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AGREEMENT
BETWEEN
LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO
AND
LIBERTY TOWNSHIP PROFESSIONAL FIRE FIGHTERS
IAFF LOCAL 4394

June 1, 2013 – May 31, 2016

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Article 1 - Agreement

Section 1. This Agreement is between Liberty Township, Butler County, Ohio, (“Township” or “Employer”) and the Liberty Township Professional Fire Fighters, IAFF Local 4394 (“Union” or “Employees”).

Section 2. Sanctity of Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in location or place of business of either party hereto. The express provisions of this Agreement may be changed by mutual agreement between the parties, reduced to writing, dated, and signed by the Township Administrator, on behalf of the Township, and by the Union President, on behalf of the Union.

Article 2 - Statement of Purpose

Section 1. The Township, the Union, and each Employee shall use their best efforts to serve the citizens of the Township and the public in general:

- (a) To achieve better understanding, communication, and cooperation between the Township, the Union, and the Bargaining Unit;
- (b) To assure proper and uninterrupted provision of fire services to the citizens; and
- (c) To promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among the Township, the Union, and the Bargaining Unit.

Section 2. The Township, the Union, and each Employee will cooperate fully to comply with all applicable laws, regulations, and constitutional provisions forbidding discrimination on account of race, color, creed, religion, sex, political affiliation, or age.

Section 3. There shall be no discrimination, interference, restraint, coercion, or reprisal, by either the Township or the Union against any Employee because of Union membership or non-membership or participation or non-participation in any lawful activity on behalf of the Union.

Article 3 - Management Rights

Section 1. The Union recognizes that the Township shall have the exclusive right to manage the operations, control the premises, direct the work force, and maintain efficiency of operations. Among the Township's management rights, but not by way of limitation, and except as specifically modified in this Agreement, are the following:

- (a) To 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 Township, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) To determine the overall methods, process, means or personnel by which the Township's operations are to be conducted;
- (c) To maintain and improve the efficiency and effectiveness of the Township's operations;
- (d) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (e) To determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures, and general and special orders;
- (f) To lay off Employees, if deemed necessary;
- (g) To hire, schedule, promote, demote, transfer, and assign Employees;
- (h) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (i) To suspend, discipline, reduce, or discharge Employees for just cause;
- (j) To train or retrain Employees as needed in order for Employees to maintain certifications, including but not limited to certifications required by the State of Ohio for a fulltime fire fighter;
- (k) To determine the locations, size, and number of facilities;
- (l) To determine quality standards in order to promote efficient operations;
- (m) To select the type, quantity and quality of equipment, tools, and apparatus to be used in the methods of operating them and the responsibilities therefore; and
- (n) To effectively manage the workforce and Fire Department.

Section 2. The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Township.

Section 3. In the event the Township decides to contract-out or transfer services normally provided by bargaining unit members, it agrees to notify the Union at least ten (10) days in advance of such decision and, upon demand, negotiate the effects of the decision upon affected Employees' wages, hours, and conditions of employment.

Article 4 - Recognition and Dues Deduction

Section 1. While this Agreement is in the effect, the Township will deduct regular monthly Union dues and assessments from the wages of Employees who individually and voluntarily authorize and direct such deductions in writing. The authorization shall be revocable by written notice to revoke such authorization given by the Employees to the Township as provided in (c) below.

- (a) Upon written authorization of the Member, the Employer agrees to deduct from each Employee's bi-weekly wages the sum certified as Union dues, and deliver the sum to the Treasurer of Local 4394 not less than monthly. The Employer shall include with each remittance an itemized statement listing the Bargaining Unit Member by name, the period of time the deduction covers, and the amount of the Member's contribution.
- (b) The Union shall determine the amount of any Dues, Fees, and / or Assessments; the Treasurer of Local 4394 will certify the Union Dues amount to be deducted to the Employer. The Union will provide the Employer with at least two (2) calendar weeks advance notice of pending increase or reduction in dues.
- (c) The Employer shall be relieved from making such individual dues deductions upon the Employee's termination of employment, transfer to a position out of the bargaining unit, layoff from work, unpaid leave of absence, or written revocation of the dues deduction authorization by an Employee not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration of the Agreement.

Section 2. The Township recognizes the Union as the exclusive bargaining agent for the hours, wages, and terms and conditions of employment for all full-time, Fire Fighter / Paramedics and Lieutenants (hereinafter referred to as "Employees"), excluding Captains, Assistant Chiefs, Fire Chiefs, part-time employees, and all other Township employees. The terms of this Agreement cover and are limited to the Employees included within the Bargaining Unit for which the Union is recognized.

Article 5 - Union Business

Section 1. Upon reasonable notification to and approval by the Chief or his / her designee, a representative of the Union shall have access to the Township's premises for the purpose of conferring with management, delegates of the Union, and / or Employees for the purpose of administering this Agreement, provided that the Township's operation shall not be impaired and that the Township's workforce shall not be disrupted.

Section 2. The Township shall maintain at each station a bulletin board, which shall be used for the purpose of posting proper Union notices and for Union business. Such bulletin boards shall be placed in a prominent place. The bulletin boards shall not be used to post items that are obviously derogatory to management or to the Township generally. Department employees not included in the Union shall not be permitted to post materials on the bulletin board nor shall they be permitted to deface any items posted by the Union. Union members shall likewise respect and refrain from posting items on and / or defacing any other Township bulletin boards.

Section 3. No Union business may be conducted during work time without the prior approval of the Chief or his / her designee. The Employer agrees to allow the Union to use Township facilities for its monthly meetings and to allow on duty personnel to attend such meetings provided the Fire Chief or his / her designee in his / her sole discretion believes attendance does not interfere with overall operations.

Section 4. Employees may use any available paid time off other than sick leave to participate in conventions, pension business, educational conferences, and normal operating functions of the Union. Such absences shall be subject to any applicable regulations governing the use of said time off requests.

Article 6 - No Strike-No Lockout

Section 1. The Employer and the IAFF recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- (a) During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone, or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, or any other concerted activity that would interrupt the operation or services of the Employer.
- (b) During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees unless those Employees have violated Section 1(a) above.

Section 2. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section A above is / are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage, or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the Employees;
- (b) Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and
- (d) Post notices on the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 4. Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

Article 7 - Probationary Employees

Section 1. Newly-hired full-time Employees shall be considered probationary for a period of three hundred sixty-five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Township beyond the probationary period acquire seniority as of the first day of work.

Section 2. During the initial probationary period, the Township, including the Fire Chief, may discipline and / or discharge any probationer at-will, and such discipline and / or discharge shall not be subject to appeal under the arbitration procedure of this Agreement or Section 505.38 et seq. of the Ohio Revised Code.

Section 3. The parties agree that this Agreement shall be the sole and exclusive recourse available to the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law as to this entire Agreement, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10 (A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

Section 4. Newly-promoted Employees shall complete a promotional probationary period of one hundred eighty (180) calendar days from the first day such Employee serves in the higher rank. Newly-promoted Employees shall have the full effect of all benefits and provisions provided for within this Agreement during such promotional probationary period. Any Employee, who, in the sole discretion of the Fire Chief, fails probation, shall be returned to their former position just prior to promotion with all applicable wage or benefit increases that would have normally accrued. A failure of probation is not a disciplinary action and is not subject to appeal under the arbitration provisions of this Agreement.

Section 5. Any probationary Employee who is absent for more than thirty (30) days during an initial probationary period will receive an automatic extension of the probationary period equal to the period of absence. Notice of such extended probationary period will be given, in writing, to the Employee with the new probationary period ending date prior to the end of the initial probationary period. If the Employee successfully completes the extended initial probationary period, this promotion shall be effective on the Employee's anniversary date. All

wage and benefit levels will be retroactive to the Employee's initial anniversary date for any initial probationary period extension upon successful completion of said probation.

Section 6. The parties may also mutually extend the promotional probationary period by mutual agreement, in writing, for a period of up to one hundred eighty (180) calendar days.

Article 8 - Grievance and Arbitration Procedure

Section 1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, disciplinary action, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

- (a) Step 1: Within a reasonable time, not to exceed five (5) calendar days, excluding weekends and holidays, following the date of occurrence, or date when such dispute should have been reasonably discovered, whichever is later, an Employee having a grievance and / or his / her Union representatives shall put the grievance in writing and take it to the Assistant Chief on his shift. The Assistant Chief or his / her designee shall give his / her answer to the Employee and / or his / her Union representative within five (5) calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this ten (10) calendar day period from the date of the occurrence or discovery to the Step 1 answer, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.
- (b) Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Fire Chief or his / her designee. A grievance so presented in Step 2 shall be answered by the Fire Chief or his / her designee within five (5) Calendar days, excluding weekends and holidays, after its presentation.
- (c) Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) Calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the Township Administrator, or if none exists, to the President of the Board of Township Trustees. A grievance so presented in Step 3 shall be answered by the Township within five (5) Calendar days, excluding weekends and holidays, after either its presentation to the Administrator or the date of the meeting, whichever is later.
- (d) Step 4: A grievance that has not been resolved at Step 3 may, within ten (10) Calendar days, excluding weekends and holidays, be referred for arbitration by

either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) or American Arbitration Association (“AAA”) at the choice of the requesting party and-by sending a copy of the notice to the other party.

- (1) The arbitrator shall be a mutually agreed upon neutral third party selected from a list furnished by AMS or AAA of nine (9) potential arbitrators who maintain offices within one hundred (100) miles of Liberty Township, Ohio. The arbitration shall be conducted in accordance with AMS or AAA rules.
- (2) Costs of the services of AMS or AAA, the fee of the arbitrator, and rent (if any) for the hearing room shall be borne equally by the Township and the Union. The expenses of any non-Employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be split equally, if both parties request a copy of the transcript.
- (3) The award of the arbitrator hereunder shall be final and binding upon the Township, the Employee(s) involved, and the Union.
- (4) The arbitrator’s sole function shall be to interpret this Agreement. The arbitrator shall not have any authority to add to, subtract from, or modify any of the terms of this Agreement.
- (5) The question of arbitrability of a grievance must be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator’s jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance shall be heard on its merits before the same arbitrator.

Section 2. Where a group of Employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one grievance. Only one (1) Employee will be required to prosecute the grievance.

Section 3. Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration procedure.

If the Employer fails to timely respond to a grievance as provided herein, the grievance shall be deemed denied and automatically proceed to the next step.

Section 4. Time limits, grievance steps, or other procedural matters required under this Article may only be waived and / or extended by written mutual agreement of the parties.

Section 5. An Employee serving an initial bargaining unit probationary period shall not be permitted or entitled to use the arbitration procedure for any disciplinary purpose.

Section 6. It is the intention of the parties that as to all matters involving discipline and termination of Employees that this Agreement's procedures apply in lieu of the otherwise applicable provisions of Ohio law, including Ohio Revised Code § 505.38, et seq.

Section 7. In each step of the grievance procedure, representatives may be present at such meetings to help bring resolution to the grievance at the earliest point possible in the interests of both parties to this Agreement. Witnesses and / or evidence may be presented which may relate to the resolution of the grievance.

Section 8. The Township and the Union shall jointly develop a grievance form, which will be made readily available to all bargaining unit Employees upon request.

Section 9. An Employee shall be given a reasonable time to consult with his / her designated representative during the working hours relative to a grievance matter after first notifying his / her immediate supervisor of such desire. Such privilege will not be abused by the Employee, shall not be unfairly withheld by the supervisor, and shall be consistent with the mutual duties of all parties to assure the safety of the citizens.

Article 9 - Policies, Procedures, Personnel Files, and Discipline

Section 1. The Township has the right to establish work rules, policies, and procedures consistent with its management rights to regulate Employees in the performance of the Township's fire services and programs. To the extent any work rules, policies, and procedures have been or will become reduced to writing, copies will be made available for review by all Employees.

Section 2. Work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees covered by this Agreement under similar circumstances. Nothing herein shall be interpreted as a waiver by any member of his right to challenge the uniform application of any such work rule, policy, or directive through the grievance and arbitration procedure.

Section 3. Furthermore, in explanation of the Township's right to promulgate rules and regulations, general orders, and standard operation procedures, as set forth above, neither the Union nor the Employees shall have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Township's existing or future rules and regulations, general orders, or standard operation procedures, provided that the Township has given the Union and the Employees ten (10) days prior notice of such proposed rules or regulations and has permitted the Union, upon request, to meet and discuss the proposed rules impact on the terms and conditions of employment provided further, that if such a rule materially affects the Employees terms and conditions of employment and is a mandatory subject of bargaining, the Employer will negotiate the proposed rules impact on such term or conditions of employment. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

Section 4. The Township, including the Fire Chief, shall have the right to discipline, suspend, demote, discharge, or otherwise remove any Employee for just cause. In the event of a proposed suspension, demotion, removal, or discharge, the grievance and arbitration procedure of this Agreement shall exclusively apply.

Section 5. The Township shall maintain Employee personnel files in accordance with the following guidelines:

- (a) Public Access to Personnel Files: If, under the Public Records Act, a non-employee requests to inspect an Employee's personnel records, the Employee will be notified of the date and time of the inspection, if practical, and given an opportunity to review the file or information prior to the inspection. If access is given to an Employee's personnel file to persons outside the employment of the Township without the prior knowledge of the Employee, a reasonable effort will be made by the Township to inform the Employee of same after the fact.
- (b) Records of Disciplinary Actions: Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file. Verbal counselings and records of verbal counseling are not considered disciplinary actions, will contain a statement to that effect, as such, are not subject to the grievance and arbitration procedure, and may be expunged from the file upon the written request of the Employee after six (6) months from the date of occurrence. Written reprimands may be kept in an Employee's personnel file up to twelve (12) months from the date of the last occurrence. Suspensions of twenty-four (24) hours or less may be kept in an Employee's personnel file for up to twenty-four (24) months from the date of the last occurrence. Suspensions of seventy-two (72) hours or less may be kept in an Employee's personnel file for up to thirty-six (36) months from the date of the last occurrence. Suspensions of more than seventy-three (73) hours may be kept in an Employee's personnel file for up to forty-eight (48) months from the date of the last occurrence. If no further disciplinary action has been taken against the Employee, the discipline will be expunged from the file upon written request.
- (c) Employee Access to Personnel Files: A request, upon reasonable notice by an Employee, may be made to inspect his or her personnel file, provided such requests have not been made more than once in any rolling thirty (30) day period. The following requirements govern such requests:

- (1) The Employee shall inspect the personnel file at any time mutually agreeable to the Employee and the Township Administrator or his or her designee;
- (2) If the Employee objects to any item in the personnel file, the Employee may provide a written clarification or explanatory response for inclusion in the file, which will be maintained for the same length of time as the underlying item(s) to which it refers.
- (3) Employees may request copies of items in their personnel file to be paid for at the requesting Employee's expense.

Section 6. Disciplinary Procedure. The Employer may take disciplinary action against any Employee in the unit only for just and sufficient cause. Forms of disciplinary action include: written reprimand, suspension (with or without pay), demotion, and discharge. Discipline shall take into account the nature of the violation, the Employee's record of performance and conduct, and any prior discipline. Discipline penalties shall be appropriate to the offense, and, as such, forms of discipline noted above do not necessarily represent a systematic order to be followed.

- (a) When it becomes known that an Employee may have committed an offense which could lead to suspension, demotion, or discharge, the Fire Chief shall conduct a pre-disciplinary conference prior to the presentation of proposed discipline to the Township Administrator.
- (b) Prior to an imposition of a proposed suspension, demotion, or discharge, the Employee shall be entitled to a hearing within thirty (30) calendar days before the Township Administrator. The accused may be represented by counsel or a Union representative of his or her choosing. Following the presentation of all evidence and testimony, the Township Administrator shall determine what discipline, if any, is appropriate. In the event the Township Administrator imposes a suspension, demotion, or discharge, the Employee may appeal such action to the Grievance and Arbitration Process pursuant to Article 8, Grievance and Arbitration Procedure" hereof.
- (c) Discovery: Upon written request by the Employee or his designated Union representative, all documents, written statements, recordings, and reports

associated with the incident in question for which the Employee is being subjected to discipline / discharge shall, if requested, be furnished to the requesting party no later than seventy-two (72) hours prior to the disciplinary hearing before the Township Administrator. If such discovery is exercised by the Union or Employee, the Union / Employee shall provide the Employer a list of witnesses and documents to be used in the disciplinary hearing at least twenty-four (24) hours in advance of such hearing.

Article 10 - Hours of Work and Overtime

Section 1. Hours of Work.

- (a) So long as the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, are applicable to state and local government fire department Employees, the Township shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. At the time of this Agreement, the biweekly standard applicable to local government fire departments is one hundred six (106) hours. The Township reserves the right to adjust its pay periods and overtime periods up to twenty-eight (28) days and two hundred twelve (212) hours or the maximum allowable by the United States Department of Labor.
- (b) For purposes of this Agreement, a standard workday or tour-of-duty for a 24/48 Shift Employee shall be defined as a twenty-four (24) continuous hour period beginning with the starting time of the Employee. A work period of twenty-eight (28) days is herein adopted pursuant to section 207 (k) of the FLSA. Optionally, a forty (40) hour Shift Employee shall be assigned a defined workday determined by the operational needs of the department as scheduled by the Fire Chief or his / her designee. This workday shall allow for flexibility (i.e. Five – eight hour workdays, four – ten hour workdays.)
- (c) The normal work schedule for a 24/48 hour Employee shall be a twenty-four (24) continuous hour workday or tour-of-duty followed by forty-eight (48) hours of continuous off time, except as modified by the compensatory time policy adopted later in this Article. The normal schedule for a forty (40) hour Employee shall be flexible in regards to his / her schedule, with no more than five (5) scheduled workdays in a given week with at least two days off in the same week.
- (d) Employees are required to respond to emergencies during meal and rest periods and will be compensated without interruption.
- (e) The Township may need to adjust an employee's work schedule from unit-day to unit-day in the 24/48 rotation; as well as, vary the starting and ending time of the tours-of-duty to meet the operational needs of the Township. Such change shall not alter the affected employee's hours of work. The Township will post changes at least seven (7) days in advance and will make every effort to promptly notify

Employee(s) of changes in the posted schedule. In the event of an emergency, the Union recognizes the Township may need to fill the shift immediately.

- (f) When there is a change from Eastern Standard Time to Eastern Daylight Time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

Section 2. Overtime and Compensatory (Comp) Time.

- (a) With respect to each 24/48 Employee, the compensatory time policy shall apply to any Employee who works in excess of the normally scheduled shifts. Any such overtime accrued must have the prior approval of the Fire Chief or the Employee to whom the Fire Chief has delegated scheduling authority.
- (b) Employees working overtime shall be compensated at one and one-half (1½) times their applicable hourly rate outlined in Appendix A.
- (c) The Union and the Fire Chief shall establish a MOU regarding the fair and consistent distribution of and payment practices for overtime worked by bargaining unit members prior to the effective date of this Agreement.
- (d) Approval: The Fire Chief may, in his / her sole discretion, grant compensatory time in lieu of overtime when requested by the Employee. Compensatory time accumulates at a rate of one and one-half (1½) times each hour worked as overtime. For example: twenty-four (24) hours worked as overtime is applied to the compensatory time off balance as thirty-six (36) hours.
- (e) Limit on Accrual: No Employee shall be permitted to accrue more than seventy-two (72) hours of unused compensatory time. Any Employee who has accrued unused compensatory time to the maximum limit shall be paid in cash for any additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment.
- (f) Pursuant to 29 CFR 553.23, the parties agree that a compensatory time policy for "FLSA Overtime" is adopted in lieu of overtime payments in cash for normally scheduled tours. This policy is established to address the maximum of two hundred eight (208) hours to be worked in a twenty-eight (28) day work period. It

is the objective of the parties that each 24/48 Employee will work an average of fifty-two (52) hours per week, which equates to two hundred eight (208) hours in a twenty-eight (28) day work period. Because the number of tours-of-duty in each twenty-eight (28) day work period will vary, Employees will often actually work in excess of two hundred eight (208) hours in a work period. To address this situation, each 24/48 Employee shall be entitled to compensatory time off on a regularly scheduled workday every one and sixty one-hundredths (1.60) twenty-eight (28) day work periods which averages to eight (8) per year. This compensatory time off shall be in the form of a contiguous twenty-four (24) hour work reduction day, which shall be referred to as an “Earned Day Off” (EDO) for purposes of convenience only. Employees assigned to a forty (40) hour shift will work an average of forty (40) hours per week or one hundred sixty (160) hours in a twenty-eight (28) day work periods and thus shall not be entitled to an EDO.

- (g) Use of the EDO shall be restricted to certain hours of work only and shall not be carried over from one year to the next. Selection of an EDO day shall be done in accordance with seniority and Employees may move their scheduled EDO only with approval of the Fire Chief or his / her designee. The Fire Chief reserves the right to designate the EDO days available and may adjust and revise the EDO schedule as staffing needs dictate; provided that if there is a revision in the EDO schedule, any Employee affected by the revision will have the EDO time adjusted so as not to lose the overall benefit of one (1) day off every one and a half (1.5) months for an average of eight (8) EDO’s per year. There shall be no compensation or hours credited toward the standard of two hundred eight (208) hours in a twenty-eight (28) day work cycle earned by the Employee on the EDO.
- (h) The Fire Chief reserves the right to hire additional full-time 24/48 Employees whose shift will not be the same as other Employees. These individuals may be rotated in their schedule in order to address EDO scheduling needs dictated by the compensatory time policy.

Section 3. Miscellaneous.

- (a) 24/48 Employees are to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in Appendix A of

this Agreement. The parties recognize that hours of work under the normal tours-of-duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the Employee is called upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time ($\frac{1}{2}$) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 CFR 778.114, shall be used and paid to each Employee through the compensatory time policy described above.

- (b) Assignment, approval, documentation, compensation, and other matters regarding overtime, or hours worked beyond the regular work week, except as specifically provided in this Agreement, will be subject to Township rules, regulations, general orders, procedures, and resolutions, except as such changes may be required by federal wage and hour law, rules, and regulations.
- (c) Call-Out Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but in no event shall receive less than two (2) hours pay at the applicable rate.
- (d) Court and Jury Pay: Employees subpoenaed to appear in court during off-duty time on Township business will be paid their applicable rate of pay for all time spent in court, or for a minimum of two (2) hours, whichever is greater. An Employee is entitled to reimbursement for expenses or mileage (if he / she used his / her personal vehicle) relating to court duty. All Employees, who are called to serve as jurors, will receive their regular pay as if they were working and shall surrender any juror pay received from the court to the Township. Upon discharge from jury duty, the Employee must immediately contact his / her supervisor for instructions concerning reporting back to work.
- (e) Training: When Employees are called back for training sessions outside their regular hours, they will be paid their applicable rate of pay for all time spent in training, or for a minimum of two (2) hours, whichever is greater.

- (f) Meetings: When Employees are either required or approved by the Fire Chief to attend meetings outside their regular hours, they will be paid their applicable rate of pay for all time spent in the meeting, or for a minimum of two (2) hours, whichever is greater.
- (g) Trades: Employees may trade during scheduled hours for another Employee, if prior approval is received by the Fire Chief or his / her designee. The substituting Employee shall be excluded from FLSA overtime calculation for hours of work. Employees shall not be permitted to trade between classifications, as Firefighters may only trade with other Firefighters (e.g., not Lieutenants).
- (h) Donation of Leave: An Employee may, at his / her option, donate to another Employee who is sick or injured and in need of leave provided that said Employee is without enough accumulated sick hours subject to approval by the Employer. Such donated leave must be in writing and be verified by the Employer. No Employee shall donate more than forty-eight (48) hours of sick leave and / or forty-eight (48) hours of vacation leave to the same Employee in a calendar year.
- (i) All benefits shall be maintained and continue to accrue during any period of paid leave or paid time off. Compensatory time off requests shall be processed like vacation requests indicated in Article 13. Also, finding shift coverage shall not be the responsibility of the requesting Employee for any period of leave or time off outlined in this Agreement as long as the request has been submitted at a minimum of nine (9) and a maximum of three hundred sixty five (365) calendar days before the time off period requested. All vacation, compensatory, and holiday time off requests shall be approved, so long as no more than three (3) bargaining unit members are already scheduled off using vacation, compensatory, or holiday time. Approval of additional bargaining unit personnel to take vacation, compensatory, or holiday time off beyond three (3) bargaining unit personnel lies with the discretion of the Fire Chief or his / her designee. All time off requests shall be responded to within ninety six (96) hours.

Article 11 - Holiday Pay

Section 1. The following shall be recognized holidays for Employees covered under this Agreement: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Afternoon of day preceding Christmas Day holiday, Christmas, and Afternoon of day preceding New Year's Day holiday. 24/48 Employees shall observe these holidays on the day the holiday actually occurs 40-hour Employees will observe the holidays as all other Township employees.

Section 2. Employees working a 24/48 schedule will be entitled to a holiday allotment of eighty eight (88) hours per year (eight (8) hours for each of the eleven (11) holidays listed above). The Employees may choose to take up to forty eight (48) hours per year of their holiday allotment as holiday time. Holiday time may not be used until after the holiday has accrued. Holiday time has to be used prior to November 1st. An Employee will follow the procedures as established in Article 13, Section 4 in scheduling his / her holiday time. The remaining holiday allotment will be paid as set forth in Article 15, Section 5 of this Agreement.

Section 3. 24/48 Employees will be required to work on their scheduled holidays until such a time that the Fire Chief deems staffing levels are sufficient to allow the absence of full-time Employees. However, 24/48 Employees may trade on holidays, between themselves.

Section 4. 24/48 Employees called in to work on a holiday that he or she is not otherwise scheduled for shall receive twice their regular pay for that particular holiday, in addition to the annual holiday check.

Section 5. In order for Employees to receive holiday pay, they must work their regularly scheduled tour before the holiday and their regularly scheduled tour after the holiday and, if scheduled, the holiday. Employees on any approved paid leave or EDO shall be considered as working their regularly scheduled day for the purposes of this Article.

Article 12 - Drug and Alcohol Testing

Section 1. Purpose. The Employer and the Union recognize that drug use by Employees is a threat to the public welfare and the safety of fire personnel.

- a) To establish and maintain a safe, healthy, working environment for all Employees;
- b) To eliminate or absolve illicit drug use through education and rehabilitation of the affected personnel;
- c) To provide assistance toward rehabilitation for any Employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs;
- d) To establish measures to identify a substance abuse problem; and
- e) To comply with the requirements and prohibitions contained in applicable federal, state,* and local laws.

**When working or traveling in a state other than Ohio, there may be adjustments to applicable rules and practices of this program. (Refer to Program Administrator.)*

Section 2. Understanding the Program. For further comprehending of words and phrases used to explain this program, please refer to Appendix C. Questions and concerns about this program should be addressed to supervisors, applicable, Union representatives, and / or the Program Administrator.

Section 3. Employee Education. Employees will receive annual education to include information about:

- Alcohol and other substances and their impact on the workplace;
- What Employees should know about resources for assistance with problems related to alcohol or other drugs; and
- The roles and responsibilities and terms of this DFWP for both the Employee and the Township.

Section 4. Supervisor Training. Supervisors will annually receive training in addition to Employee education on their roles and responsibilities in administering the program. They will learn:

- To recognize signs and symptoms of potential substance use and abuse;
- To document appropriately; and
- To make appropriate referrals to the Township authorized Employee Assistance

Program (EAP) or testing as needed.

Any Employee having reasonable suspicion that another Employee or management person may be in violation of this program should make a confidential report to an appropriate Union representative, the Program Administrator and / or a trained supervisor so that a confidential investigation can be made.

Section 5. Employee Assistance. Employees are encouraged to seek help voluntarily to address any problem regarding alcohol or another drug. Resources include the EAP and the Alcohol and Drug Abdication Services Board (ADAMH) serving the County which can direct callers to community services including those that allow the Employee to pay according to his / her ability.

Employees entering assessment / treatment are responsible for associated costs and expenses not covered by an available medical health plan and / or another available contracted program such as an Employee Assistance Program (EAP) to which the Employee has access.

Employees who undergo voluntary counseling or treatment and who continue to work are subject to the same job performance and behavior standards as other Employees. As is the case of all Employees, those seeking voluntary counseling or treatment who fail to meet performance standards will be subject to corrective action.

When the Township is involved with an Employee's substance abuse assessment, treatment and / or recovery process, the terms and responsibilities may be agreed upon in a formal agreement between the Employee, Township, Union, and the health providers.

Section 6. Drug and Alcohol Rules. This Program prohibits the possession of drug paraphernalia not consistent with the performance of an Employee's job duties and / or the use, possession, purchase, receipt, sale, distribution, manufacture, or being "under the influence"* of illicit drugs and / or alcohol on "Township property"* or "on the job."* The rules also outline the Employee's responsibilities regarding the use of prescription and over-the-counter drugs:

**These terms are defined with detail in Appendix C, Explanation of Terms.*

Note: If it falls within the regular scope of the Employee's job responsibilities, possession / use / purchase of drugs and / or alcohol by an Employee while on the job will not be considered a violation of this program (although at no time may an Employee be "under the influence" as defined in this program).

a) **Employee Use of Drugs:** Employees who are "under the influence of" (defined for

this DFWP as “Positive Test”), or who use, possess, purchase, receive, sell, distribute, or manufacture prohibited or illicit drugs (as defined in this DFWP) while on the job or Township property (as defined in this DFWP) are in violation of this program. Prohibited levels for drugs that will constitute a program violation are defined as “Positive Test.”

- b) **Employee Use of Alcohol:** Employees who are “under the influence of” (defined in this DFWP to mean at or above 0.4% BAC), or who possess, consume, purchase, sell, receive, distribute, or manufacture alcohol while on the job or Township property are in violation.
- c) **Exceptions When Alcohol is Permitted:** If there are exceptions to when Employees are permitted by the Township to consume alcohol in relation to work, they will be notified by management.

Employees who use, possess, or purchase alcohol while on the job (as defined in this Program), at Township functions, or on Township business (e.g. an association’s special event, while traveling, etc.) are required to have permission in advance from the Program Administrator. Without such permission, the Employee will be in violation of this Program.

These exceptions do not permit an Employee to become under the influence of alcohol while on the job.

Under no circumstances can alcohol be consumed by, or made available to, a minor (any individual under the age of 21) on the job or on Township premises or Township-related activities.

- d) **Prescription and Over-The-Counter Drugs:** Employees who are prescribed medications shall advise their physicians of the Employee’s job duties which include driving fire apparatus, climbing ladders, EMT / paramedic services, etc. so the physician may advise the Employee whether any prescribed medication will adversely affect the Employee’s ability to safely and proficiently perform his / her job. In the event that the prescribed medication will adversely affect the Employee’s ability to successfully perform the duties of his / her job, the Employee shall be instructed not to report to work. The Employee shall provide a document from his / her physician(s) stating there is no appropriate medication which would not adversely

affect the Employee's ability to safely and proficiently perform the duties of his / her job. Under this circumstance, the Employee may use sick time, vacation, or compensatory time until he / she can obtain a release to return to work from the physician(s).

- e) **Use That Impacts the Workplace:** Personal use of illicit drugs or alcohol off-the-job in a way that affects job performance, conduct or attendance, and / or threatens the safety, productivity, public image, or property of the Township or its Employees, is a violation of this DFWP.

This may include, but is not limited to, being convicted of DUI or a drug and / or alcohol-related offense.

It will be seen as a violation of the Township's DFWP if any Employee using a Township car or other Township property for personal use violates state motor vehicle or other laws regarding possession, use, or sale of alcohol or controlled substances.

IMPORTANT NOTE: Employees using Township property for personal use are expected to act responsibly and exercise good judgment as it relates to alcohol and drugs.

- f) **Employees Who are On-Call:** Should a situation occur in which the Employee is contacted to report for duty and has consumed alcohol in the past 4 hours and / or believes that he / she may be under the influence as defined in this program, the Employee is required to notify his / her designated supervisor or manager. It will be determined if the Employee in question should report to work. Employees who are *scheduled* on-call are prohibited from being under the influence of alcohol as defined in this program.

- g) **Compliance With Required Testing:** Employees required to submit to any drug and / or alcohol test outlined in this program must, as a condition of continued employment with the Township, submit timely to any required drug and / or alcohol test, consent to testing, sign the appropriate forms, make no attempt to switch, adulterate, or alter any sample or specimen, and must comply with all specimen collection and chain-of-custody procedures. Failure or refusal to cooperate will constitute a violation of this program.

- h) **Confidentiality:** Anyone having information relating to an Employee’s suspected problem with drugs and / or alcohol; the results of a drug or alcohol test; the referral for or determination of a substance abuse assessment; and / or the treatment needs of an Employee is prohibited from this information to anyone without a “need to know” (refer to Appendix C. *Explanation of Terms*, “Confidentiality”). Any such breach of confidentiality or improper disclosure will constitute a violation of this program.
- i) **Reporting Convictions:** In compliance with Federal law (Drug-Free Workplace Act of 1988), if the Township receives a Federal grant or does contract work with the Federal government of at least \$100,000 / year the Employees will be responsible for following: Any Employee who is convicted under any federal or state criminal drug statute for a violation occurring in the workplace or occurring while conducting Township business must report the conviction to the Township within five (5) days of the conviction.

NOTE: Violations of this Program will not be reported to law enforcement officials unless required by a regulatory body or provision of law.

Section 7. Testing Applications. Testing is an objective way to know with certainty whether an individual has drugs or alcohol in his / her system. Under this program, Liberty Township may test for drugs and / or alcohol in the following circumstances:

- Pre-employment;
- Where there is reasonable suspicion of prohibited drug or alcohol use, as defined in this program;
- After an accident, as defined in this program;
- On a systematic computer-generated (random) basis;
- Before returning to duty following a DFWP violation;
- As follow-up to treatment and / or assessment; and
- When required by State or Federal government regulations.

a) **Post-Accident Testing:** Determining when a post-accident test is necessary will be a 2-step process / criterion:

Step 1: Does the incident qualify as an accident as defined in this DFWP (refer to Appendix C).

Step 2: Any Employee who may have caused or contributed to an “on-the-

job” accident (as defined in this DFWP) will be required to submit to a *drug* test. If the situation involved a direct threat of serious injury or damage (even if the accident did not result in such), then an *alcohol* test will also be required. A post-accident drug / alcohol test will be administered as soon as possible after necessary medical attention is administered; preferably within 8 hours for alcohol and 32 hours for drugs.

Failure to comply with post-accident testing when directed by the supervisor or Program Administrator may be deemed a refusal to be tested under the Township’s DFWP and therefore a program violation, which will result in consequences (“corrective action”) up to and including termination.

- b) **Reasonable Suspicion Testing:** A reasonable suspicion test will occur when initiated by a trained supervisor and based upon documentable evidence of suspected behavior (see definition for “Reasonable Suspicion”).

Supervisors who have a reasonable suspicion to believe an Employee is under the influence of alcohol or prohibited drugs shall immediately relieve said Employee from duty in order to protect said Employee, fellow Employees, and the public from harm.

The supervisor shall notify his / her supervisor or another trained supervisor if his / her supervisor is not available. Both supervisors will interview the Employee (when feasible) and determine if a test is required. If the two supervisors disagree as to the condition of the Employee, the Program Administrator or designee will be notified and shall decide the issue. All supervisors involved in the situation and decision to relieve the Employee from duty shall document their reasons and observations for reasonable suspicion within 24 hours of the start of the situation.

An Employee required to submit to “reasonable suspicion” testing, in most cases, will be placed on administrative leave and continue to be paid at the Employee’s regular rate of pay; or at the overtime rate, if applicable, for the hours scheduled for overtime, until the time when the Township receives the test results.

If the test results are positive, the Employee normally will not be paid for the

administrative leave time needed to await the test results. However, Employees will be allowed to use their accrued paid leave and if necessary, unpaid leave for required administrative leave.

For the safety of the Employee, other Employees, and the general public, if the Employee in question is sent for reasonable suspicion testing, he / she will not drive a vehicle. If the Employee refuses assistance with transportation, he / she will be in violation of this DFWP and he / she will be subject to corrective action, up to and including termination. If the Employee drives off the Township premises, the Program Administrator or supervisor may call local law enforcement explaining the situation and providing the Employee's license plate number.

- c) **Random Testing:** Ten percent (10%) of the Township's safety-sensitive Employees will be randomly selected over the course of the year for neutral selection drug testing.

Random or "neutral" selection testing occurs pursuant to an objective and non-discretionary computer program operated and maintained by an outside contractor. (See definition for "Systematic Computer Generated [Random] Testing.")

All safety sensitive Employees in the selection pool, including those previously selected for testing, have an equal chance of being selected each time neutral selection occurs. This means any safety sensitive Employee may be selected more than once while others may not be selected.

A safety sensitive Employee reports for random testing immediately following notification of selection and returns to duty immediately after the collection process is completed.

The safety sensitive Employee remains paid-on-the-clock the entire time, unless the Employee purposely causes delay.

Section 8. Testing Assurances.

- a) **Payment for Test:** The Township will pay the cost of any test it requires of an Employee except:
- When testing is required by chemical dependency professional as part

of assessment, treatment, or follow-up to either; and

- For a re-test when the Employee challenges a test result.

b) **Scientific Accuracy for Protection:** To ensure the accuracy, reliability, and integrity of testing as well as the safety of Employees, only labs certified by the federal Substance Abuse Mental Health Services Administration (“SAMHSA-certified”) will be applied; which applies the procedures and chain-of-custody guidelines recommended by the federal Department of Health and Human Services (DHHS) and required by the federal Department of Transportation (DoT) (timing of the MRO / Employee exchange may vary). Normally, urine will be used to test for drugs. Breath, saliva, or when necessary, blood will be used to test for alcohol. To assure accuracy, a preliminary *drug* screen (screening test as defined in this program) will be confirmed through another test, gas chromatography / mass spectrometry (GC/MS). As well as, a breath or saliva screen will be confirmed with evidential breath technology (EBT) when testing for *alcohol*.

The process and science that are applied for testing are virtually 100% accurate. However, the Union and the Township agree that security of the biological urine sample is absolutely necessary; therefore, the Township agrees that if the security of the specimen is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

c) **Operational Standards for Protection:** The Township had adopted not only testing but operational procedures that endeavor to respect Employees’ privacy and confidentiality concerns to the greatest extent possible while at the same time provide for accurate testing. When an Employee goes to the collection site for a drug or alcohol test, he / she will be asked to verify their identity with photo identification.

This program also has established protocols for the different roles within the process of a substance test. For example, a reasonable suspicion test will occur based upon objective, documentable suspicious behavior after a trained supervisor confers with the Program Administrator and / or another trained supervisor. Whenever possible, the supervisor will discuss reasonable

suspicion testing situation with the Employee in a private location.

- d) **Medical Review Officer Protection:** In addition, before a positive test result is reported to Liberty Township, the test will be reviewed by an outside medical review officer (MRO) who is a licensed physician. The MRO will attempt to contact the Employee for further information. If an Employee has a legitimate medical explanation for the positive test and the MRO has verified the explanation, the test will be reported as a negative for the records.
- e) **Employee Right of Appeal:** The Employee has an additional option to request and pay for a re-test of the original split specimen if he / she believes there has been a mistake by the lab. This request must be made to the MRO within 72 hours from when the Employee is notified by the MRO or employer (whichever comes first) that the test is positive.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. That is, the urine is divided into two, secured specimen bottles. If the test result from the primary specimen is positive, the Employee may request the Medical Review Officer arrange for a re-test to be performed on the split (second scored specimen).

The Employee will remain on administrative leave as this test is being performed on the original specimen at another SAMHSA-certified laboratory using the same procedures. If the results of the second test are negative, the Employee or the former Employee will be treated as having had a negative test under this program.

Employees must submit full payment for the cost of any re-test before any such re-test will occur. In the event that the re-test is negative, the Employee will be reimbursed for the cost of the test.

Section 9. Inspections. An inspection based upon reasonable suspicion as defined in this program that an Employee may be in violation of this program is another tool reserved to help administer this program and maintain a drug-free workplace. Law enforcement authorities may be contacted and requested to come onto Liberty Township's property when appropriate in conjunction with a possible referral for criminal prosecution.

Section 10. Consequences for Program Violations (Corrective Action). Any violation of any rules or requirements of this DFWP, including first offense, may be a basis for corrective action, subject to Article 9 of this collective bargaining agreement.

If an Employee is referred to a chemical dependence professional for a suspected or verified violation of this DFWP, he / she will be required, as a condition of continued employment, to enter into a Participation / Work Accommodation Agreement which may include follow-up testing.

If an Employee is terminated as a result of this program, his / her termination notice will indicate “misconduct – rule violation” as the reason. The termination will be deemed “for cause.”

Employees should also be aware of the following possible corrective action for a positive drug and / or alcohol test:

- a) **Attempts to Adulterate, Substitute, or Refuse Testing:** Refusal to test (refer to Appendix C), attempts to adulterate a specimen or test, substitute a specimen or manipulate a test in any way will result in the same consequences as those for a positive test unless there is verifiable medical reason.
- b) **Dilute Specimen:** A “dilute” or a “negative dilute” test will require the Employee to go through an unannounced re-collection and test. This may be administered under direct observation by the MRO. Following federal models, a “positive dilute” will normally be treated as a positive test.
- c) **Consequences for a First Positive Alcohol or Drug Test:** Employees should be aware of the following possible consequences for a positive drug and / or alcohol test:
 - i. Employees within their new-hire probationary period of employment will be terminated if they have a positive test for either alcohol or drugs.
 - ii. If it is beyond the first new-hire probationary period of employment and the first time the Employee tests positive, he / she will be referred to substance abuse assessment and, if needed, treatment as defined in this DFWP. In addition, the Employee may be subject to other corrective action in

accordance with the procedures outlined within the collective bargaining agreement.

d) **Return-to-Duty and Duty Assignment Following Assessment and Any Necessary Treatment:** An Employee who is referred for assessment and any necessary treatment (as defined in this Program) following a positive drug and / or alcohol test, and who qualifies to return to work (if applicable) will be required to comply with the return-to-duty process:

- The Township has verification from the assistance professional that the Employee may return-to-duty, and
- The Employee must undergo another test with a negative result before they can return to work (i.e. the “return-to-duty” test).

NOTE: An Employee who tests positive will not be permitted back on the job until the return-to-duty process (stated above) is satisfied.

If an Employee is referred to a chemical dependency professional for an assessment, he / she will be required, as a condition of continued employment, to enter into a Participation / Work Accommodation Agreement which may include unannounced follow-up testing. The frequency and duration of follow-up testing will be determined with input from a qualified chemical dependency professional.

Any Employee who declines such a referral, declines to enter into a Participation Agreement with the Township, leaves assessment / treatment prematurely, or fails to abide by all aspects of his / her assessment / treatment program and / or Participation Agreement will be in violation of this DFWP.

Except for the return-to-duty test, the cost for any of the return-to-duty responsibilities will be the responsibility of the Employee. Some of the expenses may be covered by insurance and / or another program such as an Employee Assistance Program (EAP) to which the Employee has access.

Employees will be allowed to use their accrued paid leave and, if necessary, unpaid leave for the necessary time off involved in assessment and treatment process.

Once an Employee successfully completes treatment, he / she shall be

returned to his / her regular duty assignment.

- e) **Another Positive Alcohol or Drug Test:** For those Employees who test positive for drugs and / or alcohol after a first positive test and resulting assessment, the Township reserves the option to determine the consequences but will normally terminate the Employee. The degree of action chosen will depend upon the circumstances of each case.
- f) **Employees Assessed and *Not* In Need of Treatment:** Employees who are referred for assessment following a positive drug and / or alcohol test and who are found *not* to need treatment will be subject to the reinstatement guidelines. In addition, they will be required to attend Township-authorized education about alcohol misuse and drug abuse.

Section 11. Confidentiality. The Township will secure in a file other than a personnel file, drug and / or alcohol collection / laboratory testing paperwork; testing results; assessment / treatment referrals; and / or recommendations and results for an Employee. The information contained therein will be kept confidential to the extent practicable, among individuals who have a “need to know.” Please see the Program’s definition for “Confidentiality.”

Section 12. Right of Appeal. The Employee has the right to challenge the results of the drug and / or alcohol tests and any discipline imposed through the grievance and arbitration provisions under the terms of this collective bargaining agreement.

Section 13. Revision / Amendments to this Article. The Township and / or Union reserves the right to recommend revisions to the foregoing Article; however, no such revision(s) shall be implemented or take effect unless mutually agreed by the Employer and the Union. Any amendments or revisions shall be in writing with a memorandum of understanding binding upon the parties. If the parties are unable to agree on the amendments or revision(s), they will be deferred to subsequent negotiations for any successor agreement.

Section 14. Union Held Harmless. This drug-free workplace program was initiated at the request of the Township. The Township assumes sole responsibility for the administration of this program and shall be solely liable for any legal obligations and costs arising out of the provisions and / or application of the collective bargaining agreement relating to drug and

alcohol testing. The Union shall be held harmless for the violation of any Employee's rights arising from the administration of the drug-free workplace program

Article 13 - Vacations

Section 1. Notwithstanding Section 9.44 of the Ohio Revised Code, Employees shall be entitled to vacation time with pay each year as follows. Vacation hours are given on the Employee's anniversary date. 24/48 Employees shall take vacation in no less than twelve (12) hour increments. Forty (40) hour Employees shall take vacation in no less than four (4) hour increments.

Years of Completed Service	40 Hour Employee	24/48 Employee
0 < 1	40 hours	72 hours
1 - 5	80 hours	120 hours
6 - 10	100 hours	144 hours
11 - 15	120 hours	168 hours
16 +	160 hours	216 hours

Section 2. For purposes of computing vacation leave for all full-time Employees, an Employee's prior full-time service with a state or political subdivision of the state will be counted as service with the Township. An Employee who has had prior service with a previous full-time employer calculated into his / her vacation accrual shall be grandfathered under this Agreement and shall suffer no loss or reduction in service credit.

Section 3. Accrued vacation time of no more than seventy-two (72) hours for 24/48 Employees and forty (40) hours for the forty (40) hour Employee may be carried forward to the following year. Any carryover vacation hours not used during the year into which they were carried-over will be eliminated.

Section 4. To schedule vacation time, Employees should request approval from their supervisor in writing a minimum of at least nine (9) and a maximum of three hundred sixty five (365) calendar days before the time off period requested. All vacation time off requests shall be approved, so long as no more than three (3) bargaining unit members are already scheduled off using vacation, compensatory, or holiday time. Finding shift coverage shall not be the responsibility of the Employee requesting time off. Approval of additional bargaining unit

personnel to take vacation time off beyond three (3) bargaining unit personnel lies with the discretion of the Fire Chief or his / her designee. All time off requests shall be responded to within ninety six (96) hours.

Section 5. Vacation time off is paid at the Employee's base pay rate at the time of the vacation. It does not include overtime or any special forms of compensation. If an Employee's employment terminates, he / she will be paid for any unused vacation time that has accrued through the Employee's last day of work on the Employee's final paycheck.

Article 14 - Sick Leave and Injury Leave

Section 1. Sick leave is a benefit provided to the Employees to help offset the financial burden of illness. Every Employee is expected to be present for all assigned shifts, unless he / she suffers from a personal incapacitating illness or injury that renders him / her incapable of performing his / her normal duties, or unless a close family member suffers an incapacitating illness or injury that requires the Employee to provide care for that family member. A “close family member” is defined as a parent, child, spouse, sibling, “in-law” equivalent of the previous categories, “step” equivalent of the previous categories, or “grand” equivalent of the previous categories. Sick Leave is not a privilege that may be used at an Employee’s discretion.

Section 2. An Employee may take accrued sick leave with pay for pregnancy, childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave.

- (a) Maternity Leave: Sick leave with pay, vacation, and unpaid maternity leave shall be used only for that period (not to exceed six (6) months in duration) in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement from her attending physician stating the period for which the Employee is unable to work and the projected date on which she will be able to return to work.
- (b) If the Employee is unable to return to work within six (6) months, the Employee may be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee’s recovery from childbirth or other termination of the pregnancy, unless otherwise permitted by federal law and the Township’s Family Medical Leave Act policy.
- (c) Any additional leave without pay for parental or childcare purposes must be requested in writing and may be approved at the sole discretion of the Township.
- (d) Prenatal Schedule: An Employee who becomes pregnant will remain on full duty until her physician states that her job functions must be limited, at which time the

Employee will be placed on a 40-hour per week prenatal schedule. Such Employee will have no change in her total pay and will not be required to use sick time in order to “make up” the difference between the pregnancy schedule and her normal 24/48 schedule. This pregnancy schedule is not to exceed forty-five (45) calendar days in length. If the Employee’s physician limits the Employee in excess of forty-five (45) days, the Employee may use sick time to make up the difference.

- (e) For the purposes of Maternity Leave and a Prenatal Schedule, an Employee may receive donations of leave from fellow Employees without exhausting her accumulated sick or vacation hours. Such donated leave must otherwise follow the Donation of Leave as stated in Section 3 – Miscellaneous of Article 10 – Hours of Work and Overtime.
- (f) Paternity Leave: An Employee automatically will be approved for three (3) shifts of sick leave use upon the mother of the Employee’s child reaching labor. This time off will be approved regardless of staffing levels. Additional time off may be taken by the Employee in accordance with the remaining parameters of this Agreement and the Family Medical Leave Act.

Section 3. Employees working a 40-hour schedule shall accrue sick leave hours at a rate of eight (8) hours per calendar month. 24/48 Employees shall accrue at a rate of thirteen (13) hours per month. Sick leave shall not accrue if an Employee is on an unpaid leave of absence for any reason.

Section 4. Sick leave may accrue to a maximum of one thousand six hundred (1,600) hours. When an Employee reaches the maximum number of accrued hours, he / she will receive payment for twenty-five percent (25%) of the hours over the maximum (i.e., 1 hour of pay for every 4 hours of accrued but unused sick leave). This amount will be paid at the end of each calendar year.

Section 5. Any Employee that fraudulently obtains sick leave, falsifies a sick leave request, misrepresents the grounds for a sick leave request, or uses sick leave for improper purposes shall be subject to disciplinary action up to and including dismissal from employment. Upon request of the Employer, and Employee may have to furnish satisfactory proof of his / her

sickness, illness, or disability before a day of sick leave is paid, if this illness is in excess of two consecutive shifts or the Employee is absent due to a sickness, or disability more than three (3) separate shifts in any six month period.

Section 6. Employees that accumulate six (6) occurrences of sick leave use in a twelve (12) month period will be counseled by the supervisor, Fire Chief, or Township Administrator or his / her Designee regarding excessive absenteeism. On the seventh (7th) occurrence in a twelve (12) month period, disciplinary action will be considered, up to and including dismissal from employment. An occurrence constitutes a single use of sick leave; however, an extended continuous period of sickness, injury, or disability constitutes only one occurrence.

Section 7. Employees calling off sick must do so to the on-duty supervisor or Fire Chief or his designee. Calls from family members or friends are not acceptable. Voicemail messages or messages left with less senior Employees are also not acceptable. Improper notification may be grounds for denial of sick leave pay.

Section 8. An Employee who is calling off sick must do so as early as possible so other arrangements can be made to cover the open shift, if applicable. Notification made after the start of the Employee's scheduled shift may be grounds for denial of sick leave pay.

Section 9. Employees who have at least ten (10) consecutive years of Township service and who retire under the provisions of the Ohio Police and Fire Pension Fund may convert twenty-five percent (25%) of their accumulated unused sick leave hours upon retirement, up to the one thousand six hundred (1,600) maximum hours (i.e., 1 hour of pay for every 4 hours). All retirement payouts will be made at the Employee's current rate of pay. Employees that leave the Township prior to retirement will not be eligible for cash payouts. Employees who die prior to retirement will fall under the retirement guidelines, and payment will be made to the beneficiary listed on the Employee's life insurance policy.

Section 10. Employees transferring from other Township departments or leaving the employment of another Ohio public employer under the provisions of the Ohio Police and Fire Pension Fund may transfer unused sick time credit to the Township. This transfer will be limited by the one thousand six hundred (1,600) maximum hours, and there must not be more than thirty (30) days of separation between employment with the former public employer and the Township.

The Employee must provide a satisfactory written and signed statement from the previous employer stating the number of accumulated sick hours eligible for transfer.

Section 11. Any Employee of the bargaining unit who becomes unable to perform duties as assigned by the Township due to physical injury suffered in the discharge or performance of his / her official duties as an Employee of the Township shall be placed on injury / illness leave and shall receive / maintain his / her regular salary and benefits. The salary and benefits continuation will be extended by the Township for a period of one hundred eighty (180) calendar days or the length of the disability, whichever is less. The Township at its sole discretion may create a lost wage claim with the Ohio BWC after the one hundred eighty (180) day period or maintain salary continuation in an effort to control worker compensation claim costs. In cases where surgery is required, the above one hundred eighty (180) day's limitation does not begin to run until the day after surgery or sixty (60) days after the date of injury, whichever date occurs first. The Township shall cover all related incurred medical expenses of the Employee or file a claim with the BWC as they choose.

- (a) Before an Employee on injury leave will be permitted to return to duty, he / she shall submit to the Fire Chief a physician's statement and any other required documentation concerning the injury, demonstrating his / her ability to perform satisfactorily the duties of his position.
- (b) Additionally, the Fire Chief may require the Employee to submit to an examination by a physician selected by the Township, at the Township's expense, if there is any question about the Employee's ability to return to duty. When the Fire Chief determines that the Employee is able to return, the Employee will be permitted to resume his / her duties and will be eligible for any overtime opportunity that occurs between the Fire Chief's determination and the Employee's next regularly scheduled tour of duty. The Township will pay mileage to and from any medical examinations required by the Township. In the event that there is a conflict between the opinion of the physician selected by the Township and the physician of the Employee, the two physicians shall select a third, impartial physician in the appropriate medical specialty to evaluate the issue in dispute and his / her opinion will be final. The parties shall split the cost of the examination by the third physician.

- (c) Injured / ill Employees will participate in the Township's Transitional Work Program, as governed by Township policy.

Section 12. Alternate Duty Assignment. Upon submission of medical documentation that an Employee is unable to temporarily perform fire fighting duties due to an injury or illness, and where said restriction is expected to last greater than the twenty-eight (28) day work period, the Employer may provide, at the Employee's request, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Employer. The parties agree that alternative duty assignments are to be of a temporary nature, not exceeding one hundred twenty (120) calendar days. Once an Employee has been medically certified as fit for duty, the Employee will be returned to the position to which the Employee was assigned prior to the temporary disability, unless in the interim the Employee has been promoted.

The Employees' 24/48 hourly wage rate shall be utilized for the purpose of calculating earned wages during the alternate duty assignment. Employees may supplement their wages earned during an alternate assignment with sick leave for any portion of hours greater than those available in the alternate assignment but not more than the maximum number of hours in an Employee's regular non-restricted work week.

Article 15 - Wages and Compensation

Section 1. The wage rates for all bargaining unit Employees shall be indicated in Appendix A to this Agreement to reflect a 2% increase in the base wage rate for each currently-existing rank for the first pay period in June 2013 and a 2% increase in the base wage rate for each currently-existing rank for the first pay period in June 2014.

Section 2. Employees hired after June 1, 2011 shall be eligible for wage step on the anniversary of the date of hire or anniversary date of the promotion. However, failure to attain a satisfactory performance evaluation or to maintain good standing may result in no incremental step increase until recommended by the Fire Chief.

(a) **Career Fire Fighter / Paramedics:** All fire fighters shall start at Step 1 as Probationary Employees:

Step 1: Ohio Firefighter II and Medic.

Step 2: One-year full-time experience with the Township plus completion of Probationary Packet.

Step 3: Three-years full-time experience with the Township plus completion of the Fire Apparatus Operator packet.

Step 4: Five-years full-time experience with the Township plus completion of the Aerial Tower Operator packet.

Step 5: Seven-years full-time experience with the Township plus Fire Safety Inspector certification.

(b) **Career Lieutenants:**

Lieutenant Step 1: First year as a full-time Lieutenant with the Township.

Lieutenant Step 2: One-year full-time experience as a Lieutenant with the Township.

Section 3. Employees hired prior to June 1, 2011 (listed in Appendix B) shall increase in wage step with the anniversary of the date of hire or anniversary date of the promotion. However, failure to attain a satisfactory performance evaluation or to maintain good standing may result in no incremental step increase until recommended by the Fire Chief.

(a) **Career Fire Fighter / Paramedics:**

Step 1: Ohio Firefighter II and Medic with no full-time experience.

Step 2:

- (i) One-year full-time experience with the Township;
- (ii) Two-years part-time experience with the Township; or
- (iii) Fire Safety Inspector.

Step 3:

- (i) Two-years full-time experience with the Township; or
- (ii) Fire Safety Inspector plus either one-year full-time experience with the Township or two-years part-time experience with the Township.

Step 4:

- (i) Three-years full-time experience with the Township; or
- (ii) Fire Safety Inspector plus two-years full-time experience with the Township.

Step 5: Fire Safety Inspector plus three-years full-time experience with the Township.

(b) **Career Lieutenants:**

Lieutenant Step 1: Career Lieutenant Step 1: First year as a full-time Lieutenant with the Township.

Lieutenant Step 2: Career Lieutenant Step 2: One-year full-time experience as a Lieutenant with the Township.

Section 4. Longevity Pay. After the completion of three (3) years of full-time service with Liberty Township, Employees will receive Longevity Pay equal to one hundred seventy five dollars (\$175.00). This sum shall be increased by thirty-five dollars (\$35.00) per year to a maximum of seven hundred dollars (\$700.00).

Section 5. Premium payments or special allotments outlined within this Agreement shall not be calculated in the annual base salary. The applicable payments shall be payable to the Employee during the first pay period of December. Payment shall be made to the Employees no later than December 14th of each calendar year during this Agreement.

Article 16 - Insurance

Section 1. So far as in keeping with the provisions set forth below in this Article, the Township shall provide bargaining unit employees with at least one health insurance option throughout the term of this Agreement from a carrier of its choice. Subject to the provisions below, the Township shall have full discretion to determine the design of any health insurance plan offered to the Employees.

Section 2. Employees who wish to participate in either Township health insurance program are required to pay for such coverage via a pre-tax reduction plan through contributions as set forth below:

- (a) Effective June 1, 2013: An amount equal to twelve and a half percent (12.5%) of the premiums and premium equivalents owed by the Township to participate in the program, rounded to the nearest tenth of a dollar; and
- (b) Effective June 1, 2014: An amount equal to fifteen percent (15%) of the premiums and premium equivalents owed by the Township to participate in the program, rounded to the nearest tenth of a dollar.

Section 3. The total sum of each individual bargaining unit member's out-of-pocket cost shall not exceed \$1,500 single or \$3,000 family for in network services. The total sum of each individual bargaining unit member's out-of-pocket cost shall not exceed \$5,000 single or \$10,000 family for out-of-network services. The term "out-of-pocket cost" includes only the deductibles and co-insurance to be paid by an individual Employee under the plan selected by the Township. The term "out-of-pocket cost" does not include co-payments for prescriptions or physician visits or any other incidental payment made by an individual Employee towards health care expenses that are not covered under the health insurance plan. Whether services are "in network services" or "out-of-network service" shall be determined in accordance with the insurance plan selected by the Township. Furthermore, the tier designation of hospital facilities shall be determined in accordance with the insurance plan selected by the Township

Section 4. Prescription coverage shall be included in the health insurance plan selected by the Township with the following co-payment amounts::

Rx Tier 1	=	\$15.00
Rx Tier 2	=	\$30.00
Rx Tier 3	=	\$50.00
Rx Mail Order Tier 1	=	\$37.50
Rx Mail Order Tier 2	=	\$75.00
Rx Mail Order Tier 3	=	\$125.00

Determinations regarding whether prescriptions are placed in a particular tier shall be made in accordance with the plan selected by the Township.

Section 5. Prior to any change in the employee-paid premium percentage amounts, maximum employee out-of-pocket cost amounts, or prescription plan tier co-payment amounts, the Township will negotiate any such proposed change with the Union to impasse.

Section 6. From time to time, and at its discretion, the Township may provide to bargaining unit members, additional supplemental health and welfare benefits or incentives generally afforded to other Township employees that are not specifically delineated in this Agreement. It is recognized that such allowances and incentives are provided apart from this Agreement at the sole discretion of the Township for whatever period of time the Township deems appropriate. Elimination or modification of such supplemental benefits shall not be subject to the grievance or arbitration procedure.

Section 7. The Employer, at its option, may self-insure certain benefits and will provide general liability insurance coverage for Employees acting in good faith, within the scope of their official duties as assigned by the Township.

Section 8. All Employee health insurance contributions will be directly deducted from Employees' paychecks on a pretax basis. If an Employee does not receive a paycheck for any reason but is still considered an active full-time Employee, the Employee will have to submit his / her portion of the health insurance to the Township on the date that paychecks are issued.

Section 9. Any Employee may decline health care coverage and, upon proof of coverage elsewhere, receive a one thousand two hundred dollar (\$1,200.00) allotment to waive health care coverage with a pro-rated amount on a monthly basis if less than one (1) year. Payment of such allotment shall be in the second check of the month.

Section 10. During the term of this Agreement, the Employer will provide fifty thousand dollars (\$50,000.00) in term life insurance for each Employee.

Article 17 - Uniforms and Equipment

Section 1. The Township expects Employees to reflect an appropriate business image to the community. Employees' dress, grooming, and personal cleanliness standards all contribute to that image and also to the morale of co-workers. During business hours or whenever representing the Township, Employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their positions and accepted social standards.

Section 2. Uniforms are provided for Employees in the Fire Department. No Township-issued apparel or equipment is to be used for personal use. All Employees who are issued uniforms are required to wear the uniforms while on duty, and all Township-issued uniforms are to be worn as issued and should not be altered.

Section 3. The Fire Chief is responsible for establishing a reasonable dress code appropriate to the Fire Department. If a supervisor feels the personal appearance of an Employee is inappropriate, the Employee may be asked to leave work to properly dress and / or groom. The Employee will not be compensated for time away from the workplace to rectify his or her personal appearance. Employees should consult their supervisor with questions as to what constitutes appropriate appearance. The Township will make reasonable accommodations in the personal appearance policy when required by state or federal law.

Section 4. Equipment essential to accomplishing job duties is expensive and may be difficult to replace. When using Township property, Employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Any person operating any equipment must have been properly trained and wear the required or necessary safety gear or personal protective devices.

Section 5. All Employees issued uniforms, equipment, or other Township property are required to keep the property in good condition. All items are required to be returned upon request or at termination. No Township owned equipment may leave the Township without the knowledge and permission of the supervisor, Fire Chief, or Township Administrator. No Township equipment may be used by any Employee for personal reasons. Employees should notify their supervisor, Fire Chief, or Township Administrator if any equipment, machine, or tool appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects,

and repair needs will prevent deterioration of equipment and possible injuries to Employees or other people. Employees should ask their supervisor, Fire Chief, or Township Administrator any questions about maintenance and care of equipment they use on the job.

Section 6. The Employer at no cost to the Employees will provide required equipment and apparel. Pursuant to the Internal Revenue Service (IRS) certain Township provided work clothes or uniforms are considered a fringe benefit and as such are taxable to the employee. No insignia, which has not been authorized by the Fire Chief, shall be worn on Employee uniforms. All equipment and uniforms issued by the Employer is to be worn or utilized only when on-duty or authorized by the Employer and remains property of the Employer. All Employees covered under this Agreement shall receive the following work uniforms and clothing upon hire:

- Five (5) pair of work pants
- Three (3) short sleeve work shirts
- Five (5) departmental t-shirts
- One (1) uniform belt
- One (1) job shirt
- One (1) winter coat with a liner to NFPA / ANSI Standard
- One (1) department ball cap
- One (1) department winter knit cap
- Required badges and name strips
- Any other service or rank designations needed for the uniform

Upon completion of his / her probationary period, the Employee shall receive a department approved “Class-A Uniform” consisting of the following items:

- One (1) pair of dress pants
- One (1) white dress shirt
- One (1) dress coat
- One (1) dress tie
- One (1) dress belt
- One (1) pair of dress shoes
- One (1) “Class-A” dress cap
- One (1) pair of white gloves

- Any other service or rank designations needed for the uniform
- One (1) dress uniform badge and one (1) hat badge

The Employer shall provide a dry cleaning service for the “Class-A” uniform and all Employees shall be allowed to wash his / her duty uniforms at the station, at no cost to the Employee.

Section 7. The Employer will provide a premium of up to one hundred fifty dollars (\$150.00) for the purchase of duty footwear satisfactory to the standards set by the Fire Chief. The Employer will establish a list of preferred vendors to pay up to one hundred fifty dollars (\$150.00) per Employee per year. An Employee may carryover the one hundred fifty dollars (\$150.00) from the current year; if the Employee chooses to carryover the entire premium from the current year into the following year, he / she will submit a request to the Fire Chief by October 1st.

Section 8. The Employer shall issue each full-time Employee one (1) Self-Contained Breathing Apparatus (SCBA) mask for use while on duty. The SCBA mask shall be properly quantitatively fit tested annually. The Employee agrees to maintain, clean, and care for the SCBA mask as department policies dictate. Any deficiencies found over time with general wear and use shall be fixed or replaced, at no cost to the Employee. The Employee will reimburse the Employer for replacing a SCBA mask as a result of being lost or damaged due to non-fire service functions. The Employer agrees to provide and maintain a protective case for the SCBA mask for each Employee at the time of issue.

Section 9. The Employer shall issue each Employee a complete set of structural fire fighting personal protective equipment (PPE). All PPE at time of issue shall be constructed to meet NFPA standards at time of purchase.

Section 10. All department issued uniforms and equipment shall be repaired and / or replaced as needed by the Employer at no cost to the Employee, except where the loss or damage results from the Employee’s negligence or lack of due care. All non-issued personal equipment shall be repaired or replaced by the Employer if damaged or lost on-duty within the following guidelines: For reimbursement of damaged time pieces (maximum value \$50.00), or corrective lenses (maximum value \$100.00) or cell / mobile phones (maximum value \$100.00) in the line of duty should apply in writing to the Fire Chief or his / her designee for reimbursement. Other personal items, use of which in the line of duty has been approved in advance in writing by the

Fire Chief, may be reimbursed at a maximum cost of fifty dollars (\$50.00). The Fire Chief or his / her designee will investigate the request and prepare an evaluation. The Fire Chief will then decide if a requisition for replacement reimbursement with proof of out-of-pocket expense shall be made on a case-by-case basis. If the Employee's application is approved, the Fire Chief will decide the matter and requisition a repair or replacement of comparable value or a reimbursement within thirty (30) days of the application.

Section 11. Employees must return all badges, patches, insignias, uniforms, and equipment as designated by the Fire Chief upon termination from the Township prior to the Township authorizing their final pay.

Article 18 - Military Leave

Section 1. The Township will grant a military leave of absence to Employees who are absent from work because they are serving in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Act (USERRA). Employees are required to give their supervisor, Fire Chief, or Township Administrator advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable. The military leave will be unpaid, except as required by state or federal law. Employees may use any available accrued paid time off, such as vacation or sick leave, during their unpaid military leave of absence.

Section 2. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the Employee is otherwise eligible. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during a military leave and will resume when the Employee returns to active employment.

Section 3. Employees who are on military leave for up to thirty (30) days must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). Employees who are on military leave beyond thirty (30) days must apply for reinstatement in accordance with USERRA and all applicable state laws.

Section 4. When an Employee returns from military leave (depending on the length of military service in accordance with USERRA), he or she will be placed either in the position he or she would have attained if he or she had remained continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, the Employee will be treated as if he or she had been continuously employed.

Article 19 - Bereavement Leave

Section 1. In the event that an Employee needs to take time off due to the death of a close family member, the Township provides bereavement leave for regular full-time Employees. "Close family member" is defined as parent, child, spouse, ex-spouse when minor children are involved, sibling, "in-law" equivalent of the previous categories, "step" equivalent of the previous categories, or "grand" equivalent of the previous categories. Employees should see their supervisor to request bereavement leave.

Section 2. The Township grants up to forty-eight (48) hours (two work days) for the 24/48 Employee of paid bereavement leave per occurrence. The Township grants up to twenty-four (24) hours for the forty (40) hour Employee of bereavement leave per occurrence. Bereavement leave is not charged to any available paid leave total of the Employee. If an Employee requires additional time off, paid or unpaid leave can be used at the discretion of the Fire Chief or his / her designee. This additional time is chargeable to the Employee's paid leave or time off totals. An Employee's pay will be calculated based on his or her pay at the time of absence.

Section 3. In the event of the death of a relative other than those described above as close family members, the Fire Chief or his / her designee may grant, at his / her sole discretion, up to twenty-four (24) hours of bereavement leave so that the Employee can attend the funeral.

Section 4. Bereavement days must be used at the time of the funeral and cannot be carried forward or used at any other time.

Article 20 - Training

Section 1. The Employer and the Employees recognize the benefits of continued education and training for professional growth and development. The Employer will pay for all courses required by the Employer and / or the State of Ohio as a requisite to maintain a professional license / certificate or to maintain or advance in employment. The Employer will endeavor to conduct these courses throughout the year while on-duty or off-duty allowing ample opportunity for continuing in-service training.

- (a) Effective June 1, 2013, the Employer shall provide a minimum of twelve (12) hours of training for each bargaining unit Employee from an outside source, either on-site or at a non-Employer location. Effective January 1, 2015, the Employer shall provide a minimum of eighteen (18) hours of training for each bargaining unit Employee from an outside source, either on-site or at a non-Employer location. Additionally, all Lieutenants shall be provided an additional eight (8) hours of outside officer development related training, and all bargaining unit members of any Butler County Special Response Teams (i.e. Technical Rescue, SWAT, IMAT, Haz-Mat) will receive straight time compensation for attending the minimum number of hours of training needed to maintain deployable status for the specific team which they are a member. The annual cost of these obligations, in terms of expenditures for courses, travel, and speakers shall not exceed fifteen thousand dollars (\$15,000).
- (b) All outside training courses must be approved by the Fire Chief or his / her designee to ensure the training meets the operational needs of the organization. All outside training courses will be compensated at the Employee's straight time wage rate established by the Agreement.
- (c) These outside training courses are either prepaid or reimbursed one hundred percent (100%) including necessary meals, lodging, and travel.

Article 21 - Seniority

Section 1. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a full-time Employee in the service of the Liberty Township Fire Department.

Section 2. An Employee's seniority shall commence after successful completion of the initial probationary period (including any extensions thereof) and shall be retroactive to the first day the Employee reported for work.

Section 3. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

Section 4. An Employee's seniority with the Township shall be forever lost and employment terminated when he or she:

- (a) Resigns or retires voluntarily;
- (b) Is discharged for just cause;
- (c) Exceeds an official leave of absence;
- (d) Is laid off for a period of more than one (1) year, if the Employee has less than five (5) calendar years' seniority; or is laid off for a period of more than two (2) years, if the Employee has more than five (5) calendar years' seniority;
- (e) Fails to notify the Township of his intent to return to work on a recall from layoff, within five (5) days after the Township has sent notice to him / her to return by letter or electronic mail with a copy to the Union to the last address furnished to the Township by the Employee. It shall be the responsibility of the Employee to advise the Township of his / her current address.

Section 5. Seniority shall apply in layoffs and recalls. In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Seniority shall apply to scheduling time off (vacations, EDO/COMP, holiday time) as set forth in other applicable Articles of this Agreement.

Section 6. The Employer shall provide the Union an up-to-date seniority list of Employees. The initial seniority list of this Agreement shall be determined by badge numbers as they currently exist. This list shall set forth each Employee and his / her full-time date of employment. In the event two (2) or more full-time Employees have the same date of employment, the seniority of said Employees should be determined by the ranking of said Employees upon the conclusion of the hiring process. In the event of a tie in such ranking, a determination of the overall uninterrupted length of service with the Liberty Township Fire Department shall count when determining such length of service.

Article 22 - Layoffs / Reductions In Force

Section 1. When the Employer determines that a long-term layoff or reduction in force is necessary, the Employer shall notify the affected Employees and the Union at least thirty (30) days in advance of the effective date of the layoff or reduction in force.

Section 2. In the event a layoff or reduction is necessary probationary Employees will be laid off first, without regard to their individual periods of employment. Seniority shall apply in layoffs and recalls as indicated within this article. Employees with the least seniority or time in grade within the classification affected shall be laid off first.

Section 3. In the event of a layoff or reduction in force where there is an elimination of a lieutenant position, the former lieutenant impacted by the event shall be permitted to bump into a firefighter position. If the bumping of a lieutenant into a firefighter position results in the layoff of another firefighter, this layoff shall occur in accordance with seniority.

Section 4. The Employer shall establish a recall list as a result of any layoff or reduction in force. This list shall consist of the names of laid off Employees in the inverse order of their layoff, with the most recently laid off person at the top of the list. Should the Employer desire to fill a position within the department, that position shall be first offered to a laid off individual on the list in the inverse order of layoff, with the most recently laid off person receiving the offer first.

Section 5. No new employees may be hired to bargaining unit positions under this Agreement while there are Employees on the recall list, unless all the Employees declined the position when it is offered or fail to notify the Township of his / her intent to return to work on a recall from layoff within five (5) days after the Township has sent notice to him / her to return by letter or electronic mail with a copy to the Union to the last address furnished to the Township by the Employee. It shall be the responsibility of the Employee to advise the Township of his / her current address.

Article 23 - Promotions

Section 1. Employees shall not be eligible for promotion during their initial period of probation. All promotions to the rank of lieutenant shall be governed by the principles of merit and fitness. An eligibility list, ranking candidates for the purposes of promotion shall be established from a cumulative score, to be determined as provided in this Article.

Section 2. No firefighter shall be eligible to take any promotional examination for the rank of Lieutenant unless he / she has served at least three (3) years with the Liberty Township Fire Department as a full-time Employee and has at least five (5) years of full-time service with any public, private, or federal fire department, including Liberty Township. The Employer will provide a written communication to all eligible Employees outlining the process which will include, but not be limited to, defining the process timeline, test composition, distribution of results, and review period. Employees wishing to participate in the process will notify the Fire Chief in writing his / her intent to test.

Section 3. Promotional examinations shall consist of a written test, an assessment center, and an interview. The components shall be weighted for purposes of scoring as follows:

For promotions from firefighter to lieutenant:

- Written Test 35%
- Assessment Center 35%
- Interview 30%

The Employer may select the appointee from any of the three (3) highest scores.

Section 4. The Fire Chief will list the source material for each promoted position not to exceed five (5) books. The selected books for each test shall be listed in the promotion announcement. The list shall not be changed within six (6) months prior to any promotional test. The Fire Chief will maintain at least one set of the five (5) books available for loan to Employees.

Section 5. Disagreements or challenges based upon the promotional process shall be subject to the Grievance and Arbitration Procedure in Article 8 of the collective bargaining agreement.

Section 6. Any eligibility list will be maintained for a period of at least one year from the date the eligibility list was first published. The list may be maintained an additional year at the option of the Employer.

Article 24 - Health and Safety

Section 1. The Employer and the Union shall cooperate fully to maintain the highest standard of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illness of all Fire Department Members.

Section 2. The Employer agrees to add one bargaining unit Member and one alternate, both appointed by the Union President to the Township-wide Risk Management Committee, which shall hold meetings at least quarterly. Bargaining unit Members appointed to the Committee shall not lose pay or benefits while participating at meetings scheduled during on-duty hours. The Risk Management Committee shall be tasked with the following:

- (a) Review any injury / death incurred in the performance of duty and make recommendations to prevent recurrence.
- (b) Review and endorse the purchase of safety related equipment for the Fire Department.
- (c) Recommend improvements to the overall risk management plan of the Fire Department.
- (d) Participate in review of any accident that results in damage to equipment or apparatus, making recommendations as appropriate.

Section 3. The Employer will agree that blood tests for carbon monoxide poisoning or other chemical or biological exposure will be provided upon request of any firefighter's physician, being treated in a hospital for inhalation of an irrespirable atmosphere or any other related exposure to potentially infectious or hazardous agents. The Employee will be given a copy of the report upon request. The Employer will pay any cost for tests not covered by medical insurance or Workers' Compensation as deemed necessary by attending medical personnel.

Section 4. The Employer will provide upon request by any member of the Fire Department an inoculation for Hepatitis B, TB testing, and an annual flu shot. The Employer will provide other immunizations as they become available and are deemed appropriate for emergency responders after a review of the Risk Management Committee and subject to Board of Trustees approval.

Section 5. In regards to fire apparatus manning, the parties have agreed to adopt a memorandum of understanding separate from and not subject to this agreement.

Section 6. Employees will have access to personal protective equipment of comparable sizes readily available to facilitate cleaning, maintenance, and limiting of contamination. The Employer shall maintain an annual list and publish it annually. This list shall identify the readily available comparably sized gear mentioned above.

Section 7. Employees shall be permitted to and are encouraged to participate in a voluntary physical fitness program during on-duty hours, provided this activity has been authorized by the shift supervisor. With the permission of the shift supervisor, Employees also shall be allowed to travel between stations, if their respective station does not have a workout facility. Any future remodeling or new construction of fire stations shall have dedicated fitness space allocated for on-duty personnel.

Article 25 - Waiver In Case of Emergency

Section 1. In cases of emergency declared by the President of the United States, the Governor of Ohio, federal or state legislature, county or township government, such as for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer.

- (a) Time limits for the filing and processing of grievances; and
- (b) All work rules and / or agreements and practices relating to the assignments of Employees.

Section 2. Upon termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they would have properly progressed prior to the emergency.

Article 26 - Modification, Seperability, and Conflict of Laws

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and terms and conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. Where no agreement exists or where this Agreement makes no specification about a matter, the Employer and Union are subject to all applicable state or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

Section 3. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4. The parties agree that this Agreement will be the sole and exclusive recourse available to the Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

Section 5. In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing within thirty (30) days of such request for the purpose of renegotiating said Article or Section.

Article 27 - Printing

Section 1. The Agreement shall be available online within thirty (30) days of its effective date at no cost to the Employee. Also, a hard copy of said Agreement shall be available at each station house. The Employer shall allow the Employees access to the online version on the Fire Department computers and allow the printing of the Agreement on Township printers.

Article 28 - Labor-Management Committee

Section 1. There shall be a Labor-Management Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The purpose of the Committee is to facilitate improved labor-management relationships by providing a platform for the discussion of mutual concerns and problems, which may include discussion of the implementation of major new programs or modifications to existing programs that may have an impact on fire department employees.

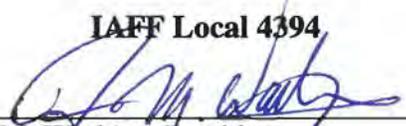
- (a) The Committee shall meet quarterly at mutually agreed times and at any other mutually scheduled time.
- (b) Representatives of the Union on the Committee who are Employees shall not lose pay or benefits for meetings mutually scheduled during duty times.

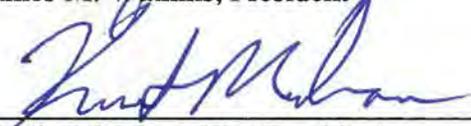
Article 29 - Duration

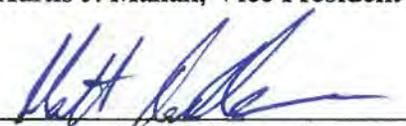
This Agreement shall become a three year contract effective June 1, 2013 after it has been mutually approved by the Membership and the Township Trustees and through May 31, 2016, and shall thereafter be automatically renewed for successive periods of one (1) year unless written notice is served at least sixty (60) days prior to that date by either party of its desire to modify or terminate the Agreement.

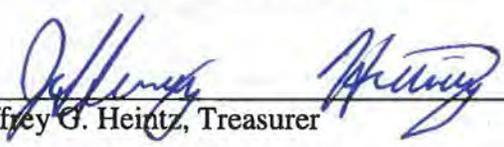
Notwithstanding anything else in this Agreement, no act, omission, or event occurring after the termination of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration. Nothing in this paragraph affects the automatic renewal provision of the first paragraph of this Article; nor does it affect the parties' right to agree to extend the Agreement.

IAFF Local 4394

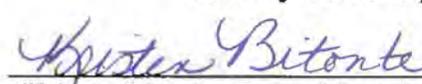

James M. Watkins, President

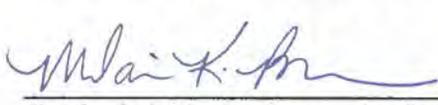

Kurtis J. Mahan, Vice President


Matthew R. Knollman, Secretary


Jeffrey G. Heintz, Treasurer

Liberty Township


Kristen Bitonte, Township Administrator


Melanie K. Brokaw, Assistant Township Administrator / HR Director


Paul F. Stumpf, Fire Chief

APPENDIX A

**Wage and Qualifications Schedule
Effective the First Pay Period in June 2013**

CAREER FIRE FIGHTER / PARAMEDIC

		Employees hired prior to June 1, 2011	Employees after June 1, 2011
STEP # 1	\$ 19.08 / hour \$ 51,592.32 / year	Entry Level	Ohio Firefighter II and Medic.
STEP # 2	\$ 20.03 / hour \$ 54,161.12 / year	1-year full time (FT) with the Township; 2-years part time (PT) with the Township; or Fire Safety Inspector (FSI) certification	1-year FT with Township plus completion of Probationary Packet
STEP # 3	\$ 21.04 / hour \$ 56,892.16 / year	2-years FT with the Township; or FSI plus either 1-year FT or 2-years PT	3-years FT with Township plus completion of Fire Apparatus Operator Packet
STEP # 4	\$ 22.10 / hour \$ 59,758.40 / year	FSI plus 2-year FT with the Township; or 3-years FT with the Township	5-years FT with Township plus completion of Aerial Tower Operator Packet
STEP # 5	\$ 23.23 / hour \$ 62,813.92 / year	FSI plus 3-years FT	7-years FT with Township plus FSI certification

LIEUTENANT

LT # 1	\$ 24.97 / hour \$ 67,518.88 / year	Entry Level
LT # 2	\$ 26.21 / hour \$ 70,871.84 / year	1 Year Lieutenant

Effective the First Pay Period in June 2014

CAREER FIRE FIGHTER / PARAMEDIC

		Employees hired prior to June 1, 2011	Employees after June 1, 2011
STEP # 1	\$ 19.46 / hour \$ 52,619.84 / year	Entry Level	Ohio Firefighter II and Medic.
STEP # 2	\$ 20.43 / hour \$ 55,242.72 / year	1-year full time (FT) with the Township; 2-years part time (PT) with the Township; or Fire Safety Inspector (FSI) certification	1-year FT with Township plus completion of Probationary Packet
STEP # 3	\$ 21.46 / hour \$ 58,027.84 / year	2-years FT with the Township; or FSI plus either 1-year FT or 2-years PT	3-years FT with Township plus completion of Fire Apparatus Operator Packet
STEP # 4	\$ 22.54 / hour \$ 60,948.16 / year	FSI plus 2-year FT with the Township; or 3-years FT with the Township	5-years FT with Township plus completion of Aerial Tower Operator Packet
STEP # 5	\$ 23.69 / hour \$ 64,057.76 / year	FSI plus 3-years FT	7-years FT with Township plus FSI certification

LIEUTENANT

LT # 1	\$ 25.47 / hour \$ 68,870.88 / year	Entry Level
LT # 2	\$ 26.73 / hour \$ 72,277.92 / year	1 Year Lieutenant

APPENDIX B

Seniority of Bargaining Unit Members with Pay Steps Effective 6/1/2013

Department Seniority		Rank Seniority		Pay Step
202	Randy S. Davenport	206	James M. Watkins	LT2
203	C. Christopher Robinson	204	Johnny A. Mason	LT2
204	Johnny A. Mason	207	John D. King	LT2
206	James M. Watkins	203	C. Christopher Robinson	LT2
207	John D. King	215	Jason R. Knollman	LT2
208	Benjamin M. Lapensee	214	Ryan L. Chapman	LT2
209	Marc E. Tschuor	212	Cathleen M. Marksteiner	LT1
210	Jeffrey G. Heintz	217	Chad A. Canupp	LT1
211	William J. DeVore III	213	Matthew R. Owen	LT1
212	Cathleen M. Marksteiner	202	Randy S. Davenport	FFP5
213	Matthew R. Owen	208	Benjamin M. Lapensee	FFP5
214	Ryan L. Chapman	209	Marc E. Tschuor	FFP5
215	Jason R. Knollman	210	Jeffrey G. Heintz	FFP5
217	Chad A. Canupp	211	William J. DeVore III	FFP5
218	Joseph M. Miller	218	Joseph M. Miller	FFP5
219	Scott D. Schmits, Jr.	219	Scott D. Schmits, Jr.	FFP5
220	Matthew R. Knollman	220	Matthew R. Knollman	FFP5
221	Shawn T. McCroskey	221	Shawn T. McCroskey	FFP5
222	Kurtis J. Mahan	222	Kurtis J. Mahan	FFP5
224	Jody S. Asher	224	Jody S. Asher	FFP5
225	Christopher L. Sander	225	Christopher L. Sander	FFP5
226	Brent J. Abdelnour	226	Brent J. Abdelnour	FFP5
227	Christopher D. Oakes	227	Christopher D. Oakes	FFP5
228	Andrew B. Robben	228	Andrew B. Robben	FFP5
229	Andrew D. Garner	229	Andrew D. Garner	FFP5
230	Matthew R. Sempier	230	Matthew R. Sempier	FFP5
231	Ian T. Emmons	231	Ian T. Emmons	FFP4
232	Joseph E. Byers	232	Joseph E. Byers	FFP5
233	Julia A. Beiser	233	Julia A. Beiser	FFP5
234	Scott A. McCoy	234	Scott A. McCoy	FFP4

APPENDIX C

Explanation of Terms

For the purposes of this program, the following definitions shall apply:

Accident – An incident or unsafe practice which occurs on Township property, on Township business, or during working hours, or which involves Township-supplied motor vehicles being used for Township purposes and which results in:

1. A fatality;
2. Bodily injury requiring off-site medical attention;
3. Vehicular and / or equipment damage in apparent excess of \$5,000.00; or
4. Non-vehicular property damage in apparent excess of \$5,000.00.

Alcohol Test – A test used to detect the content of alcohol in the breath (BAC). This may be performed by using federally-authorized, non-evidential testing devices such as a breath or saliva test with an evidentiary breath testing device (EBT) applied for confirmation, or this level can be determined through a blood test.

Assessment – Evaluation of an Employee by a trained professional to determine: (1) the extent of relationship he / she has with drugs and / or alcohol, (2) whether treatment is necessary, and, if it is (3) what degree of treatment is needed.

Breath Alcohol Technician (BAT) – A person who instructs and assists Employees in the alcohol testing process and operates an evidential breath testing device (EBT). To be permitted to act as a BAT, the technician must meet basic information requirements and receive qualification training per specifications of the Department of Transportation's (DOT) rule, 49 CFR Part 40.

Confidentiality – Disclosed to persons who have a “need to know” – normally only those management representatives in the Employee's direct line of supervision and / or other management representatives whose job responsibilities require that they know such information.

Controlled Substance – Any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code [21 USC 802(6)] (e.g. cocaine, marijuana, valium, morphine), the possession of which is unlawful under Chapter 13 of that title.

Corrective Action – The Township’s right to apply whatever disciplinary action best fits the circumstances of each violation of this program and is consistent with the Township’s established disciplinary practices and / or procedures. This may include referral to assessment (and / or treatment if needed), relief from job duties, and / or progressive or non-progressive discipline such as written or oral warning, suspension, or termination if applicable and consistent with the collective bargaining agreement.

Drug Paraphernalia – Any item which is primarily intended or designed for use in the administering, ingesting, transferring, manufacturing, or storing of a controlled substance and / or an illicitly used drug.

Drug Test – A urinalysis (urine) test (or when necessary, a blood test) that includes specimen collection and testing by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. Both a screening test and a confirmation test must be used to establish a positive test result. The test will analyze (search) for a pre-determined set of drugs in the body in quantities which are at or greater than certain levels (cut-off levels).

The DoT requires testing for five drugs referred to as the “NIDA Five”: Amphetamines, Cannabinoids (THC), Cocaine (including crack), Opiates, and Phencyclidine (PCP). To create a selection of ten drugs, we have added: Barbiturates, Methaqualone, Benzodiazepines (Valium, Librium, etc.), Methadone, and Propoxyphene (Darvon).

Cut-Off Levels Accepted* by the Substance Abuse and Mental Health Services Administration (SAMHSA) –

Drug	Screening Test (ng/ml)	GC/MS Confirmatory (ng/ml)
Amphetamines	1,000	500
Cannabinoids (THC)	50	15
Cocaine (including crack)	300	150
Opiates	2,000	2,000
Phencyclidine (PCP)	25	25
Barbiturates	300	300

Drug	Screening Test (ng/ml)	GC/MS Confirmatory (ng/ml)
Benzodiazepines (Valium, Librium, etc.)	300	300
Methadone	300	300
Propoxyphene (Darvon)	300	300
Methaqualone**	300	100

* Cut-off levels may vary slightly depending on the SAMHSA-approved GC/MS which is applied.

** Methaqualone may be removed from panel if not required by a regulatory or overseeing body for compliance.

NOTE: Liberty Township reserves the right to require testing for another illicit drug that is not on this list if there is reasonable suspicion that the Employee may be under its influence and therefore safety and productivity may be compromised or if the Township needs to comply with a contract or regulatory authority.

Evidential Breath Test (EBT) – A device approved by the National Highway Traffic Safety Administration (NHTSA) and will be listed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.” The test will be administered by a trained technician (BAT). When testing for alcohol, an EBT is used for evidential testing of breath and / or serves as a confirmatory test following a preliminary screening test of breath or saliva with a result of .02 BAC or greater. It provides quantitative data of alcohol concentration.

Gas Chromatography / Mass Spectrometry (GC/MS) – This science is used as a confirmatory drug test. It uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy; it represents a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the initial screening test. The government reports the accuracy of a GC/MS test as virtually 100%.

Illicit or Prohibited Drugs – Chemical substances which:

- 1) Are not legally obtainable;
- 2) Are legally obtainable but have been obtained or are used illegally; or

- 3) Are not used for the purpose for which they are prescribed or manufactured; and
- 4) May include (in addition to others and depending upon the circumstances): marijuana, cocaine, opiates (morphine, heroin, codeine), alcohol (when used by a minor), amphetamines, benzodiazepines, barbiturates, phencyclidine (PCP), methaqualone, and new designer drugs and other drugs not yet classified by the Federal government as illegal under the Controlled Substances Act.

Medical Review Officer (MRO) – An independent, licensed physician responsible for receiving laboratory drug testing results. The MRO has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate a positive test as it relates to the Employee’s medical history and other biomedical information.

On the Job – Exclusively for the purposes and practices of this substance-free (drug-free) workplace program: during working hours, while performing work duties, while acting within the scope of employment, and / or while on, in, or using Liberty Township premises or Township property (e.g. equipment, vehicle, machines, etc.) for business activities including within the scope of employment. Subject to the alcohol-exception guidelines in this program, it also includes breaks, meal periods, and time between split shifts regardless of whether the Employee is actually on Township premises.

Positive or Failed Drug or Alcohol Test – A test which indicates the presence of illicit drugs or alcohol in urine, blood, breath, or saliva at or above a level designated in the definition for “Under the Influence” for this program.

Post-Accident Testing – Liberty Township will require a safety sensitive Employee or an Employee performing a safety-sensitive function who may have caused, contributed to, or been injured in an on-the-job “accident” (as defined in this program) to submit to a *drug* test. Additionally, if the situation involved a direct threat of serious injury or damage (even if the accident did not result in such), then an *alcohol* test also will be required. A post-accident drug / alcohol test will be administered as soon as possible after necessary medical attention is administered; preferably within eight hours for alcohol and thirty-two hours for drugs. Drivers’ additional responsibilities regarding post-accident testing under DoT/FMCSA are further explained in Addendum A / DoT Policy.

Reasonable Suspicion of a violation of the substance abuse program and / or basis for testing – a belief that illegal drug and / or alcohol involvement and / or use is influencing an

Employee’s behavior, appearance, job performance, attendance, or fitness for duty, and / or that the Employee is under the influence of or is using, possessing, selling, purchasing, receiving, manufacturing, or distributing illegal drugs or alcohol while on the job or while on Township’s premises.

Among other possible criteria, the following criteria *may* warrant a drug and / or alcohol test for reasonable suspicion:

- 1) Observable phenomena, such as direct observation of drug and / or alcohol use, possession or distribution and / or physical symptoms of being under the influence of drugs and / or alcohol;
- 2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents, poor work quality, etc.) which appears to be related to substance abuse;
- 3) An official report or a conviction of a drug and / or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
- 4) An official report of alcohol or other drug use provided by a reliable and credible source;
- 5) Repeated or flagrant violations of the Township’s safety or work rules, which are determined by a supervisor / manager to pose a substantial risk of physical injury or property damage and which appear to be related to substance abuse; and / or
- 6) Unsafe practice as defined in this program, involvement in an accident or near accident as defined above in cases where the individual involved appears to have caused / contributed to the accident.

The above examples of Reasonable Suspicion of Drug and / or Alcohol Use are not all inclusive, but are intended to be illustrative. The symptoms of being affected by drugs or alcohol are not confined to acts of misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. Although reasonable suspicion does not require certainty, *suspicion based upon mere rumor, speculation, or unsubstantiated information of third parties may not meet the standard of reasonable suspicion.*

Refusal – includes (1) refusing to take a test when required by the Township, (2) not reporting an accident timely, (3) not reporting for a drug and / or alcohol test in a timely manner as required by the Township, or (4) refusing to cooperate with the testing process.

Safety-Sensitive Function – As deemed by the Township, any job function which, by the nature of the work activity involved, could be dangerous and / or unsafe and / or detrimental to the health of the Employee, coworkers, customers, or the general public including due to a momentary lapse in attention of judgment.

Screening Test – A preliminary test. For a urine test it is an immunoassay or a thin-layer chromatography test which identifies the presence of a drug / metabolite in an individual's system and which generally is 92-98% reliable. For measuring the amount of alcohol in a person's system it is generally a certified breath or saliva test (although blood testing may be used when breath or saliva screenings cannot meet the necessary quality standards).

Systematic Computer Generated (Random) Testing – Selection of an Employee pool of safety sensitive Employees for submission to a drug and / or alcohol test, which is made regardless of whether any suspicion of illicit drug or alcohol use exists. Neutral selection is made without advanced notice to the Employee and is based on an equal probability of selection. It occurs pursuant to an objective and nondiscretionary computer program operated and maintained by an outside contractor. All safety sensitive Employees, including those previously selected for testing, have an equal chance of being selected each time neutral selection occurs. This means any Employee may be selected more than once while others may not be selected. Ten percent (10%) of the Township's Employees will be randomly selected over the course of the year for neutral selection drug testing.

Township Property or Premises – Includes buildings, offices, warehouses, plants, facilities, land, equipment, vehicles which are owned / leased / used for Township business, and parking lots owned / utilized / leased by the Township or any customer or supplier of the Township. It also includes any other site at which Township business is transacted whether on or away from the Township-owned or leased property.

Treatment – Rehabilitative services provided by treatment professionals in a variety of intensities and settings (outpatient, intensive outpatient, inpatient, etc.) which are therapeutically prescribed to improve the condition of an Employee who has a problem with drugs and / or

alcohol. Treatment professionals are required to meet all licensing / credentialing standards of their states.

Under the Influence of a Controlled Substance, Illicitly Used Drug and / or Alcohol –

- 1) The presence of illicit drugs in an Employee's body at or above the cut-off levels currently in effect with the certified lab's GC/MS validated by the Department of Health and Human Services;
- 2) A blood alcohol content level (BAC) which is at or above the Township's prohibited level of .04% BAC; and / or
- 3) In the case of "Alcohol Exceptions" noted in the Rules Section, and, only if an Employee does *not drive a vehicle*, being under the influence is defined at or above the motor vehicle driving law of the state in which the Employee is located, and in no case at or above .08% BAC. Driving is a safety-sensitive activity and therefore if the Employee will be driving in conjunction with the consumption of alcohol, he / she must remain under .04% BAC.

Unsafe Practice – Poor behavior or judgment on the part of an Employee which, in the opinion of a supervisor / manager, could have caused or contributed to an accident as defined above.

FORM D-7

**LIBERTY TOWNSHIP'S
PARTICIPATION / WORK ACCOMMODATION AGREEMENT**

On this _____ day of _____, _____, the Township and _____ (also referred to herein as "I") agreed that I have sought or will be seeking an assessment from and / or a referral to a treatment program for alcohol and / or drug abuse. This agreement does not alter terms and conditions of employment as specified in the collective bargaining agreement (if applicable). The following conditions will apply:

<input type="checkbox"/> Assessment has been scheduled. Appointment Date: _____ Appointment Time: _____
<input type="checkbox"/> You are to make the appointment and report within 48 hours the following: Counselor's Name: _____ Telephone Number: _____ Appointment Date: _____ Appointment Time: _____

1. I understand that I have violated the Township's Substance-Free (Drug-Free) Workplace Policy. I authorize the designated representative of Liberty Township to share information with the chemical dependency professional about my problem behavior, which has impacted the job.
2. I authorize my assessment / treatment provider to submit to the Township's Program Administrator on a regular basis, and at any other time that the Township requests, proof of attendance at all required sessions and activities of the program. I understand that my attendance may be monitored closely by the Township and that the Township may terminate my employment if I do not attend all sessions and meet all requirements of the program.
3. I am responsible for and will pay for all costs of my assessment / treatment program which are not covered under the Township's medical benefits plan, other Township-provided services, and / or other medical plan to which I have access.
4. Upon completion of the assessment / treatment program, I agree that I may be asked to supply the Township with a statement from my provider that I have completed all aspects of the program in a satisfactory manner.
5. I understand that I cannot return to work until I have presented the Township with verifiable documentation from the assistance professional that I may return to duty, and I undergo a return-to-duty test and receive a negative result.
6. During the assessment / treatment period and for at least one year following successful completion of the assessment and / or treatment program, I agree and consent to submit to unannounced, "follow-up" testing for illegal drugs and / or alcohol whenever requested to do so by my provider and / or the Township. The frequency and period of time during which I will be subject to follow-up testing will be determined with input from a qualified clinical / treatment professional. I further understand and agree that should I test positive on any such test, refuse to submit to any such test, and / or fail to comply with all sample collection and chain of custody procedures related to any such test, I may be subject to immediate termination from employment.
7. I further understand and agree that while employed by the Township I must meet all of the Township's standards of conduct applicable to other employees, and that the Township may terminate me if the Township determines that I have failed to do so.

8. I agree that I am and will be held to the same job performance and behavior standards as other employees, and that I further understand and agree that I may be subject to termination if I relapse at any time during or after my participation in the assessment / treatment program.

9. **Other recommendations as determined by the clinical dependence professional:**

10. I further understand that failure to comply with any of the above conditions may result in my immediate discharge, and that nothing in this agreement (except for the Township's current decision not to terminate my employment), or any contemporaneous oral or written representations, alters my at-will employment status or specifics of a collective bargaining agreement (if applicable).

11. I also understand and agree that should the Township terminate my employment pursuant to this agreement, I will not be eligible for re-hire – to a position for which I am then qualified and one for which the Township is seeking applicants – unless and until I can demonstrate, to the Township's satisfaction, that I have (1) successfully completed (or am participating in) a qualified drug and / or alcohol assessment and any required treatment, and (2) that I am no longer engaged in the illegal use of drugs, or the use of alcohol in a manner which makes me unqualified for the job for which the Township may be seeking applicants. I further understand and agree that should the Township re-hire me, I will consent and be subject to whatever continuing drug and / or alcohol testing that is deemed appropriate based on recommendations by the chemical dependency professional.

I hereby knowingly and voluntarily agree to all of the above conditions. I further authorize my assessment / treatment provider to provide the Township with proof of my enrollment, attendance in, and completion of the recommended program. I also am entering into this *Participation / Work Accommodation Agreement* of my own free will, after considering the terms, and without duress.

Employee' Name (printed)

Supervisor's / Program Managers Name

Employee's Signature

Supervisor's / Program Manager's Signature

Liberty Township Program Administrator

Date