only after all part-time employees of the Marion Township Fire Department have first been laid off and then according to the inverse order of seniority on the Marion Township Fire Department.

In the event a municipal corporation annexes a portion of the Township territory which results in the Township reducing the number of Firefighters in the firefighting force of the Township, the reduction shall be made by dismissal of Firefighters in the inverse order of

seniority, with the employee with the least time of service being dismissed first, all in accordance with the provisions of Section 709.012 of the Ohio Revised Code as now in force or hereafter amended.

ARTICLE 33.

HOLIDAYS

Paid Holidays shall consist of:

- New Years Day (January 1st)
- Martin Luther King Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Any employee who is scheduled to work and does work on a Holiday shall receive time and one-half for those hours which he or she works during the Holiday in addition to his or her regular pay for such hours worked.

ARTICLE 34.

VACATION

Vacation Accrual

Each Firefighter-EMT shall earn annual vacation time as follows:

After completion of 6 months, 2 – 24 hour duty days, which may be taken in the second 6 months of his first year of employment.

After completion of one (1) year and less than five (5) years as a full-time Firefighter with the Department, 4 – 24 hour duty days.

After completion of five (5) years and less than ten (10) years as a full-time Firefighter with the Department, 6 – 24 duty days.

After completion of ten (10) years and less than fifteen (15) years as a full-time Firefighter with the Department, 8 – 24 duty days.

After completion of fifteen (15) years and less than twenty (20) years as a full-time Firefighter with the Department, 10 – 24 duty days.

After completion of twenty (20) years and less than twenty-five (25) years as a full-time Firefighter with the Department, 12 – 24 duty days.

After completion of twenty-five (25) years as a full-time Firefighter with the Department, 14 – 24 duty days.

Vacation Scheduling

Vacation leaves shall be scheduled, approved and taken as follows:

1. Up to three (3) twenty-four (24) hour duty days may be submitted by January 31 of each year and will be awarded in order of seniority.
2. The remainder of the employee's earned vacation time may be taken on a first come first serve basis in full single 24 hour duty days or 12 hour one-half (0700 to 1900 or 1900 to 0700) duty days, provided:
 - A. All requests for leave must be documented and submitted at least twenty-four (24) hours prior to its intended use.
 - B. All requests for leave must be signed by the employee and delivered to his immediate supervisor (Lieutenant) who shall acknowledge receipt thereof, verify from the information available to him that the employee has the requested vacation available and promptly notify the Chief in writing thereof. All requests for vacation shall be subject to approval by the Chief. If an employee takes more vacation than he has available and earned prior to approval by the Chief the employee shall repay the Township the vacation received.
 - C. It shall be each Firefighter's responsibility to maintain an accurate record of all vacation entitlement and vacation time taken and a Firefighter shall not request or take more vacation than he has accrued, even if it has been approved. Any Firefighter who takes more vacation than he is entitled to shall be subject to discipline.
3. No more than a total of two (2) bargaining unit employees may be on any combination of vacation leave and/or compensatory time off at the same time, provided, however, if more than one person is off on sick leave, educational leave, elective training, or other leave then

the Chief or his designee may limit the total to be off on vacation leave at the same time to one (1), if not previously approved.

Each employee shall have the right to convert up to two (2) days of unused vacation time per vacation year to compensatory time off so long as his or her total accumulated compensatory time does not exceed one hundred twenty (120) hours. Such vacation days transferred to another employee may not be converted by that employee to his or her compensatory time off.

ARTICLE 35.

COMPENSATORY TIME

An employee who has worked overtime or holiday shall be allowed to receive compensatory time off at the overtime rate in lieu of pay if the employee so elects.

The conditions of compensatory time shall be:

1. Except as otherwise provided herein compensatory time must be requested at least one (1) hour before compensatory time off is to be taken but otherwise in the same manner as Vacation Time.
2. Taken in not less than four (4) hour periods.
3. It shall not cause the shift to go below minimum manning, causing overtime.
4. In the event a Firefighter has approved compensatory time-off it shall not be revoked if the station falls below minimum manning due to Sick Leave, Educational Leave, Elective Training, or on the job injury. Overtime shall result.
5. Compensatory time will be maintained in a Comp Time Bank. Accrual in this Bank up to a maximum of two hundred fifty (250) hours shall be permitted throughout the calendar year, but no more than one hundred twenty (120) hours may be carried over into the following year. All comp-time accrued in the employee's comp-time bank in excess of one hundred twenty (120) hours as of December 31 of each year shall be paid out to the employee in January of the following year.
6. Notwithstanding the foregoing conditions of compensatory time, the creation of overtime or minimum staffing requirements otherwise provided herein, the emergency use of comp time may be granted by the Fire Chief in his sole discretion in the event an employee has a personal emergency situation which requires him to leave during his or her shift or that requires him to otherwise be unavailable for a portion of his or her shift. The employee may be required to submit proof of the

personal emergency upon his or her return to work as a condition of such comp time usage.

7. No more than a total of two (2) bargaining employees may be on any combination of compensatory time off and/or vacation leave at the same time.

ARTICLE 36.

FAMILY MEDICAL LEAVE

In compliance with the Family Medical Leave Act of 1993 (the "FMLA"), Family Medical Leave shall be available to employees as hereinafter set forth.

An employee who has worked for Marion Township for at least twelve (12) months and for at least 1250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid Family Medical Leave for the following reasons:

- i) Birth and/or care of a newborn child of the employee within twelve (12) months after the birth of the child;
- ii) Placement of a child into the employee's family by adoption or by foster care arrangements within twelve (12) months after the placement of the child;
- iii) A serious health condition which renders the employee unable to perform the functions of the employee's position; and
- iv) In order to care for the employee's spouse, child or parent who has a serious health condition.

Requests for such Family Medical Leave of absence must be submitted to the Chief in writing. The request should be submitted at least thirty (30) days before the leave is to begin, or as soon as possible if thirty (30) days notice is not possible. An employee requesting Family Medical Leave due to a serious health condition will be required to provide the Chief with verification of the serious health condition from the medical care provider.

Employees will be required to use their available compensatory and vacation time and receive corresponding compensatory and vacation pay when any such Family Medical Leave is taken and available sick leave shall also be used when Family Medical Leave is taken because of serious health conditions.

During any such Family Medical Leave of absence, the Employer will continue to pay its portion of the health insurance premiums and the employee must continue to pay the employee's share of the premiums. Failure of the employee to pay the employee's share of the health

insurance premiums may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Employer for payment of health insurance premiums paid by the Employer during the Family Medical Leave, unless the employee does not return to work because of the presence of a serious health condition which prevents the employee from performing the employee's job or circumstances beyond the control of the employee.

During any such Family Medical Leave, the employee shall continue to accrue seniority and vacation. Other employment benefits accrued by the employee up to the day on which the Family Medical Leave of absence begins will not be lost.

In the case of a Family Medical Leave taken for serious health conditions, the leave may be taken intermittently or on a reduced hours basis but only if such leave is medically necessary. If intermittent or reduced hours leave is required, the Chief may in his sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

In the event a Family Medical Leave is taken for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless both the employee and the Chief agree and if both spouses are employed by the Employer, the combined leave shall not exceed twelve (12) weeks.

Employees who return to work from a Family Medical Leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their position or an equivalent position without loss of benefits or pay.

ARTICLE 37.

FUNERAL LEAVE

In case of the death of a member of the employee's immediate family (as hereinafter defined), the employee shall be entitled to up to five (5) calendar days off immediately following the day of death to make household adjustments, arrange for funeral services and to attend the funeral of the deceased. If any of the five (5) calendar days immediately following the day of death are scheduled tours of duty for the employee, he shall be compensated for such time for which he had a scheduled tour at his regular rate of pay. Members of the immediate family are defined as: the employee's mother, father, spouse, child, step-child, brother or sister.

If an employee is working, or scheduled to work on the day of the death, he shall be released from his duty, upon request for the balance of that tour. This exception shall not affect the entitlement to the funeral leave provided for above.

ARTICLE 38.

ON THE JOB INJURY

Any regular employee who is injured or disabled while in the performance of his duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall be carried on the regular payroll of the Employer for the period of disability, providing the extent of the injury or disability prevents such person from following his usual duties and provided further that such period shall in no case exceed thirty (30) calendar days. The employee shall keep the Chief or his designee fully informed on at least a weekly basis concerning his or her condition and progress toward recovery as well as the expected date of return to duty. The employer reserves the right to have the employee examined by a physician of its choice at any time.

Should the initial period of such disability exceed thirty (30) calendar days, the Employer on application thereof and proof of continued disability and a reasonable expectation of return to work shall extend the period during which such person is carried on the regular payroll for an additional thirty (30) days.

Should the period of such disability exceed sixty (60) calendar days, the Employer on application thereof and proof of continued disability and a reasonable expectation of return to work may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed one (1) year.

Injury pay extension requests, accompanied by a 'STATEMENT OF ATTENDING PHYSICIAN' setting forth the nature of the illness or injury and the need for additional time, must be presented to the Employer no later than one (1) week after expiration of the original sixty (60) days disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury days will be charged to sick days.

If an employee returns to work prior to expiration of the initial thirty (30) calendar day period and then is disabled at a later date due to the same injury, he or she may use the unused portion of the thirty (30) calendar day period and thereafter follow the procedure in these rules.

The employee shall refund to the Employer amounts received as temporary total disability benefits under the Ohio Workers' Compensation Law.

ARTICLE 39.

SICK LEAVE

Each bargaining unit employee shall accumulate 0.083334 hours sick leave for each hour worked. The employees may use sick leave upon approval of the responsible administrative officer for absence due to personal illness, pregnancy, injuries, exposure to contagious disease which could be communicated to other employees, illness, injury or death in the employee's immediate family (as defined in the Funeral Leave section of this Agreement), or for the death of the employee's grandparents, grandchild, current mother-in-law, current father-in-law, step-parent, step-brother and step-sister.

The reason for said sick leave request shall be submitted in writing by the employee and signed.

Unused sick leave shall be cumulative without limit. When an employee has accrued sick leave in excess of 2500 hours at the end of a calendar year all sick leave accumulated during said year and remaining unused may be cashed at one-half (1/2) regular pay rate. Upon retirement or resignation, or in the event of the death of employee, all unused sick leave time will be cashed at twenty-five percent (25%) of his current pay scale.

Sick leave shall be requested no later than 0530 hours of the day it is intended to be used and, except as otherwise hereinafter provided, shall be used for full days only unless the employee becomes ill while on duty, or is called off duty because of emergency in family, in which case the employee shall be charged only for the time actually off duty.

Sick leave shall not be used for medical, dental or other appointments on a regular work day, except in extreme emergency, it being the intention of this paragraph that the employee shall not schedule elective appointments for the employee or members of his immediate family on a regular scheduled work day. Further, in the event that an employee has an emergency situation, either for himself or his family, arising prior to arrival upon duty, the employee may report to work following the emergency situation provided the same does not exceed four (4)

hours. In addition, an employee properly using sick leave due to an illness in the employee's family, may use such sick leave in increments equal to one-half (1/2) of the employee's daily shift hours to be taken either at the beginning or end of such shift.

Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges,

The Employer may require an employee who has been on extended sick leave or who has developed a pattern of excessive absenteeism or who is unable to perform the normal duties of his or her position as documented by the Employer to take a physical examination conducted by a qualified licensed physician to determine the employee's ability to perform the duties of his or her position. The physician will be chosen by the Township and will be at the Township's expense. If the opinion of the Township's physician differs from the employee's treating physician, a third opinion will be obtained by a physician who specializes in the type of injury or illness the employee has. The third physician will be chosen by the mutual agreement of the employee's attending physician and the Township's physician. The third medical report will be made available to the Township containing medical information related to the employee's ability to perform the duties of his or her position. The employee shall authorize all the physicians to release such information to the Employer. If it is determined that the employee is not able to perform the duties of his or her position, the employee may be placed on a job he or she can perform or on sick leave or disability leave, if available.

An employee who takes sick leave and who remains on sick leave for a tour of duty scheduled to begin seventy-two (72) or more hours after the beginning of such sick leave must, prior to return to work, furnish the Employer with a physician's statement certifying that the employee is again healthy and able to return to work to perform the normal duties of his or her position.

Working for remuneration or otherwise engaging in secondary employment while receiving Sick Leave or On the Job Injury Leave benefits shall be deemed an abuse of such Leave and the employee shall forfeit such Sick Leave or On the Job Injury Leave.

ARTICLE 40.

DEATH OR DISABILITY

If any employee dies his estate shall be paid in cash for all accumulated vacation time and compensatory time. If any employee resigns due to disability, he shall be paid in cash for all accumulated vacation time and compensatory time. In the event of the death or disability of an employee, all of his unused sick leave shall be cashed in at twenty-five percent (25%) of his pay scale at the time of death or disability.

ARTICLE 41.

BADGE AND HELMET RETENTION

At retirement and upon request of the retiring Firefighter, the retiring Firefighter shall retain his Marion Township Fire Department Badge and Helmet. In the event of the death of an active Firefighter prior to his retirement and upon request of a member of the deceased Firefighter's family, such family member shall retain the deceased Firefighter's Marion Township Fire Department Badge and Helmet.

ARTICLE 42.

FORTY HOUR FIREFIGHTERS

Employees hired on and after June 17, 1996 shall serve a probationary period of one (1) year. During this new hire probationary the employee shall not be assigned to Station Two. Such probationary employees shall not be considered for out of classification duty or required to be called for overtime. Such probationary employees shall not have the right to exchange shifts or parts thereof.

Firefighters hired from and after June 17, 1996 may be assigned a work week of forty (40) hours until such time as their training is successfully completed and a vacancy exists for a regular forty-eight (48) hour week Firefighter or until otherwise assigned by the Chief. Such forty (40) hour work week shall normally consist of eight (8) hours per day, Monday-Friday, from 0800 hours to 1600 hours. No more than three (3) newly hired Firefighters may be assigned such a forty (40) hour work week at the same time. Exceptions to this schedule may be made to better accommodate training.

Compensation for such Firefighters working the forty (40) hour workweek shall be at the same effective hourly rate as the regular forty-eight (48) hour of workweek Firefighter with the same length of service. The effective hourly rate for the forty-eight (48) hour workweek Firefighter shall be determined by taking the applicable annual salary and dividing it by 2496 hours (48 hour workweek multiplied by 52 weeks per year equals 2496).

Firefighters working such forty (40) hour workweek shall not be permitted to work the rotational overtime schedule of the forty-eight (48) hour per week Firefighters but shall be permitted to respond to calls for emergency manpower which may result in overtime. The forty-eight (48) hour workweek Firefighters shall not be permitted to displace any of the forty (40) hour workweek Firefighters.

The forty (40) hour workweek Firefighters shall not be considered part of the minimum manning requirements, nor shall the forty (40) hour workweek Firefighter adversely affect the forty-eight (48) hour workweek Firefighters in regards to vacation and comp time off.

No more than one forty (40) hour workweek Firefighter may be off for vacation or comp time at the same time.

Notwithstanding the provisions of this Agreement, vacation time for forty (40) hour workweek Firefighters shall be earned as follows:

- After completion of six (6) months, one (1) week;
- After completion of one (1) year, two (2) weeks;
- After completion of five (5) year, three (3) weeks;
- After completion of ten (10) years, four (4) weeks;
- After completion of fifteen (15) years, five (5) weeks;
- After completion of twenty (20) years, six (6) weeks;
- After completion of twenty-five (25) years, seven (7) weeks.

A Firefighter assigned a forty (40) hour workweek, shall be reassigned to the regular forty-eight (48) hour workweek based upon seniority, as permanent openings occur on the regular forty-eight (48) hour workweek schedule unless sooner assigned by the Chief.

This Section does not create a new classification.

ARTICLE 43.

MONEY COMPENSATION

Effective January 1st, 2014, the base salaries shall be calculated in the following manner:

Step 4 is for a Firefighter/EMT, First Class, who has been in the full-time employment of the Department and satisfactorily completed three (3) or more years of full-time employment on the Department. The compensation shall be as follows:

Step 4 - \$51,250.00

Step 1 is a provisionally appointed Firefighter/EMT who has been a full-time member of the Department for less than one (1) year. Compensation shall be eighty-five percent (85%) of Firefighter First Class.

Step 2 is a Firefighter/EMT who has been a full-time member of the Department for more than one (1) year and less than two (2) years. Compensation shall be ninety percent (90%) of Firefighter First Class.

Step 3 is a Firefighter/EMT who has been a full-time member of the Department for more than two (2) years and less than three (3) years. Compensation shall be ninety-five percent (95%) of Firefighter First Class.

Lieutenant/Fire Safety Inspector - 12% of Step 4 per year additional
EMT-P - \$2,000.00 per year additional

On the following dates the amounts listed below will be added to the above base salary:

January 1st, 2015 - \$ 750.00
January 1st, 2016 - \$ 750.00

The aforesaid classifications shall be paid at such time as the Employer appoints an employee to said classification.

In the event of an increase in the rate of the required Employer's contributions to the Police and Firemen's Disability Pension System the Employer may reopen this Agreement only for the purpose of negotiating an adjustment of the base salaries set forth above in an effort to offset such increase in the rate of the required Employer contribution to the Police and Firemen's Disability Pension System by giving the Union written notice no later than thirty (30) days after any such increase becomes effective. Such negotiations shall be in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE 44.

RETIREMENT SYSTEM PAY PICK-UP

Subject to the conditions hereinafter set forth, and provided that the Department can lawfully initiate a pension "pick-up" as hereinafter set forth without the necessity of a private letter ruling from the Internal Revenue Service and without any out-of-pocket expenses to the Township, the Township shall, as soon as practicable initiate such pension "pick-up" by designating each employee's mandatory contribution to the State of Ohio Police and Firemen's Disability Pension System "picked-up" by the Township, as contemplated by Internal Revenue Service Ruling No. 77-464, and No. 81-36, although they shall continue to be designated as employee contributions, as permitted by Ohio Attorney General Opinions No. 82-097 and No. 84-036, in order that the amount of the employee's income reported by the Township as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory Police and Firemen's Disability and Pension System contribution which has been designated as "picked-up" by the Township shall be included in computing final average salary provided that no employee's total salary is increased by such "pick-up" nor the Township's total contribution to the Police and Firemen's Disability and Pension System increased thereby.

The Township's method of payment of salary to employees who are participants in the pension "pick-up" shall be modified in order to provide for a salary reduction pick-up of employer contributions to the State of Ohio Police and Fireman's Disability and Pension System, as follows:

The total salary for each employee shall be the salary otherwise payable under this Agreement. Such total salary of each employee shall be payable by the Township in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by the State of Ohio Police and Firemen's Disability and Pension System to be paid as an employee contribution by that employee, and shall be paid by the Township to such Pension System on behalf of that employee as a pick-up and in lieu of such Pension System employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the pick-up for

that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The Township shall compute and remit its employer contributions to the State of Ohio Police and Fireman's Disability and Pension System based upon an employee's total salary. The total combined expenditures of the Township for such employees' total salary payable under this Agreement including the pick-up provisions set forth herein shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation.

If the rules and regulations of the IRS or Ohio Police and Firemen's Disability and Pension System change, making this procedure unworkable, the Township and the Union agree to return, without penalty, to the former method of Employee/Employer contribution.

ARTICLE 45.

SAVINGS CLAUSE

Should any provision of this Agreement, as applied to either party or to any circumstance, be determined by a Court of final jurisdiction to be void or unenforceable, the same shall in no way affect any other provisions of this Agreement, or the validity or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of December, 2013.

TOWNSHIP OF MARION
MARION COUNTY, OHIO

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 2134

By Richard Rasmussen
Richard Rasmussen, Trustee

By Darrin Hollenbaugh
Darrin Hollenbaugh,
President

Lynn Clabaugh
Lynn Clabaugh, Trustee

and Jeff Harbaugh
Jeff Harbaugh
Vice President

LETTER OF UNDERSTANDING

It is understood and agreed that the post accident and reasonable suspicion testing provisions of the Township's Alcohol and Drug Free Workplace Policy shall be applicable to the fire fighters covered under the Collective Bargaining Agreement between the Marion Township Trustees and Local No. 2134, International Association of Fire Fighters, the same as all other Township employees.

The Union negotiating committee and Township representatives shall meet to review and update the Township's Alcohol and Drug Free Work Place Policy to include random drug testing as shall be mutually agreed between the parties.

IN WITNESS WHEREOF, this Letter of Understanding has been executed and delivered as of the _____ day of December, 2013.

Marion Township Trustees

Local No. 2134
International Association of Fire Fighters

By _____
Richard Rasmussen, Trustee

By _____
Darrin Hollenbaugh, President

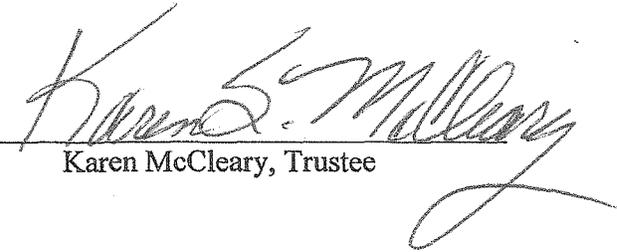
Lynn Clabaugh, Trustee

Jeff Harbaugh, Vice President

Karen McCleary, Trustee

Benjamin Bowdre, Secretary

Richard Myers, Treasurer


Karen McCleary, Trustee

and 
Benjamin Bowdre,
Secretary

and 
Richard Myers
Treasurer