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CONTRACT

AND

I.A.F.F. LOCAL 2507

FROM

BETWEEN

MADISON TOWNSHIP TRUSTEES

May 1, 2016 TO April 30, 2019

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ARTICLE 1 AGREEMENT

Section 1.1. This Agreement is made and entered into by and between the Madison Township Trustees, Franklin County, Ohio (hereinafter referred to as the Township), and the International Association of Fire Fighters, Local 2507, (hereinafter referred to as the Union).

ARTICLE 2 PURPOSE

Section 2.1. This Agreement is made for the purpose of promoting cooperation, and orderly constructive and harmonious relations between the Township, its employees, and the Union and to establish wages, hours, terms and conditions of employment.

ARTICLE 3 SEVERABILITY

Section 3.1. Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to who or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by final order issued by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 4 SANCTITY OF AGREEMENT

Section 4.1. Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 5 RECOGNITION

Section 5.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for purposes of collectively bargaining wages, hours and other terms and conditions of employment and maintaining this agreement for all bargaining unit members.

Section 5.2. The bargaining unit shall consist of all full-time firefighters and officers employed by Madison Township, Franklin County, Ohio below the rank of Fire Chief.

Section 5.3. Any Fire Marshal, Fire Inspector, Fire Investigator, Fire Safety Educator or any other related fire prevention division employee within the Madison Township fire department shall remain in the I.A.F.F. Local bargaining unit.

Section 5.4. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit in accordance with ORC 4117.

Section 5.5. Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal employees who do not meet the definition of a public employee under ORC 4117 shall be excluded from the bargaining unit.

Section 5.6. In the event that a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be settled by the State Employment Relations Board.

ARTICLE 6 NON-DISCRIMINATION

Section 6.1. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, legally recognized disability, political affiliation, national origin, or any other legally protected status.

Section 6.2. The Township agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Township or any other representative of the Township against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union as authorized by this Agreement.

Section 6.3. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no disparate treatment, restraint or coercion by the Union or its representatives against any employee or non-bargaining unit employee who exercises the right to abstain from membership in the Union or involvement in Union activities.

Section 6.4. All reference to employees in this Agreement designates both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DUES DEDUCTIONS

Section 7.1. The Employer agrees to deduct Union membership dues and fees in accordance with this Article for all employees eligible for the bargaining.

Section 7.2. The Employer agrees to deduct regular Union membership dues each pay period from any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Employer by the employee (See Appendix).

Upon receipt of the proper authorization, the Employer will deduct Union dues during the next possible payroll processing.

The Township shall provide the Union with one additional payroll deduction for the purpose of the Union providing one member benefit. No other employee organization's dues shall be deducted from any bargaining unit member's pay for the duration of this Agreement.

Section 7.3. All new employees hired, who do not become members within six (6) months following the beginning of employment shall be required to pay a Fair Share Fee, as a condition

of continued employment. The Fair Share Fee shall be established to cover the employee's pro-rata share of:

1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and
2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement.

Fair Share Fees shall be deducted and remitted during the same period as dues; provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of Fair Share Fees is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the O.R.C. All current employees, who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from membership, shall be subject to the Fair Share Fee provision as provided for in this Article.

Section 7.4. Prior to the effective date of this Agreement and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportionate amount of its total dues and Fair Share Fee that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the Fair Share Fee requiring to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior years dues.

Section 7.5. In the event that any employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Union in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09 (C).

Section 7.6. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues or fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.7. The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's:

1) termination of employment;
2) transfer to a job other than one covered by the bargaining unit;
3) layoff from work;
4) an unpaid leave of absence;
5) revocation of the check-off authorization in accordance with the terms of this Agreement; or
6) resignation by the employee from the Union.

Section 7.8. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7.9. The rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the treasurer of the Union during January of each year. One (1) months advance notice must be given the Township Fiscal Officer prior to making any changes in an individual's dues deductions. The Fiscal Officer shall forward dues deducted to the Union Treasurer with the processing of each payroll and notify the Union of any revocation of dues by an employee.

Section 7.10. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 8 MANAGEMENT RIGHTS

Section 8.1. The Union recognizes the right and authority of the Employer to administer the business of the Township of Madison, and the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations, policies and procedures and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following unless otherwise modified by the express terms of this Agreement:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
C. To determine the department's goals, objectives, programs and services and to utilize personnel in the manner designed to effectively meet these purposes;
D. To determine the size and composition of the work force in the Employer's organizational structure. Any change and reason for said change will be presented to the Union in writing within sixty (60) days prior to taking effect;
E. To determine the hours of work and work schedules required to most efficiently operate;
F. To determine the duties to be included in all job classifications and the standards of quality and performance to be maintained;
G. To determine the necessity to schedule overtime and the amount required thereof;
H. To maintain the security of records and other important information;
I. To determine the overall budget; and
J. To maintain and improve the efficiency and effectiveness of the employer's operation.

ARTICLE 9 CORRECTIVE ACTION

Section 9.1. No non-probationary employee shall be reduced in pay or rank, suspended, discharged or otherwise disciplined except for just cause.

Section 9.2. The Employer agrees to follow the principals of progressive disciplinary action. For example, for minor offenses, oral and/or written reprimand(s) will precede suspension(s) or discharge. For intermediate offenses, written reprimand(s) or suspension(s) will precede discharge. For offenses of a serious nature, the Employer may take disciplinary action up to and including discharge for the first offense.

Section 9.3. Prior to issuing a verbal or written warning, the employer may issue a Memorandum of Counseling form at the discretion of the supervisor. This form will be placed in a file with the supervisor and maintained for a six month period.

Section 9.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 9.5. In the event of no intervening disciplinary action against the affected bargaining unit employee, the following shall apply:

- Oral reprimands (which the Employer may record) will cease to have force and effect after six (6) months;
- Written reprimands will cease to have force and effect after one (1) year and;
- Records of suspension will cease to have force and effect after two (2) years.

Once disciplinary action has ceased to have force and effect the original copy of the action will be placed in a "dead file" at the employees request and kept on record with the Township as required by the O.R.C. All other copies shall be destroyed.

Section 9.6. Whenever an employee reasonably believes that a meeting or conference with an officer may result in disciplinary action, the employee may request the presence of another bargaining unit member. This request shall not be unreasonably denied.

Section 9.7. Copies of Records of Disciplinary Action. A copy of any record of disciplinary action which has been placed in the member's personnel file shall be provided to the member at the time of its placement. Unfounded complaints and anonymous charges shall never be placed in the members personnel file.

Section 9.8. The Employer agrees to apply work rules uniformly and consistently taking into consideration the surrounding and compelling or emergency circumstances. Any employee who believes the Employer has not applied a work rule to him in such a manner may file a grievance. Work rules shall not violate this Agreement. The Township agrees that new work rules shall be reduced to writing and provided to bargaining unit members in advance of their enforcement.

ARTICLE 10 STAFFING

Section 10.1. The Madison Township Fire Department, along with the Bargaining Unit, recognizes the need to have a safe number of employees on duty to provide the service delivery function.

Section 10.2. **Battalion Chief** Each fifty-six (56) hour platoon shall have a Battalion Chief assigned to it as the on duty Officer-in-Charge. They will work the same schedule as the other employees on the shift.

Section 10.3. **Battalion Chief on Leave** In the event the assigned Battalion Chief is on approved leave or acting out of class, this position will be filled as follows,

The highest ranking, on duty Lieutenant on the Battalion Chief's promotional list on the same unit will fill the position. If no one on the shift is on the Battalion Chief's promotional list the position will be filled by overtime. Only a Battalion Chief, or a Lieutenant on the Battalion Chief's promotional list, will be eligible for this overtime.

In the event the assigned Battalion Chief is on approved leave for more than 30 days, it shall be filled by the highest scoring candidate on that promotional list, provided that there are at least 14 days of leave remaining. Candidates may defer this out of class assignment, but they will have one-half a point deducted from their overall score on their next promotional exam for each 3 month period, in part or in full, that is deferred.

Section 10.4. **Fire Chief On Leave** In the event the Fire Chief is on approved leave, the position will be filled at the discretion of the Fire Chief by the most senior Battalion Chief on a rotating basis.

Section 10.5. **Lieutenant** There shall be a minimum of one Lieutenant assigned to each station on each shift. They will work the same schedule as the other employees on the shift.

Section 10.6. **Lieutenant on Leave** In the event the assigned Lieutenant is on approved leave or acting out of class for less than 30 days it shall be filled by the highest ranking Firefighter on the promotional list on the same unit unless another officer is working a trade or overtime. If no one on the unit is on the promotional list, it shall go to anyone on the promotional list that may be working a trade. If no one on the shift is on the promotional list it shall go to a Lieutenant or Promotional List Firefighters overtime.

A Firefighter on the promotional list may choose to decline serving out of class to save being temporarily transferred unless it will cause overtime.

In the event the assigned Lieutenant is on approved leave or acting out of class for more than 30 days, it shall be filled by the highest scoring candidate on that promotional list, provided that there are at least 14 days of leave remaining. Candidates may defer this out of class assignment, but they will have one-half a point deducted from their overall score on their next promotional exam for each 3 month period, in part or in full, that is deferred.

Section 10.7. **Firefighter (EMT/EMTP)** Each fifty-six (56) hour platoon shall have a minimum of ten full-time firefighters assigned to it, and when a third station is placed in service this will be increased to a minimum of twelve full-time firefighters assigned to each platoon. Their hours of work are defined in Section 25.2 for 56 hour members.

Section 10.8. A bargaining unit member will not be able to fill a position more than one (1) classification above or below that to which he is normally assigned.

Section 10.9. **Filling Vacancies** Any vacancy created as a result of promotion or transfer or any assignment/reassignment as defined in the Article will be filled as outlined in Section 28.3.

Section 10.10. If a promotional list has been established for said vacancy, then Section 10.9 does not apply.

Section 10.11. All Officer positions shall be filled permanently within a maximum of 90 calendar days, unless the vacant officer is on any official leave of absence. (IE. Sick, injury or leave of absence)

Section 10.12. **Emergency Services Minimum Staffing** The Madison Township Fire Department, along with the Bargaining Unit, recognize the need to have a safe number of employees on duty to provide the service delivery function. Minimum staffing shall consist of ten (10) members, one (1) officer and four (4) firefighters at each station. A minimum of nine (9) shall be full-time, Madison Township Firefighters. The tenth firefighter can be of part-time status. When a third station is placed in service, minimum staffing shall consist of thirteen (13) members, one (1) officer and two (2) firefighters on each engine company and two firefighters on each medic company. A minimum of eleven (11) shall be full-time, Madison Township Firefighters. The twelfth and thirteenth firefighters can be of part-time status.

Section 10.13. If a scheduled part-time firefighter is not able to work, then a part-time firefighter may be called in. If no part-time employee is available to be called in then a full-time firefighter eligible under Section 27 shall be called in on overtime as provided in Section 27.

Section 10.14. Whenever manpower drops below thirty-nine (39) full-time employees on a fifty-six (56) hour schedule, then Section 10.12. may be altered at the employers' discretion.

Section 10.15. **Fire Prevention Staffing** The Madison Township Fire Prevention Bureau will consist of a minimum of two full-time members. One Fire Marshall and one firefighter / inspector. Personnel permanently assigned to one of these positions can be temporarily transferred to a 56 hour assignment to achieve departmental goals.

Section 10.16. **Fire Marshal** One member on 40 hours shall be assigned to the position of Fire Marshal. The Fire Marshal shall remain in such position for a minimum of three (3) years from date of appointment, without the opportunity to work company overtime, or ability to "bid" out to a company position while serving as Fire Marshal. The Fire Marshal shall only be permitted to return to a company assignment when such position becomes available and is consistent with the position the employee held prior to appointment as Fire Marshal. The appointee shall possess the required credentials as outlined in the position description which has been agreed

upon by both parties during Labor Management Committee meetings. The Fire Marshal shall serve a one-year probationary period commencing the date of appointment as in Article 15. In the event the Fire Marshal position becomes vacant, the Fire Chief has the sole discretion to appoint the most qualified bargaining unit member provided there is a qualified bargaining unit member. The Fire Marshal will receive pay and benefits at the rate of Battalion Chief as per the Collective Bargaining Agreement currently in effect.

Section 10.17. In the event the Fire Marshal is on approved leave for more than fourteen (14) calendar days his position will be filled by the inspector assigned to the FPB who is highest on the current Lieutenants list and they will receive Lieutenant's pay.

Section 10.18. If no one assigned in the FPB is on the Lieutenants' list then the senior firefighter assigned to the FPB will fill this position and they will receive Lieutenant's pay.

Section 10.19. If all the Fire Prevention Bureau members are on approved leave then the Chief or their designee shall fill one position as needed and mutually agreed upon until their return in accordance with Article 26.

ARTICLE 11 REVIEW OF PERSONNEL FILE

Section 11.1. Every member shall be allowed the right of review of their personnel file, and be entitled to the rights and protections of the O.R.C. (dealing with confidentiality of personnel files, release of information in personnel files, and rights of review of personnel files).

Section 11.2. Should any member have reason to believe that there are inaccuracies in documents contained in their file; the member may notify the Employer in writing of the alleged inaccuracy. Material will be removed from the file pursuant to the O.R.C. when a member's claim that it is inaccurate or unwarranted is sustained by the Employer or through the grievance procedure. The member shall also have the right to submit a written statement detailing their objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1. The term "grievance" shall mean an allegation by an aggrieved bargaining unit employee that there has been a violation of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement. An employee may grieve a department regulation that violates this Agreement.

Section 12.2.a. A grievance may be brought by an employee covered by this Agreement. The grievant must sign the grievance form. An employee who is unable to sign the grievance may authorize another employee to sign for him. A bargaining unit member has the right to file grievances and have them resolved, but not without the presence of a Union Grievance Representative at the resolution, to see that the resolution is consistent with the terms of this Agreement.

Section 12.2.b. When a group of bargaining unit members desires to file a grievance involving each member of the group in a substantially similar manner, the Union may select one or more members to process the grievance as the designated representatives of the affected group members. In these instances three members of the executive board must sign the grievance. This is in lieu of all affected members having to sign the grievance.

Section 12.3. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered to have been withdrawn.

Section 12.4. **Grievance Procedure** It is the mutual desire of the Employer and the Union to provide for prompt resolution of grievances, with a minimum amount of interruption to the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of the grievance at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step One "Informal Grievance"

A member having an individual grievance shall first attempt to resolve it informally with the officer at whose level the grievance was originated. This shall be done within ten (10) calendar days of the date of the incident giving rise to the grievance. The officer-in-charge shall respond to the individual within five (5) calendar days. At this step there is no requirement that the grievance be submitted, or responded to, in writing; however, this step shall be recorded on the tracking sheet (see attached) and a Union Representative may accompany the grievant should the latter request their attendance. If the grievance is resolved at step 1, the supervisor will submit a record of the meeting to include the issue giving rise to the grievance and the disposition of said grievance, signed by both the supervisor and the employee, a copy forwarded to the Fire Chief.

B. Step Two "Formal Grievance"

When a bargaining unit member is not satisfied with that officer's informal response or lack of response to their grievance at Step One of the grievance procedure, the grievant may submit his grievance in writing to the next level in the chain of command within ten (10) calendar days from the receipt of the informal response. The written grievance shall be submitted to this level on the grievance form agreed upon by the parties (see Appendix) after the grievant has received a response to his informal Step One grievance. The responsible party receiving the written grievance form shall date stamp or initial the form on the date of its receipt.

Within ten (10) calendar days of their receipt of the written grievance the responsible party shall affix their written response to the form, date and sign their response, and submit to the grievant and their Union Representative a written response to the grievance. This response shall be given to the grievant in person.

C. Step Three "Appeal to the Chief"

When a bargaining unit member is not satisfied with the officer-in-charge's written response to their grievance at Step Two of the procedure, they may appeal the grievance to the Chief. The grievant shall initiate this appeal by delivering, within ten (10) calendar days after receipt of the Step Two response to their grievance, a copy of the grievance form containing the written response of the grievant's officer-in-charge from Step Two and any other pertinent documents, to the office of the Chief. The Chief shall date stamp or initial the form on the date of its receipt.

Within ten (10) calendar days of their receipt of the grievance form, the Chief or designated representative, who is not a bargaining unit member, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring to the meeting, or may send as a representative in his place, a Grievance Representative and/or a Union Representative. One representative of the Township Administration may attend the meeting at the invitation of the Chief. At the meeting called for at this step, the grievant and/or the representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.

Within ten (10) calendar days after the meeting at this step, the Chief shall submit to the grievant and the union Representative a written response to the grievance, which shall be signed and dated. This response shall be given to the grievant in person.

D. **Step Four "Appeal to the Trustees"**

Should the grievant not be satisfied with the response to his grievance at Step Three of the procedure, they may appeal the grievance to the Board of Township Trustees or their designee. The grievant shall initiate this appeal within ten (10) calendar days after receipt of the Step Three response, by delivering a copy of the grievance form containing the written responses from prior steps, and any other pertinent documents, to the office of the Township Trustees and the fire chief if the grievance originates above the fire chiefs level. If the grievance originates below or at the fire chiefs level a copy of the grievance tracking sheet indicating an appeal to the trustees will be given to the fire chief. The grievance form shall be time stamped or initialed on the date of its receipt.

The grievance shall be considered by the Township Trustees or their designee at the next regular meeting of the Township Trustees unless another date can be mutually agreed upon. Within fourteen (14) days after the meeting, the Board of Township Trustees or designee shall submit to the grievant the written response to the grievance and the response shall be given to the grievant in person.

E. **Step 5 "Binding Arbitration"**

If the grievance is not satisfactorily settled in Step 4, the Union or the Employer may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the fourth (4th) step reply.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to an arbitrator or to request a list of seven (7) impartial arbitrators from the American Association of Arbitrators. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the A.A.A. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the A.A.A. and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the A.A.A.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to determine another issue not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any pervious agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline or the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than sixty (60) calendar days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first (1st) question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the Court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a Court reporter's recording, or request a copy of the transcript.

Section 12.5. **Grievance Information** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed and name of the officer with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident(s) giving rise to the grievance.
8. Specific Articles and Sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

Section 12.6. **Level of Origination** Any grievance that originates from a level above the first step of the grievance process may be submitted directly to the step or level from which it originates. Whenever a grievance originates at Step 4 or above, a copy of the grievance shall be given to the Chief.

Section 12.7. **Pursuing the Grievance** A bargaining unit member and grievance representative shall be allowed to pursue a grievance during their regular shift as long as it does not interfere with the members responsibilities and departmental goals. The Employer shall make a reasonable attempt to schedule grievance at Step One, Two and Three during the grievant's shift hours. The bargaining unit representative or grievant must obtain prior approval from the officer-in-charge before conducting meetings with the grievant while the grievant is on duty. Such approval by the officer-in-charge shall not be unreasonably withheld where the grievance could not be pursued at any other time. The employee may not leave the station, nor may such activity interfere with the operations of the Employer or other employees. The grievant or representative is still subject to work in an emergency in any case.

The meetings between a grievant and their bargaining unit representative shall be held at a Township facility. Withholding of such approval in violation of this section shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal their grievance or have it heard.

Section 12.8. **Time extensions** It is the parties' intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the parties' designated representatives may mutually agree at any step to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may at any step where a response is not forthcoming within the specified time limits, consider the grievance denied and move the grievance to the next step within the prescribed time limits. Any step in the grievance procedure may be waived by mutual consent.

If an office specified for receipt for a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file their grievance appeal on the next day on which such office is open.

Section 12.9. **Grievance Representatives** One representative in each step of the grievance procedure outlined in Section 12.1. - 12.10., shall be given approval to attend the meetings therein prescribed. It is expected that in the usual grievance these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives not specifically designated be in attendance. Each party will ordinarily be entitled to have only one spokesperson from the representatives. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 12.10. **Calendar Days** For the purpose of counting time, "calendar days" as used in this Article will not include approved leaves or holidays. Also, for purposes of counting time under this procedure, when the last day a grievant or respondent is required to perform an act under the time limits set out in this Article falls on the grievant's or respondent's scheduled day off or vacation leave, the time limit for performing the act shall be extended to the end of the next working day for that person.

ARTICLE 13 BARGAINING UNIT BUSINESS

Section 13.1. **Meetings** The Union shall be permitted, upon prior notification to the Fire Chief, to hold meetings, for the Union members in bargaining units or for all bargaining unit employees, at Departmental Headquarters or other Township building, room or facility.

Section 13.2. The Township agrees to hold the requested location open for use by the Union on the date and at the time requested when possible.

Section 13.3. Bargaining unit employees on duty shall be permitted to attend so long as the meeting does not interfere with the operations of the Employer.

Section 13.4. **Intra-departmental Mails** The union shall be permitted to utilize the intra-departmental mail system for the purpose of providing information pertaining to Union business or bargaining unit representation, to bargaining unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business for bargaining unit representation. All mail placed in the system by the Union shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to the Township's review. The Township shall not be responsible for such mail.

Section 13.5. **Personal Mail** Mail which is addressed to an individual bargaining unit member shall not be opened by anyone other than the individual to whom it is addressed, unless the individual member has specifically provided written or oral authorization to the contrary. The Township shall not be responsible for personal mail.

Section 13.6. **Union Time** The Union President and/or their designee(s) shall be granted one hundred fifty (150) hours time off with pay for the purpose of attending conferences, seminars, district and local meetings and other union activities. Any Union Time that has been approved

will be counted towards the three (3) fifty-six (56) hour, all ranks, bargaining unit members that are allowed off.

Section 13.7. **Ballot Boxes** The Union shall be permitted to place ballot boxes at Department Headquarters for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents shall be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

Section 13.8. **Bulletin Boards** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where, in the opinion of the Employer, the bulletin boards are already available, the Employer may permit the Union use of said bulletin boards.

Section 13.9. All Union notices which appear on the bulletin boards shall be signed, posted and removed by the local Union President or his designee. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

A. Personal attacks upon any other member or any other employee;
B. Scandalous, scurrilous or derogatory attacks upon the administration;
C. Attacks on and/or favorable comments regarding a candidate for Township office, or for office in any employee organization.

Section 13.10. **Union Emblems** I.A.F.F. emblems shall be permitted on all Madison Township fire Apparatus. I.A.F.F. materials shall be permitted to be posted in all Madison Township Firehouses as approved by the Fire Chief

Section 13.11 Any bargaining unit member appointed to a State Board or committee by the Governor of Ohio or other board or committee empowered by the Ohio Revised Code to establish a committee(s) shall be permitted to attend all Board meetings and respective committee meetings that they are assigned to by the Board Chair. If a meeting falls on a regularly scheduled work day for the member, they will be permitted time off with pay to attend and they will not be required to use their leave time.

ARTICLE 14 LABOR MANAGEMENT COMMITTEE

Section 14.1. In the interest of sound labor relations, the Chief and/or their designee(s) shall meet, unless mutually agreed otherwise, quarterly on a mutually agreeable day and time, with not less than two (2) representatives of the Union to discuss those matters addressed in Section 14.3.

Section 14.2. Additional representatives may attend by mutual agreement. The Labor Management Committee shall be hereafter and also known as the LMC.

Section 14.3. At least five (5) working days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending.

There shall be no publication of the Labor Relations agenda or release of the information concerning the Labor Relations committee's deliberations or recommendations without the advance approval of both the Union President and the Fire Chief, or their representative. The purpose of such meetings shall be to:

A. discuss the administration of this Agreement;
B. notify the Union of changes made by the Employer which effect bargaining unit members;
C. discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
D. disseminate general information of interest to the parties;
E. discuss ways to increase productivity and improve efficiency;
F. give the Union representatives the opportunity to share the views of their members on topics of interest to both parties and;
G. consider and discuss health and safety matters relating to employees.

Section 14.4. If special LMC meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 14.5. LMC meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Nor is either party required to continue meeting after the third hour.

Section 14.6. The Employer agrees to review in the LMC, Fire Department rules and regulations: policies and procedures prior to making any changes: the purpose of this committee shall be to make recommendations to the Employer. These recommendations will normally be concluded within 60 calendar days unless otherwise mutually agreed. The committee shall consist of not more than six (6) members who shall be equally apportioned between the Employer and the Union. It is, however, understood that the Employer has sole and exclusive authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the employees and recommendations made by the committee shall be deemed advisory only and not binding upon the Employer.

ARTICLE 15 PROBATIONARY PERIODS

Section 15.1. Probationary periods shall be for a period of one (1) year. In the event a probationary employee is on approved leave for thirty (30) or more consecutive calendar days, their probationary period will be extended for that same amount of time. (i.e. 45 days of approved leave would extend probation by 45 days)

Section 15.2. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives full-time compensation from the Employer. A newly hired probationary employee may be terminated at will and without just cause at any time during his probationary period and shall have no recourse to the grievance procedure.

Section 15.3. A newly promoted employee will be required to successfully complete a one (1) year probationary period in his newly appointed position. The probationary period for a newly

promoted employee shall begin on the effective date of the promotion. Newly promoted employees will receive quarterly performance evaluations from their immediate supervisor. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification at will at any time during his probationary period, and if so returned, the employee may have recourse to the grievance procedure.

Section 15.4. Whenever a newly promoted employee voluntarily returns to their lesser rank during their probationary period, that employee shall return to the top of the promotional list for their previous rank for the time remaining on that list. The time shall begin on the employees first day in the lesser rank.

ARTICLE 16 PROMOTIONS

Section 16.1. Promotional lists shall be established by the following steps unless otherwise mutually agreed:

ELIGIBILITY

1. No person shall be eligible to apply for the promotional examination for the position of Lieutenant unless such person shall have served a minimum of five (5) years continuous service in the rank of full-time firefighter at Madison Township. Continuous service is calculated back in time from the posting of the written exam for any given rank. In addition, the candidate shall have completed a minimum of eighty (80) hours of Officer development classes prior to the exam date. These classes may include but are not limited to Fire Officer I, II, III, NFA Incident Command Series, Fire or EMS Instructor classes or the MCTO series. The Fire Chief or their designee shall approve other classes or conferences to be counted towards these hours. Class completion certificates shall be placed into the members personnel file to verify completion of the minimum hours for the promotional testing process.

2. No person shall be eligible to apply for the promotional examination for the position of Battalion Chief unless such person shall have served a minimum of two (2) years continuous service in the rank of full-time Lieutenant at Madison Township. Continuous service is calculated back in time from the posting of the written exam for any given rank. In addition, the candidate shall have completed a minimum of forty (40) hours of additional Officer development classes prior to the exam date. These classes may include but are not limited to Fire Officer I, II, III, NFA Incident Command Series, Fire or EMS Instructor classes or the MCTO series. The Fire Chief or their designee shall approve other classes or conferences to be counted towards these hours. Class completion certificates shall be placed into the members personnel file to verify completion of the minimum hours for the promotional testing process.

3. In any case in which there are less than two (2) qualified applicants for the promotional examination for the position of Battalion Chief the time in grade requirements shall be lowered by one-year intervals until there are at least two (2) qualified candidates for the promotional examination to Battalion Chief.

4. In any case in which there are less than three (3) qualified applicants for the promotional examination for the position of Lieutenant, the time in grade requirements shall be lowered

by one-year intervals until there are at least three (3) qualified candidates for the promotional examination to Lieutenant.

5. If a candidate chooses to discontinue the promotional process once started then the candidate will be ineligible for the next promotional process, unless there are emergency and compelling circumstances.

6. Candidates participating in the promotional process must indicate their participation by the deadlines provided in the notice of the promotional process commencing. If this is not received by the deadlines provided then it will be assumed the candidate will not be participating and they will be ineligible to participate.

EXAMINATIONS

1. Examinations shall not be held at Township Fire stations.

2. Competitive written exam shall equal thirty-five (35%) of score. For each book assigned, candidates will be given thirty (30) days reading time per book that is to be assigned for the written exam. Ex: Three (3) books equal 90 days of prior notice to the exam date.

3. Competitive assessment center shall equal forty-five (45%) of score.

4. An internal oral review board consisting of one (1) Battalion Chief and two (2) township representatives appointed by the Board of Trustees or by their designee(s) shall equal twenty percent (20%) of score. The review board will be presented with an overview of the candidates personnel file via "Form A" in the Appendix. Prior to this, the Chief shall review the personnel files with the candidate. The Chief and/or his designee, whichever is chosen, will review all the candidates' files so that consistency will be maintained, "Form A" will be completed at this time and the Chief shall forward to the review board, and provide a copy to the candidate.

5. Passing score for the process shall be determined as follows.

   A. A score of 70% by 6 or more Lieutenant Candidates assigned to a 56 hour schedule. If less than 6 Lieutenant Candidates score 70%; then the minimum score shall be dropped in increments of 5 % until a minimum of 6 Lieutenant Candidates assigned to a 56 hour schedule have a passing score.

   B. A score of 70% by 3 or more Battalion Chief Candidates assigned to a 56 hour schedule. If less than 3 Battalion Chief Candidates score 70%; then the minimum score shall be dropped in increments of 5 %, to an absolute minimum score of 60%, until a minimum of 3 Battalion Chief Candidates assigned to a 56 hour schedule have a passing score. In no case shall a Battalion Chief candidate with a score of less than 60% be placed on the promotional list.

6. Certified results (promotional list) will be posted at both stations, along with the list's certification date and expiration date. No promotional list will be extended beyond the expiration date.

Section 16.2. The top six Lieutenant candidates and the top three Battalion Chief candidates may be transferred as necessary to allow for proper coverage of acting officers and to facilitate those personnel gaining experience by "acting out of class".

Section 16.3. Beginning February 1, 2015, promotional lists will remain in effect for a period of three (3) years.

ARTICLE 17 LAYOFF, RECALL & DEMOTIONS

Section 17.1. When the Employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employee(s) and the Union thirty (30) days in advance of the effective date of the layoff or job abolishment. A job abolishment under this Article shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's home address of record or hand-delivered to the employee such that the notice is received on or before the thirtieth (30th) day prior to the layoff of displacement action. The notice shall contain the following information:

A. A rationale for layoff or displacement;
B. the effective date of the layoff or displacement;
C. a listing detailing the employee's seniority in relation to other members of the bargaining unit;
D. a statement advising the employee of his or her responsibility to maintain a current address with the Department; and
E. a statement advising the member of his reinstatement rights consistent with this Article.

Section 17.2. In the event any layoff is necessary, part-time employees shall be laid off before any full-time employees, including probationary employees. Layoff among full-time employees shall occur in the order of seniority, with the least senior employees laid off first.

Section 17.3. Layoffs will be according to Section 17.2. until the department has reached the minimum level of firefighter/paramedics identified in section 20.1. Once the layoffs reach this level then employees will be laid off in accordance with seniority and their ability to perform the duties of a paramedic without further training.

Section 17.4.a. Full-time bargaining unit members may bump and be bumped in such a manner that employees in higher classifications may bump less senior bargaining unit members in lower or equal classifications until the least senior bargaining unit members up to the total number of bargaining unit members to be laid off are laid off. A laid off or bumped employee who cannot bump another employee will be laid off. The classifications mentioned in this Section refer only to Firefighter, Lieutenant and Battalion Chief until superseded by Article 17.3.

Section 17.4.b. Full-time employees of a rank not in the bargaining unit who are demoted out of that rank shall not be permitted to bump full-time employees of lessor rank in the bargaining unit out of that lessor rank.

Section 17.4.c. When it becomes necessary to bump from the ranks, seniority shall be determined by time in the ranks.

Section 17.4.d. Whenever any employee is demoted to a lower rank, he shall be paid the salary of the lower rank commensurate with his years of service.

Section 17.4.e. Whenever any employee is demoted to a lower rank for any reason other than discipline, that employee shall be placed at the top of the promotional list for his previous rank for a period of two (2) years. The time shall begin on the employees first day in the lessor rank.

Section 17.5. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on recall list shall be recalled, in the inverse order of their layoff. No new employees will be hired full-time until all of the employees on the recall list have had an opportunity to return to full-time employment with the Township, or the two (2) year period for the recall list expires. The Employer has the option to hire part-time employees to supplement manpower during this period, however, once the total of their combined compensation equals the amount of compensation that was paid to a full-time employee, and then a member will be recalled to full-time employment. The amount of compensation paid to the part-time employees will be jointly reviewed every ninety (90) day period.

Section 17.6. Notice of recall shall be sent to the employee by certified or registered mail and a copy of the letter will be given to the Union. The Employer shall be deemed to have fulfilled the obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 17.7. The recalled employee shall have thirty (30) calendar days following the date of delivery of the recall notice to notify the Employer of his intention to return to work. After said notification the employee shall have ten (10) calendar days in which to report to duty, unless the Employer specifies a date greater than the ten (10) day period.

Section 17.8. An employee may initiate an appeal of a layoff at Step 4.

Section 17.9. Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through Labor Management Committee as set out elsewhere in this Agreement.

ARTICLE 18 WAGES

Section 18.1. The following rates will be paid to bargaining unit employees, by classifications, effective the first full pay period ending in January 2016. **The hourly rates listed below are calculated to include the pay differential percentages listed in Section 18.7**

FIREFIGHTER MEDIC	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YEAR	STEP 4 2 YEARS
40 HR	$21.87	$24.56	$27.56	$35.74
56 HR	$15.17	$17.03	$19.11	$24.78
ANNUALLY	$44,171.18	$49,587.95	$55,662.65	**$72,164.82**

INTERMEDIATE	STEP 4
40 HR	$34.72
56 HR	$24.08
ANNUALLY	**$70,122.42**

EMT	STEP 4
40 HR	$33.71
56 HR	$23.38
ANNUALLY	$68,080.02

LIEUTENANT	EMT	INTERMEDIATE	MEDIC
40 HR	$37.76	$38.89	$40.02
56 HR	$26.18	$26.97	$27.76
ANNUALLY	**$76,249.62**	**$78,537.11**	**$80,824.60**

BATTALION CHIEF	
40 HR	$45.63
56 HR	$31.64
ANNUALLY	**$92,140.04**

Section 18.2. The following rates will be paid to bargaining unit employees, by classifications, effective the first full pay period ending in January 2017. **The hourly rates listed below are calculated to include the pay differential percentages listed in Section 18.7**

FIREFIGHTER MEDIC	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YEAR	STEP 4 2 YEARS
40 HR	$22.53	$25.30	$28.39	$36.81
56 HR	$15.62	$17.54	$19.69	$25.53
ANNUALLY	$45,496.32	$51,075.59	$57332.53	**$74,329.76**

INTERMEDIATE	STEP 4
40 HR	$35.76
56 HR	$24.80
ANNUALLY	**$72,226.09**

EMT	STEP 4
40 HR	$34.72
56 HR	$24.08
ANNUALLY	**$70,122.42**

LIEUTENANT	EMT	INTERMEDIATE	MEDIC
40 HR	$38.89	$40.06	$41.22
56 HR	$26.97	$27.78	$28.59
ANNUALLY	**$78,537.11**	**$80,893.22**	**$83,249.34**

BATTALION CHIEF	
40 HR	$47.00
56 HR	$32.59
ANNUALLY	**$94,904.24**

Section 18.3. The following rates will be paid to bargaining unit employees, by classifications, effective beginning the first full pay period ending in January 2018. **The hourly rates listed below are calculated to include the pay differential percentages listed in Section 18.7**

FIREFIGHTER MEDIC	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YEAR	STEP 4 2 YEARS
40 HR	$23.21	$26.05	$29.24	$37.91
56 HR	$16.09	$18.07	$20.28	$26.29
ANNUALLY	$46,861.21	$52,607.86	$59,052.51	**$76,559.66**

INTERMEDIATE	STEP 4
40 HR	$36.84
56 HR	$25.55
ANNUALLY	**$74,392.87**

EMT	STEP 4
40 HR	$35.76
56 HR	$24.80
ANNUALLY	**$72,226.09**

LIEUTENANT	EMT	INTERMEDIATE	MEDIC
40 HR	$40.06	$41.26	$42.46
56 HR	$27.78	$28.61	$29.45
ANNUALLY	**$80,893.22**	**$83,320.02**	**$85,746.82**

BATTALION CHIEF	
40 HR	$48.41
56 HR	$33.57
ANNUALLY	**$97,751.37**

Section 18.4. The following rates will be paid to bargaining unit employees, by classifications, effective beginning the first full pay period ending in January 2019. **The hourly rates listed below are calculated to include the pay differential percentages listed in Section 18.7**

FIREFIGHTER MEDIC	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YEAR	STEP 4 2 YEARS
40 HR	$23.91	$26.83	$30.12	$39.05
56 HR	$16.58	$18.61	$20.89	$27.08
ANNUALLY	$48,267.05	$54,186.10	$60,824.09	**$78,856.45**

INTERMEDIATE	STEP 4
40 HR	$37.95
56 HR	$26.31
ANNUALLY	**$76,624.66**

EMT	STEP 4
40 HR	$36.84
56 HR	$25.55
ANNUALLY	$74,392.88

LIEUTENANT	EMT	INTERMEDIATE	MEDIC
40 HR	$41.26	$42.50	$43.73
56 HR	$28.61	$29.47	$30.33
ANNUALLY	**$83,320.02**	**$85,819.62**	**$88,319.22**

BATTALION CHIEF	
40 HR	$49.86
56 HR	$34.58
ANNUALLY	**$100,683.91**

Section 18.5. The following shall apply to advancement from step 1 to step 4 of above:

Step 1	Starting pay, starts first day of employment.
Step 2	For the entire pay period in which the employee completes six (6) months of employment.
Step 3	For the entire pay period in which the employee completes one (1) year of employment.
Step 4	For the entire pay period in which the employee completes two (2) years of employment.

Section 18.6. Employees who work in a classification rated higher than the employee's regular classification shall receive the higher hourly rate.

Section 18.7. Percentage wage differences for clarification purposes:

EMT-Intermediate	shall be Firefighter EMT base rate plus 3%
EMT-Paramedic	shall be Firefighter EMT base rate plus 6%
40 HR personnel	shall receive a 3% shift differential
Lieutenant	shall make 12% over Firefighter in the same classification.
Battalion Chief	shall make 14% above Lieutenant Medic base rate.

ARTICLE 19 PENSION PICK-UP

Section 19.1. Employee retirement contributions for all members of the bargaining unit to the Ohio Police & Fire Pension Fund (OP&F), the Employer shall use a combination of the Fringe Benefit and Salary Reduction methods for Contribution Pick-Up's (Income tax deferral for Federal and State).

The Employer currently pays 12.25% of the employee's contribution using the Fringe Benefit method of OP&F Contribution Pick-Up.

The Employer currently withholds zero percent of the employee's contribution paid by the employee using the salary Reduction method of OP&F Contribution Pick-Up.

Upon hiring, employees will immediately complete required OP&F documents for retirement contributions to begin their first day of employment as a bargaining unit member.

Section 19.2.
The Employer will use OP&F rules for the determination and reporting of pensionable wages. Pick-up amounts will only be used in determining W-2 reportable wages and will not be used for calculating wages for any other type of benefit.

Section 19.3. The parties further agree that the Contribution Pick-Up's described hereinabove shall remain in effect only so long as the IRS and OP&F rulings remains substantially unchanged and that such pickup is intended to be without increased taxable or increased OP&F Employer pension contribution costs to the Township. The Township has made no representation as to the effects of such pick-up on any bargaining unit member's benefits or level of taxable income.

Section 19.4.
The OP&F employee contribution schedule will be as follows:

Pay Period Beginning	Fringe Benefit +	Salary Reduction =	Total Contribution
Current	12.25%	0.00%	12.25%

Section 19.5. The sum paid hereunder by the Township on behalf of the employee as specified in Section 19.4 is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earning, or basis of his contribution to the Fund, the amount paid by the Township on behalf of the employee as his statutory obligation, is intended to be and shall be considered as having been paid by the employee in fulfillment, whether in whole or part, of his statutory obligation.

In accordance with the foregoing, it is recognized that the amount of the employee contribution that is assumed and paid by the Township under the terms of this Section shall not be included in the Bargaining Unit member's total earned compensation for the purpose of State and Federal income tax. However, should the rules of the Internal Revenue Service or the State Retirement Funds change to prohibit this pension pick-up or make such pick-up taxable to employees, then Bargaining Unit members shall be paid in cash for all amounts that otherwise would have been paid on their behalf under this Section.

Section 19.6. For purposes of Section 19.5 the term "earned compensation" shall mean any and all monies paid to an employee by the Township, for which there is a pension contribution, under or pursuant to any provision of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

ARTICLE 20 Paramedic Decertification

Section 20.1. Members with fifteen (15) years of full-time service as a Paramedic with Madison Township may elect to let their Paramedic certification expire as long as the following criteria are met:

- Each 56 hour platoon must have nine (9) full-time Paramedics assigned to it in order to fulfill the minimum Paramedic service requirements until such time as a third medic company is placed in service at which time the minimum will be increased to 12.
- Each medic company shall have a minimum of two (2) paramedics assigned to it.
- Each engine company shall have a minimum of one (1) paramedic assigned to it.
- Three (3) paramedics may be on approved leave.
- Special duty engines and medics are not included.

Section 20.2. Members shall submit a letter to the Fire Chief declaring their intention a minimum of one (1) year in advance of their paramedic card expiring. The Fire Chief will approve or deny this request within sixty (60) calendar days. Denials will contain an explanation and be subject to the grievance process. Any conflicts between employees electing to let their paramedic certification expire will be resolved by seniority.

ARTICLE 21 LONGEVITY PAY

Section 21.1. The Employer agrees to pay each fifty six (56) hour employee Longevity in the amount of $.04 cents per /hour, per /year of service.

Section 21.2. The Employer agrees to pay each forty (40) hour employee Longevity in the amount of $.05 cents per /hour, per /year of service.

Section 21.3. The Employee must have completed the years of service to receive longevity pay. The employee will receive the longevity increase for the pay period in which the employee's anniversary date falls.

ARTICLE 22 UNIFORM ALLOWANCE

Section 22.1. All protective clothing or protective devices required of employees in the performance of their duties, with the exception of underclothing shall be furnished and maintained by the Employer. Uniforms, protective clothing and protective devices requiring replacement as a result of abuse or neglect as determined by the officer in charge of uniforms will be deducted from the employees uniform allowance established in section 22.2.

Section 22.2. All bargaining unit employees shall be granted an annual uniform credit allowance of $850.00 to be established at a local uniform supplier(s) to purchase the daily uniforms from. Members assigned to positions that normally wear white shirts, (IE Battalion Chiefs and Fire Prevention Bureau) shall be granted a $1,000 allowance. This account will run concurrently from January through December 31, and balances will not carry-over.

Section 22.3. All new full-time hires will receive a pro-rated portion of this amount as follows: If hired from January 1st through June 30th the allowance shall be the full amount of $850.00. If the employee is hired July 1st through December 31st the allowance shall be $425.00.

Section 22.4. The Township will allow any reasonable charges for dry cleaning services (cleaning & repairs) to be deducted from the employee's uniform allowance

Section 22.5. Members will be able to purchase uniform items with their uniform allowance account in accordance with ADM-009 SOG.

Section 22.6. The Township will continue to supply employees with badges, name tags and related items as approved by the Fire Chief.

Section 22.7. Should the Township and the Union mutually determine it is necessary to provide a new style or variety of dress or fatigue uniform, clothing or shoes to address safety, operation, fiscal standards, such determination will be discussed with the LMC and the Safety Committee prior to any unilateral changes by the Township.

Section 22.8. Upon retirement, the dress uniform, badge, and helmet become the property of the retiree.

Section 22.9. Upon separation of service, employees shall return to the Employer all equipment furnished by the Employer with the exception of those items identified in 22.8.

Section 22.10. Unused budgeted uniform allowance money up to $1500.00 per year shall be banked for a maximum $3000.00 for two (2) years for use by the Honor Guard for any reasonable expense with the prior approval of the Chief or their designee.

Section 22.11. In the event that an employee's uniform account is overdrawn ~~for any reason~~, the employee will be provided with a statement indicating the amount in which the account is overdrawn and the associated documentation. If it is found to be the employees' error, the township is to be reimbursed for the amount overdrawn within 30 days of notice.

ARTICLE 23 INSURANCE

Section 23.1. The Township shall continue to provide insurance coverage for each employee comparable to the benefits in effect July 1, 2010.

Section 23.2. Effective January 1, 2015, employees will be responsible to pay 15% of their premium cost for healthcare/prescription coverage. The employee share of the premium will be deducted from the employee's pay on a bi-weekly basis. This bi-weekly deduction will be pre-tax as determined by the Internal Revenue Service.

Section 23.3. Effective January 1, 2016 the Township will offer insurance coverage in the form of a "Healthcare Reimbursement Account" (HRA) or a "Health Savings Account" (HSA) as selected by the member.

1) Effective January 1, 2010, the Central Ohio Health Care Consortium shall be the health insurance provider; Delta Dental shall be the dental insurance provider; and, VSP shall remain the vision insurance provider.

   Trustees will fund the type of insurance above beginning January 1 each year. The amount will be mutually agreed upon by June 1st of the previous calendar year.

	2016
HRA Family	$3000
HRA Single	$1500
HSA Family	$2000
HSA Single	$1000

Board of Trustees may offer additional HSA funding options by resolution, prior to June 1, which bargaining unit members may also participate in.

2) The Township shall contribute an Incentive for each member and spouse towards the member's HRA or HSA deductible, up to the appropriate amount per Internal Revenue Service guidelines, provided that the member and/or spouse complete any of the following Wellness items, as mutually agreed upon by the insurance committee. The list of potential incentives and any specific start/due dates will be given to the members on June 1st of each year.

Minimum Incentives for Insurance in 2016 & 2017

Annual Wellness Evaluation (Bio-Metric & CHRA)	$600 each
Target Improvement	$500 each
Coaching and/or Action Plan	$300 each
Webinar (1 per Employee/Spouse)	$100 each

3) Additional options for incentives and their value may be provided in future years as long as they are mutually agreed upon by the insurance committee no later than June 1st of each calendar year for the following calendar year.

Section 23.4. Effective with the January 1, 2010 contract and continuing with subsequent contract's, the insurance policy will have a $2500/$5000.00 deductible or per Internal Revenue Service guidelines.

Section 23.5. Other insurance coverage such as dental, optical, Employee Assistance Program, and life/disability insurance shall be provided at no premium cost to the employee. Employees will be responsible for applicable co-pays. Life insurance policy for each member will be in the amount of $75,000.00.

Section 23.6. With respect to insurance coverage provided to employees, the Township retains the right to change insurance carriers; to self-insure all or any portion of the benefits, so long as the level of benefits remains at the same or higher level of benefits that are provided in Section 23.1 or the changes are mutually agreeable.

Section 23.7. Employee's eligible for health insurance may elect to waive (opt out) of this benefit if the employee's spouse has health insurance through their employer and can provide proof of coverage.

The Township employee would be eligible to receive a payment equal to 50% of the monthly premium charged by the insurance company for the medical insurance levels the employee would qualify for if the employee were to stay on the Township insurance.

Employee must also complete a Verification of Alternate Medical and Prescription Coverage form annually. The Employee must provide proof of the spouse's medical insurance by the 1st of each month. Monthly proof of insurance may be a copy of a current payroll stub showing premium for insurance deduction or a verification from the spouse's employer on letterhead, either form must be turned into the fiscal office by the 1st of each month.

An employee can be reinstated under Township insurance coverage only through an IRS qualifying event or during the annual open enrollment period. Any HRA or HSA monies would be pro-rated for deposit into said account.

Bio-metric screenings and health assessments may be completed by the employee and their spouse during the annual bio-metric screening as set by the Township. This may be done on or off site, paid for by the Township. Only in the event of returning to the Township insurance plan during the funding year the bio-metric screening is for, would the wellness incentive be received by the employee/spouse.

Employees electing a waiver would still be entitled to select dental and vision coverage. Employee percent (%) premium deducted from the employee paycheck will be paid on these premiums (providing current employees are paying on this coverage.)

Employees selecting the waiver will receive their taxable incentive in the 2nd full pay period of each month, in their paychecks.

Section 23.8. The Township shall keep in force, at no cost to the employee, the current amount of Volunteer Fireman's Death and Disability Insurance.

Section 23.9. Communicable Disease Testing: At no charge to the employee, the Township shall contract with a twenty-four (24) hour medical facility to test firefighters who may have been exposed to communicable diseases while in the performance of their duties.

Section 23.10. The Township shall continue to provide Professional Liability Insurance and Errors and Omissions Insurance at the present levels of coverage, at no cost to the member. The Township may provide such coverage by purchasing liability insurance, self-insuring, or a combination thereof.

Section 23.11. The Township shall maintain a policy and procedure regarding "Employee Assistance Program" for the life of this Agreement.

Section 23.12. Copies of all insurance policies listed in the Article will be available at both stations for viewing.

Section 23.13. In the event that health insurance premiums or the total deductible have a net change of 15% or more in any year of the contract, the Township and the Union agree to meet to discuss alternative means of health insurance coverage and benefits. The Township will consider the Union's suggestions/recommendations in determining the Township's health insurance plan and benefits for the following plan year. However, the selection of the health insurance plan and provider will remain solely with the Township.

ARTICLE 24 TUITION RE-IMBURSEMENT

Section 24.1. The Township shall continue to provide Tuition Reimbursement for each employee as provided in the attached Township Tuition Reimbursement Policy within the following limits: $20,000 annually for the entire department with a maximum benefit per member of $5,000 annually.

Section 24.2. The Township will provide equal Tuition Reimbursement for courses as required to obtain a fire service, emergency medical service or management degree. The employee will supply the Township with documentation from the college requiring the courses in pursuit of this degree.

Section 24.3. The Township will establish an annual "tuition bank" of $3,500 only for non-college training courses for employees who wish to attend them on their own time. This bank will be divided into $1000 for each of the three 56 hour shifts and $500 for the Fire Prevention Bureau, to be utilized as follows:

- Courses will be directly related to firefighting, EMS, supervisory or bureau work.
- Proof of completion or certificate of attendance is required.
- The Battalion Chief is responsible for their shifts allotment.
- The Fire Marshal is responsible for the bureaus allotment.
- Courses will generally be $100 or less.
- Training not covered in this section shall be submitted by the employee through the normal "Request for Training" guidelines.

ARTICLE 25 HOURS OF WORK

Section 25.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This Article shall not be construed as a guarantee of work per week or as a restriction on the Employer's right to require overtime.

Section 25.2. Work schedules for Bargaining Unit employees will be arranged as follows: **Forty (40) hour members.** The normal seven (7) day work week shall consist of five (5) eight (8) hour days, beginning at 0700. Any combination of flex-time may be utilized by the employee with prior approval from their immediate supervisor.

Fifty-six (56) hour members. The regular work day for members shall be twenty-four (24) hours beginning at 0700. Each work day shall be followed by at least forty-eight (48) consecutive hours off duty unless the employee chooses to work overtime, trade time or is held over or is called back to duty for an emergency.

Section 25.3. Personal Time All fifty-six (56) hour members shall be granted personal time after daily chores and training have been completed. The officer-in-charge shall inform the employees of chores and training for the day as soon as possible after roll call.

Section 25.4. **Leap Day** shall be divided into 3 platoon shifts of eight (8) hours each. The following illustration is provided as an example:

Date	Platoon	Time
February 28	One Unit	0700-0700
February 29	One Unit	0700-1500
February 29	Three Unit	1500-2300
February 29	Two Unit	2300-0700
March 1	Two Unit	0700-0700

Members will be compensated as per article 26.

ARTICLE 26 OVERTIME

Section 26.1. When an employee is required by the Employer to work beyond the limits established by the Fair Labor Standards Act, they shall be compensated at one and one half (1½) times their regular hourly rate of pay for all such excess hours worked. The work period shall be fourteen (14) days for purposes of calculation. For purpose of calculating overtime; vacation, injury leave and compensatory time hours will not be deducted from hours worked and

will be calculated in quarter hour increments. Only sick leave hours will be deducted from hours worked.

Section 26.2. When an employee works any overtime above and beyond their assigned shift, that employee will have the choice of being compensated at one and a half (1½) times their regular hourly rate or they may choose to collect compensatory time which will be given at a rate of one and a half (1½) times the actual time worked as per 26.1.

Section 26.3. When any bargaining unit member works overtime on a shift they are not normally assigned, they will be paid the overtime rate of the schedule they are working. (IE. A 40 hour employee who works overtime on a 56 hour schedule will be paid overtime at their 56 hour rate.

Section 26.4. Employees may elect to accumulate compensatory time up to the maximum amount established by the Fair Labor Standards Act. Once an employee accumulates the maximum amount established by the FLSA then any overtime worked must be taken in pay. (Example: Maximum FLSA compensatory time standard in effect for 2005 is 480)

Section 26.5. For the purpose of filling overtime staffing, a list will be maintained of all bargaining unit members eligible to work overtime for staffing.

A. When overtime becomes available, either scheduled or unscheduled, the Battalion Chief will put out a page to all personnel stating overtime is needed; date needed, starting time, hours to work, and any special requirements of the position needed (i.e. medic, inspector, etc.) and who to contact if interested. All overtime will be filled at the lowest possible rank needed. Example, if the position is for an officer and the shift has an acting officer able to fill the position, then the overtime would be filled with a firefighter.

> Example: "Overtime is needed on 3-17-98 at 0700 for
> 24 hours, need a medic. Call Battalion Chief Smith."

B. Members will then have thirty (30) minutes to call in and advise if they are available.

C. At the end of thirty (30) minutes the person calling in who is closest to the top of the overtime list will receive the overtime and their name will be moved to the bottom of the overtime list only after the employee has worked the overtime. The officer will then send out a page to all personnel stating who got the overtime.

D. Members names will not be moved if they work less than twelve (12) hours or if OT is not for staffing. (i.e. Pub Ed, Special Events, etc.)

E. Scheduling overtime shall only be done one day at a time and no more than two (2) unit days in advance. All positions needed for that day will be filled before paging for another day. Members shall have the option of which time slot they wish to work (12 hour (07/19 19-07) increments) based on their position on the overtime list.

F. Members on disciplinary leave will not be eligible for O.T

G. When any changes are made to the overtime list, a copy of said list will be made and filed in the Battalion Chiefs office. A current copy of this list will be prominently displayed at all stations. Date changed and Officer changing shall be filled in at the bottom of the form.

H. The Battalion Chief will be responsible for moving the names of the members working overtime on their shift. These records will be retained as provided for in the townships records retention schedule.

Section 26.6. **Hold-over Procedure** Each unit shall continue to have and maintain a holdover list. In the event a holdover is needed the following will determine who will be held over:

- If one of the off-going qualified employees volunteers to be heldover and no one objects, he will be the holdover.
- In the event no one volunteers, then the employee with the proper qualification who is highest on the holdover list will be the holdover.
- Once a bargaining unit member has been heldover their name will be moved to the bottom of the holdover list.
- Employees on duty at Roll Call are subject to Holdover Procedures unless they are on approved leave at the beginning of their next duty day.

Employees will only be held-over for their respective rank or higher if eligible.

Section 26.7. **Recall Procedure**. Each unit shall continue to have and maintain a recall/holdover list. The list will contain all off duty members from 56 and 40 hour assignment that are eligible for recall. Once an employee has been recalled, their name will be moved to the bottom of the list.

If overtime has been paged out, is not needed immediately, and no one takes the overtime, the Battalion Chief may order, the first person they can contact by Township phone in to cover manpower using this procedure until such time as they reach an individual on the recall list who will be on duty at roll call, then this individual will be notified at roll call that they have been recalled as outlined below. Individuals with previously approved leave are not subject to recall. Recalled individuals, regardless of usage of instant vacation as provided for in 29.15, are responsible for the assigned recall time.

When staffing is needed immediately, the procedure will be as follows:

1. The Battalion Chief shall obtain the recall list for their respective shift.
2. The Battalion Chief shall call employees on the list by using a Township phone.
3. The Battalion Chief shall use the phone numbers listed in the department directory as their contact numbers.
4. If upon exhausting the recall list and no employee can be contacted, the requirements specifying the number of part-time and full-time set forth in section 10.12 are waived and part-time personnel can be contacted and or counted for staffing.

Employees on duty at Roll Call are subject to Recall Procedures unless they are on previously approved leave at the beginning of their next duty day.

Employees will only be recalled for their respective rank or higher if eligible.

Section 26.8. **Recall Pay**. When a bargaining unit employee is called back for work by the Fire Chief or their designee for hours of work not abutting the end of their regular work shift hours or for court duty, he shall be paid for time worked plus four (4) hours pay at his overtime hourly rate. Recall is defined as unscheduled work time not abutting the end of the employee's regular shift and with less than 48 hours notice. Both of these criteria must be met in order to be eligible for recall pay. Employees required to participate in training, meetings, or other work activity outside of their regular shift with more than 48 hours notice are not eligible for recall pay.

Section 26.9. When overtime is due for part of a full hour, it will be calculated and paid at one quarter (1/4) hour intervals.

ARTICLE 27 SPECIAL DUTY

Section 27.1. The Township may elect to provide special duty services to various public and private sector entities within the township. In cases in which the Township agrees to provide these services, personnel will be paid by the requesting entity at the current Franklin County Sheriff Fraternal Order of Police (FOP) special duty hourly rate and will not receive recall pay unless otherwise provided for in this agreement.

Section 27.2 **Immediate Need:** When special duty is needed without forty-eight hours notice. This duty will be paged out as in "Article 26", with slots not filled after 30 minutes made available to all other members of the department.

Scheduled Need: When special duty is needed and forty-eight hours notice is given. This duty will also be paged out as in "Article 26" and a schedule posted with application deadline. Slots not filled after deadline will be made available to all other members of the department.

ARTICLE 28 SHIFT EXCHANGE / VACANCY

Section 28.1. Shift Exchange Employees shall have the right to temporarily exchange shifts with the approval of the Battalion Chief when the change does not interfere with the operation of the Fire Department. Employees shall also have the right to permanently exchange shifts with the approval of each of their respective Battalion Chief / Fire Marshal when the change does not interfere with the operation of the Fire Department.

Section 28.2. In the event of an unforeseen circumstance, a non-probationary member may call the station to make arrangements with another member to provide for coverage to avoid being late. The shift officer must be notified, and a trade paper shall be completed upon the member's arrival.

Section 28.3. Shift Vacancy/Transfer If a vacancy exists, or a transfer of personnel is determined necessary, the vacancy shall be posted for ten (10) days, during this time, qualified bargaining unit members may bid for the position. All bids are to be submitted to the Fire Chief in writing. Seniority shall prevail in the filling of vacancies/transfers unless the experience, training and skills of a less senior bidder are greater, as approved by the Chief.

Section 28.4. If the vacancy is not bid on and must be force filled then the least senior qualified person in the relative rank shall be forced into the vacancy, as determined by the Chief.

Section 28.5. If an employee has bid/requested an assignment and is not qualified/certified for said assignment, the position will be temporarily force filled until the employee requesting said position/assignment is qualified/certified. Force filling of positions/assignments will be done by the least senior, for qualified/certified personnel.

Section 28.6 This Article is not applicable to probationary employees. The Fire Chief will assign probationary employees to positions until such time as they have completed their probationary period.

ARTICLE 29 VACATION

Section 29.1 Each employee shall be entitled to paid vacation time accrued following each worked pay period as follows:

		40 HR	56 HR
1 through 4	years of service	3.1 hrs per pay	5.5 hrs per pay
5 through 9	years of service	4.6 hrs per pay	8.3 hrs per pay
10 through 14	years of service	6.4 hrs per pay	12.0 hrs per pay
15 through 19	years of service	8.0 hrs per pay	14.75 hrs per pay
20 plus	years of service	9.5 hrs per pay	17.5 hrs per pay

Section 29.2. Members shall accrue vacation time by pay period at the annual rate set forth in Section 1, based upon total years of active service. The member may choose to "cash out" this time, not to exceed 50% of the annual vacation and 100% of holiday and comp hours and/or take time off throughout the year.

Section 29.3. Employees electing to "Cash out" either Vacation time, Holiday time or Comp time can cash out, once a month, anytime during the year except checks drawn in the months of January, February and August. The minimum amount of time which may be "cashed out" at one time is 10 hours, less with approval of the Fire Chief.

Section 29.4. An employee must have completed the necessary years of service as is currently the practice by the date for which Vacation Time is requested in order to take that time off. The employee shall have accrued the time prior to scheduling the time.

Section 29.5. **Vacation Time Carry-over** A member may carry-over into the following year one and one-half (1 1/2) times the amount of Vacation Time hours as established in Section 29.1. Vacation time carry-over may be expanded by additional hours per year, with the approval of the Chief.

Section 29.6. Approved Vacation leave, Compensatory Time, and Holiday time for 56 hour employees will not be canceled unless the employee submits the cancellation request no less than sixty (60) hours in advance of the start of the employees next assigned shift. 40 hour employees are exempt from the 60 hour notice.

Section 29.7. Vacation Time conversion may occur less than sixty (60) hours in advance under any of the following conditions that shall be inclusive to Articles 29, 31, 32 and 33:

- Physician excused illness requiring bed rest/recovery.
- Hospitalization.
- Surgery or medical problems requiring a recovery period which would cause members to cancel their plans.
- Deaths pursuant to Article 33.
- Injury leaves pursuant to Article 31.
- Members will have the option to voluntarily cancel their leave if overtime will be needed.
- Any other emergency or compelling circumstance approved by the Chief or their designee.

Approved Vacation time for 40 hour employees may be canceled at any time. Any personnel on overtime as a result of the scheduled vacation may be relieved upon cancellation of the vacation.

Section 29.8. Vacation time shall be scheduled in advance as follows:

1. For purposes of scheduling, the vacation year shall extend from April 1st of the current year until April 1st of the following year.

2. All seniority requests for vacation must be submitted on or before 1200 hours (Noon) on March 1st of each vacation year.

3. Where more than three employees request approved leave on the same day, the most senior employee shall be given preference for all leave requested on or before March 1st of each vacation year.

   If a request is denied and later becomes available then the date requested shall be made available based on requests received prior to March 1st , provided the employee has time equal to that request available in their leave "bank". The Battalion Chiefs shall keep a list of denied "seniority" leave requests. If no seniority requests have been denied and another slot becomes available then it shall be filled on a first come first serve basis.

4. After March 1st, in the event that four or more employees submit a request for approved leave at the same time seniority will prevail.

5. An employee will not be denied leave time solely because it is a holiday.

Section 29.9. A member in full-time status who is to be separated from the Township service through removal, resignation, retirement or layoff and who has unused vacation/ holiday / comp time to their credit, shall be paid in a lump sum for such unused time in lieu of granting such member leave after their last day of active service with the Township.

Section 29.10. When a member dies while in paid status in the Township service, any unused Vacation time, Holiday time or comp time to their credit shall be paid in a lump sum to the estate of the deceased when there is no surviving spouse or written beneficiary.

Section 29.11. All Vacation time, Holiday time and Comp. time leaves shall be taken at such time or times at the discretion of and as approved by the Fire Chief or their designee.

Section 29.12. Vacation time, Holiday time and comp time may be taken in quarter hour increments.

Section 29.13. Three (3) fifty-six (56) hour, all ranks, bargaining unit members will be allowed off on vacation time/ holiday time/ comp time at one time, more with approval of the Chief.

Section 29.14. All vacation time/ holiday time/ comp time requests shall be submitted no later than sixty (60) hours prior to the day requested. These requests may also be requested verbally on the phone through the employee's immediate chain-of-command and paperwork completed when the employee returns to work.

Section 29.15. When staffing and departmental goals are met, instant vacation time/ holiday time and Comp time may be granted.

ARTICLE 30 HOLIDAY TIME

Section 30.1. The following holidays are those which shall be recognized and observed. All bargaining unit employees shall receive eight-(8) hours of earned holiday time per holiday reflected in the table below:

1. New Years Day
2. Presidents' Day
3. Labor Day
4. Columbus Day
5. Christmas Day
6. Memorial Day
7. Independence Day
8. Veterans' Day
9. Thanksgiving Day
10. Martin Luther King Jr's. Birthday
11. Designated Days of National mourning

When a National Day of Mourning is declared (8) eight hours of Holiday time per designated day will be added to the employee's holiday time allowance on the designated day; and any other holiday(s) declared by the O.R.C.

Holiday time will be added to the employee's holiday time allowance once the holiday has occurred. Any Holiday time remaining on November 30th will be automatically paid out on or before December 15th on a separate check. Any holiday time earned in December and remaining on January 1 may be carried into the new year and will be paid out at the employee's new pay rate.

Section 30.2. Once an employee has completed six (6) months of service with the Township they shall receive Holiday time as in Section 30.1 for each remaining holiday that year.

Section 30.3. Use of Holiday time will be as outlined in Article 29.

ARTICLE 31 ON-DUTY INJURY

Section 31.1. Any employee who is injured or disabled while in the performance of their duties under such circumstances as would cause such injury or disability to be compensatable under the Workers Compensation Law of the State of Ohio, shall be compensated at their regular salary for the period of disability and/or the injury, but not to exceed ninety (90) calendar days per calendar year, provided the extent of the injury or disability prevents such employee from performing normally assigned duties.

Employees injured on the job shall file an official Township injury report, exposure report and reimbursement agreement with the Fire Chief as soon as possible following the injury.

Section 31.2. To apply for benefits under Section 32.1, written application shall be made to the Fire Chief accompanied by a certificate from a registered physician, stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee.

The Employer may approve or reject the application, and in doing so, may require examination by a registered physician of the Employer's selection. Before any employee who has made application to the Township for benefits under this Article and who is entitled to receive any benefits under this Article, they shall first make application for Worker's Compensation benefits or insurance proceeds from any compensation fund or insurance company to which the Township contributes. Benefits received from any such fund and payable to the township shall not be reduced for any expenses encountered by the employee.

Pending a decision by the township, an injured employee may be carried on sick leave, vacation leave, or compensatory time, which leave shall be restored to their credit or certification by the Township that injury leave has been approved.

Section 31.3. A deduction may be made to the extent of any sum an employee may receive in the form of insurance proceeds, or temporary total or temporary partial benefits from any compensation fund to which the township contributes.

Section 31.4. In the event such Injury-On-Duty is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work, against their accumulated sick leave time. If the employee does not have accumulated sick leave to cover either all or part of the time off, to and including the date the

claim is disallowed, then any monies paid to the employee by the Township as injury leave under this Article shall be repaid by the employee to the Township.

Section 31.5. When an employee is on injury leave for over thirty (30) consecutive calendar days, the employee will provide their immediate officer-in-charge a documented update from their physician within the next ten (10) calendar days. The immediate officer-in-charge is responsible for forwarding the document up the chain of command. This document will include the following:

1. The date of the employee's most recent examination.
2. That the employee is still unable to return to duty.
3. The prognosis for the employees return to duty.

This documentation will be presented at least every thirty (30) calendar days thereafter, for an update on the status of their condition.

In the event that an employee has been furnished with documentation from their physician indicating that the employee cannot return to work for a period of time greater than thirty (30) calendar days, the above requirement will be waived and an update on the employee's condition will be required at the time of the next scheduled examination.

Section 31.6. In the event an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of their employment, and is sent to a medical facility for testing and Workers' Compensation subsequently determines that there was no injury sustained, shall have all bills pertaining to the employee's testing be the responsibility of the Township.

ARTICLE 32 SICK LEAVE

Section 32.1. Employees shall accumulate and use sick leave as follows:

Fifty six hour employees shall accrue sick leave at a rate of 13.8 hours for each pay period and forty hour (40) employees shall accrue 4.6 hours of sick leave per pay period to be accrued following each worked pay period, earned for that pay period.

Employees shall accrue sick leave from their first day of employment and shall continue to do so without limitation on the amount of time they may accrue for paid time off duty.

Sick leave shall be charged to each employee on the basis of one quarter (1/4) hour for each quarter (1/4) hour of sick leave used.

Section 32.2. It is the intent of the Employer to grant sick leave to its employees for illness or injury severe enough to prevent the normal performance of that employee's duty.

Section 32.3. Sick leave may also be granted in conjunction with a family illness when such illness urgently requires the employee's presence. This leave may only be used with members of the employee's household. Once an initial emergency is over, sick leave will not be granted merely because continuing care is needed. Employees may elect to use the provisions of the

Family Medical Leave Act Policy for extended care of family members or for extended care for the employee and its provisions as adopted by the Township Trustees are hereby made a part of this agreement. (See APPENDIX)

Section 32.4. Sick leave will be granted to cover the absence necessitated by the birth or adoption where a member has parental authority. A member will be granted a maximum of 72 hours of sick leave for fifty-six (56) hour employees and 40 hours of sick leave for forty (40) hour employees. If additional time is needed due to complications of delivery, etc., the regular sick leave policy shall apply.

Section 32.5. The amount of sick leave an employee may use, for any purpose, may be extended in the presence of special circumstances as determined by the Trustees. In the event an employee has exhausted their leave accounts, and still has occasion to use sick leave, the Trustees may elect to grant the employee the sick leave needed until the occasion has past. Employees granted such an extension for sick leave by the Trustees will be required to repay the Township for all hours paid but not earned.

Section 32.6. Non-emergency medical or dental appointments, which could be scheduled during non-work hours by the employee, do not qualify for sick leave.

Section 32.7. An employee must request sick leave or injury leave from the appropriate officer-in-charge. This request must be made as soon as the employee knows he/she will need leave. Each request shall be made at least half (½) hour before the employee is to begin duty; the request will be accepted or refused by the officer-in-charge at that time.

Section 32.8. All employees ill or injured at home, or home with an ill or injured household member, are required to remain at home, unless they notify the Officer-in-charge when they are going to be gone for more than an eight (8) hour period of time. Upon returning, they shall notify the officer-in-charge of their return.

Section 32.9. When fifty-six (56) hour employees use three or more consecutive duty days of sick leave, an excuse from the employee's physician will be required for sick leave to be granted. The same shall apply to forty (40) hour employees who use five (5) or more consecutive duty days of sick leave. In all cases, written request for sick leave to the officer-in-charge is required.

Section 32.10. Sick leave may be scheduled and approved in advance when the employee can predict usage, such as corrective surgery or diagnostic testing.

Section 32.11. Whenever an employee is on sick leave for over thirty (30) consecutive calendar days, the employee will provide their immediate officer-in-charge with a documented update on the employee's condition from their physician within the next ten (10) calendar days. The immediate officer-in-charge is responsible for forwarding the document up the chain of command. This document will include the following:

1. The date of the employee's most recent examination.
2. That the employee is still unable to return to duty.
3. The doctor's prognoses for the employees return to duty.

This documentation will be presented at least every thirty (30) days thereafter, for an update on the status of their condition.

In the event that an employee has been furnished with documentation from their physician indicating that the employee cannot return to work for a period of time greater than thirty (30) calendar days, the above requirement will be waived and an update on the employee's condition will be required at the time of the next scheduled examination.

Section 32.12. Sick leave is a privilege, not an employee's right, and falsification of the written request, physician's excuse, or any other false statement may be grounds for disciplinary action, including dismissal. The Board of Trustees reserves the right to require medical examination of any employee whose illness is used as a basis for a sick leave request. A demonstrated pattern of sick leave use may be used as the basis for disciplinary action in accordance with Article 9 Corrective Action.

Section 32.13. Wellness Incentive

For employees with less than 1800 hours of sick leave for 56 hour employees and less than 600 hours of sick leave for 40 hour employees with Madison Township:

- Those employees who work a forty (40) hour work week and do not use any sick leave in a calendar year will receive twenty-four hours of compensatory time.
- Those employees who use (8) hours or less in a calendar year will receive sixteen (16) hours of compensatory time.
- Those employees who use (16) hours or less in a calendar year will receive eight (8) hours of compensatory time.
- Those employees who use (24) hours or more days will receive no compensatory time.

For those employees working the average (56) hour work week:

- Those employees not using any sick leave in a calendar year will receive twenty-four hours of compensatory time.
- Those employees who utilize sick leave for 24 hours or less in a calendar year will receive sixteen hours of compensatory time.
- Those employees who utilize sick leave for 48 hours or less in a calendar year will receive eight hours of compensatory time.
- Those employees who utilize 72 hours or more hours of sick leave are ineligible for any such compensation as set forth in this article.

The previous years wellness incentive will be credited to their bank with the first full pay period in January of each year.

Employees with at least five (5) years of service but less than fifteen (15) years of service:
Employees may elect to convert twelve (12) hours of sick leave if working a 56 hour work week and four (4) hours of sick leave if working a 40 hour work week every three (3) months (Jan. –

March, April – June, July – Sept., Oct. – Dec.) to pay at their regular rate if the following criteria are met:

1. No sick hours were used during the 3-month period.
2. The employee has 1800 hours or more for 56 hour employees and 600 hours for 40 hour employees in their sick leave bank. Sick leave hours transferred (with Township approval) from another employer will not be counted towards the 1800/600 hours for payout purposes.
3. The employee shall submit the appropriate payroll form. Payment of or conversion to compensatory time will be made during the first full pay following the end of the 3 month period as part of their regular pay. Payouts or conversions of time will be made in the specified pay cycle. Late requests will not be processed, unless extenuating circumstances exist and with the approval of the Fire Chief.

For employees with fifteen (15) or more years of service: Employees may elect to convert twenty-four (24) hours of sick leave if working a 56 hour work week and eight (8) hours of sick leave if working a 40 hour work week every three (3) months (Jan. – March, April – June, July – Sept. Oct. – Dec.) to pay at their regular hourly rate if the following criteria are met:

1. Fifty six hour employees who use twenty four (24) or less hours sick time or forty hour employees who use eight hours or less sick time during the 3-month period.
2. The employee has 1800 hours or more for 56 hour employees and 600 hours for 40 hour employees in the sick leave bank. Sick leave hours transferred (with Township approval) from another employer will not be counted towards the 1800/600 hours for payout purposes.
3. The employee shall submit the appropriate payroll form. Payment of or conversion to compensatory time will be made during the first full pay following the end of the 3 month period as part of their regular pay. Payouts or conversions of time will be made in the specified pay cycle. Late requests will not be processed, unless extenuating circumstances exist and with the approval of the Fire Chief.

Section 32.14. Probationary employees hired mid-year will have their Wellness Incentive pro-rated accordingly.

Section 32.15. Sick Leave Buyout Sick leave paid upon retirement, layoff, or job abolishment pursuant to Article 17, will be paid at fifty percent (50%) of actual time accrued, up to a maximum of 1800 hours for 56 hour employees and 1250 hours for 40 hour employees.

For example: If a member retires and has accrued 1532 hours of sick leave, the maximum amount paid will be 766 hours at the member's regular hourly rate of pay. If a member retires and has accrued 5961 hours of sick leave, the maximum amount paid will be 1800 hours at the member's regular hourly rate of pay.

Section 32.16. A member may request the Township buy out their sick leave, payable in one lump sum, two or three equal payments made in consecutive years, if the following conditions are met:

- Employee is eligible for a "Normal Service Retirement" as defined by the Ohio Police and Fire Pension Fund

- Employee must have a minimum balance of 672 hours for 56 hour employees and 480 hours for 40 hour employees remaining after the requested buyout.

- The above provision may be modified in the event of unforeseen circumstances or a lack of necessary hours with approval of the Fire Chief.

- Sick leave hours transferred (with Township approval) from another employer will not be counted towards the sick leave buyout.

Once paid out the employee's maximum benefit of 1800 hours for 56 hour members and 1250 hours for 40 hour members will not re-accumulate for the purposes of buyout. This sick leave buyout may only be submitted in March or August.

Section 32.17. The restrictions on utilization of sick time transferred from other employers are not applicable to individuals employed by Madison Township prior to April 30, 2016.

ARTICLE 33 BEREAVEMENT LEAVE

Section 33.1. In the event of death of an employee's spouse, son, daughter, brother, sister, parent, grandparent, grandchild, mother-in-law, father-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, forty hour employee's will be entitled to five (5) consecutive work days and fifty-six hour employee's will be entitled to two (2) consecutive work days for the purposes of bereavement. In the event of death of an employee's great-grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, half-brother, half-sister, or a person who stands in the place of a parent, forty-hour employee's will be entitled up to three (3) consecutive work days and fifty-six hour employee's will be entitled to one (1) work day for bereavement purposes.

ARTICLE 34 COURTROOM DUTIES

Section 34.1. **Jury Duty Time** A bargaining unit member, while serving upon a jury in any court of record will be paid their regular salary for each of their work days during the period of time so served. Any compensation for jury service will be returned to the Township less expenses incurred (meals, parking etc.). Employees will be required to provide receipts for such expenses. Time so served shall be deemed active and continuous service for all purposes.

Section 34.2. **Court Time** Time off with pay shall be allowed bargaining unit members who are required to attend any court of record as a witness for the Township in civil or criminal matters. Any compensation for witness service will be returned to the Township less expenses incurred (meals, parking etc.) employees will be required to provide receipts for such expenses.

Section 34.3. **Mileage allowance and parking fees** Employees required by the Employer to use their private vehicles for Fire Department business shall be compensated at the current Federal rate for mileage traveled, plus actual parking fee incurred.

ARTICLE 35 MILITARY INCENTIVE

Section 35.1. **Military Leave** The military leave policy and procedures of the Fire Department shall conform to the provisions set forth herein, and to the pertinent sections in Chapter 5903 and 5923 of the O.R.C.

Section 35.2. **Part-time military service**: Pursuant to ORC 5923.05(b), permanent full-time employees in military service will be granted paid military leave, up to 408 hours, each calendar year to fulfill their military service obligations as a member of the Ohio organized militia or member of another reserve component of the armed forces of the United States.

Section 35.3. Employees may also trade time, personal days, holiday time and/or vacation time to cover any or all their military leave days.

Section 35.4. **Military Service Credit** After an employee completes 5 years of service with Madison Township Fire Department, the Township agrees to purchase the maximum amount of military service credit allowed by the Ohio Police and Fire Pension Fund that each veteran is eligible for. This service credit is for retirement purposes only. To a maximum taxable benefit of $25,000.00 per member.

Section 35.5. This service credit must be purchased during the employee's sixth year of service with Madison Township Fire Department. If an employee chooses to not purchase their military credit during the sixth year of service the township will reimburse the employee for no more than what the cost would have been if purchased during the employees sixth year of service with the township.

Section 35.6. In the event that an employee leaves the service of Madison Township in a non-pension manner, the employee agrees to reimburse the township for the purchase of the military credit at the following rate:

4% of the purchase price multiplied by number of years left to employees earliest possible retirement date.

ARTICLE 36 SAFE EQUIPMENT

Section 36.1. The Township will furnish and will maintain in the best working condition, within the limits of its financial capability, the necessary tools, facilities, certified repair personnel upon request of the safety committee with authorization by the Chief or their delegate, vehicles, supplies and equipment required for members to safely carry out their duties. Bargaining unit members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the Township. The Township agrees to respond in writing within ten (10) days after receiving a written safety concern from the Union.

ARTICLE 37 COPIES

Section 37.1. As soon as possible following the signing of this Agreement, the Township and the Union shall have made seventy-five (75) copies of this Agreement. Ten (10) copies shall be provided to the Township, and the remainder shall be provided to the Union for distribution to bargaining unit members. Actual cost of printing this Agreement and any future copying beyond the copies specified herein, in an amount the parties may later agree as necessary, shall be shared equally by the parties. The Union shall be responsible for distribution copies to current bargaining unit members. New bargaining unit members who are hired during the life of this Agreement will be provided copies by the Township.

ARTICLE 38 PHYSICAL TRAINING PROGRAM

Section 38.1. All bargaining unit members may voluntarily participate in a physical training program while on-duty. Said physical training program shall be established by the Employer and the Union Safety Committee.

Section 38.2 Management acknowledges the significant role that physical fitness plays in ensuring a healthy, safe and effective workforce. To that end management will insure that fitness equipment and programs are maintained and upgraded as appropriate. Similarly, labor acknowledges benefits of physical fitness and is committed to participation in and utilization of the equipment and programs provided by the township.

ARTICLE 39 TRANSITIONAL DUTY

Section 39.1. The Transitional Duty policy in effect at the signing of this agreement will remain in full force and effect for the duration of this agreement. Signed copies will be made available at all stations for reference. Changes to this policy shall be mutually agreeable.

ARTICLE 40 SUBSTANCE ABUSE

Section 40.1. Purpose and Scope. Both the Township and the Local recognize alcohol abuse and illegal drug usage as threats to the public safety and welfare, and to the employees of the fire department. The Madison Township Fire Department will take the necessary steps, including alcohol and drug testing, to eliminate alcohol abuse and illegal drug usage.

The goal of this policy is to prevent and educate first. Both the Local and the Township will work to provide members with information concerning the impact of drugs and alcohol on job performance.

Employees, who suspect that they may have an alcoholism or drug dependency problem, even in its early stages, are encouraged to follow through with the treatment that may be prescribed by qualified professionals, in order to eliminate the problem as early as possible.
It is imperative that all department personnel recognize and preserve the confidential nature of medical records of employees with alcoholism or drug dependency problems.

Persons participating in a rehabilitation program will be expected to satisfy existing job performance standards and established work rules.

Nothing in this statement of policy is to be interpreted as constituting a waiver of the department's responsibility to maintain discipline or its right to take disciplinary measures in the cases of poor performance or misconduct that may result from an alcohol and drug usage or dependency.

If any employee feels that drugs or alcohol have become a problem that is reflected in that employee's poor job performance, they are strongly urged to speak with their company officer or Battalion Chief. The employee shall set a course of action for improvement at this time.

It will be the responsibility of all members of the fire department to implement this policy for the individual's safety and welfare, as well as their own safety and welfare.

Section 40.2. **Participation.** Any employee having these problems will receive the same consideration that is presently extended under the Township's existing benefit plans to those having other physical and/or psychological disability, as well as under the E.A.P., if established by the terms or the collective bargaining agreement between the Township and Local 2507.

Those individuals who accept medically approved treatment for alcohol or drug dependency may use the Township's established health insurance benefit plan but are responsible for any and all co-payments.

Treatment plans not covered by an established Township benefit plan may be entered at the individual's expense. A member participating in such a program will be allowed such member's accrued, but unused, sick leave, vacation, and/or personal time for absences due to actual participation. If none exists, a leave of absence without pay may be granted.

While participating in such a program, the member shall be required to authorize the release of sufficient information so as to enable the Fire Chief and/or the Board of Trustees to determine that the member is actively participating in, and/or has successfully completing such programs. The decision to request a diagnosis and to accept treatment for alcohol or drug abuse is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies to job performance.

Section 40.3. **Off Duty.** It must be understood that this policy has no bearing whatsoever on what an employee does on their own time, unless it adversely reflects on their job performance as per the code of conduct SOG. Poor performance is subject to all the steps of corrective action.

Individuals involved in charges of D.W.I., public intoxication, and drug related violations may be placed on Administrative Leave pending the judicial outcome and subject to subsequent corrective action. That individual may choose treatment under this policy. Individuals with multiple convictions of public intoxication and/or D.W.I. establish cause for testing for two (2) years. This individual may choose treatment under the policy.

Section 40.4. **On Duty.** Reporting for work under the influence of alcohol, drugs, or any substance which impairs an employee's mental or physical capacity will not be tolerated, and

that employee will be subject to corrective action. Any employee, who illegally sells or distributes drugs or other controlled substances to any person, while on duty, shall be subject to due process termination. Any employee who has been determined to be under the influence of or using drugs, while on duty, via testing, should be given the opportunity to enter and successfully complete an E.A.P. or an approved, treatment program. Disciplinary action may be dismissed against the employee, provided he/she successfully completes the program and is not found to be under the influence for a period of two (2) years, to be determined by random testing following the successful completion of the program.

Section 40.5. **Testing Criteria.** Employees may be tested for alcohol or drugs under any of the following conditions:

1. Reasonable grounds would include a combination of various factors such as: slurred speech, red eyes, dilated pupils, incoherence, unsteadiness on feet, smell of alcohol or marijuana emanating from the employee's body, increased carelessness, erratic behavior, inability to perform their job, other unexplained behavioral changes. The department shall not be limited to the above examples.
   Any employee not currently trained and certified as an E.M.T.-A., Advanced E.M.T.-A. or E.M.T.-P. should receive training in the signs and symptoms of alcohol and drug abuse.

2. After participation in an alcohol or drug abuse rehabilitation program, an employee shall be required to undergo tests, within the two (2) year period following the successful completion date of the program.

3. During the investigation of any motor vehicle accident or injury that is the fault of the employee, or an incident in which an employee or employees are involved in on duty, which may lead to liability issues or question of impairment. These tests are done for investigative purposes, as well as to assist in the establishment of an "affirmative defense" and will be completed as soon as possible following the incident during the following circumstances:

   - Motor vehicle accidents in which the employee is cited, damages are likely to or will generate an insurance claim on the part of the township, a motor vehicle accident which is likely to or may result in a potential legal liability for the township or results in an injury requiring immediate medical treatment.

   - Where required to be eligible for workers compensation when an on duty injury requires medical treatment at the time of injury.

Upon completion of the tests, the employee(s) will be taken to their home and placed on paid administrative leave until the results of the test have been received.

Section 40.6. **Procedure.** Reasonable suspicion must be based upon specific facts or observations and reasonable inferences indicating that the member in question has used or is under the influence.

Any individual suspecting another member of using or being under the influence shall be encouraged to immediately report their suspicion to their company officer or Battalion Chief. That officer shall observe and confirm a reasonable suspicion. The documentation shall be provided as soon as possible and marked "confidential".

The member in question will be given the opportunity to explain. If that superior is satisfied with the explanation, he/she shall document this in a communication, marked "confidential", and passed on to the officer and the Fire Chief.

When a reasonable suspicion occurs, that member will be removed from their assignment. When necessary and when reassignment of manpower does not permit normal coverage, an officer may mark a piece of equipment out of service until normal coverage can be obtained. The Battalion Chief will contact the Fire Chief or designee and apprise them of the situation

Any member refusing a written order for testing will be subject to corrective action for insubordination, which is a Group III Offense, this allows for all corrective action up to and including termination. Any member refusing testing will be placed on Administrative Leave and driven home.

Prior to submitting samples, the employee will be required to submit a list indicating any prescription/non-prescription drugs currently being taken, and/or any prescription/non-prescription drugs or toxic substances he/she may have been in contact with. The employee will also be required to sign a release of information.

Testing will be conducted by an N.I.D.A. certified laboratory. The N.I.D.A. established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug. A positive result outlined in the Ohio Revised Code, Section 4511.19(3).
Testing for drugs and alcohol shall be limited to the following groups of substances: alcohol, marijuana metabolite, cocaine metabolite, opiates, phencyclidine (PCP), amphetamines, barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene.

Employees who have participated in a drug testing procedure, which failed to reveal the presence of any drug, shall be given a letter stating that no illegal drugs were found in their system. Further, if the employee requests it, a copy of the letter shall be placed in their personnel file.

The Chief or their designee will take the employee to the testing site. At the site, sufficient samples of urine and blood shall be taken to enable (a) the N.I.D.A. certified lab selected by the employer to conduct an initial screen and a confirmatory test, and (b) a second lab selected by the employee to conduct a second screen and confirmatory test (such secondary testing to be conducted at the employee's expense). The testing by the employer-selected N.I.D.A. certified lab shall consist of a two-step procedure. First, the sample will be subjected to an initial screening. If the screening procedure reveals a positive result, then a confirmatory test shall be conducted. Notification of test results, to the Chief, shall be withheld until the confirmatory test results are obtained.

An employee who is tested will be transported to their home and placed on Administrative Leave with pay following a positive test, or until the status of the tests and/or the circumstances

surrounding the impairment are determined. The employee may at this time choose to enter an E.A.P. or treatment program.

Section 40.7. **Disciplinary Action.** The employee shall be subject to disciplinary action for the following:

- Refusal to take a screening or confirmatory tests and failure to comply with testing procedures.
- Fails to successfully complete our E.A.P. counseling and/or rehabilitation program.
- Tests positive at any time within two (2) years after the employee's completion of our E.A.P. and/or rehabilitation program.
- Additional offenses of reporting under the influence.
- Poor performance associated with drug and alcohol use and/or abuse.
- Illegal selling or distribution of drugs or other controlled substances and alcohol while on duty.

ARTICLE 41 DURATION OF AGREEMENT

Section 41.1. This Agreement shall be effective upon signing and shall remain in full force and effect until midnight April 30, 2019, the termination. (3 year Agreement).

Section 41.2. If either party desires to modify or amend this Agreement prior to it's expiration, it shall give written notice to such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be timely written notice with receipt acknowledged. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.

Section 41.3. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral or otherwise are hereby canceled.

Section 41.4. Such notice shall be by timely written notice with receipt acknowledged. The parties shall commence negotiations with two (2) calendar weeks following receipt of the notice of intent, unless extended by mutual agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 20th day of April 2016.

FOR THE TOWNSHIP
OF MADISON

CHAIRMAN

TRUSTEE

TRUSTEE

ADMINISTRATOR

FIRE CHIEF

FOR THE INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS, LOCAL 2507

CHIEF SPOKESMAN

BARGAINING TEAM MEMBER

BARGAINING TEAM MEMBER

BARGAINING TEAM MEMBER

BARGAINING TEAM MEMBER

Definitions

Assignment: The employees unit, platoon, shift, or forty (40) designations on the department for staffing purposes.

BWC: Bureau of Worker's Compensation

Bargaining Unit: I.A.F.F. Local 2507 members

Calendar Day: A period of time from 0000 hours to 2359 hours.

Civilian: A person who is not a sworn member of the Madison Township Fire Department.

COD: Calling Off Duty through the use of sick time.

Compensatory Time: Time off in lieu of monetary overtime compensation, at a rate of not less than one and one-half hours of compensatory time for each hour of overtime worked.

Demotion: A change of an employee from a position of one class to a position of a different class having a lower rate of pay.

Earned Time: Time off with pay in the form of Holiday or Vacation Time.

Eligibility List: A list of names of persons who have been found qualified through suitable tests for promotion.

Employee/Employees: As used in this Agreement means members of the Bargaining Unit.

Employer: Madison Township, Franklin County, Ohio

EMT-B: Emergency Medical Technician – Basic as defined by section 4765.10 (B) of the Ohio Revised Code.

EMT-I: Emergency Medical Technician – Intermediate as defined by section 4765.10 (C) of the Ohio Revised Code

EMT-P: Emergency Medical Technician – Paramedic as defined by section 4765.10 (D) of the Ohio Revised Code

FMLA: Family Medical Leave Act

F.P.B.: Fire Prevention Bureau

Full Time Status: Employment which requires active service to be performed in accordance with an established working time, such schedule to be based upon not less than 80 hours per 14 consecutive calendar days.

Grievance: An allegation by an aggrieved bargaining unit employee that there has been a violation of this Agreement.

Hold-over: When a member is in an overtime status that extends the ending of their scheduled work shift.

Hours of Work: Forty (40) Hour Employees: A period of eight (8) or ten (10) hours
Fifty-six (56) Hour Employees: A period of twenty-four (24) hours followed by a minimum of forty-eight (48) hours of time off.

I.A.F.F.: International Association of Fire Fighters

O.R.C.: Ohio Revised Code

Overtime: Time during which an employee is on duty, working for the Township in excess of regularly scheduled hours of work. Overtime applies only to that time authorized to be worked by the Fire Chief or their designee in accordance with this Agreement.

Part-time employee: As defined by section 505.60(F)(1) of the Ohio Revised Code.

Pay Period: A two calendar week period beginning at 07:00 Saturday and ending on the second at 07:00 on the second Saturday.

Position: A post, status, or rank of employment

Promotion: A change of an employee from a position of one class to a position of a different class having a higher rate of pay.

Resignation: The voluntary termination of employment by the employee.

Shift /Workday: A period of eight (8) or ten (10) hours for forty hour per week employees and twenty-four (24) hours for employees assigned to a unit.

Shift Exchange: The act when two employees agree to change their assigned shift and it does not interfere with department operations.

Shift Trade: The act when two employees agree to temporarily exchange *any portion or all of* their assigned shift.

Shift Transfer: The act of an employee being moved, upon the initiation of the department, from one unit/shift to another unit/shift.

Township: Madison Township, Franklin County, Ohio

Unit: One of three (3) regularly scheduled shifts for fifty-six (56) hour employees in the department.

Vacancy: A opening on a unit, shift or 40 hour assignment due to a employee that has been either permanently assigned to another position, transferred to another assignment, or retired from the department.

MADISON TOWNSHIP FIRE DEPARTMENT
ORAL REVIEW BOARD
PERSONNEL FILE OVERVIEW

CONTENTS OF PERSONNEL FILE:

PERSONAL COMMENDATIONS		**TOTAL**	_____
PROFESSIONAL COMMENDATIONS	FIRE	_____	
	EMS	_____	
	OTHER	_____	
		TOTAL	_____
TRAINING COURSES	FIRE	_____	
	EMS	_____	
	OTHER	_____	
		TOTAL	_____

DISCIPLINARY ACTI0N

WRITTEN REPRIMANDS:

_____
_____
_____

TOTAL _____

SUSPENSIONS:

_____
_____
_____

TOTAL _____

LAST FOUR DIGITS OF YOUR SS#

_____ - _____ - _____ - _____

MADISON TOWNSHIP
ATTENDING PHYSICIAN'S REPORT
TRANSITIONAL DUTY

_____ has been under my care since _____ for the following
NAME DATE
condition:

_____
DESCRIBE CONDITION AND TREATMENT

_____

In my opinion, he/she:

1. Can return to full duty on: _____

2. Will be available for transitional duty _____

3. Could remain on transitional duty until _____ with the restrictions provided on the attached documentation. (Restrictions required)

Employee's next appointment is: _____

_____ _____
ATTENDING PHYSICIAN'S SIGNATURE DATE

_____
PRINT OR TYPE NAME

_____ _____
ADDRESS PHONE

Transitional duty requirements:

Office assignment: Consists of a 40 hour week. It involves desk work, telephone answering, typing and/or computer work, paper work and filling.

Other transitional duty: such as, driving a vehicle for general errands around the Township and within Central Ohio, possible business inspections which require walking, bending both inside and outside of buildings, light building and vehicle maintenance as determined by the Department Head and approved by the employer's personal physician.

Approved: _____ Date:_____
Department Head

MADISON TOWNSHIP FIRE DEPARTMENT
PAYROLL DUES DEDUCTION FORM

I hereby authorize the Fiscal Officer of Madison Township to deduct from my wages regular Union membership dues in the amount certified to the Township by the Treasurer of the International Association of Firefighters, Local 2507.

I understand the Township will be relieved from making such deduction by my:

1. Termination of employment;
2. Transfer to a job other than one covered by a bargaining unit;
3. Layoff from work;
4. Unpaid leave of absence;
5. Revocation of the authorization;
6. Resignation from the Union.

_____ _____

Signature of Employee Date

MADISON TOWNSHIP
TUITION REIMBURSEMENT GUIDELINES

To encourage continuing education of Township employees, a tuition assistance program is available to all full-time employees with at least one year of service with the Township. Tuition assistance will be considered only under the following circumstances:

- Courses must be given by an accredited institution of higher education
- Courses must be associated with a job-related degree program
- Attendance must be during non-work hours
- Course work cannot interfere with or negatively affect the employee's job performance
- Employees must submit sufficient documentation and receive prior approval from the Board of Trustees
- Employees must inform the Trustees if they will be receiving other forms of financial assistance such as grants or scholarships

To receive financial reimbursement, employees must provide the following within 10 days of the completion of the course(s):

- Proof that the employee received a passing grade (undergraduate program – "C" grade or higher; graduate program – "B" grade or higher)
- Proof that the tuition has been paid
- Other financial assistance such as grants or scholarships will be deducted from the amount of reimbursement from the Township

The Township will compensate eligible employees for tuition expenses <u>only</u>. Other expenses such as books, supplies, and fees will not be reimbursed. The amount of reimbursement will not exceed the rate charged by The Ohio State University at the time the course was taken. With sufficient written justification and at their sole discretion, the Board of Trustees may grant permission to exceed this rate under exceptional circumstances.

Employees who wish to attend job-related, non-degree courses or training seminars or workshops should send a written request to their Department Head. Attendance will be approved at the sole discretion of the Department Head on a case-by-case basis.

MADISON TOWNSHIP
APPLICATION for PARTICIPATION in TUITION REIMBURSEMENT PROGRAM

_____	_____	_____
Name	Dept.	Position/Unit
_____	_____	_____
Name of Course	Course #/Qrt./Semester	Educational Institution

_____ _____
Undergraduate/Graduate/Other Degree Program (if any) Credit Hours

Enrollment Date

Additional Information:

I, _____ apply for approval of the above course to be eligible for tuition reimbursement. I have read and understand the terms of the Madison Township Board of Trustees Tuition Reimbursement Program. I understand that tuition reimbursement may be considered taxable under federal law and that such taxes will be withheld, if applicable. *

_____ _____
Signature Date

==========

_____
Approved Disapproved

_____	_____	_____
Signature	Title	Date

==========

Reason for Disapproval:

*Attach Copy of Course Description & Proof of Cost.

MADISON TOWNSHIP
APPLICATION FOR REIMBURSEMENT

COURSE COMPLETION CERTIFICATION

COURSE NAME: _____

I _____ certify that I satisfactorily completed the above course with the

grade of _____ (attach a copy of grade transcript) and I received:

- _____ No financial aid, including scholarships, from other sources.
- _____ Financial aid in the following amount(s) from the following source(s).

_____ _____ (Attach documentation)
Source Date

_____ _____
Signature Date

INSTRUCTIONS: Complete and sign, and submit with original fee statement and original a copy of the transcript. Make a copy of these documents for your records.

==========

Request for Payment
For Office Use Only

Attach copy of Board Resolution.

Amount Eligible for Reimbursement:

Approved By:_____ Title:_____

Date Paid:_____ Check #_____

Madison Township Fire Department
Franklin County, Ohio
4567 Firehouse Lane
Groveport, Ohio 43125

SICK LEAVE BUYOUT

NAME: _____ DATE SUBMITTED: _____

I am requesting:

A. A one time buyout of _____ hours of my sick leave.

B. A two year buyout of _____ hours of my sick leave.
(Two equal payouts in consecutive years)

C. A three year buyout of _____ hours of my sick leave.
(Three equal payouts in consecutive years)

To be paid in the month of _____ March or _____ August.

- I understand that this time is paid at 50% of actual.
- I am eligible for a "Normal Service Retirement" as defined by the Ohio Police and Fire Pension Fund.
- After cashing in these hours I will have over (672) /56hr –(480) /40hr hours remaining.

Note: With options B & C, the hours of sick leave listed above will be deducted from the sick leave balance immediately. See article 32.16 for provision to change request with the Fire Chief's approval.

Calculation

Current Sick Leave Bank Balance	_____
Subtract the 672 or 480 minimum balance to be maintained	_____
Total available for purchase at 50%, not to exceed 3600 hours, fill in A, B, or C above with this number.	_____

_____
Employee Signature

Time available: Yes ___ No ___ _____ _____
Fire Chief Date

Employees remaining sick leave balance: _____

Madison Township Fire Department
Franklin County, Ohio
4567 Firehouse Lane
Groveport, Ohio 43125

SICK LEAVE BUYOUT

(Years 2 and 3)

NAME: _____ DATE SUBMITTED: _____

I am requesting payment for the (choose one):

_____ second year payment of my Sick Leave Buyout

_____ third year payment of my Sick Leave Buyout

To be paid in the month of: _____ March _____ August

Original Date of submittal of Sick Leave Buyout _____

_____
Employee Signature

_____ _____
Fire Chief Date

Madison Township Fire Department

Franklin County, Ohio
4567 Firehouse Lane
Groveport, Ohio 43125

PARAMEDIC DECERTIFICATION

My State of Ohio Paramedic certification expires on _____. I respectfully request your consideration to permit me to not re-certify with the State of Ohio as a Paramedic. I have served the Madison Township Fire Department as a Paramedic for _____ years. At this time I desire to no longer serve as a Paramedic. I understand that in relinquishing this certification I forfeit all rights and responsibilities as a Paramedic including pay and overtime eligibilities. I further understand that my unit assignment may change to accommodate Paramedic staffing requirements.

I will then be certified as an: _____ EMT _____ EMT – Intermediate.

_____
Date Submitted

_____
Employee Signature

_____
EMS Coordinator Approval

Number of medics on department sufficient.

_____
Battalion Chief Approval

Number of medics on shift sufficient.

Approved: _____ Effective: _____

Denied: _____ Reason: _____

_____
Date of Reply

_____
Fire Chief

Family and Medical Leave Act (FMLA)

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

A. General Provisions

Under this policy, Madison Township will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1) The employee must have worked for the township for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1) The birth of a child and in order to care for that child.

2) The placement of a child for adoption or foster care and to care for the newly placed child.

3) To care for a spouse, child or parent with a serious health condition (described below).

4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Township may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

(1) short-notice deployment.

(2) military events and activities, 3) child care and school activities,

(4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, (7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

(a) Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the

National Guard and Reserves, and members on the permanent disability retired list.

(b) In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

(1) A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

(2) A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

(3) The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(j).

"Covered active duty" means:

(a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

(b) "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code. (a) in the case of a member of a regular component of the Armed

Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term "covered servicemember" means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the

purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The Township will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Township will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Township will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Township and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Township and each wishes to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the Township will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Township will require the employee to reimburse the Township the amount it paid for the employee's health insurance premium during the leave period.

Under current Township policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Township may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition, the birth or adoption of a child, or the serious health condition of a family member must use all paid vacation, personal or sick leave concurrently with FMLA leave. After accrued paid leave has been exhausted, the remainder, if any, of the 12 weeks of FMLA shall be unpaid.

Disability leave for the birth of the child and for an employee's serious health condition, including worker's compensation leave (to the extent that it qualifies), will be designated as FMLA leave and run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before using unpaid leave for what remains of the 12-week entitlement.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to using unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave prior to using unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The Township may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Township and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Township before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The Township will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

The Township may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, Township administrator or management official. The Township will not use the employee's direct supervisor for this contact. Before the Township makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Township will obtain the employee's permission for clarification of individually identifiable health information.

The Township has the right to ask for a second opinion if it has reason to doubt the certification. The Township will pay for the employee to get a certification from a second doctor, which the Township will select. The Township may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Township will require the opinion of a third doctor. The Township and the employee will mutually select the third doctor, and the Township will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The Township will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

The Township may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, Township administrator or management official. The Township will not use the employee's direct supervisor for this contact. Before the Township makes this direct

contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Township will obtain the employee's family member's permission for clarification of individually identifiable health information.

The Township has the right to ask for a second opinion if it has reason to doubt the certification. The Township will pay for the employee's family member to get a certification from a second doctor, which the Township will select. The Township may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Township will require the opinion of a third doctor. The Township and the employee will mutually select the third doctor, and the Township will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The Township will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

L. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The Township will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

M. Recertification

The Township may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Township may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The Township may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR

manager will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Township's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.