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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

**LIBERTY TOWNSHIP ✓
DELAWARE COUNTY, OHIO**

AND

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 3754**

NOVEMBER 2, 2011

through

NOVEMBER 1, 2014

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ARTICLE 1 AGREEMENT

Section 1. Agreement. This is an Agreement entered into by and between the Township of Liberty, Delaware County, Ohio (the "Township") and the Liberty Township IAFF Local No. 3754 (the "Union").

Section 2. Purpose. This Agreement is made for the purposes of promoting cooperation and harmonious relations among the Township, the Union, and the bargaining unit members ("Members") represented by the Union.

Section 3. Legal References.

A. This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Ohio Revised Code Chapter 4117.

B. Should any part of this Agreement be held invalid or temporarily restrained, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

ARTICLE 2 RECOGNITION

Section 1. Recognition. The Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters relating to wages, hours, and terms and conditions of employment, only so long as the Township remains a "public employer" as that term is defined in Ohio Revised Code § 4117.01(B).

Section 2. Bargaining Unit. The bargaining unit members (hereinafter sometimes referred to singularly as "Member" and collectively as "Members") shall include all regular full-time firefighters, full-time Lieutenants, and full-time Captains in the Liberty Township Fire Department.

Section 3. Exclusions. The classifications of Fire Chief, Assistant Fire Chief, and all other positions and classifications not specifically established in Section 2 as being included in the bargaining unit shall be excluded from the bargaining unit. Also excluded from the bargaining unit shall be all management, confidential, fiduciary, supervisory, part-time, temporary, casual, and seasonal employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117. In the event the employer creates a new position in the Fire Department and the parties cannot agree upon the inclusion or exclusion of the position, the Union and the Township shall retain rights to submit the issue to the State Employment Relations Board for its determination.

ARTICLE 3 TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Qualifications. As a condition of continued employment, each Member shall obtain, possess and maintain the minimum qualifications which may be required at the signing of this Agreement, or in the future, at the time of hiring for the Member's respective position including, but not limited to, a current, valid Ohio driver's license, proof of insurability under the Township's applicable liability insurance policy, State of Ohio Firefighter II certification, EMT-P certification, and such other and/or additional certifications, licenses or qualifications and training as may from time to time be established and required for firefighters by federal law, rule or regulation and/or state law, rule or regulation. Members permanently assigned to the fire prevention bureau are not required to maintain a current EMT-P certification card, but are required to maintain a State of Ohio Certified Fire Safety Inspector (CFSI) certification. Upon suspension for failure to maintain the requisite certification, in order to return to line duty, the Member must possess a valid, current EMT-P card, FFII certification or, in the case of the Fire Prevention Bureau, a valid CFSI certification. If a Member loses a certification required of a particular position while in the employment of the Township, the Member shall bear the costs to obtain said certification card in order to return to a position requiring that certification, and the Township shall bear no financial responsibility for those expenditures. Members shall be solely responsible to maintain and renew certifications. In order to confirm the ongoing validity of the Ohio driver's license and insurability, the Township reserves the right to examine the licensing status and driving record of each Member every year, and the Members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

Section 2. Suspended Licenses or Certification. Temporary or administrative license suspensions shall not constitute the failure to maintain minimum qualifications under this Article. For purposes of this Article, a temporary or administrative suspension of a driver's license is thirty (30) days or less. For purposes of a paramedic certification, Firefighter II, and CFSI certification, a temporary suspension is ninety (90) days or less. The Fire Chief reserves the right, in his sole and absolute discretion, to extend the time periods set forth as the maximum limit of a temporary certification.

Section 3. Revocation of Licenses or Certification; Loss of Insurability. Revocations are to be distinguished from temporary suspensions. All revocations or suspensions of licenses, which suspensions are not temporary under Section 2 of this Article, are deemed a revocation, shall constitute a failure to maintain licenses or certifications, and shall be grounds for discipline. Loss of insurability under the Township's applicable liability insurance policy shall constitute grounds for discipline at the discretion of the Fire Chief.

Section 4. Physical Examination. At intervals of at least once every four (4) years, the Member shall undergo a physical examination to determine whether the Member is capable of performing basic firefighting duties. Such physical examination shall be administered by a licensed physician. In the event the physician determines the Member is not physically capable of performing the essential duties, the Member shall be given a six (6) month period of time to rehabilitate his condition. During the six (6) month rehabilitation period, the Township may reasonably accommodate the Member and assign him to any suitable position to the extent such accommodation is possible within the department. If no position is available, the Member shall utilize sick leave and vacation leave, or, alternatively, other paid leaves to provide for compensation. If, at the end of the six (6) month rehabilitation period, or such longer period as the Member is able to utilize paid leave accrued to his credit but not to exceed twelve (12) months, the Member remains unable to perform his duties and if no reasonable accommodation is available, the Member may be separated from service.

Section 5. Physical Fitness. The Union and the Township agree to refer the subject of physical fitness assessments and physical examinations to the Labor Management Committee for purposes of: (1) developing a policy of minimum standards of physical fitness; (2) rehabilitation guidelines in the event those standards are not maintained; and (3) in the event of a Member's failure to meet those standards or successfully rehabilitate the sanctions which are available. The Labor Management Committee will also develop a policy outlining the contents of the physical examination. The current practice of physical examinations and physical fitness will only be altered upon the mutual agreement of the parties.

ARTICLE 4 NON-DISCRIMINATION

Section 1. Township Pledge. The Township agrees not to interfere with the rights of bargaining unit members to become members of the Union, and the Township shall not discriminate, interfere with, restrain or coerce any Member because of Union membership or because of any activity performed in an official capacity on behalf of the Union.

Section 2. Union Pledge. The Union recognizes its responsibility as bargaining agent and agrees to equally and fairly represent each and all Members of the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with rights of Members to refrain from or resign membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any Member exercising the right to abstain from membership in the Union or involvement in Union activities. In the event the Union fails to fulfill its duty of fair representation set forth in this Section 2, a Member's sole remedy will be through the State Employment Relations Board.

Section 3. Joint Pledge. As provided by law, neither the Township nor the Union will discriminate unlawfully against any Member on the basis of age, sex, race, color, creed, disability, religion, or national origin.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Reservation of Rights. Unless otherwise agreed and set forth in this Agreement, the Township shall retain all rights imposed upon it by law to carry out the administration of government and management of the Township Fire Department. The right to manage shall include, but not be limited to, the right to:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct, supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. determine the adequacy of the workforce;
- G. determine the overall mission of the employer as a unit of government;
- H. effectively manage the workforce;
- I. take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law including, but not limited to, Ohio Revised Code Chapter 4117. The Township shall retain these rights in the event the contract should expire.

Section 2. Work Rules. The Union recognizes and agrees that the Township has the right and authority to promulgate reasonable rules and regulations, revise and/or enforce rules and regulations governing the operations of the Department and the conduct of Department personnel so long as the establishment or enforcement does not violate this Agreement or Ohio Revised Code Chapter 4117. The Union may make recommendations to the Township with respect to such matters through the Labor Relations Committee.

Section 3. Posting. The Township will not make changes in rules, regulations, or working conditions which, if violated, might result in disciplinary actions without first posting such changes or additions on the bulletin board five (5) consecutive days before the effective date of the change.

ARTICLE 6 NO STRIKE, NO LOCKOUT

Section 1. Strikes Prohibited. It is understood and agreed that the services performed by the Members covered by this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike or work stoppage against the Township in accordance with Ohio Revised Code Chapter 4117, or interfere with the operation of the Township for the duration of this Agreement. No Member shall refuse to cross any picket line when such action would prevent or impede the performance of the Member's employment duties, except in circumstances where the Member has a legitimate concern for his safety.

Section 2. Political Activity. Members who are off duty and not in identifiable uniform shall be permitted to engage in political activity or Union activity otherwise permitted by law, so long as such activity does not impact the Township's normal operations.

Section 3. Lockouts Prohibited. The Township agrees that it will not engage in any lockout of Members covered by this Agreement.

ARTICLE 7 DISCIPLINE

Section 1. Status and Termination of Employment. After completion of a Member's initial probationary period or promotional probationary period, a Member shall not be subject to disciplinary action resulting in reprimand, suspension, reduction in pay and rank, or removal except for just cause as outlined in this Agreement. Before the imposition of any reduction in pay, suspension without pay, or removal becomes necessary, the Township or its representative shall hold a conference with the Member to give the Member an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his behavior. The Member has the right to be accompanied at the conference by one representative of his own choosing. The Township and the Union agree that if the Township intends to have legal counsel present, they will notify the Union within a reasonable amount of time so that the Union may also have legal counsel present in addition to representative. The conference will be scheduled as promptly as possible by the Township. The Township shall tape-record the conference, as may the Member or his representative. If the Township determines that the Member's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Township may place the Member on administrative leave with pay pending the conference to determine final disciplinary action, if any.

Section 2. Progressive Discipline. Ordinarily, the first instance of misconduct by the Member may result in an oral reprimand from the Fire Chief or the Township. Further misconduct may result in a written reprimand by the Fire Chief or the Township. Further misconduct may result in suspension without pay, demotion, or reduction in pay imposed by the Township. The Fire Chief shall have the authority to suspend Members without pay for a period of time up to thirty (30) days on account of behavior which the Chief, in the exercise of his discretion, deems sufficiently serious to warrant such discipline. Suspensions by the Fire Chief may be the subject of a grievance under Article 8. Further misconduct thereafter may result in removal by the Township.

Section 3. Township Reserves Discretion. The progressive disciplinary steps outlined herein are not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. The Township reserves the right and discretion to remove any Member for offenses which are deemed serious enough to warrant such action. The offenses include, but shall not be limited to, those set out in the policy passed by the Township which is effective at the time the offense occurs.

Section 4. Personnel Records. Members will have reasonable access to their official personnel files during normal working hours, so long as the operations of the Fire Department are not unduly disrupted. There will be no other files kept for information regarding an employee's work performance except files containing confidential medical or health related information. This provision shall not be interpreted to prohibit supervisors from making contemporaneous notes regarding the work performed by subordinates, but such notes may not be used for disciplinary purposes if not placed in the Member's personnel file.

Section 5. Disciplinary Records. Written records of oral or written reprimands may not be considered for purposes of determining appropriate levels of discipline upon the expiration of two (2) years after the occurrence unless there is intervening misconduct documented thereafter. Records of suspension may not be considered for purposes of determining appropriate levels of discipline upon the expiration of three (3) years after the occurrence unless there is intervening misconduct documented thereafter. Records of discharge will be permanent, as are evaluations. Nothing herein shall prevent the Township from maintaining public records as required by § 149.43 of the Ohio Revised Code.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is an allegation by a Member or Members that there has been a breach of a provision of this Agreement.

Section 2. Qualifications. A grievance may be initiated by an aggrieved Member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Member on behalf of such Member and group of Members who are affected by the same act or condition giving rise to the grievance in the same or similar manner. A Member shall have the right to present grievances and have them adjusted with or without the intervention of the Union. In no case will the Township intentionally award a grievance pursued solely by a Member which will violate or be inconsistent with a provision of this Agreement.

Section 3. Jurisdiction.

A. This procedure shall be the sole and exclusive remedy for grievances.

B. It is the intention of the Township and the Union that all time limits in the grievance process be met to the end of encouraging thoughtful responses at each Step. The time limits at any Step may be extended upon mutual written agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limits specified, advance the grievance to the next sequential Step within the applicable time frame, as any grievance not processed within the appropriate time frame shall be deemed resolved in favor of management.

C. All grievances should be set forth in writing which should contain the following:

1. A short and plain statement of the nature of the grievance;
2. The facts giving rise to the grievance;
3. The articles and sections of the Agreement allegedly violated; and
4. The relief being sought.

D. For the purpose of computing the response time at Step Two, Step Three, and Step Four, the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article 21, Section 1, hereof. For all other Steps, the term "day" shall mean (and include) all calendar days. When an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.

E. The Member shall retain the right to be represented by the Union during a grievance. At any step of this grievance procedure, the grievant may elect to proceed with or without a representative of the Union. Should the grievant wish to be represented, he must indicate that election affirmatively at any point in the grievance procedure, provided such election does not result in an undue delay of the proceedings, nor necessitate a rescheduling of a grievance step meeting/hearing.

F. A grievance may be withdrawn by the Member at any stage of this procedure by the grievant's execution of a written statement to that effect.

G. In the event a Member initiates a legal proceeding instead of accessing the grievance procedure for violations of this Agreement, the affected Member shall thereafter be precluded from pursuing such claim through this grievance procedure.

Section 4. Grievance Steps. The following are the implementation Steps and procedures for the handling of grievances:

A. Step One. A grievant having an individual grievance shall submit the grievance verbally or in writing to his immediate supervisor or Lieutenant within fourteen (14) days after the events or knowledge of the events giving rise to the grievance occurred. Within seven (7) days after receipt of the grievance, the Lieutenant or supervisor shall respond to the grievance.

B. Step Two.

1. If the Member is dissatisfied with the response at Step One, he may process the grievance to the Fire Chief by delivering a copy of the grievance and the written responses at the prior Step to the Fire Chief or his designee within seven (7) days after receiving the Step One reply.

2. The Fire Chief or his representative shall have fourteen (14) days in which to schedule a meeting with the grievant and the Union.

3. Within seven (7) days after the meeting, the Fire Chief or his representative shall submit to the grievant and the Union a written response to the grievance.

C. Step Three.

1. If the Member is dissatisfied with the response at Step Two, he may process the grievance to the Township Administrator by delivering a copy of the grievance and the written response at the prior steps to the Township Administrator within seven (7) days after his receipt of the Fire Chief's written response.

2. The Township Administrator shall have seven (7) days to schedule a meeting with the grievant and the Union if the grievant has secured its assistance. Within seven (7) days after the meeting, the Administrator shall deliver to grievant a written response to the grievance.

D. Step Four.

1. If the Member is dissatisfied with the response at Step Three, he may process the grievance to the Board of Trustees by delivering a copy of the grievance and the written response at the prior Steps to the Board of Trustees within seven (7) days after his receipt of the Administrator's written response.

2. The Board of Trustees shall have twenty-one (21) days to schedule a meeting with the grievant and the Union if the grievant has secured its assistance. Within fourteen (14) days after the meeting, the Board shall deliver to grievant a written response to the grievance.

E. Step Five.

1. If the grievance is not satisfactorily resolved to the satisfaction of the Member in Step Four, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted to the Board of Trustees within ten (10) days following the date of the Board of Trustees' written response. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step Four reply.

2. Upon receipt of a request for arbitration, the Township and the Union shall, within fourteen (14) days following the request for arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) 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 FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss 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. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

3. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The arbitrator shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted. 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. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. Accordingly, the first 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 and, if practicable, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding. The cost involved to obtain the list of arbitrators and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of a transcript. All costs directly related to the services of the arbitrator shall be borne equally by each party. The Township shall not be responsible for or incur any overtime expenses as a result of this Article.

ARTICLE 9 PROBATIONARY PERIODS

Section 1. Probationary Period. The Member will begin employment effective as a 56-hour, or 40-hour, work week Member. The Member will serve a one-year (365-day) probationary period, during which time the Member shall serve at the pleasure of the Township as an at-will employee, subject to discipline with or without cause. Following the satisfactory completion of the entire one-year (365-day) probationary period, the Member shall only be subject to discipline as described in this Agreement. The Township shall be the sole authority empowered to determine whether or not the Member has completed his/her probationary period in a satisfactory manner, and shall provide notice to the Member, in writing, if the probationary period has not been satisfactorily completed prior to the expiration of the one-year period. Notification shall be transmitted by certified United States mail or other suitable means, including regular mail or personal delivery. Notice shall be deemed effective as of the date of mailing or attempted transmittal.

Section 2. Probationary Termination. A Member can be terminated by the Township, with or without cause, at any time following his/her employment as a firefighter, prior to the expiration of the one-year (365-day) probationary period. Further, the Member recognizes and acknowledges that during the time he/she serves in this one-year (365-day) probationary period, and upon termination by the Township, he/she shall have no recourse to contest the termination and discharge to the court system or other rights of appeal provided to permanent full-time firefighters in this Agreement, including the right to initiate and pursue a complaint concerning the termination and discharge through the Grievance Procedure set forth at Article 8.

Section 3. Promotional Probationary Period. On the occasion, if ever, that the Member may be promoted to a higher rank or classification, the Member shall be required to successfully complete a six (6) month promotional probationary period in the Member's newly appointed position. The probationary period for the newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member, subject to the promotional probationary period, may, at the Township's option, be notified he will be returned to the Member's former rank and salary, with full credit for service during the promotional probationary period. The notice to the Member for promotional probationary demotion shall state the reason for the demotion. In the event of timely notice and the enunciation of a nondiscriminatory reason for the promotional demotion, the Member shall have no recourse to contest the promotional probationary demotion through the court system or other rights of appeal, including the right to pursue a complaint through the Grievance Procedure set forth at Article 8.

ARTICLE 10 LAYOFF, ABOLISHMENT AND RECALL

Section 1. Notification to Union. In case the layoff of Members is anticipated, the Township shall notify the Union thirty (30) days prior to the impending layoff. The Township and the Union shall meet to negotiate the effects and possible alternatives of the layoffs.

Section 2. Layoffs Rationale. Layoffs may result from lack of funds or the abolishment of positions. A lack of funds means the Township has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations. The Township shall not be required to transfer any monies from funds other than the Fire Fund in order to offset a projected deficiency in the Fire Fund. An abolishment results from the permanent deletion of a position or positions due to lack of continued need for the position. The rationale for an abolishment may include reorganization for the efficient operation of the appointing authority, reasons of economy, and lack of work.

Section 3. Layoff Notice. Affected Members shall receive notice thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the rationale for the layoff.

Section 4. Layoff Order. Layoffs will occur by laying off the least senior Member first.

Section 5. Recall List. Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Members who are still on the recall list shall be recalled in the inverse order of their layoff. In order to remain eligible for recall, the Members must maintain the licenses, certifications, and other minimal eligibility criteria for ongoing employment.

Section 6. Notice of Recall. Notice of recall shall be sent to the Member by certified mail with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Member. It shall remain the Member's obligation to notify the Township of any change of address. In order to preserve his rights to reinstatement the Member must notify the Fire Chief in writing of his intention to return to duty. The notification of the intention to return to duty must be received by the Fire Chief not later than twenty-one (21) days after Notice of Recall is transmitted.

Section 7. Effect of Recall. A Member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the Member was laid off, provided that the Member is recalled and timely returns to work during the duration of the recall list. However, a Member shall receive no service credit for time spent in layoff. A Member who is recalled from layoff during the duration of the recall list shall

return to the step commensurate with the Member's years of service, provided that no Member shall be entitled to return to such Member's former rank, shift and/or unit. If, during the two (2) year duration of the recall list, a Member is recalled to a rank lower than that previously held at the time of the layoff, then should the Member's former rank be reestablished and become available during the two (2) year duration of the recall list, such Member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one Member who previously held such rank, then the appointment shall be based upon seniority in that rank; provided, however, that ties in seniority within a rank will be broken based upon total seniority in the Liberty Township Fire Department. In all cases, a Member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine that adequacy of the work force and the organizational structure of the Fire Department.

Section 8. Effect of Return From Disability. In the event a Member, who has previously accepted disability from the Police and Firemen's Disability & Pension Fund, reestablishes his ability to return to service and receives the appropriate certification, under Ohio Revised Code Chapter 742, to return to active service while within the leave of absence period described in Ohio Revised Code § 742.40, the provisions of this Article shall govern his return. A Member previously on disability returning to service shall be reinstated to his previous rank and position. In the event that position has been filled by another Member whose probationary period has expired, the Member with the most department seniority will retain the position and will displace the least senior Member to the next lower classification and step.

Section 9. Seniority. For purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous active service as a regular full-time firefighter appointed, pursuant to Ohio Revised Code § 505.38, in the Liberty Township Fire Department. Continuous service shall be deemed broken when a Member resigns, retires, or is discharged. Seniority for Members on disability shall continue during the time period they remain eligible to return to service upon certification by a medical examiner pursuant to Ohio Revised Code § 742.40. Ties in seniority with other Members shall be resolved by listing Members' last names in alphabetical order beginning with the letter "A." The seniority of Members established at the time this Agreement is executed is reflected on Exhibit A, attached and incorporated herein. Members hired after the signing of this Agreement shall be added to the list upon the successful completion of their probationary period following their hire.

ARTICLE 11 LABOR RELATIONS MEETINGS

Section 1. Labor Relations Meetings. The Township and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

Section 2. Labor Relations Committee. There is hereby established a Labor Relations Committee which shall consist of one (1) Trustee or their respective representative, together with the Fire Chief or his representative and the Township Administrator if requested by the Fire Chief for a total not to exceed three (3) representatives, and three (3) bargaining unit Members. The Committee may meet quarterly upon the call of either party and at any other time as the parties may mutually agree.

Section 3. Authority. The Committee's authority shall be limited to discussion, exploration and study of subjects covered under this collective bargaining agreement, including, but not limited to, safety, physical fitness and health, together with such other issues mutually agreed to between the parties. The Committee shall have no authority to bargain for the Union and the Township, or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

ARTICLE 12 COMPENSATION

Section 1. Compensation. The entire annual compensation paid to the Member for all services performed by him or her during calendar year 2011 and thereafter is set forth in the table attached hereto as Exhibit B. Such wages shall be paid on a bi-weekly basis, in accordance with the regular payroll of Township employees. Such compensation shall be subject to withholding for federal, state, and local income taxes, and such other taxes and charges as may be subject to withholding from employee wages, and further subject to the withholding required for pension contributions, and further subject to withholding for any other deductions or charges as may from time to time be authorized or requested in writing by the Member and agreed to by the Board. At each successive anniversary date for the Member, the Member shall receive the next higher step allowed under the pay schedule attached hereto as Exhibit B. Provided, however, that the next higher step shall not be received until an entire pay period is worked following the anniversary date. Members will remain in their current step until the anniversary date.

Section 2. Calculation of Hourly Rate. Calculation of the hourly rates for purposes of calculating overtime compensation for 56-hour work week employees is based upon a Member's full-time employment of 2912 hours of work per year. Calculation of hourly rates for purposes of calculating overtime compensation for 40-hour employees is based upon a Member's full-time employment of 2080 hours of work per year.

ARTICLE 13 POLICE AND FIREMEN'S DISABILITY AND PENSION FUND ("PFDPF")

Section 1. PFDPF Contribution. Unless exempted by applicable law, the Member shall be eligible for participation in the PFDPF. The Township shall pay the current total of the Member's ten percent (10%) of salary contribution to the fund for the entire year of 2011. This shall be referred to as the "pick-up portion." This pick-up is through the fringe benefit pick-up method. Absent further agreement, the pick-up portion will follow the changes noted below for 2012 through 2014, or beyond if extended or replaced. The Member responsibility will be deducted from their by-weekly pay on a pre-tax basis.

	2012	2013	2014
Township Responsibility	8%	5%	2.5%
Member Responsibility	2%	5%	7.5%

The remainder, if any, including any increase imposed or mandated by the PFDPF, of any Member contribution to the fund shall be paid by the Member. The provisions of the pick-up plan shall apply uniformly to all Members and no Member shall have the option to elect a wage increase or other benefit in lieu of payment provided.

Section 2. "Pick-Up" Not Salary. The sums proposed to be paid by the Township on behalf of the Member are not to be considered additional salary or wages and are not to be considered additional or increased compensation. For purposes of computing the Member's earnings or contribution to the fund, the amount paid by the Township on behalf of the Member shall be considered as having been paid by the Member. The parties agree the Member's salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining sick leave, severance, vacation, disability and/or other benefits which are determined by reference to the Member's rate of pay shall consist of only the Member's cash salary, without regard to the amount of contribution to the fund paid by the Township in lieu of payment by the Member, pursuant to the provisions hereof.

Section 3. Member Bears Liability. The Member acknowledges that the Township cannot guaranty PFDPF or any accounts held thereunder from loss or depreciation, nor is payment guaranteed to any person. To the fullest extent permitted by law, all determinations and interpretations relating to the PFDPF, including, but not limited to, those dealing with eligibility and contributions, shall be made by the Board of Trustees of Liberty Township, whose decision shall be final. Furthermore, the Township cannot grant any assurances or guarantees that favorable tax treatment of the "pick-up" plan will be extended by the Internal Revenue Service. The Member bears any and all legal and financial liability and responsibility for treatment of the "pick-up" plan by the Internal Revenue Service.

ARTICLE 14 WORK HOURS AND OVERTIME

Section 1. Work Hours and Overtime. The Township may from time to time establish the regularly scheduled work hours and work periods for Members and will calculate all work periods and overtime in accordance with the Fair Labor Standards Act unless otherwise noted. The work period is established as a twenty-one (21) day period.

Section 2. Definitions. The pay period is established as to every fourteen (14) days. The work hours for the Member shall be as follows:

(A) **Forty (40) Hour Work Week Members.**

(1) The regular work schedule for the Member will be arranged by the Fire Chief so that the normally scheduled work week averages forty (40) hours per week and eight (8) hours per day.

(2) Members shall be compensated at the hourly rate calculable from Article 12, Compensation, for all hours in active paid status. The Member shall be compensated at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of eight (8) hours in each work day or forty (40) hours in each work week. The term "hours worked" shall include all work hours actually worked as well as sick leave, holiday and vacation hours for which the Member receives compensation, except injury leave, leave of absence, military leave, and the time the Member is off utilizing compensatory time. The terms "active paid status" and "hours worked" shall also include all hours expended in training required by the Township.

The Member shall not be paid overtime for work which has not first been authorized by the Fire Chief or the Fire Chief's designee, nor shall the Member receive compensatory ("comp") time in lieu of overtime for such unauthorized work.

(B) **Fifty-six (56) Hour Work Week Members.**

(1) The normal work schedule for the Member shall be arranged by the Township so that the Member shall regularly work a twenty-four (24) hour tour of duty followed by forty-eight (48) hours off duty.

(2) Members working the scheduled fifty-six (56) hour work week (twenty-four (24) hour shifts) will receive 3.00 hours of straight time additionally each pay period, based upon:

1. Each twenty-one (21) day period equals one hundred sixty eight (168) hours worked (7 x 24 hours);

2. The maximum hours of work allowed without overtime compensation pursuant to the Fair Labor Standards Act ("FLSA") is one hundred fifty nine (159) hours in twenty-one (21) days;

3. One hundred sixty eight (168) hours equals nine (9) hours over the maximum allowable;

4. Three hundred sixty-five (365) days per year equals 17.38 twenty-one (21) day periods; and

5. Nine (9) hours per twenty-one (21) day period multiplied by 17.38 yearly twenty-one (21) day periods equals 156.42 overtime hours annually, divided by twenty-six (26) pay periods equals 6.016. Whereas, straight time is already paid on the extra hours, an additional half-time compensation is to be paid for those overtime hours to adjust for time-and-a-half pay or the equivalent to 3.00 hours of straight time pay extra each pay period.

(3) The Member may elect to receive compensatory time in lieu of FLSA payment. Each Member that elects to do so will receive 3.0 hours of comp time per pay period (78 hours annually, 3.25 24 hour shifts). The Member will declare his/her intentions to the Fiscal Office no later than December 15th of the prior year. The decision will be annually. Once the employee has decided to take comp time in lieu of pay, his/her decision is final for that calendar year. If the Fiscal Office does not receive the employee's decision by the required time frame, either by email or a time/date stamped letter, the employee will receive the FLSA overtime payment.

Each Member assigned to a 56 hour work week position shall be paid at the rate of one and one-half (1½) times that Member's calculated hourly rate of pay for all hours worked in excess of 168 hours per twenty-one (21) day work period. Overtime compensation regularly incurred as a result of the Member continuing in active paid status during the normal twenty-four (24) hours on, forty-eight (48) hours off, rotation may be paid or credited in equal bi-weekly payments. The term "hours worked" shall include all hours worked as well as vacation, holiday and sick leave hours utilized for which the Member receives compensation, except for injury leave, leave of absence, military leave, and the time the Member is off utilizing compensatory time. The terms "active paid status" and "hours worked" shall also include all hours expended in training required by the Township during regular work hours.

The Member shall not be paid overtime for work which has not been authorized by the Fire Chief, the Fire Chief's designee, or the Trustees, nor shall the Member receive compensatory ("comp") time in lieu of overtime for such unauthorized work.

Section 3. Temporary Work Assignment. Any Member who has passed a corresponding promotional exam and who is assigned by the Fire Chief, or his designee, to the rank above that which he presently holds shall be paid at the entry-level hourly rate of pay for the higher rank for the number of hours required or assigned. A Member so acting will be paid for each completed hour of work in the out-of-rank assignment. In the event such Member's qualified service in this higher rank entitles him to overtime pay as otherwise specified, such overtime shall be paid at a level of 1.5 multiplied by the average of his normal rate and the entry level hourly rate for the out-of-rank position.

Section 4. Recall. This Section pertains to both 40 and 56 hour work week Members. Whenever the Member is called back to work by the Fire Chief, or an appropriate officer, on hours not abutting the Member's regular shift hours, the Member shall be paid or credited with a minimum of two (2) hours actually worked at the hourly rate of pay. Travel time to and from the fire station shall not be considered hours worked for purposes of calculating overtime. This minimum call-in guarantee shall be paid at the Member's overtime rate.

Section 5. No Duplication or Pyramiding. This Section pertains to both 40 and 56 hour work week Members. There shall be no duplication or pyramiding in the computation of overtime or other premium payment. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium paid more than once for the same hours worked and/or credited. Compensatory time off hours ("comp time") when utilized shall not be considered "hours worked."

Section 6. Shifts. For 40 hour work week employees, the normal work day consists of a flexible shift of eight (8) hours worked, unless the Fire Chief directs specific hours. For 56 hour work week employees, the normal work day begins at 8:00 a.m. and ends 24 hours later at 8:00 a.m. Notwithstanding the desire to schedule work as set forth in this Article 14, the Member may feel free to, but shall not be required to, report to his/her designated work station prior to the scheduled starting time, so as to facilitate a smooth transition and early relief of the Member scheduled on the previous shift or tour of duty, or who was previously scheduled or engaged in firefighting or fire prevention activities.

Section 7. Limitation on Consecutive Shifts. No 56 hour work week Member is authorized or permitted to work that number of shifts or hours which combined total 48 consecutive hours, absent a declaration of emergency or unusual circumstances necessitating additional work by the Fire Chief, his designee, or such other person specified in the manner prescribed by Article 29.

ARTICLE 15 COMPENSATORY TIME

Section 1. Compensatory Time. In lieu of payment for overtime worked, the Member may elect to receive compensatory time off in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Department of Labor.

A. Payment for any continuous time worked as overtime may only be taken in whole as overtime or as compensatory time.

Section 2. Carryover. The Member may accumulate and carry over, from year to year, not more than the statutory maximum of four hundred eighty (480) hours of compensatory time (since compensation time is accumulated at time and one-half, this represents 320 hours of actual overtime), and any overtime worked which is compensable at time and one-half (1½) by a Member who has accumulated (480) hours of compensatory time to his credit must be paid to the Member at the next regular pay period.

Section 3. Payment Upon Termination. If the Member has accrued compensatory time off, he/she shall, on termination of employment for any reason, be paid the unused compensatory time at the hourly rate received by the Member at the time of separation.

Section 4. Scheduling and Use. Should the Member wish to receive compensatory time off in lieu of overtime, he must execute a written acknowledgement and request and deliver the same to the Fire Chief, or his designee, prior to the time worked for which compensatory time is to accrue.

Accrued compensatory time may be used by a Member within a reasonable period after the request is made so long as the use does not unduly disrupt the operations of the Department, and so long as the vacancy resulting from the use does not result in overtime or a manpower shortage that is deemed by the shift supervisor as a threat to health and safety.

Section 5. Duplication, Pyramiding, and Recall. The prohibitions against duplication and pyramiding, and the limitations to recall time set forth in Article 14, shall apply to Compensatory Time Calculation as well. Compensatory time when taken shall not be considered hours worked and shall not count toward overtime.

Section 6. Cancellation. Compensatory time off, once requested and approved by the Fire Chief or his designee, cannot be cancelled based upon staffing, unless the Fire Chief or his designee, after reasonable attempts to do so, cannot ensure the presence of a complete complement of firefighters to minimally staff a shift, or unless there exists a real and present emergency.

ARTICLE 16 TRADING TIME

Section 1. Trades. A Member is permitted to trade or substitute time with another Member occupying the same classification with prior written approval of the Member's shift supervisor. Both the Members volunteering to trade time must evidence their consent, in writing, prior to the substitution. All hours worked by the substituting Member shall be excluded from overtime compensation calculation (each Member shall be considered to have worked his or her own shift). The original scheduled shift of each Member shall be considered hours worked for purposes of overtime compensation. Should a Member agree to substitute for another Member, and should the substituting Member call in sick, the substituting Member shall have his accrued sick leave deducted to cover the absence.

Section 2. Records. For the purpose of accountability of Members physically present for duty, trades will be forwarded to the Operations Officer for entry into the on duty, scheduling log. Liberty Township shall maintain this electronic log for staffing purposes only and not for pay purposes.

ARTICLE 17 LONGEVITY

Section 1. Longevity. The Member shall receive a longevity incentive based upon the Member's number of continuous years of active service with Liberty Township or the Liberty Township Fire Department as a permanent, sworn, full-time employee, which incentive shall be paid in the following manner:

A. After the fifth anniversary of the date of employment with Liberty Township, the Member shall be eligible to receive a longevity incentive in the amount of Three Hundred Dollars (\$300.00), plus Twenty-Five Dollars (\$25.00) per year for each additional completed year of employment following the fifth anniversary until 2006. Beginning with years of service completed in 2007 and thereafter, the Member shall receive an additional Twenty-Five Dollars (\$25.00) per year for each year of service completed in 2007 and thereafter, for a total longevity bonus of Fifty Dollars (\$50.00) per year for additional years completed following the fifth anniversary in 2007 and each year thereafter.

B. The Member will receive his longevity incentive, evidenced by separate receipt from normal payroll, on the first pay following the anniversary date of each Member. The Township shall make deductions required by federal and state tax regulations. Payment shall be based upon the completed years of continuous active service as a Member of the Liberty Township Fire Department as of the time of payment.

ARTICLE 18 TUITION REIMBURSEMENT

Section 1. Job-Related Education. The Township will reimburse the Member for tuition costs of job-related curriculum undertaken by a Member at an accredited college, university, junior college, or at a class endorsed or sponsored by the State Fire Marshal's Office. Classes are limited to job-related courses in Fire Science, Fire/EMS, Business Administration, or other curriculum in the fire science or medical field, which ultimately benefits Liberty Township and its residents through enhanced fire department operations and firefighting techniques. Upon approval of Fire Chief, in his sole and exclusive discretion, post-graduate course work may qualify for this reimbursement provision.

Section 2. Prior Written Approval. The written approval of the Fire Chief shall be required prior to the enrollment of the Member in the class. The request shall be accompanied by a signed acknowledgement form, attached hereto as Exhibit D. When deciding whether to approve such requests, the Fire Chief may consider whether course attendance might negatively impact Member's service to the Township. The Fire Chief retains sole and exclusive authority to deny or approve the requests. All course work and classes must be taken at times during which the Member is not regularly scheduled to work. Each quarter or semester, after successfully completing/passing the class for which prior approval had been secured, a Member can seek reimbursement for tuition costs incurred. The Fire Chief may require satisfactory proof of the successful completion.

Section 3. Wages Paid. Member will only be paid salary or wages for time spent in attendance during classroom instruction when the Member is directed or ordered, in writing, to attend the instruction by the Fire Chief or the Member's supervisor.

Section 4. Maximum Benefit. The amount of reimbursement will be for the actual cost of the course not to exceed \$200 per credit hour or the cumulative total of \$2,200 per calendar year. Reimbursement will be paid at the per credit hour rate, up to \$200 per credit hour, for passing letter grades of "C" or higher. No reimbursement shall be paid or considered due for a failing grade, or a grade reflecting incomplete or unsatisfactory performance.

Section 5. Limitations on Number of Members Enrolled; Enrollment Protocol. Members that wish to enroll in the Township supported tuition reimbursement program must do so in accordance with the following selection process. By November 1st, Members must submit in writing a request to attend approved classes per Article 18, Section 1 and Section 2. (In the event that not all of the slots are filled, the Members have the right to apply for tuition reimbursement during the calendar year on a first come first serve basis.) The requests shall be returned to the Members by December 15th either approved or disapproved. In the event that more than seven Members apply for and are eligible for tuition reimbursement benefits, the seven Members will be chosen as follows:

- A. Members who are applying for the maximum reimbursement shall receive first priority.
- B. Members who have prior college credits in excess of either 90-quarter hours or 45 semester hours will be given second priority.
- C. In the event that a tie results, the Member with higher seniority shall be chosen.

No more than seven (7) Members shall be permitted to participate in the Tuition Reimbursement program during any quarter, semester, or school year.

Section 6. Repayment Upon Separation. The Township and the Union acknowledge and agree that the tuition reimbursement program is designed to provide benefit to the citizens of Liberty Township. As a result, should a Member who has received reimbursement(s) under this Article become separated from service with the Township, he will be obligated to reimburse the Township for all monies received hereunder during the two (2) years immediately preceding the separation. The Township is authorized to withdraw or withhold tuition reimbursements owed from any current or final paycheck. The application for tuition reimbursement contains an acknowledgement form, a copy of which is attached hereto, which must be signed by the applicant authorizing this withholding.

ARTICLE 19 UNIFORMS

Section 1. Uniforms. Except as may otherwise be provided from time to time by the Fire Chief, the Member shall be entitled to receive the same uniform, equipment, and allowance benefits as those provided other full-time firefighters. Specifically, this includes the provision of a full set of Standard Issue uniforms, shoes, one Class A dress uniform, and one EMS coat at the outset of employment.

Section 2. Procedure. Except as otherwise hereinafter provided for newly hired Members, on January 1, 2010, all current Members shall receive a Standard Issue of Station Wear as defined in Section 2(A). Upon employment with the Liberty Township Fire Department, each Member shall receive a complete set of Station Wear uniform items reasonably and customarily used in their employment. The Member shall receive 2 additional Nomex® button front duty shirts, 2 Nomex® duty trousers, and 1 job shirt on their 4th year anniversary and every 4 years thereafter. The Township will issue replacement of uniform items destroyed or damaged in the line of duty.

A. Standard Issue. Unless otherwise determined by the Fire Chief, the standard uniform issue for Members will currently consist of the following:

Station Wear
4 – Nomex® button front duty shirts.
4 – Nomex® duty pants.
1 – Duty Belt.
4 – LTFD Cotton T-shirts.
1 – LTFD Job shirt.
1 – Pair of duty boots or shoes.

Section 3. Annual Duty Boot and Supplemental Allowance. Beginning January 1, 2010, and continuing thereafter, Members will be entitled to an annual duty boot and supplemental allowance in the amount of \$250.00 per calendar year for the purchase of additional uniform articles (shoes, duty boots, belts, T-shirts, etc.). For purposes of payment of this allowance, the Township may designate vendors where Members can purchase, by use of a purchase order, required uniform articles. Alternatively or in addition, the Township may establish a reimbursement program to reimburse Members for required shoe and uniform article purchases, up to the \$250.00 per calendar year limitation, upon receipt of the Member's paid invoice.

Section 4. Annual Shirt Allowance. In addition to the Annual Duty Boot and Supplemental Allowance, each Member shall receive four (4) LTFD cotton T-shirts each year.

Section 5. End of Employment. Upon termination of employment to the Township, Members shall return to the Fire Department all required uniforms, parts, equipment, turn out gear, dress uniforms and other property furnished or paid for by the Township, in good condition, less ordinary wear and tear.

ARTICLE 20 VACATION

Section 1. Accrual. Each Member shall be eligible to utilize accrued vacation leave upon the satisfactory completion of one year (365 days) of employment. Vacation time shall accrue and be credited by pay period as follows, beginning upon the Member's first day of work. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period after which a year of continuous service is completed.

(A)(1) Forty (40) Hour Work Week Members.

<u>Years of Continuous Active Service</u>	<u>Accrual Rate per Pay Period</u>	<u>Annual Accrual of Vacation Time</u>
1 through 5	3.07 hours	2 weeks (80 hours)
6 through 10	4.61 hours	3 weeks (120 hours)
11 through 15	6.15 hours	4 weeks (160 hours)
At least 16	7.69 hours	5 weeks (200 hours)

(2) Fifty-six (56) Hour Work Week Members.

<u>Years of Continuous Active Service</u>	<u>Accrual Rate per Pay Period</u>	<u>Annual Accrual of Vacation Time</u>
1 through 5	4.61 hours	2 weeks (120 hours)
6 through 10	6.46 hours	3 weeks (168 hours)
11 through 15	8.61 hours	4 weeks (224 hours)
At least 16	10.76 hours	5 weeks (280 hours)

Upon a break in service, no vacation time shall accrue until the Member returns to active service with the Township. The Member may, with the prior approval of the Chief or Assistant Chief, take vacation time subject to the following terms and conditions.

Section 2. Use.

(A)(1) Forty (40) Hour Work Week Members.

Vacation time is not cumulative from year to year and when accrued shall be used during the calendar year in which it is credited. Vacation time not so used shall, to the extent such time exceeds two weeks greater than the Member is entitled to accrue annually, be forfeited. Payment for accrued time which is used shall be at the Member's hourly rate as defined herein. The Member may only take a maximum of two (2) consecutive weeks (80 hours) of vacation at any one time.

(2) Unless otherwise approved by the Fire Chief, or his designee, no vacation time shall be taken for less than four (4) consecutive hours. When vacation time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of vacation time shall be scheduled in the manner provided in Article 20, Section 7, Scheduling Vacation and Holiday Time.

(B)(1) Fifty-six (56) Hour Work Week Members.

Vacation time is not cumulative from year to year and when accrued shall be used during the calendar year in which it is credited. Vacation time not so used shall, to the extent such time exceeds two weeks in excess of the amount the Member is entitled to accrue annually, be forfeited. Payment for accrued time which is used shall be at the hourly rate computed by dividing the Member's salary for the year in which such time was accrued by 2912. The Member may only take a maximum of two (2) consecutive weeks (120 hours) of vacation at any one time.

(2) Unless otherwise approved by the Fire Chief, or his designee, no vacation time shall be taken for less than twelve (12) consecutive hours. When vacation time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of vacation time shall be scheduled in the manner provided in Article 20, Section 7, Scheduling Vacation and Holiday Time.

Section 3. Prior Township Service. A Member initially hired after July 5, 1987 shall be credited for prior service with another township or with a joint township fire district when calculating the Member's entitlement to accrued vacation leave for accruals occurring following the effective date of this Agreement. All Members hired prior to January 1, 2007 who meet this qualification shall be recognized as meeting said requirement and be credited with entitled vacation time from the first full pay period in 2007 forward, or such other first full pay period following the effective date of this Agreement, whichever is later; provided no recalculation of previously accrued vacation leave shall be done. A Member who has retired in accordance with the provision of a retirement plan offered by the State and who becomes a Member on or after June 24, 1987, shall not have his prior service with a township counted for purposes of computing vacation leave. No transfer of accrued but unused vacation leave previously accumulated by the Member in the employ of another employer shall be accepted by the Township to the credit of the Member.

Section 4. Payment Resulting From Retirement. The Member agrees and understands that any accrued vacation time paid to him upon his service retirement will not be considered salary for purposes of calculating his final average salary, and shall not be treated as salary absent written instruction from the Police and Firemen's Disability and Pension Fund, or such other retirement fund in which Member is a vested participant.

Section 5. Cancellation.

A. The Member may cancel vacation by notifying the operations officer, or his designee, by 17:00 on the calendar day preceding the vacation day scheduled. Any replacement personnel shall be contacted and relieved of any overtime obligations for such replacement.

B. For purposes of cancellation of scheduled vacation, there shall be no cancellation based upon staffing issues unless the Chief, after reasonable attempts to do so, cannot ensure the presence of a complete complement of firefighters to minimally staff a shift.

Section 6. Death. When a Member dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, dependents, or to the estate of the deceased. Such payment shall be at the Member's hourly rate of pay at the time of death.

Section 7. Scheduling Vacation and Holiday Time. The scheduling of vacation time (and holiday time) for each calendar year will be in order of seniority and will be completed no later than December 15th of each year preceding the year of contemplated use and shall be completed according to the following:

A. Two (2) bargaining unit Members may select to be off per shift during this initial selection period which will include Members on either vacation, holiday, or compensatory time. Members who are on injury leave, sick leave, training, military leave, jury duty, or who are required to appear in court for reasons related to their duties and NOT for personal reasons, will not factor in the two (2) Member off rule;

B. The bargaining unit Member will have one opportunity to schedule any or all of his vacation/holiday time off (a maximum of five tours) the first time through the seniority list. The days must be taken consecutively;

C. Bargaining unit Members will be allowed to repeat the above process twice;

D. Bargaining unit Members may sign up any or all of their remaining time the third time through the seniority list. This time may be taken consecutively or individually;

E. After the third pass-through, the seniority list vacation/holiday time may be scheduled on a first in line first in time basis. Requests must be submitted to the Fire Chief or his designee prior to the requested time off;

F. If a bargaining unit Member is transferred to another shift after the January 15th date, then the Member shall be entitled to days off during the period previously scheduled.

ARTICLE 21 HOLIDAYS

Section 1. Holiday. The following paid Holidays are recognized by Liberty Township for all full-time employees:

- (A) the first day of January, known as New Year's Day;
- (B) the third Monday in January, known as Martin Luther King Day; (C) the third Monday in February, known as Washington-Lincoln Day;
- (D) the day designated in the "Act of September 18, 1975," 89 Stat 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;
- (E) the fourth day of July, known as Independence Day;
- (F) the first Monday in September, known as Labor Day;
- (G) the second Monday in October, known as Columbus Day;
- (H) the eleventh day of November, known as Veterans Day;
- (I) the fourth Thursday in November, known as Thanksgiving Day; and
- (J) the twenty-fifth day of December, known as Christmas Day.

Section 2. Forfeiture of Holiday Time. If a Member is credited with holiday time and subsequently leaves the employ of the Township, then all holiday time representing those hours for holidays occurring after such break in service shall be forfeited without compensation or payment therefore. In the event the Member has used all or any portion of such time prior to his or her break in service, then the time so used may be deducted from the Member's wages and/or other monies owed to the Member, and the Township is hereby authorized to automatically make such deduction.

Section 3. Accumulation and Use.

(A) Fifty-six (56) Hour Work Week Members.

(1) Fifty-six (56) hour work week Members shall be entitled to twelve (12) hours of holiday pay for each of the legal holidays following the completion of six full months in active service with the Township.

(2) Members qualifying for holiday time shall be credited with 120 hours of holiday time for the holidays listed in the preceding paragraph, which time shall accrue on a calendar year basis and be credited on each January 1. The Member who first qualifies for holiday time, or is hired other than on January 1, shall only be credited for those holidays remaining in that calendar year during which such Member first qualifies for holiday time, with this time to be credited on the first day following the day on which the Member becomes eligible.

(3) Unless otherwise approved by the Fire Chief or his designee, no holiday time shall be taken for less than 12 consecutive hours. When holiday time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of holiday time shall be scheduled in the same manner provided in Article 20, Section 7, for the scheduling of vacation time.

(4) Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited or will be forfeited. In the event the Member has not taken or utilized the equivalent of eighty (80) hours of holiday time at the end of the year, all hours accrued by a Member in excess of the equivalent of eighty (80) hours shall be forfeited. The Member shall receive a cash payment equal to the difference between the hours of holiday time utilized in that year and eighty (80) hours. By November 15 of each calendar year, each Member shall submit to the Fire Chief, in writing, a request for any holiday time desired to be used through the end of the year. The Member will receive his/her holiday cash-out (evidenced by separate receipt from normal payroll) on the first full pay of December. The Township shall make deductions required by federal and state tax regulations.

(B) Forty (40) Hour Work Week Members.

(1) Forty (40) hour work week Members shall be entitled to credit for eight (8) hours of pay for each enumerated holiday per calendar year, or a total of eighty (80) hours of holiday time following the completion of six (6) months of active service in the Township.

(2) Members qualifying for holiday time shall be credited with eighty (80) hours of holiday time for the holidays listed in the preceding paragraph, which time shall accrue on a calendar year basis and be credited on each January 1. The Member who first qualifies for holiday time, or is hired other than on January 1, shall only be credited for those holidays remaining in that calendar year during which such Member first qualifies for holiday time, with this time to be credited on the first day following the day on which the Member becomes eligible.

(3) Unless otherwise approved by the Fire Chief or his designee, no holiday time shall be taken for less than four (4) consecutive hours. When holiday time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of holiday time shall be scheduled in the same manner provided in Article 20, Section 7, for the scheduling of vacation time.

(4) Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited or will be forfeited. In the event the Member has not taken or utilized the equivalent of eighty (80) hours of holiday time at the end of the year, all hours accrued by a Member in excess of the equivalent of eighty (80) hours shall be forfeited. The Member shall receive a cash payment equal to the difference between the hours of holiday time utilized in that year and eighty (80) hours. By November 15 of each calendar year, each Member shall submit to the Fire Chief, in writing, a request for any holiday time desired to be used through the end of the year. The Member will receive his/her holiday cash-out (evidenced by separate receipt from normal payroll) on the first full pay of December. The Township shall make deductions required by federal and state tax regulations.

Section 4. Death. When a Member dies while in paid status, any unused holiday leave to his credit shall be paid in a lump sum to the surviving spouse, dependants, or to the estate of the deceased. Such payment shall be at the Member's hourly rate of pay at the time of death.

Section 5. Cancellation. Holiday time, once requested and approved by the Fire Chief or his designee, cannot be cancelled based upon staffing unless the Fire Chief or his designee, after reasonable attempts to do so, cannot ensure the presence of a complete complement of firefighters to minimally staff a shift, or unless there exists a real and present emergency.

ARTICLE 22 INJURY LEAVE

Section 1. Injury Leave. The Member may be granted injury leave with pay not to exceed six (6) months (meaning 1170 work hours) for each service-connected injury; provided such injury is reported to the Fire Chief not more than three (3) days from the date such injury occurs. Service-connected injuries are defined as injuries received while acting within the scope of, and arising out of, the Member's employment as a full-time firefighter with Liberty Township. Injury leave may be granted for all service-connected injuries.

Section 2. Required Endorsement. As a condition of receipt of injury leave benefits, the Member shall apply for workers' compensation benefits under the Ohio Workers' Compensation program as soon as practicable. Copies of all workers' compensation applications shall be submitted to the Fire Chief. The Member shall endorse over to the Township any and all wage and salary benefits awarded to the Member by the Ohio Workers' Compensation system, which extend over the same period for which the Member is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation, the Member shall execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

Section 3. Injury Report. A timely report of the cause of the injury, signed by the Member, shall be submitted to the Fire Chief as soon as practicable. The Fire Chief may periodically require the Member to be examined by a physician appointed and paid for by the Township. The Member shall not return to work without the written approval of an attending physician. In addition, the Township may require a second opinion from a second health care provider designated by and paid for by the Township. If the first and second opinions conflict, the Township may require the Member to submit to a third examination, at the Township's expense, by a health care provider chosen by the Township Medical Director. The opinion of the third health care provider is final and binding.

Section 4. Leave Use Pending Approval. While the Member's request for injury leave is pending, the Member may use accrued but unused sick leave or vacation leave, which time usage will be re-credited to the Member's appropriate leave balance(s) upon certification by the Township that injury leave has been approved. If injury leave is not approved by the Township, the Member will be charged the designated leave initially used. If the Member has exhausted his injury leave, the Township may permit him to use accrued but unused sick leave or vacation leave.

ARTICLE 23 SICK LEAVE

Section 1. Accrual.

(A)(1) Fifty-Six (56) Hour Work Week Members.

The Member shall accrue sick leave with pay at the rate of 12.00 hours per pay period in which the Member is in active service with the Township. Sick leave may only be used for absence due to medical, dental or optical consultation or treatment of the Member, or personal illness, injury, exposure to serious contagious disease which could be communicated to other Members, and to illness, injury, or death of a member of the Member's immediate family who resides in the Member's household; provided that, in cases of such illness or injury, the Member's presence is urgently required. (Once the initial emergency is over, sick leave will not be granted merely because continuing care is needed, except if such absence qualifies for Family Medical Leave.) When sick leave is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work. One (1) hour of sick leave shall be used for each regularly scheduled hour or portion of an hour the Member is absent due to illness. Sick leave may be accumulated and carried over from year to year with a limit of 2912 hours. Once the maximum hours are accrued, sick leave will not accrue until the balance drops below the 2912 hour maximum. Any Member with sick leave balances over the 2912 hour maximum, as of August 31, 2010, shall not lose any accrued sick leave and will continue to accrue additional leave. If the Member has a break in service of less than five (5) years, the previously accumulated sick leave of the Member shall be credited to the Member upon reemployment with the Township on a full-time basis at his previous position.

(2) Forty (40) Hour Work Week Members.

The Member shall accrue sick leave with pay at the rate of 4.0 hours per pay period in which the Member is in active service with the Township. Sick leave may only be used for absence due to medical, dental or optical consultation or treatment of the Member, or personal illness, injury, exposure to serious contagious disease which could be communicated to other Members, and to illness or injury of a member of the Member's immediate family who resides in the Member's household, or for the death of a Member's immediate family, including Member/spouse's (parent or parent's spouse, sibling or sibling's spouse); provided that, in cases of such illness or injury, the Member's presence is urgently required. (Once the initial emergency is over, sick leave will not be granted merely because continuing care is needed, except if such absence qualifies for Family Medical Leave.) When sick leave is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence from previously scheduled work. One (1) hour of sick leave shall be used for each regularly scheduled hour the Member is absent due to illness.

Sick leave may be accumulated and carried over from year to year with a limit of 2080 hours. Once the maximum hours are accrued, sick leave will not accrue until the balance drops below the 2080 hour maximum. Any Member with sick leave balances over the 2080 hour maximum, as of August 31, 2010, shall not lose any accrued sick leave and will continue to accrue additional leave. If the Member has a break in service, the previously accumulated sick leave of the Member shall be credited to the Member upon reemployment with the Township on a full-time basis at this previous position; provided that such reemployment takes place within five years of the date on which the break in service occurred.

Section 2. Scheduling and Use.

(A) The scheduling and use of sick leave shall be subject to the following rules and conditions:

(1) The Member shall notify the Fire Chief or appropriate officer as soon as reasonably possible of the taking of each day of sick leave and the circumstances under which it is being used, which notification shall occur no later than within one (1) hour before the start of the Member's regularly scheduled shift each day.

(2) The Fire Chief may require the Member to furnish a satisfactory written, signed statement to justify the use of sick leave. The Fire Chief may from time to time also require the Member who has been off two (2) consecutive days or more to furnish a certificate signed by a licensed physician verifying the illness or injury warrants time off from work.

(3) In the event of extended illness, injury or sickness, the Township may require a second opinion from a second health care provider designated by and paid for by the Township. If the first and second opinions conflict, the Township may require the Member to submit to a third examination, at the Township's expense, by a health care provider chosen by the Medical Director. In choosing the third health care provider, the Medical Director must be reasonable and act in good faith. If it is determined that the Member is unable to fulfill the essential duties of the Member's position without restriction as a result of such illness, sickness or injury, the Fire Chief shall attempt to accommodate the Member, if the Member so desires, and assign him or her to a position, the essential duties of which the Member is able to perform. In the event reasonable efforts to accommodate the Member are unsuccessful, the Member, if available, shall continue to utilize his or her sick leave. If no sick leave is available, the Board may relieve the Member of duty or place the Member on paid or unpaid leave of absence.

Section 3. Break in Service. Except as otherwise specifically provided herein, upon a break in service, other than retirement, disability separation, or death in the line of duty, the Member shall not be entitled to receive payment for any accrued but unused

sick leave, which leave shall be forfeited without payment or compensation therefore unless the Member is re-employed with the Township on a full-time basis and qualifies for reinstatement of sick leave as provided above. Upon retirement or disability separation from active service with the Township or death in the line of duty, the Member shall be paid for one-fourth the value of the Member's accrued but unused sick leave; provided that the maximum amount paid shall not exceed the value of 540 hours of such leave. For purposes of making this calculation, the sick leave payable hereunder shall be made at the then-current calculated regular hourly rate. Such payment shall have the effect of reducing the sick leave balance maintained to the credit of the Member by one hour for each hour paid.

Section 4. Transfer of Credit. Liberty Township will accept a transfer of up to, but not in excess of, 460 hours of sick leave accrued to the credit of a Member while in the next previous employment of another township or joint township fire district. The transfer will be accepted upon certification of the fiscal officer of the township which was the next previous employer as to the amount of leave previously accrued to that Member's benefit.

Section 5. Donation of Leave. A Member may donate not more than ten percent (10%) of his accrued sick leave balance not to exceed the equivalent of 48 hours to another Township Member once every six (6) months. The receiving Member will have exhausted all of his available sick leave and other time off to be eligible to receive the transfer. The donating Member must have accumulated leave credits in excess of one hundred twenty (120) hours and must execute a written request for the Township to make the transfer as a necessary prerequisite for the transfer. Once transferred, the sick leave credits must remain in the account of the original transferee.

Section 6. Election of Sick Leave. The Member's election to utilize sick leave shall establish a rebuttal presumption that the Member is unable to perform duties for the Department, or any other employer, and that the Member is unable to perform physical labor.

Section 7. Line of Duty Death. If a Member dies in the line of duty, the Township shall pay 100% of his/her accrued sick leave balance, not to exceed 2080 hours for 40-hour employees or 2912 for 56-hour employees, to the Member's spouse, children, or next of kin, at a rate equivalent to the Member's hourly rate at the time of death.

ARTICLE 24 FUNERAL LEAVE

Section 1. Funeral Leave.

A. Forty (40) Hour Work Week Members.

Unless otherwise directed by the Fire Chief, the Member shall be permitted a leave of absence with pay of up to three consecutive regularly scheduled work days for purposes of funeral attendance due to the death of a member of the Member's immediate family. The Fire Chief, in his sole and absolute discretion, may approve an additional leave of absence, with pay, for not more than one additional regularly scheduled work day. Payment shall be made at the Member's hourly rate for each regularly scheduled hour of work missed due to funeral leave. The Member shall notify and obtain the approval of the Fire Chief prior to the day funeral attendance leave is taken. Absent special circumstances, in the event the Member fails to so notify and obtain the approval of the Fire Chief, such leave may be charged first against sick leave and then vacation time.

B. Fifty-six (56) Hour Work Week Members.

Unless otherwise directed by the Fire Chief, the Member shall be permitted a leave of absence with pay for one regularly scheduled work day, for purposes of funeral attendance due to the death of a member of the Member's immediate family. The Fire Chief, in his sole and absolute discretion, may approve an additional leave of absence, with pay, for not more than one additional regularly scheduled work day. Payment shall be made at the Member's hourly rate for each regularly scheduled hour of work missed due to funeral leave. The Member shall notify and obtain the approval of the Fire Chief prior to the day funeral attendance leave is taken. Absent special circumstances, in the event the Member fails to so notify and obtain the approval of the Fire Chief, such leave may be charged first against sick leave and then vacation time.

Section 2. Immediate Family. Immediate family shall mean the Member's spouse, children, parents, parents-in-law, siblings (siblings-in-law), grandparents, aunts, uncles, and cousins.

ARTICLE 25 HEALTH CARE INSURANCE

Section 1. Insurance Coverage. Medical, dental, vision, and life insurance coverage identical to that provided other full-time employees of the Township shall be made available to the Member at his/her option. Members may elect to enroll and pay the costs for disability insurance through payroll deduction, to the extent disability insurance remains available.

Section 2. Advisory Committee. In the event the Board of Trustees identifies the possibility of a change in the premium, deductible, type of coverage or level of coverage, the Board of Trustees will announce the possibility not less than forty-five (45) days prior to the expiration of the current policy. The Board of Trustees shall create an Advisory Committee to investigate the insurance coverage's available for purposes of making a recommendation to the Board of Trustees. The Union shall be entitled to not less than two (2) representatives on the Advisory Committee, which shall consist of not more than a total of six (6) persons, with the balance to be appointed by the Board of Trustees from the other Township departments. The Board of Trustees shall have the unlimited discretion to name other Members to the Advisory Committee. The Board of Trustees shall consider, but shall not be bound by any recommendation of the Advisory Committee, prior to determining which insurance coverage they determine to provide in their sole and absolute discretion, or the amount of premium, deductible or contribution of the Members, so long as the premium and deductible amounts are within the limits specified in Section 4 of this Article 25.

Section 3. Member Acknowledgement. The Members and the Union acknowledge that for budgetary and cost reasons the Township will no longer bear the entire expense of health care coverage. Consequently, the Members shall have to contribute a portion of the premium and deductible costs associated with the coverage each elects, and such contributions shall be deducted from their gross pay amounts on a prorata bi-weekly basis. The Township is hereby specifically authorized to deduct such amounts from each Member's gross pay.

Section 4. Member Contribution. Each Member enrolled in the Township's group health care plan shall be required to contribute the following amounts per month toward the costs of health insurance premiums assessed for the coverage category which the Member is enrolled. The monthly amounts related to the Members' respective coverage for the 2011 Insurance Cycle only are:

Single = \$25.00
Single with dependent = \$35.00
Family = \$45.00

Along with the above monthly contributions, the Members are responsible for the following deductible amounts for the 2011 Insurance Cycle only.

Single = \$440.00 (after Township pays the first \$800)
 Family (or any greater than single) = \$880.00 (after Township pays the first \$1,600)

Beginning January 1, 2012 until the expiration of this contract and thereafter unless this Article is changed, each Member enrolled in the Township's group health care plan shall be required to contribute a set percentage toward the costs of health insurance premiums assessed for the coverage category which the Member is enrolled. The total insurance premium cost for health care, dental and vision shall be split by the Township and the Member on a percentage base as designated in the chart below. The Member's total annual responsibility will be determined by the total annual cost of the coverage category which the Member is enrolled at the time the insurance policy is enacted by the Township. The Member's total annual responsibility will then be divided by 26 and that amount will be withheld from the Member's salary each pay period on a pre-tax basis.

	2012	2013	2014
Township Premium Responsibility	88%	85%	82%
Member Premium Responsibility	12%	15%	18%

Along with the above premium contributions, the Members are responsible for the following deductible amounts beginning no earlier than April 1, 2012 and ending no later than November 1, 2014 and thereafter, unless the contract is extended or replaced with different amounts, .

	April 1, 2012	2013	2014
Single Only	\$1000.00	\$1000.00	\$1000.00
Married, Single with Dependents, Family	\$2000.00	\$2000.00	\$2000.00

The Member's deductible amount will be applied following an initial eight hundred dollars (\$800.00) for the single plan or sixteen hundred dollars (\$1600.00) for any other plan (married, single with dependents or family) that the Township will place into each group health care participants H.S.A. account at the beginning of the Insurance Cycle. These amounts of \$800/\$1600 shall be the maximum contribution by the Township placed into the Member's H.S.A. account during a single Insurance Cycle. After the Township's portion of the H.S.A. account and the Member's required portion of the deductible have been exhausted for the current Insurance Cycle, the Township agrees to pay the remaining portion of the Member's deductible using a Health Reimbursement Account funded entirely by the Township. The Member has the right to have the Township withhold a stated amount from their bi-weekly pay on a pre-tax basis and placed into their H.S.A. account.

Section 5. Opt-out Payment. Members who opt-out of participation in the insurance plan may receive an amortized per pay incentive pay in the amount of fifty percent (50%) of the premium cost for the respective benefit class.

Section 6. Deductible Incentives.

Each Member enrolled in the Township's group health care plan shall have two (2) different opportunities provided to them by the Township to earn incentives for the purpose of reducing the Member's total deductible liability per year. Members will not be required to participate in these opportunities; however it is the understanding that if a Member does participate in these incentive programs offered by the Township in this agreement, the incentive will be applied as a reduction in a Member's total annual deductible responsibility. The two (2) opportunities are as follows

(A) Healthy Advantage Rewards Points

Each Member enrolled in the Township's group health care plan shall have the opportunity, but will not be required, to earn Healthy Advantage Rewards Points to help reduce the amount of their deductible that they are liable for. Each "point" shall hold the value of fifty dollars (\$50.00) with singles having the opportunity to earn four (4) points for a total of two hundred dollars (\$200.00) in deductible reductions and those Member's with any other plans having the opportunity to earn up to eight (8) points for a total of four hundred dollars (\$400.00) in deductible reductions. For those Members with a couple or family plan, both the Member and their spouse are eligible for up to four (4) Healthy Rewards Points each. If the Member has children covered but no spouse, each Healthy Rewards Point will be worth one hundred dollars (\$100.00) for a total of no more than four hundred dollars (\$400.00) in savings. Member's children will not be eligible to participate in the Healthy Advantage Rewards program.

(1) Healthy Rewards Point earning basis are as follows

Two (2) points will be awarded to anyone who has been tobacco free for at least six (6) months.

One (1) point will be awarded for an LDL cholesterol level reading at or below 160mg/dl (with or without medicine).

One (1) point will be awarded for a blood pressure reading of 140/90 or below (with or without medicine).

(2) Applying for Healthy Rewards Points.

Each Member will be responsible for obtaining their own personal medical information. Healthy Rewards paperwork will be provided to each Member and must be filled out and signed by a primary care physician or another physician of the employees choosing. The reported test items listed above must be measurements taken at the Member's annual physical that is provided free of charge to the Member by the health insurance carrier. Test results from an

annual physical taken in the current contract period (April 1, 2011 to March 31, 2012) can be used to receive Healthy Rewards points for the next Insurance Cycle beginning on April 1, 2012. Each Insurance Cycle following will use the results of an annual physical taken during the previous Insurance Cycle throughout the remainder of this contract or any extensions that may be agreed upon. To ensure that the Healthy Rewards Points are applied at the beginning of the next Insurance Cycle, completed paperwork should then be submitted to the insurance broker no later than thirty (30) days prior to the beginning of the next Insurance Cycle.

Members may join the Healthy Rewards program at any time. If after the beginning of the Insurance Cycle, the Member or spouse has begun to earn and apply points or an additional point has been earned, the Member shall submit their Health Rewards Point paperwork to the insurance broker and a proper credit amount will be given toward the Member's deductible liability. If a Member has already spent their portion of the deductible, the total point dollar value will then be credited back to the Member's H.S.A. or respected account by the Township.

(3) Personal Medical Privacy

Members and their spouse's personal medical information and test results will only be shared with the current insurance broker. Members and their spouses personal medical information and test results will not be shared with other insurance companies, insurance brokers or with the Township. Liberty Township will have the right to know how many "points" the Member and/or their family are eligible for. Liberty Township will not have the right to know which category a Member or their spouse have earned points in.

If in the event the Township sends a Member or their spouse to a physician of the Township's choice to have a medical screening done for the confirmation of Healthy Advantage Rewards Points and the Township compensates for both expense and time, the Township will have a right to know the result of the Member or their spouse's test as only pertinent to the points results. If during the Township's screening it is found that a Member should not have received a deductible incentive, then that Member will be responsible for reimbursing the Township forthwith the full amount of the incentive value that the Member should not have received. If a Member has not yet reached their full deductible responsibility, the incentive amount will be reapplied to the Member's total deductible liability.

(B) Vanishing Deductible

Starting with the next annual Insurance Cycle beginning in 2012 and each cycle following, if a Member's health insurance claims do not exceed eighteen hundred dollars (\$1,800.00) for single coverage and thirty-six hundred (\$3,600.00) for all other coverage (referred to as the Vanishing Deductible Cap), the Member will receive a "Vanishing Deductible Point". Each "Vanishing Deductible Point" is worth a one hundred dollar (\$100.00) credit from the Township toward the Member's deductible responsibility of one thousand dollars (\$1,000) for single coverage and two thousand dollars (\$2,000) for all other plans. A maximum of three credits can be earned during the period of this contract. In any year that the Member's health insurance claims exceed the Vanishing Deductible Cap, the Member's Vanishing Deductible Point total is reduced by one point. A Member's Vanishing Deductible Point total can never be less than zero. This credit is not part of, but in addition to the "Health Advantage Rewards Points" credit as stated in Article 25, Section 6 (A).

ARTICLE 26 MILITARY LEAVE

Section 1. Military Leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable State law, including Ohio Revised Code § 5923.05 or other statutes of like tenor and effect as they may be amended from time to time, will govern all uniformed services leave as set forth in the policy adopted by the Township.

ARTICLE 27 FAMILY LEAVE

The Township shall be bound by the provisions of the Family and Medical Leave Act codified at 29 U.S.C. §§ 2601, *et seq.*, as it may be amended from time to time, in accordance with the policy adopted by the Township.

The Family and Medical Leave Act (FMLA) allows eligible Township Members to take up to twelve work weeks of unpaid leave (*i.e.*, up to 480 hours for Members working 40-hour weeks, up to 672 hours for Members working 56-hour weeks) per rolling twelve-month period measured backward from the date an employee uses FMLA leave for the following qualifying events:

- The birth of a Member's child and in order to care for such child;
- Placement with a Member of a child for adoption or foster care;
- Caring for a Member's spouse, child, or parent with a serious health condition; or
- The serious health condition of the Member.

All terms, phrases or standards used in this policy shall have the meanings set forth in, and be construed in accordance with, the Family and Medical Leave Act of 1993, Public Law 103-3 (February 5, 1993), 107 Stat. 6-29 (29 U.S.C. §§ 2601 *et seq.*), and the regulations promulgated thereunder, 29 CFR Part 825, in effect on the date FMLA leave is being taken.

ARTICLE 28 DRUG FREE WORKPLACE

Section 1. Policy. The parties recognize that the safety sensitive nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's safety services. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

A. The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances.

B. The use, sale, transfer, or possession of alcohol while on the job or Township property is prohibited. Property includes Township vehicles or work sites.

C. Members are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to Members taking prescription or over-the-counter medication that may cause impairment unless such medications are disclosed to the Fire Chief or supervisor prior to beginning work and the Member is permitted to begin work notwithstanding the taking of prescription or over-the-counter medication. Members who are determined to be unfit may be released from duty, placed on paid leave, and sent home.

D. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance is affected may be grounds for discipline in accordance with Article 7 of this Agreement. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

Section 2. Testing Procedures. Upon reasonable suspicion that a Member has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Member may be ordered to undergo a screening test(s) administered through a provider under contract with the Township. Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom indicating the Member in question has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job. Reasonable suspicion includes, but is not limited to, slurred speech, disorientation, impaired motor function, abnormal conduct, an arrest or conviction for drug or alcohol related offenses, or a sudden, unexplained change in work

performance or unexplained, excessive tardiness or absenteeism. Reasonable suspicion is conclusively presumed to exist, for purposes of this Agreement, in the event of a motor vehicle or any other job-related accident resulting in serious property damage or personal injury. Members who refuse to test or who test positive for alcohol or drugs post accident may be ineligible to receive Workers' Compensation benefits as provided by the Ohio Revised Code § 4123.54.

All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. If a drug confirmation test is positive, the Member may, upon written request and at the Member's expense, have the split sample re-tested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result. In the event the split sample test confirms the results of the first test, the Member may proceed with the sanction as set forth in this Article. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Member to proceed with sanctions as set forth in this Article. If the results are negative, the Member shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the Member shall be reimbursed for the re-test expense. The results of the testing shall be delivered to the Employer and the Member tested. A Member whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. A positive result from an alcohol test means a level of eight-hundredths of one percent by weight of alcohol in the blood, or eight hundredths of one gram by weight of alcohol per two hundred ten liters of breath, or such other minimum level as may be prescribed by the traffic laws of the State of Ohio for the level at which a Member is presumed to be under the influence of alcohol such as is prescribed at Ohio Revised Code §§ 4511.19(A) and (B), respectively. A Member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such Member's supervisor in advance of assuming the Member's duties.

Section 3. Test Results. If the screening and confirmatory tests are positive, the Township may discipline the Member up to and including discharge. Furthermore, a Member who refuses to submit to any ordered test shall be deemed insubordinate and shall be subject to disciplinary action.

Section 4. Counseling and Rehabilitation Program. A Member who notifies the Department of such Member's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. A Member participating in such a program will be allowed reasonable use of such Member's accrued but unused sick leave, vacation leave and/or personal time for absences due to

actual participation. If no such leave time is available, the Member may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. A Member approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program as provided by the health insurance or at the Member's own cost. 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 to determine that the Member is actively participating in and/or has completed such program.

Upon completion of the program, a Member shall be re-tested in order to demonstrate that the Member is no longer abusing any prohibited substance. If the re-test demonstrates that the Member is no longer abusing any prohibited substance, the Member may be returned to an available position for which the Member qualifies. Furthermore, the Member shall be subject to periodic re-testing for drugs and alcohol upon such Member's return for a period of two (2) years and such testing is deemed to be based upon a reasonable suspicion that drug or alcohol use is occurring on the job. A Member shall be subject to disciplinary action up to and including discharge if the Member: (1) refuses to take a screening or confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within two (2) years after the Member's return to work upon completion of an approved counseling and rehabilitation program.

Section 5. Confidentiality. Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable state and federal law.

Section 6. Costs. The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the Fire Chief.

Section 7. Agreement to Cooperate and Amend. The Township, Members and Union all acknowledge that the Township may realize significant savings in workers' compensation premiums through the adoption of a policy which complies with guidelines for a drug-free workplace as defined by the Bureau of Workers' Compensation. To facilitate the capture of those discount incentives, Liberty Township, the Members, and the Union agree the Township shall have the right to modify this Article 28 upon notice delivered by the Township, so long as said changes are agreed upon by both parties (Township and Union), so that the Article meets the minimum requirements necessary to obtain such incentives including discounted rates. The Members and the Union agree to cooperate to the extent necessary in the effort to qualify for those discount incentives.

ARTICLE 29 SUSPENSION IN CASE OF EMERGENCY

Section 1. Waiver. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Delaware County Commissioners, the Liberty Township Board of Trustees, or the Fire Chief, resulting from acts of God, civil disorder, or otherwise, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for management, the Union, or a Member to reply on grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of Members to duties as pertain to the operation of the Fire Department.

Section 2. Termination. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

ARTICLE 30 UNION BUSINESS

Section 1. Union Activity. The Employer agrees that during the working hours, on the Employer's premises, and without loss of pay, Union representatives shall be permitted to perform the following functions subject to the advance approval of the Chief and provided the normal operations of the Department are not disrupted.

- A. Attend meetings with Management;
- B. Transmit communications, authorized by the local Union or its officers to the Employer or his representatives;
- C. Consult with the Employer or his representatives concerning the enforcement of any provision of this Agreement;
- D. The Employer agrees that the Union's representatives may post Union notices on bulletin boards, distribute Union literature and solicit Union membership in work areas;
- E. The Union shall be permitted to place and maintain one bulletin board in each fire facility subject to the approval of the Fire Chief. Bulletins and materials subject to the Union's function as exclusive representative of the bargaining unit are the only materials to be posted by the Union and its Members. Materials which contain personal attacks and scandalous or derogatory comments about any Member, other employee or elected official or candidate shall not be posted on any of the bulletin board(s).

ARTICLE 31 SAFETY AND HEALTH

Section 1. Safe Workplace. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. Members shall forward any concerns they may have to the Labor Relations Committee to be addressed as set forth in Article 11.

ARTICLE 32 DUES DEDUCTION

Section 1. Payroll Deduction. Upon presentation of a written deduction authorization, the Member shall, each pay period for each Member, cause the deduction of the monthly dues, initiation fees and assessments of Local 3754 Members covered by this Agreement. No firefighters who are not members of the Union at the time the Agreement is signed shall be required to pay dues in the absence of the execution of a dues deduction consent form, a copy of which is attached as Exhibit E. The Employer agrees to furnish the Union, each pay period, a direct deposit in the amount of the deduction made for that pay period pursuant to the signed authorizations.

Section 2. Maintenance of Membership. Any bargaining unit employee who is a member of the Union on the effective date of this Agreement, or who becomes a member during its term, shall not revoke this authorization for regular membership dues deduction, except for a period of no less than thirty (30) or more than sixty (60) days preceding expiration of this Agreement.

Section 3. Certification of Amount. On or before each January 5th, the Union shall certify to the Township Fiscal Officer the amount to be deducted monthly from Members' checks as monthly dues, initiation fees and assessments. This amount shall apply throughout the succeeding calendar year, and successive calendar years unless timely notice under this Section is served upon the Fiscal Officer identifying an alternate amount.

Section 4. Union Indemnification. Local 3754 agrees that it shall indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by the Employer relative to the Employer's agreements under this Article.

Section 5. Termination of Deduction. The Employer shall be relieved from making such individual dues deductions upon a Member's (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; and (5) written revocation of the check-off authorization by a Member not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

ARTICLE 33 SPECIAL DUTY

Section 1. Special Duty Defined. Special duty is defined as service for a separate and independent employer by a Member performing fire protection or other related activities under provisions whereby the Township: (a) does not require the Members be hired to perform such duties; (b) facilitates the service of such Members by a separate and independent employer; or (c) otherwise affects the conditions of employment of such Members by a separate and independent employer.

Section 2. Fire Chief Approval. From time to time Members may be called upon to provide services to the community on a limited, date specified, basis. All such special duty worked by any Member must be approved by the Fire Chief or his designee not less than 48 hours before the time for which the work is to be performed. Special duty will only be performed by Members who, in their option, agree to be employed by a separate and independent employer.

Section 3. Compensation. All hours worked by a Member for the separate and independent employer shall be included by the Township in calculation of hours for which the Member actually works and is entitled to overtime compensation.

Section 4. Member Selection Protocol. Once approved, individual Member assignment to special duty postings shall be coordinated through the Union.

Section 5. Payment to the Township. The Fire Chief, in his discretion, may require the payment of a fee by the independent employer for special duty services performed by Members.

ARTICLE 34 OPTIONAL PAYROLL DEDUCTIONS

A Member may submit written, signed requests for optional payroll deductions to the Fire Chief for approval. Upon approval of the Fire Chief, and with the consent of the Fiscal Officer, the Fiscal Officer shall be permitted to make the payroll deductions called for and to pay those deductions to the indicated recipient(s). The decision to consent to the request, or not, shall be at the sole discretion of the Fire Chief and at the sole discretion of the Fiscal Officer, whose decisions shall be final and not grievable or appealable. Notwithstanding the foregoing, one additional payroll deduction can be taken out of a Member's check for supplemental insurance provided by the vendor chosen by the local membership. A Member may submit written, signed request for optional payroll deduction to the Fire Chief. The Fiscal Officer shall be permitted to make the payroll deduction called for and to pay the deduction to the indicated recipient.

ARTICLE 35 MISCELLANEOUS PROVISIONS

Section 1. Leap Day. For those Members assigned to and working an average 56 hour work week, Leap Day will be divided into three (3) platoon shifts of eight (8) hours each, with Members working the shift assigned by the Fire Chief. All other Members shall work at such time or times as may be directed by the Fire Chief.

Section 2. Gender and Number. Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

Section 3. Successor Negotiations. If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party as per Ohio Revised Code Chapter 4117.

Section 4. Definitions.

(1) Anniversary date shall mean the first day following the first 365 days of continuous active service by the Member with the Township, and, if applicable, the same date of each calendar year thereafter.

(2) Break in service shall mean that period of time commencing on the date on which the Member is not entitled to payment for the performance of duties for the Township or on that date on which the Member's employment with the Township is terminated. Time spent on unpaid disciplinary suspensions shall not be considered a break in service. Upon a break in service involving an unpaid leave of absence, whether or not approved, no further vacation, holiday and/or sick leave time shall accrue or be credited unless and until the Member is returned to active paid status with the Township.

(3) Continuous active service shall mean that consecutive period of time during which the Member is in active service with the Township and does not suffer a break in service.

(4) Hourly rate. Unless otherwise specified herein, the term hourly rate shall mean the figure obtained by dividing the annual salary stated herein by 2912 for 56-hour work week Members; the term hourly rate shall mean the figure obtained by dividing the annual salary stated herein by 2080 for 40-hour work week Members.

(5) Immediate family shall mean the Member's spouse, children, parents, parents-in-law, siblings (siblings-in-law), grandparents, aunts, uncles, and cousins.

(6) Insurance Cycle shall mean the one year (12 month period) covered by the Township's insurance policy. In 2011 this period is the time between April 1 and March 31 of the following year. These precise dates, and the duration of the cycle in months are subject to change without altering the application of this term to the Agreement.

(7) Retirement shall mean the date when the Member retires or is retired from the employ of the Township and who qualifies for and receives full retirement benefits under the Police and Firemen's Disability and Pension Fund codified at Ohio Revised Code Chapter 742, or a similar retirement system, and who has at least five (5) consecutive years of active service with the Township.

Section 5. Adjustment of Benefits. As previously noted, the Township retains the right to schedule any Member's work week so that the normal work schedule averages fifty-six (56) or forty (40) hours per week. In the event a Member is permanently reassigned to a work week which differs from his then-normal assignment, then all remaining unused vacation time and sick leave standing to the credit of the Member in the calendar year and at the time in which the reassignment occurs shall be recalculated and recredited in such manner so as to reflect the changed work hours to which the Member has been assigned. To illustrate, five (5) days of vacation leave under a fifty-six (56) hour work week would, in the case of a forty (40) hour work week, convert to eighty (80) hours of vacation leave, so as to enable the forty (40) hour Member to take off proportionally the same number of vacation days as otherwise permitted under a fifty-six (56) hour work week. Likewise, a Member, who after working a work week other than a fifty-six (56) hour work week is reassigned to and working a fifty-six (56) hour work week, shall have the remaining unused vacation and sick time to the Member's credit recalculated and recredited in the manner outlined above. In all cases, the accrual rate for these benefits would likewise be revised so as to reflect the changed work hours to which the Member has been assigned. To further illustrate, a Member working an average fifty-six (56) hour work week who is reassigned to a forty (40) hour work week would, on an annual basis, be entitled to forty (40), eighty (80), one hundred twenty (120), etc. hours of vacation time (depending upon years of completed service), and one hundred twenty (120) hours of sick leave time. Furthermore, such Member's hourly rate of pay for overtime and other applicable purposes would be based upon the Member's full-time employment of 2080 hours of work per year. For purposes of this Section 5, a permanent reassignment shall be understood to mean a reassignment which continues uninterrupted for more than one month.

Section 6. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter as to which Ohio Rev. Code Chapter 4117 imposes an obligation to bargain. Therefore, the Township and the Union, for the duration of this Agreement, agree that they shall not be obligated to bargain collectively or individually with respect to any subject or matter specifically referred to in this Agreement, or which constitutes a mandatory subject of bargaining for which Ohio Rev. Code Chapter 4117 imposes an obligation to bargain.

Section 7. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8. Copies. As soon as practicable following the signing of this Agreement, the Township and the Union shall have printed twenty (20) copies of this Agreement. Five (5) copies shall be provided to the Township, and the remainder shall be provided to the Union for distribution to Members. The actual cost of printing this Agreement, and any future printing that the parties may later agree to be necessary, shall be shared equally by the parties. The Union shall be responsible for distributing copies to all Members.

Section 9. Duration. The term of this Agreement shall be from November 2, 2011 until termination at midnight, November 1, 2014.

[SIGNATURES ON THE FOLLOWING PAGE]

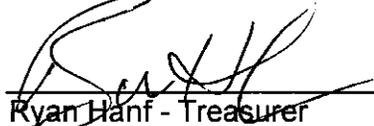
IN TESTIMONY WHEREOF, the parties have signed this Agreement on or as of November 2, 2011.

**FOR THE UNION
LOCAL 3754 IAFU**


Chafaco Clark - President

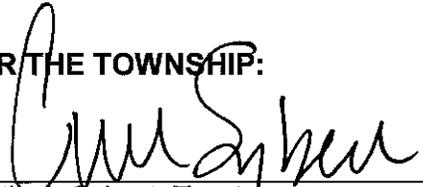
Matt Bowman - Vice President

Bill Kahler - Secretary


Ryan Hanf - Treasurer

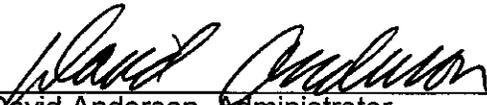
Josh Barnhart - Trustee

FOR THE TOWNSHIP:


Curtis J. Sybert, Trustee


Mary Carducci, Trustee

Robert Mann, Trustee


David Anderson, Administrator

Pursuant to Resolution No. 11-1102-01

CERTIFIED AND APPROVED:


Mark Gerber, Fiscal Officer

Master Seniority List for L3754

Seniority #	Members Name	Unit #	Date of Hire
1	Wells, Mike	6	February 5, 1990
2	Brooks, John	7	July 2, 1990
3	Lord, Steve	10	July 2, 1990
4	Welty, Daniel	11	July 2, 1990
5	Oberle, Timothy	9	May 16, 1992
6	Saunders, Archie	14	January 1, 1994
7	Wasmer, Darrel	15	July 16, 1994
8	Young, Scott	13	January 1, 1995
9	Long, Edward	16	January 1, 1995
10	Piwtorak, William	17	January 1, 1995
11	Greer, Eric	22	September 23, 1996
12	Price, David	21	September 23, 1996
13	Worley, Sean	27	February 19, 2001
14	Barnhart, Josh	28	February 19, 2001
15	Gilbert, Shad	29	February 19, 2001
16	McCann-Mirise, Sally	30	March 19, 2001
17	Lovell, Benjamin	76	July 18, 2001
18	Watts, Daniel	77	August 1, 2001
19	Lybarger, Kenneth	75	July 1, 2002
20	Niemet, Brian	74	July 1, 2002
21	Simmons, Scott	78	May 19, 2003
22	White, David	71	May 19, 2003
23	Clark, Chalaco	81	February 23, 2004
24	Friesner, Ray	82	February 23, 2004
25	Lesch, Brian	83	February 23, 2004
26	Smith, Mickey	84	February 23, 2004
27	Thomas, Ron	85	February 23, 2004
28	Wood, Kevin	86	February 23, 2004
29	Brock, Neil	87	April 13, 2004
30	Allen, Jack	79	June 21, 2004
31	Cloud, Michael	92	June 21, 2004
32	Hanf, Ryan	94	June 21, 2004
33	Kahler, Bill	91	June 21, 2004
34	Minturn, Bennee	95	June 21, 2004
35	Neal, Shawn	96	June 21, 2004
36	Simmons, Doug	97	June 21, 2004
37	Walker, Chad	88	June 21, 2004
38	Bowman, Matt	102	February 14, 2005
39	Marohl, Chad	103	February 14, 2005
40	Rickett, Jason	101	February 14, 2005

Seniority #	Members Name	Unit #	Date of Hire
41	Hemmelgarn, Steve	109	October 2, 2006
42	Imler, Kelly	105	October 2, 2006
43	Looney, Del	110	October 2, 2006
44	Miller, Jason	113	February 5, 2007
45	Rigel, Darren	114	February 5, 2007
46	Hambrick, Ken	118	October 29, 2007
47	Canfield, Pete	106	March 18, 2009
48	Larger, Jeffery	119	June 17, 2009

2011

<u>56 Hr Firefighter</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$41,491.97	\$1,595.84	\$14.25	\$21.37	\$42.75
Step 2	\$47,960.35	\$1,844.63	\$16.47	\$24.70	\$49.41
Step 3	\$54,429.27	\$2,093.43	\$18.69	\$28.04	\$56.07
Step 4	\$60,898.47	\$2,342.25	\$20.91	\$31.37	\$62.74
<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$64,995.62	\$2,499.83	\$22.32	\$33.48	\$66.96
Step 2	\$67,775.66	\$2,606.76	\$23.27	\$34.91	\$69.82
Step 3	\$69,663.93	\$2,679.38	\$23.92	\$35.88	\$71.77
<u>Fire Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$43,982.02	\$1,691.62	\$21.15	\$31.72	\$0.00
Step 2	\$50,837.97	\$1,955.31	\$24.44	\$36.66	\$0.00
Step 3	\$57,695.03	\$2,219.04	\$27.74	\$41.61	\$0.00
Step 4	\$64,552.37	\$2,482.78	\$31.03	\$46.55	\$0.00
<u>Lieutenant/ Fire Prevention Officer</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$72,154.75	\$2,775.18	\$34.69	\$52.03	\$0.00
<u>40 Hr Captain</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$74,362.01	\$2,860.08	\$35.75	\$53.63	\$0.00

2012

<u>56 Hr Firefighter</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$44,188.95	\$1,699.57	\$15.17	\$22.76	\$45.52
Step 2	\$51,077.77	\$1,964.53	\$17.54	\$26.31	\$52.62
Step 3	\$57,967.17	\$2,229.51	\$19.91	\$29.86	\$59.72
Step 4	\$64,856.87	\$2,494.50	\$22.27	\$33.41	\$66.82
<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$69,220.34	\$2,662.32	\$23.77	\$35.66	\$71.31
Step 2	\$72,181.08	\$2,776.20	\$24.79	\$37.18	\$74.36
Step 3	\$74,192.09	\$2,853.54	\$25.48	\$38.22	\$76.43
<u>Fire Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$46,840.85	\$1,801.57	\$22.52	\$33.78	\$0.00
Step 2	\$54,142.44	\$2,082.40	\$26.03	\$39.05	\$0.00
Step 3	\$61,445.21	\$2,363.28	\$29.54	\$44.31	\$0.00
Step 4	\$68,748.27	\$2,644.16	\$33.05	\$49.58	\$0.00
<u>Lieutenant/Fire Prevention Officer</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$76,844.81	\$2,955.57	\$36.94	\$55.42	\$0.00
<u>40 Hr Captain</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$79,195.54	\$3,045.98	\$38.07	\$57.11	\$0.00

2013

<u>56 Hr Firefighter</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$46,950.76	\$1,805.80	\$16.12	\$24.18	\$48.37
Step 2	\$54,270.13	\$2,087.31	\$18.64	\$27.96	\$55.91
Step 3	\$61,590.12	\$2,368.85	\$21.15	\$31.73	\$63.45
Step 4	\$68,910.42	\$2,650.40	\$23.66	\$35.50	\$70.99
<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$73,546.61	\$2,828.72	\$25.26	\$37.88	\$75.77
Step 2	\$76,692.40	\$2,949.71	\$26.34	\$39.51	\$79.01
Step 3	\$78,829.09	\$3,031.89	\$27.07	\$40.61	\$81.21
<u>Fire Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$49,768.40	\$1,914.17	\$23.93	\$35.89	\$0.00
Step 2	\$57,526.34	\$2,212.55	\$27.66	\$41.49	\$0.00
Step 3	\$65,285.53	\$2,510.98	\$31.39	\$47.08	\$0.00
Step 4	\$73,045.04	\$2,809.42	\$35.12	\$52.68	\$0.00
<u>Lieutenant/Fire Prevention Officer</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$81,647.61	\$3,140.29	\$39.25	\$58.88	\$0.00
<u>40 Hr Captain</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$84,145.26	\$3,236.36	\$40.45	\$60.68	\$0.00

2014

<u>56 Hr Firefighter</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$49,767.80	\$1,914.15	\$17.09	\$25.64	\$51.27
Step 2	\$57,526.34	\$2,212.55	\$19.75	\$29.63	\$59.26
Step 3	\$65,285.53	\$2,510.98	\$22.42	\$33.63	\$67.26
Step 4	\$73,045.05	\$2,809.43	\$25.08	\$37.63	\$75.25
<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$77,959.40	\$2,998.44	\$26.77	\$40.16	\$80.32
Step 2	\$81,293.94	\$3,126.69	\$27.92	\$41.88	\$83.75
Step 3	\$83,558.84	\$3,213.80	\$28.69	\$43.04	\$86.08
<u>Fire Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$52,754.51	\$2,029.02	\$25.36	\$38.04	\$0.00
Step 2	\$60,977.92	\$2,345.30	\$29.32	\$43.97	\$0.00
Step 3	\$69,202.66	\$2,661.64	\$33.27	\$49.91	\$0.00
Step 4	\$77,427.74	\$2,977.99	\$37.22	\$55.84	\$0.00
<u>Lieutenant/Fire Prevention Officer</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$86,546.47	\$3,328.71	\$41.61	\$62.41	\$0.00
<u>40 Hr Captain</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$89,193.98	\$3,430.54	\$42.88	\$64.32	\$0.00

* Overtime rates for individual Members may vary due to the need to include such things as longevity bonus payments in the calculation of rates for purposes of overtime only.

** FLSA is a per pay figure which results from the application of the Fair Labor Standards Act to this category of employee. It is NOT an hourly pay rate.

All step raises are given on anniversary date of hire or date in which the position was appointed.

AGREEMENT TO RECEIVE COMPENSATORY TIME

I have read and understand the Township's Article 15 regarding compensatory time. I hereby elect to receive compensatory time to be accrued at one and one-half (1½) hours for each hour of overtime, in lieu of paid overtime, in accordance with Article 15 of the Agreement between Liberty Township and Local 3754 of the International Association of Firefighters. I hereby acknowledge that this agreement to receive compensatory time in lieu of overtime pay has been made prior to my performance of overtime work.

Member Signature

TUITION REIMBURSEMENT PAYROLL DEDUCTION

The undersigned, being a full-time firefighter for Liberty Township, does hereby voluntarily acknowledge and agree that in the event I receive tuition reimbursement from Liberty Township and within two (2) years thereafter leave employment, I will repay Liberty Township all such tuition reimbursements received within that two-year period. To facilitate the repayment, I hereby further acknowledge and agree that Liberty Township may withhold such funds from any payment checks otherwise due me at or following the termination of my employment.

Employee/Member

Date

AUTHORIZATION FOR PAYROLL DEDUCTION

NAME _____

RANK _____

DEPARTMENT FIRE _____

I hereby authorize the Employer (Liberty Township) to deduct the sum of \$ _____ from my wages each pay period for dues in IAFF Local 3754, effective _____.

It is my understanding that this Authorization can only be revoked by submission in writing to the Employer and the Union no earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

I also hereby authorize the Employer (Liberty Township) to accept and honor the written request of IAFF Local 3754, signed by the Union President and Treasurer, to increase or decrease the amount of dues withheld from my wages.

MEMBER _____

WITNESS _____

HAND DELIVERED

STATE EMPLOYMENT
RELATIONS BOARD
2011 NOV - 8 12:41

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Liberty Township Board of Trustees ("Township") and IAFF Local 3754 ("Local") this 2nd day of November, 2011. The Township and the Local are parties to a collective bargaining agreement ("CBA") effective August 31, 2010 through December 31, 2012, and have discussed and agreed to a new collective bargaining agreement to replace and supersede the August 31, 2010 through December 31, 2012 CBA. In consideration of the covenants set forth, this Memorandum of Understanding is intended to set forth the parties' understandings as to how the new CBA will be implemented, and to reflect their binding contractual obligation to execute an extension of the CBA between January 1, 2013 and February 1, 2013, containing the following material terms.

1. Upon ratification by both parties, the new CBA, attached hereto as Exhibit A, will be executed by the parties. The new CBA shall contain an effective date of November 2, 2011 through November 1, 2014.

2. The parties further agree and covenant that, not later than February 1, 2013, they will execute an extension through December 31, 2015, which will include the following terms:

ARTICLE 13 - PFDPF

For 2015, the Township responsibility for PFDPF contributions will be 0% and the Employee/Member responsibility will be 10%. The Member shall remain responsible for any increases in contribution above 10% which may be mandated by the PFDPF.

ARTICLE 15 - COMPENSATION

The 2015 pay range for the Members of the bargaining unit shall be as follows:

	<u>2015</u>				
<u>56 Hr Firefighter</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$52,704.10	\$2,027.08	\$18.10	\$27.15	\$54.30
Step 2	\$60,920.40	\$2,343.09	\$20.92	\$31.38	\$62.76
Step 3	\$69,137.37	\$2,659.13	\$23.74	\$35.61	\$71.23
Step 4	\$77,354.71	\$2,975.18	\$26.56	\$39.85	\$79.69
<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$82,559.01	\$3,175.35	\$28.35	\$42.53	\$85.05
Step 2	\$86,090.28	\$3,311.16	\$29.56	\$44.35	\$88.69
Step 3	\$88,488.81	\$3,403.42	\$30.39	\$45.58	\$91.16

<u>Fire Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$55,867.02	\$2,148.73	\$26.86	\$40.29	\$0.00
Step 2	\$64,575.62	\$2,483.68	\$31.05	\$46.57	\$0.00
Step 3	\$73,285.62	\$2,818.68	\$35.23	\$52.85	\$0.00
Step 4	\$81,995.98	\$3,153.69	\$39.42	\$59.13	\$0.00
<u>Lieutenant/Fire Prevention</u>					
<u>Officer</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$91,652.71	\$3,525.10	\$44.06	\$66.10	\$0.00
<u>40 Hr Captain</u>					
<u>Step 1</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$94,456.42	\$3,632.94	\$45.41	\$68.12	\$0.00

ARTICLE 25 – HEALTHCARE INSURANCE

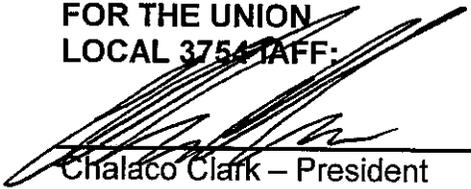
The Member contribution to the health insurance premium as set out in Article 25 for the Insurance Cycle in 2015 shall be:

- (1) Township premium responsibility 80%; Member premium responsibility 20%;
- (2) The Member responsibility for deductible payments for Insurance Cycle in 2015 shall be: Single Only \$1,000; Married, Single with Dependents, and Family \$2,000.

3. Unless otherwise agreed to by the parties, the August 31, 2010 through December 31, 2012 CBA shall be replaced and superseded by the new CBA upon the beginning effective date of that new CBA as set forth in Section 1, above.

[SIGNATURES ON THE FOLLOWING PAGE]

FOR THE UNION
LOCAL 3754 TAFF:


Chalaco Clark – President

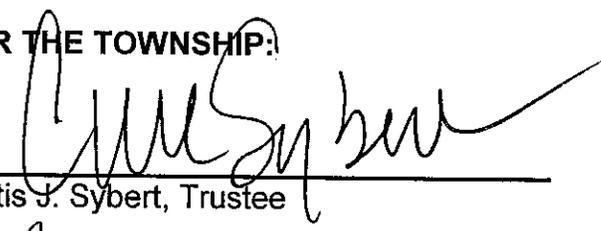
Matt Bowman – Vice President

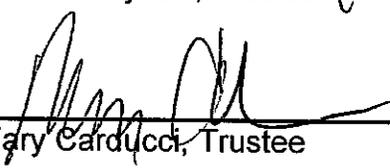
Bill Kahler – Secretary


Ryan Hanf – Treasurer

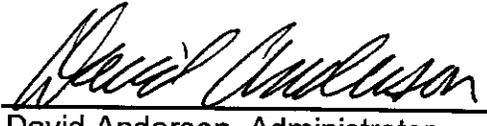
Josh Barnhart – Trustee

FOR THE TOWNSHIP:


Curtis J. Sybert, Trustee


Mary Carducci, Trustee

Robert Mann, Trustee


David Anderson, Administrator

Pursuant to Resolution No. 11-1102-01

CERTIFIED AND APPROVED:


Mark Gerber, Fiscal Officer