

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN
THE LIBERTY TOWNSHIP BOARD OF TRUSTEES
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #2075

EFFECTIVE
JANUARY 1, 2014
TO
DECEMBER 31, 2016

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ARTICLE 1
PREAMBLE, PURPOSE AND SCOPE

SECTION 1. This Agreement entered into by Liberty Township, hereinafter known as the "Employer" and Local 2075, International Association of Firefighters, AFL-CIO, hereinafter known as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of a peaceful and equitable procedure for the resolution of grievances; and the establishment of wages, hours, and terms and conditions of employment.

ARTICLE 2
SEVERABILITY

SECTION 1. It is the intent of the Employer and the Union that this Agreement complies with all applicable law(s) and legal statutes.

SECTION 2. If any provision of this Agreement is subsequently declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

In the event any provision of this Agreement is declared by judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. In the event the parties are unable to negotiate an alternative provision, the matter shall be void until contract negotiations are reopened for a successor agreement.

ARTICLE 3
NO STRIKE/NO LOCKOUT

SECTION 1. As ORC 4117 strictly prohibits striking by safety forces, the Union and the employees of the Liberty Township Fire Department hereby agree that the services performed by the employees of the Fire Department are essential to the public health, safety and welfare of the township. Further, that for those employees of the Fire Department to cause or engage in any strike, interruption of or interference with fire services would create a clear and present danger to the Township residents. Therefore, the Union and the employees agree that during the life of this Agreement there shall be no strikes, interruptions or interferences with those services provided and that any

employee violating this Article shall be subject to all penalties as forth in ORC 4117.23.

SECTION 2. The Employer agrees that during the life of this Agreement there will be no lockout of employee of the Township Fire Department.

ARTICLE 4 WAIVER IN CASE OF EMERGENCY

SECTION 1. In cases of national, state, or local emergency, such as common disaster, flood, riot, etc., all employees are subject to immediate action as required by the Fire Chief and/or the Liberty Township Trustees.

SECTION 2. In the event of emergency, pursuant to Section 1 of this Article, the following conditions of this Agreement shall automatically be suspended;

- a) Time limits for Employer or Union replies on grievances; and
- b) All work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 3. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure from the point in the procedure at which they had been suspended. Further, all normal functions of the department previously suspended for the duration of the emergency shall recommence.

ARTICLE 5 MANAGEMENT RIGHTS

SECTION 1. The Union agrees that except as otherwise specifically provided in this contract, nothing contained in Chapter 4117 ORC shall impair the right and responsibility of the Employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, of layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The parties further agree that unless expressly agreed to otherwise in this Agreement, all rights and responsibilities listed herein shall remain the function of the Employer.

SECTION 2. The parties agree that the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

ARTICLE 6 UNION RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Whenever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those full-time employees employed in the following positions:

- A. Captain
- B. Captain Fire Inspector
- C. Lieutenant
- D. Fire Fighter

SECTION 2. All positions and classifications not specifically established herein as being included in the aforementioned bargaining unit shall be excluded from said bargaining unit, including the position of Fire Chief.

SECTION 3. If a new position is created within the department, the Employer shall determine whether the new position will be included, or excluded from the bargaining unit. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, the position(s) shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

ARTICLE 7 UNION MEMBERSHIP

SECTION 1. The Employer and the Union agree not to interfere with the rights of employees to join, or not to join, the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union Membership, or non-membership, or because of legal employee activity or representation in an official capacity on behalf of the Union.

ARTICLE 8 DUES DEDUCTION AND FAIR SHARE FEE

SECTION 1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

SECTION 2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 3. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

SECTION 4. The Employer shall not be obligated to make dues deductions from any employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

SECTION 5. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

SECTION 6. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

SECTION 7. Except as otherwise provided herein, each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement.

SECTION 8. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay a fair share fee shall commence on the later of:

- A) The first day of the pay period following the execution of this Agreement for each employee who has been employed for more than sixty (60) days, or
- B) The first day of the pay period following the pay period in which the employee completes the sixty-first (61st) day of employment.

SECTION 9. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee.

SECTION 10. Fair share fee deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

SECTION 11. Fair share fees shall not exceed regular Union dues. Fair share fees may not include expenses which do not arise out of the Union's duty of fair representation to the employees governed by this Agreement. Fair share fees shall be deducted in amounts determined by the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 12. Appendix _____, including all amendments thereto, is incorporated in this Article by reference. The Employer's obligation to deduct fair share fees is contingent upon:

- A) The Union's fulfillment, on the behalf of each non-member, bargaining unit employee, of each obligation established in Appendix _____;
- B) Maintenance of a constitutionally adequate challenge and rebate procedure in Appendix _____.

SECTION 13. The Union may amend Appendix _____ by providing the Employer a written copy of the Appendix as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after actual receipt of the amended Appendix by the Employer.

SECTION 14. If any provision of this Article is invalidated by the State Employment Relations Board (SERB) or any court, that provision alone shall be void. The remainder of this Article shall remain in full force and effect. The Employer and the Union shall meet within fourteen (14) calendar days after a final, non-appealable order is entered to negotiate lawful replacement provisions.

SECTION 15. The Employer may, at any time, seek judicial review of any provision of this Article.

SECTION 16. The Union warrants and guarantees that no provision of this Article violates the laws or constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of Union dues and fair share fees. The Union shall indemnify, save and hold the Employer harmless from any claim, actions or proceeding brought by any person or entity arising out of deductions made by the Employer pursuant to this Article.

SECTION 17. This Article contains the entire agreement between the Union and the Employer regarding Union dues and fair share fees. All other agreements, whether written or oral, prior or contemporaneous, are void. This Article may not be amended except in writing signed by both the Employer and the Union.

ARTICLE 9 UNION REPRESENTATION

SECTION 1. The Employer shall recognize three (3) employees to act as Union Stewards for the purpose of processing grievances in accordance with the grievance procedure.

SECTION 2. The Union shall provide to the Employer an official roster of its Local Officers and Local Union Stewards which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Immediate supervisor
- (5) Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

SECTION 3. The investigation and writing of grievances may be on duty time so long as such activity does not interfere with the employee's regularly assigned daily duties or with any emergency situation, and so long as only those employees officially on duty respond to any emergency situation.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

SECTION 4. Rules governing the activity of Union representatives are as follows:

- (1) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized by the Chief or his designee.
- (2) The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- (3) The Union employee official (Steward) shall cease Union activities immediately upon the request of the employee's immediate supervisor.

ARTICLE 10 UNION LEAVE

SECTION 1. A total of Forty-eight (48) aggregate hours of paid Union leave shall be granted each year to the Union for union members to attend Union functions, meetings and/or conventions.

ARTICLE 11 LABOR-MANAGEMENT CONFERENCE

SECTION 1. In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party, at least five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending.

A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than semi-annually unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiation meetings.

SECTION 2. The purpose of such meeting(s) shall be limited to:

- A) Discuss the administration of this Agreement;

- B) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- C) Disseminate general information of interest to the parties;
- D) Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- E) Discuss ways to increase productivity and improve efficiency;
- F) Consider and discuss health and safety matters relating to employees.

SECTION 3. There shall be no more than three (3) Union representatives in attendance at the Labor-Management Conference. There shall be no more than three (3) Employer representatives at the conference.

ARTICLE 12 RULES AND REGULATIONS

SECTION 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or in any representative capacity of the Township, or in the conduct of the Employer's services and programs.

SECTION 2. Copies of newly established written work rules, or amendments to existing work rules will be furnished to and discussed with IAFF President at least fifteen (15) work days prior to the effective date of such rules or amendments. Should any work rules conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict. It is understood, however, that emergency circumstances may arise that necessitate immediate implementation of said rules. Should this occur, effected employees shall be notified by the Chief or his designee.

SECTION 3. Within ninety (90) days from the date of the execution of this Agreement, the Township shall furnish to the Union, a copy or copies of the existing written work rules. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement.

ARTICLE 13 PERSONNEL FILES

SECTION 1. It is recognized by the parties that the Employer may prescribe regulations, custody, use and preservation of records, paper, books, documents and property pertaining to the Employer. However, every employee shall be allowed to review his or her own personnel file at a reasonable time designated by the Chief upon written request. If any employee is involved in a grievance regarding which matters in his/her personnel file may be material a Union representative will also be granted access to the employee's personnel file at reasonable times where such access is authorized in writing in advance by the employee at a reasonable time as designated by the Chief.

SECTION 2. For the duration of this Agreement, and any extension thereof, if an employee upon examining his/her personnel file has reason to believe that there are inaccuracies in those documents to which he or she has access, the employee may write a memorandum to the Chief or his designated representative explaining the alleged inaccuracy. If upon investigation the Chief or his designee sustains such allegations, he may do one of the following:

- A) The employee's memorandum may be attached to the material in question and be placed in the file with a note from the Chief indicating his concurrence, or
- B) The Chief or his designee may remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

SECTION 3. For the duration of this Agreement, and any extension thereof, any new material placed in an employee's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the employee, may be reviewed. If such material is not accurate (see Section 2 above) but employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Chief or his designee a written clarifying or

explanatory memorandum attached to the material to which it is directed and placed in the employee's personnel file.

SECTION 4. Personnel files shall not be available, except to the extent allowed by law, for review by anyone other than authorized Employer personnel without the prior written authorization for such by the employee whose file or information therein is requested. All information contained in an employee's personnel file will be considered to be private to the extent authorized by the Privacy Act as amended by any enabling legislation and past or future decisions rendered by any court having the appropriate jurisdiction.

ARTICLE 14 CORRECTIVE ACTION - DISCIPLINE

SECTION 1. No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.

SECTION 2.

- a. Discipline will be applied in a corrective, progressive and uniform manner.
- b. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- c. Whenever the Employer and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled within fifteen (15) calendar days of the alleged misconduct. In the event the Employer cannot schedule said hearing in the time limits set in this paragraph, the Employer shall notify the Union and request the additional time needed. Said request for additional time shall not be unreasonably denied by the Union. The pre-disciplinary hearing procedure shall be as follows:
 1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Union at least five (5) days before the

hearing. The employee, with the Union's Approval, shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" fire administrator selected by the Employer, a fire administrator who is not involved in any of the events giving rise to the offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.

3. Within ten (10) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Union, and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

SECTION 3. An employee, receiving a notice of a pre-disciplinary hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee shall sign a form waiving the hearing, witnessed by an official of the union and in the presence of the Fire Chief or his designee. All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing, shall also waive the grieving of any discipline imposed

SECTION 4. Following the hearing, any employee receiving an order of suspension or dismissal, may appeal such order at **Step 3** of the Grievance Procedure, within five (5) days of the receipt of the written decision.

SECTION 5. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 6. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following time frames:

Oral and written reprimands	12 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

Records of disciplinary action taken against an employee shall remain in the employee's personnel file for the duration of his/her employment.

SECTION 7. An employee may inspect his own personal "Personnel File" as set forth in this Agreement.

SECTION 8. As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

ARTICLE 15 PROBATIONARY PERIODS

SECTION 1. Every newly hired employee shall be required to serve a probationary period of one (1) year and may be dismissed at any time during the first year without cause.

Newly hired employees shall be eligible to join the Union. However, if such newly hired employee is dismissed during his initial hire probationary period, he/she shall have no right of appeal through the grievance procedure set forth herein.

SECTION 2. Each newly promoted employee shall be required to serve a probationary period of six (6) months. In the event a promoted employee fails to complete the required probationary period, he/she shall be returned to a position in the rank from which he/she was promoted.

ARTICLE 16 SENIORITY

SECTION 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. Once continuous service is broken, the employee loses all previously accumulated seniority.

SECTION 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

SECTION 3. Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

SECTION 4. Employees shall lose all seniority and employment rights upon any of the following:

- A) Discharge for just cause;
- B) Retirement;
- C) Layoff in excess of thirty-six (36) months;
- D) Failure to produce documentation required for eligibility for recall in accordance with Article 31, Layoff and Recall;
- E) Failure to return to work within fourteen (14) days after the mailing of notice of recall layoff, unless the failure to return within such days is not within the control of the employee, or within such days the Employer agrees to an alternate date for the employee to return to work;
- F) Failure to return to work upon expiration of an approved leave of absence;
- G) Absence of three (3) or more consecutive work days without reasonable excuse;
- H) Resignation from employment with the Employer.

SECTION 5. The Employer shall post a seniority list, once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

ARTICLE 17 GRIEVANCE PROCEDURE

SECTION 1. The word "grievance" as used in this Agreement refers to an alleged failure of the Employer to comply with the provisions of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or just or inequitable treatment. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement which are controlled by the resolutions of the Liberty Township Trustees, or by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

SECTION 2. A grievance, under this procedure, may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance

involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance. Any employee may present a grievance and have it adjusted, so long as such adjustment is not inconsistent with the provisions of this Agreement.

SECTION 3. All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 4. The written grievance shall state on the grievance form the specific article and paragraph of this Agreement alleged to have been violated, an explanation of the facts, and the relief requested.

SECTION 5. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Employee. Work days, as used in this Article, shall not include Saturdays, Sundays or holidays.

SECTION 6. Each grievance shall be processed in the following manner:

STEP 1 - CHIEF: The aggrieved employee shall present the grievance, reduced to writing, on the appropriate form to the Chief within seven (7) working days following the occurrence of the incident which gave rise to the grievance. No grievance shall be considered later than seven (7) working days following the occurrence of the incident which gave rise to the grievance, except that employees who are on approved vacation, sick leave or leave of absence may file within seven (7) working days following their return to work; or if the Chief is absent from duty on the last filing day, then on the first day the Chief returns to duty, whichever occurs last. The Chief shall within seven (7) working days of receipt of the grievance meet with the aggrieved employee and his Union steward, if the former desires, and witnesses he considers necessary to arrive at an answer. Following the conclusion of the meeting, the Chief shall have seven (7) working days to respond in writing to the grievance.

STEP 2 - TOWNSHIP TRUSTEES: Should the grievant not be satisfied with the answer he received at Step 1, he shall within seven (7) working days after receipt thereof present the grievance to the Township Trustees.

The Township Trustees shall, within seven (7) working days of receipt of the grievance, meet with the aggrieved employee and his steward, if the former so desires, and any witnesses necessary to expedite a resolution of the grievance. Following the conclusion of the Step 2 meeting, the Township Trustees shall have seven (7) working days to respond in writing to the grievance.

STEP 3 - ARBITRATION: If the grievance is not adjusted at Step 2, the Union may appeal the grievance in the following manner:

A) In the event the said grievance is one of suspension, demotion or removal, then the grievance may be appealed to the Civil Service Commission of Liberty Township in accordance with the Ohio Revised Code.

B) The Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within ten (10) days of the receipt of the Step 2 answer. Upon submission of the notice to arbitrate to the Township Trustees, the parties shall within fourteen (14) days, jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. In the event the grievance is not referred to arbitration within the time limits prescribed herein, the grievance shall be considered resolved based upon the Step 2 answer.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method striking names from the list of seven (7) names submitted to the parties by FMCS. The parties shall flip a coin to determine who will strike first. Then the other party shall strike a name and the parties shall alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within the time limits established by FMCS. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that it proper within the limitations expressed herein.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. Except in the instance where management has established a new classification/rank, the arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in no event more than ten (10) days prior to the date the grievance was filed.

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

The decision of the arbitrator shall be final and binding upon the Union, the Employee, and the Employer. All costs directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in what proportion the parties shall share the cost. Cost does not include the parties' respective attorney fees.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter. In the event one party

desires a court reporter and one does not, transcripts shall be provided to both parties with each paying the cost of the transcript requested by them. The aggrieved employee, in addition to the Union steward who represented him at Steps 1 and 2 of this procedure, is entitled to have present during the arbitration hearing two (2) non-employee Union representatives. Employee representatives, witnesses and the grievant shall suffer no loss of straight time pay as a result of attendance in any arbitration hearing.

C) An election of either Step 3A or 3B by the Employee or the Union shall be an exclusive remedy and shall absolutely bar an election of the remaining alternate grievance resolution procedure.

SECTION 7. Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time when necessary to comply with the time restrictions herein. The Employer representative, Union representative or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party (ies).

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at the adjustment of the grievance.

SECTION 8. Nothing in this Article is intended to deny any employee any rights available to law to have redress of their legal rights including the right to appeal under Section 124.34 of the Ohio Revised Code, however, once an employee elects legal action, he is thereafter denied the remedy of the grievance procedure and arbitration provided herein.

ARTICLE 18 SICK LEAVE

SECTION 1. Sick leave, for those employees who work a 24-hour schedule, shall be earned at the rate of fourteen (14) hours for each month of active service with the Employer, to a maximum yearly accumulation of one hundred sixty-eight (168) hours.

Those employees, who work an 8-hour schedule, shall earn ten (10) hours for each month of active service with the Employer, to a maximum yearly accumulation of one hundred twenty (120) hours.

SECTION 2. If illness or disability continued beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personnel leave in accordance with the appropriate sections of this Agreement.

SECTION 3. Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 4. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A) Illness or injury of the employee, illness or injury of an employee's immediate family where the employee's presence is substantiated and approved by the Chief;
- B) Death of a member of the employee's immediate family;
- C) Medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D) A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others, and
- E) Pregnancy and/or childbirth and other conditions related thereto.

SECTION 5. The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action up to and including removal.

SECTION 6. When an employee is unable to work, he shall notify the Chief or other designated person, no less than one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the Chief.

SECTION 7. Employees intentionally failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with intent to defraud may be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

SECTION 8. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform the duties. Such physician's statement will be required for absences of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

SECTION 9. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position.

If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

SECTION 10. In the event that an employee does not use any sick leave; worker's compensation; or any unpaid leave of absence, the employee shall be entitled to a sick leave incentive bonus in accordance with the following schedule payable quarterly:

- \$50.00 per month January 1 to March 31
- \$50.00 per month April 1 to June 30
- \$50.00 per month July 1 to September 30
- \$50.00 per month October 1 to December 31

If employee does not use any sick leave, workers' compensation or leave of absence during any quarter, the employee shall be entitled to an additional \$25/quarter bonus at the end of the quarter for a total of \$175 per quarter.

Sick leave incentive bonus shall be paid in the first pay, following the completion of the above listed dates, as defined with this section.

SECTION 11. Any member of local 2075 when reporting off on sick leave will not be allowed to work overtime until the member has worked a full twenty-four (24) hour shift prior to the assigned overtime shift.

Any member reporting off on sick leave the day before and/or the day after a paid holiday will not be eligible for holiday pay for the holiday worked unless a physician's note or return to work slip is provided to the Employer upon reporting to work on the next scheduled shift.

ARTICLE 19 CONVERSION OF UNUSED SICK LEAVE

SECTION 1. Employees hired after August 1, 1988, who are both eligible for and elect to take their "Police and Fire Disability Fund" benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

- A) Employees may receive, after completion of ten (10) years of continuous service with the Liberty Township Fire Department, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. Each employee is entitled to a maximum accrual of two-thousand four hundred ninety six (2,496) hours for the purpose of cashing out. This does not limit the accrual of sick time for the purpose of using sick leave during active employment.

- B) Employees who are deceased as a result of injury or illness incurred in the line of duty and who have completed at least one (1) year of service with the Liberty Township Fire Department, may receive a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment allowable under this provision shall be one hundred twenty (120) hours of pay calculated at one-eighth (1/8) of nine hundred sixty (960) hours of sick leave accrued but unused.

SECTION 2. Employees hired prior to August 1, 1988, shall continue to be eligible to receive payment of their unused portion of sick leave at the rate of 33 and 1/3 of the unused portion upon retirement, death or disability. All other employees shall be eligible to receive payment of their unused portion of sick leave at a rate of twenty-five percent (25) of the unused portion upon retirement or disability.

ARTICLE 20 INJURY-ON-DUTY

SECTION 1. In the event that an employee is injured while in the performance of his job duties, for which a worker's compensation claim is filed and granted by the State of Ohio, the employee will be entitled to continuation of full pay and benefits (except accrual of sick leave while off on injury on duty status) less any compensation received from the State of Ohio Bureau Worker's Compensation, not to exceed a period of six (6) continual months (per injury) from the date the employee is injured on duty.

Every three (3) months the injured workers status and progress will be reviewed by the Fire Chief and Trustees along with the information provided by the townships MCO and the Bureau of Workers Compensation (BWC).

The six (6) month period of Injured on Duty (IOD) may be extended at the sole discretion of the Township Trustees.

SECTION 2. The benefits shall be computed on the basis of forty-eight (48) hours per week. No employee will be entitled to more than six (6) months continuation of pay and benefits as designated above. Should an employee's injury extend beyond the six (6) months set forth in this Article, the Employer shall only be obligated to offer such employee the option to purchase hospitalization insurance coverage at the Township's prevailing premium rate.

SECTION 3. Upon application by the employee for injured on duty status, a written report from a licensed physician, psychologist, or hospital stating that the absence is a direct result of the injury and that the employee is totally unable to perform his normally assigned duties; proof of filing of Worker's Compensation Claim; and the approval of the Township, the Township shall place the employee on such benefit status. The employee will be paid his full benefits as provided above.

SECTION 4. At such time as the State of Ohio Worker's Compensation begins making payments to the employee, the employee shall reimburse the Employer all retroactive benefits and all future weekly benefit payments from the Bureau of Workers Compensation in return for the continuation of the employee's continuation of benefits as provided above.

SECTION 5. Lump sum benefits in payment of permanent partial or total disability damages shall be retained by the employee.

SECTION 6. In the event an employee's claim should be rejected by the Bureau of Workers Compensation, the employee may be granted sick leave with pay as defined in Article 18, Sick Leave, of this Agreement, provided the employee is eligible for such sick leave.

SECTION 7. In the event an employee does not have sufficient sick leave hours to cover his time off, the employee shall reimburse the Township, dollar-for-dollar, in one cash lump sum or shall have the monies owed the Township deducted from his payroll check at a rate of ten percent (10%) per day until the balance owed is paid in full.

SECTION 8. Falsification of claims, written statements, or physician's certificates shall be grounds for disciplinary action, up to and including removal.

ARTICLE 21 LIGHT DUTY ASSIGNMENT

SECTION 1. In the event of an injury off duty and/or an illness to a member of the bargaining unit, which could limit him or her from performing all of their assigned duties, the employee may at the discretion of the chief, and light duty work being available, be placed on a light duty assignment, for a period of time not to exceed one (1) year. The one (1) year period may be extended at the discretion of the Fire Chief and the Township Trustees.

SECTION 2. The employee must make a written request to the Fire Chief for a light duty assignment. When making such a request, the employee shall provide signed medical documentation, verifying the employee's injury or illness, which would prevent the employee from performing all his assigned duties. The Fire Chief shall review the documentation and verify all information submitted.

SECTION 3. In the event, an employee is injured on duty and the employee will not be able to perform his or her assigned duties, the employee shall be placed on Injured on Duty (IOD) status. If the employee is able to perform such duties as listed in Article 21, Section 4, Light Duty Assignment, the Fire Chief will then request the employee be placed on light duty. Approval for the employee to be placed on light duty will be based on the recommendations from the employee's physician, the State of Ohio, Bureau of Workers Compensation (BWC) and the Township's MCO.

If there is a conflict as to the ability of the employee to perform the stated light duty assignments, the Independent Medical Exam (IME) will be conducted at the expense of the Township to settle the disagreement.

The employee can be placed on light duty for a ninety (90) day period. The ninety (90) day period can be extended up to six (6) months at the discretion of the Fire Chief and/or the recommendation of the employee's physician, the Township's MCO and the Ohio State Bureau of Worker's Compensation (BWC).

SECTION 4. Light duty assignment may include, but not limited to the following duties:

1. Assist with fire investigations;
2. Pre-fire planning;
3. Assist in developing and presenting training programs;
4. Assist with demonstrations and inspections;
5. Clean and maintain fire station office facilities.

SECTION 5. Once an employee has been medically cleared to return to duty, the employee will be returned to the employee's previous assignment prior to being placed on a light duty assignment.

SECTION 6. A request for light duty assignment shall not be unreasonably denied.

ARTICLE 22 LEAVE OF ABSENCE

SECTION 1. The Employer may grant a personal leave of absence to any employee for a maximum period of thirty (30) calendar days. Requests for personal leave must be submitted at least two (2) weeks in advance and approved by the Chief.

SECTION 2. The Employer may, upon receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury or illness and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year.

SECTION 3. An employee, who requests an unpaid leave of absence as defined in

Section 2 above, shall submit to the Employer a signed physician's statement to include the following information:

- A) Nature of sickness, injury or illness;
- B) Date leave shall begin and approximate date of termination of such leave;
- C) Statement that employee is unable to perform his regular duties.

SECTION 4. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position any time during such unpaid leave of absence as defined in Section 1 above. The cost of the examination shall be paid by the Employer.

SECTION 5. Upon completion of a leave of absence as specified in Section 2, the employee shall be returned to the position which he formerly occupied. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge. Failure to return to work upon the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

ARTICLE 23 BEREAVEMENT LEAVE

SECTION 1. Bereavement leave not chargeable as sick leave for death in the immediate family shall be granted as follows: Time off with regular pay not to exceed one (1) scheduled duty day. If death occurs on a duty day, that day will not be counted.

For the purpose of this section, immediate family is defined as: spouse, children, parents, parents-in-law, step-parents, brothers, sisters, grandparents, spouse's grandparents, grandchildren, half brothers and sisters, brother-in-laws and sister-in-laws, spouse's siblings or sibling's spouses, other members of the family who reside at the employee's residence.

ARTICLE 24

MILITARY LEAVE TIME

SECTION 1. All full-time employees shall be granted a leave of absence with differences in pay for military duty, not chargeable to sick leave, earned days off, or vacation time, for summer camp and weekend drills.

ARTICLE 25 JURY DUTY

SECTION 1. An employee called for jury duty shall be granted a leave of absence for the days on which he qualifies to be compensated by the appropriate court as a juror. The Township will compensate the employee on such days for the difference between his jury duty compensation and his regular pay. To be eligible for such pay, an employee must present verification of his call to jury duty and the amount received as compensation.

SECTION 2. No employee will be required to work any later than eight (8) hours before he has to report for jury duty. This entitles each employee a minimum of eight (8) hour break between the completion of his work schedule and reporting for jury duty.

SECTION 3. An employee reporting for jury duty that is excused and is scheduled for work shall report to work so long as he has eight (8) hours off between the completion of his turn and his next reporting time for jury duty.

SECTION 4. The Fire Chief will be responsible to give the employee the scheduled turn off or relieve the employee from duty so that the employee has his eight (8) hour break when the employee is working.

ARTICLE 26 VACATIONS

SECTION 1. Each full-time employee, who has completed one (1) year of continuous service with the Employer, will be granted paid vacation leave in accordance with the following schedule:

For those employees who work a 24-hour work schedule

After one (1) year of service	4-24/hr tours
After five (5) years of service	6-24/hr tours
After ten (10) years of service	8-24/hr tours
After fifteen (15) years of service	10-24/hr tours
After twenty (20) years of service	12-24/hr tours

Vacation leave shall be taken in not less than twelve (12) hour increments.

For those employees who work an 8-hour work schedule

After one (1) year of service	10-8/hr tours
After five (5) years of service	15-8/hr tours
After ten (10) years of service	20-8/hr tours
After fifteen (15) years of service	25-8/hr tours
After twenty (20) years of service	30-8/hr tours

Vacation leave shall be taken in not less than eight (8) hour increments

SECTION 2. As provided in O.A.G., an employee serving in the National Guard of Ohio shall receive credit for vacation equal to the time served with the National Guard. Likewise, an employee who was serving on active duty with the armed forces of the United States for a period of a year or more shall receive credit for vacation. The vacation time credit shall equal the number of years in active service but not to exceed four (4) years of active duty. If an employee has served in both the Ohio National Guard and the United States Armed Services, he must choose from which duty he will receive his vacation credit. An employee will not be given double credit. Reserve time or active duty time less than a year does not count for vacation credit. An employee must furnish a D.D. Form 214 to receive this credit.

SECTION 3. Vacation shall be granted at any time mutually agreed upon by the employer and the employee and must be taken in the year following the year in which it is accrued.

Vacation Report Sheets will be posted from January 1 through January 30. During this period of time preference will be give to seniority. After January 30, the requests

will be granted on a first-come first-serve basis.

An employee, who works a twenty-four (24) hour tour, may carry over forty-eight (48) hours of vacation leave into the next year provided the vacation is used in the next year. An employee, who works an eight (8) hour tour, may carry over forty (40) hours of vacation leave into the next year provided the vacation is used in the next year.

Carry over vacation not used in the subsequent year shall be forfeited by the employee. Sick leave, leave of absence or worker's compensation unless on approved Injured on Duty Status, shall not be considered as time for vacation eligibility under this provision.

SECTION 4. Any employee severing employment with the Employer prior to their anniversary date in any given year shall be paid for any vacation accrued to date in accordance with the accrual rates specified in Section 1 of this Article.

SECTION 5. Each employee shall be entitled to receive a maximum of forty-eight (48) hours of accrued unused vacation time paid in cash in one lump sum each calendar year. In order to receive cash payment for such unused vacation time, an employee must notify the Chief in writing at least two (2) weeks prior to the pay day in which they wish to receive payment. Requests for cash conversation pursuant to this Article may be submitted at any time during the calendar year. However, such requests will only be approved if an employee requesting payment has an available vacation leave balance.

SECTION 6. All requests for use of vacation time must be submitted to and approved by the Chief at least forty-eight (48) hours in advance.

ARTICLE 27 HOLIDAYS/PERSONAL DAYS

SECTION 1. Each full-time employee shall receive ninety-six (96) hours off each year as paid holidays. It is further agreed that when any employee is required to work on any of the following holidays he shall receive twenty-four (24) hours of pay at his regular hourly rate plus an additional twenty-four (24) hours of Holiday Pay. When working a twelve (12) hour shift overtime on a holiday, each full-time employee shall receive time and one-half pay plus an additional nine (9) hours pay.

Holiday time shall be taken in no less than twelve (12) hour increments. Members may

cash out forty-eight (48) hours of paid holiday no later than first pay of September of each year.

Those holidays are:

- New Year's Eve (December 31st)
- New Year's Day (January 1st)
- Independence Day (July 4th)
- Thanksgiving Day
- Presidents Day (Township Observance)
- Memorial Day (Township Observance)
- Labor Day (Township Observance)
- Veterans Day (Township Observance)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

SECTION 2. To be eligible to receive payment pursuant to this Article, the employee must complete a full twenty-four (24) hour tour of duty when working any specified holiday. Requests for use of holiday time off must be submitted to and approved by the Chief at least forty-eight (48) hours in advance.

SECTION 3. Each employee shall be entitled to twenty-four (24) hours per year to be used at his personal discretion. Personal time (known as Kelly Day) shall not be cumulative year to year, nor shall there be any monetary compensation forthcoming for personal time that an employee fails to use. Personal time may be used in one (1) hour lump sum or in segments. Any employee requesting Personal Time must notify the OIC by 6:00AM.

ARTICLE 28 TEMPORARY ASSIGNMENTS

SECTION 1. Firefighters shall be required to perform only those duties specified in their individual position descriptions.

SECTION 2. When a full-time firefighter is to perform the duties and responsibilities of a Lieutenant, such firefighter shall be paid the Lieutenant's rate for the period served in that capacity. When a Lieutenant performs the duties and responsibilities of a

Captain, such Lieutenant shall be paid the Captain's rate for the period served in that capacity. When a Captain performs the duties of the Chief, said Captain shall be paid the Chief's rate of pay for the period served in that capacity.

Members shall only receive out of rank pay in the next highest rank. (i.e.) A lieutenant may only receive Captains pay rate and is not eligible for Chiefs pay rate.

ARTICLE 29 HOURS OF DUTY

SECTION 1. The regular work day for all bargaining unit members (except the Fire Inspector) shall consist of twenty-four (24) consecutive hours and the normal workweek shall consist of forty-eight (48) hours.

All work and duty performed beyond the number of hours in the normal workday and the normal workweek shall be considered as overtime.

SECTION 2. The Fire Inspector shall work a forty (40) hour workweek consisting of five (5) eight (8) hour consecutive days in a seven-day cycle, with weekends and Township recognized holidays off.

Any time over the normal forty (40) hours will be considered overtime. The Fire Chief shall determine the duties of the Fire Inspector. The Fire Inspector will not be considered turn personnel. The Fire Inspector will not be used in a capacity to be included in daily staffing levels. The Fire Inspector will be able to assist at the scenes of fires and emergencies as determined by the Incident Commander.

SECTION 3. It is agreed that there will be no reduction in pay should an employee be temporarily transferred from the above cited work schedules, (Sections 1 & 2 above) to a lesser hour workweek by the Chief of the Department.

SECTION 4. The regular workday shall begin between the hours of 7:00 AM and/or 8:00 AM at the sole discretion of the Fire Chief. Any changes to the beginning of the workday shall be changed by the Fire Chief with a thirty (30) day advanced notice to the Union.

SECTION 5. It is agreed that changes in working hours shall not be used for the purpose of harassment.

ARTICLE 30

OVERTIME PAY

SECTION 1. When an employee of the fire department is required to perform work and duty in excess of a normal work day or work week, the employee shall be paid at the rate of time and one-half (1/2) or equal compensatory time off.

SECTION 2. When an employee is called in from off-duty to an incident, the employee shall be paid at a rate of time and one-half (1-1/2) per call at a three (3) hour minimum with a maximum of one (1) per day. Any additional call outs within the same twenty-four (24) hour period shall be compensated by receiving one and one-half (1-1/2) times the employee's normal hourly rate paid hour for hour. There is a fifteen (15) minute maximum response on "Call Outs". The Chief and OIC, at their sole discretion, may extend the maximum response times for certain events and extraordinary circumstances.

SECTION 3. The Employer agrees that full-time firefighters shall have preference to fill overtime to make a three (3) man turn of full-time firefighters. Full-time firefighters shall be called first when a shift needs to be filled or any partial turn in excess of three (3) hours. If the Employer is unable to contact the senior man, the next man will be called according to seniority. Overtime will be divided equally among the firefighters. Members of Inspection Division of the Fire Department shall be included in over-time providing the over-time does not interfere with normal working hours.. Those members in inspection division must maintain a current EMT certification. Inspection members will not be included in minimum staffing levels for suppression

SECTION 4. Training, meetings or investigations shall not be considered a tour of duty unless previously approved by the Fire Chief and shall be compensated to the extent of the actual time involved.

SECTION 5. Any employee who is required to appear in Court while off duty at the request of the Employer or on behalf of the Employer shall be compensated at an hourly rate of time and one-half based on his salary. Such employee shall submit satisfactory proof of the time spent in Court.

ARTICLE 31 LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff or job abolishment is

necessary, they shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

SECTION 2. The Employer shall determine when layoffs will occur. Within each rank affected, employees will be laid off in accordance with their seniority.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be required to produce documentation, i.e., certificates of completion, etc., that they have of their own accord and at their own cost completed and remained current with all state required firefighter training and qualifications, including but not limited to, EMT certification, physical fitness requirements, etc., upon receipt of the recall notice in accordance with Section 5 of this Article. Employees who fail to produce any such required documentation within ten (10) calendar days following the mailing of the recall notice shall lose all re-employment rights pursuant to any applicable provision of this Agreement. Employees who remain eligible for recall shall be recalled in the inverse order of layoff.

SECTION 4. Notices of recall shall be sent to the laid off employees by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee.

SECTION 5. The recalled Employee shall have ten (10) calendar days following the mailing of the recall notice to respond and produce the documentation required in Section 3 of this Article to the Employer/designee and no more than fourteen (14) calendar days to return to work, unless the Employer agrees to an alternate date for the Employee to return to work.

SECTION 6. Any vacancy that takes suppression below fourteen (14) personnel must be filled within sixty (60) days of the last day of work of the member creating the vacancy or that vacancy will constitute a lay off and lay off procedures will be followed.

ARTICLE 32 UNIFORMS

SECTION 1. Each full-time non-probationary employee shall be entitled to a uniform allowance of Six Hundred Dollars (\$600.00) paid in cash to the fire fighter on the first pay in May of each year. In addition to the purchase of uniforms, each firefighter shall be required to purchase from the Six Hundred Dollars (\$600.00) uniform allowance any necessary gloves, hoods, flashlights, batteries and helmets. The Township will continue to provide bunker coats, pants and boots.

SECTION 2. Probationary employees shall receive a uniform allowance of Two Hundred Dollars (\$200.00), paid in cash at the time of appointment. The Township will provide the probationary firefighter with helmet, firefighting gloves, hood, boots and turnout gear. Probationary employees shall reimburse the Township for the \$200.00 uniform allowance if he/she terminates their employment within 12 months of appointment not completing a full year of employment prior to termination.

ARTICLE 33 HEALTH MAINTENANCE STANDARDS

SECTION 1. The parties agree that during the life of this Agreement, they will engage in discussions for the purpose of establishing health and safety maintenance standards. Policies regarding the establishment of health and safety maintenance standards will not be unilaterally implemented except to the extent mandated by law.

ARTICLE 34 INCENTIVES

SECTION 1. If the Employer pays for the training of employee(s) for certification as a Paramedic, then said employee(s) shall remain on the Fire Department for three (3) consecutive years from the date of said certification or the employee shall be required to reimburse the employer for all costs of said training expended by the Employer.

SECTION 2. The Employer agrees to pay for any required continuing education needed to maintain Paramedic and Fire-related certification. Time off to be granted at the discretion of the Fire Chief.

ARTICLE 35 RIGHTS OF THE PARTIES

SECTION 1. The Township reserves and retains all powers, authority and prerogatives, under Federal, State and local statutes for the exercise of the regular and customary functions of the Township management.

SECTION 2. All rights and privileges held by the employees of the fire department at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, unless changed by mutual agreement. This provision does not apply to the right of firefighters to leave the station for emergency matters while on duty, unless approved by the officer in charge.

SECTION 3. In contract negotiations requested by either party, the Employer agrees that two (2) accredited representatives of the Union shall be granted leave from their duty, if necessary, and without loss of pay, for the purpose of representing the Union during the negotiations.

SECTION 4. The Employer agrees that it will not contract out work usually and customarily performed by full-time firefighters, including the provision of emergency ambulance for the life of the contract. Nothing in this section shall be construed to infringe on the powers of the Employer in areas considered management rights as enumerated in R.C. 4117 ET. Seq.

SECTION 5. The Employer agrees to schedule a minimum of three (3) full-time firefighters per shift.

Nothing in this section shall be construed to infringe on the powers of the Employer in areas considered management rights as enumerated in R.C. 4117 ET. Seq.

SECTION 6. The Employer may utilize part-time employees to compliment the existing personnel provided that all such part-time employees are certified paramedics and are at minimum Firefighter-II certification. No premium pay will be paid to part-time employees. (Premium pay shall be defined as one and one-half (1 ½) times the hourly rate of the Step 1 Fire fighter/ medic.) Part-time employees will not accumulate more hours per week then any full time employee of the Liberty Fire Department. Part-time employees will not exceed more than thirty-six (36) hours per week or more than fifteen hundred (1,500) hours per year. Part-time employees shall not be scheduled sufficient hours to merit entitlement to fringe benefits under state or federal law. The Employer agrees not to utilize part-time employees when any full-time employee is laid off.

SECTION 7. The investigation of fires shall be performed by full-time firefighters only. If a full-time firefighter is not on the scene and available to conduct the investigation, then a full-time firefighter is to be called out to conduct the investigation.

SECTION 8. In order to promote a more professional and more qualified Fire Department, all members of Local 2075 will become Emergency Medical Technicians (EMT-B) and/or remain EMT-B. There will be no cost to the members and all training and continuing education is already covered by the Emergency and Ambulance Fund Budget.

All members that are currently required to maintain an EMT-Paramedic status are required to maintain their certification indefinitely.

SECTION 9. All Fire Department officers appointed to the rank of Captain must obtain within one (1) year of the date of promotion an Ohio State Fire Safety Inspector Certificate. He/she must maintain same as current and in good standing during the period he serves as Captain. All training and certifications will be paid for by the Township.

It is acknowledged that in special situations and/or emergency situations suppression personnel may perform inspections. These persons will not be considered part of the Fire Prevention Division.

ARTICLE 36 INSURANCE COVERAGE

SECTION 1. The Township agrees to pay full coverage of International of Firefighters - Group Accident Insurance Plan.

SECTION 2. The Employer shall continue to provide full time bargaining unit employees and their eligible dependents, major medical, dental and vision insurance coverage as outlined in Appendix A. Effective the first pay period, (following the execution of this agreement), and for the duration of this agreement, bargaining unit employees, covered under the employers health insurance plan, as defined in Appendix A, shall pay an employee health insurance contribution (of the total combined cost coverage for major medical; vision and dental) according to the following schedule:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Single:	12% of yearly premium	% of yearly premium	% of yearly premium
EE/Dependant(s):	12% of yearly premium	% of yearly premium	% of yearly premium
EE/Spouse:	12% of yearly premium	% of yearly premium	% of yearly premium
Family:	12% of yearly premium	% of yearly premium	% of yearly premium

Payments will be made through by-weekly payroll deductions, calculated as follows:

Yearly health premium (appropriate monthly premium x 12 months) times yearly employee percentage contribution (2014: 12%; 2015: reopener % to be negotiated; 2016: reopener % to be negotiated) divided by 26 by-weekly pay periods.

(Example: 2014 Family coverage (major medical, dental and vision) is \$1,132.07 per month x 12 months = yearly premium of \$13,584.84; x 2014 percentage of 12% equals \$1,630.18 ÷ by 26 bi-weekly pay periods equals \$62.70 bi-weekly payroll deduction for employee health insurance contribution.)

The parties may re-open this provision pursuant to statute and rule at the end of the first contract year, or such other time as the parties may both agree.

For a one (1) year period ending December 31, 2014, the employee health insurance contribution for “Family” rates shall be capped at \$125.00 per month.

Employees may op-out of vision and/or dental coverage to reduce their contribution costs. In addition, employees may elect to op-out of health insurance coverage and receive a monthly stipend as allowed by Township resolution, provided the employee qualifies for the monthly stipend.

2014 Contributions:

Single:	\$ 17.06 per pay x 26 pays = \$ 443.56 per year
Employee/Dependent(s):	\$ 29.90 per pay x 26 pays = \$ 777.40 per year
Employee/Spouse:	\$ 37.27 per pay x 26 pays = \$ 969.02 per year
Family:	\$ 53.30 per pay x 26 pays = \$1,385.80 per year

In addition, the Employer will provide and pay the premium for a life insurance policy for each employee in the amount of thirty-five thousand dollars (\$35,000.00).

Age and service retirement employees shall be offered the right to maintain the Township group life insurance benefits provided to active employees at the cost of

the retirees, who shall either reimburse the Township for the premium paid or pay direct payment to the insurance carrier, if the group life insurance provider will allow for the continuation of benefits to retirees.

SECTION 3. In the event the yearly cost to provide a Maintenance of Benefits without any decrease in benefits of any kind to the employees, paid by the Employer, to the Health Insurance premiums, increases in excess of twenty-five percent (25%) of the previous year's premiums costs, the Employer may request to re-open the agreement to negotiate with the IAFF necessary provisions to maintain paid monthly premiums at an affordable level the Employer.

If during the term of this agreement the employer provided group health insurance coverage plan is mandated by the Federal Affordable Health Care Act (aka OBAMACARE) to make changes, revisions or modifications to the Group Healthcare Plan provided the Employees by the Employer, which increases covered employees and dependents' deductibles, co-payments, or eliminates certain coverages or benefits, the Employer shall not be responsible for reimbursing the Employees or Dependents for any out of pocket expenses for an such increases or non covered health services and the Employer's only financial responsibility will be to pay the Employer's share of the Employer Sponsored Heathcare Plan premiums.

SECTION 4. At least four (4) months prior to the renewal date of the current hospitalization plan, or prior to the re-opener specified in Section 3 of this article, a "Township wide Health Insurance Review Committee" shall be convened by the Board of Trustees to review the current hospitalization plan. This committee shall review the current plan, and shall participate in the preparation of putting out for bids the hospitalization insurance coverage. After the committee's initial year of establishment, the committee shall meet at least quarterly. This committee shall consist of six (6) members from the following:

- One (1) representative from the IAFF
- One (1) representative from the OPBA
- One (1) representative from the Teamsters
- Three (3) representatives appointed by the Board of Trustees

SECTION 5. These committee members shall be selected and/or appointed at the sole discretion of their respective organization. The Chairperson shall be determined from one of the three (3) appointees from the Board of Trustees. The Committee shall, at its first meeting, establish rules and regulations for governing the committee.

However, the rules and regulations shall provide that each of the six (6) members shall have one (1) vote and that a majority vote will be controlling. Each representative shall have the opportunity to use any advisor or consultant it deems necessary. The committee will review all bids and will be involved in any and all discussions with proposed carriers when any presentation is made to the Board of Trustees.

SECTION 6. The Township shall provide and pay charges for surgery to improve nearsightedness; farsightedness; and/or astigmatism that change the shape of the cornea. Benefits shall include the facility fee and materials related to surgery. Covered surgeries may include but are limited to excimer laser photorefractive keratectomy, heratomileusis and epikeraoplasty. This benefit is limited to the employee only. Employee dependants are not eligible for this benefit. This a one-time benefit subject to the calendar year deductible with coverage at 80% not to exceed a maximum amount of one thousand six hundred dollars (\$1,600.00) per eye per lifetime by the Township, with any remaining expense or portion thereof to paid by the employee.

SECTION 7. The Township shall provide and pay nine hundred dollars (\$900.00) towards orthodontic appliances for dependants up to the age of eighteen (18) years of age.

**ARTICLE 37
WAGES**

SECTION 1. Effective and retroactive to January 1, 2014, Captains shall receive a 4% increase for the first year of the agreement; and 0% each of the remaining two years; Lieutenants shall receive a 4% increase for the first year of the agreement; and 0% each of the remaining two years of the contract. Firefighters shall receive a 4% increase for the first year and 0% each year for the term of the contract and shall be paid in accordance to the following wage scale:

(base hourly rate)

	<u>2014</u>	<u>2015</u>	<u>2016</u>
<u>Captain/Paramedic</u>	\$70,524.25 (\$28.25)	\$71,001.84 (\$28.45)	\$71,479.43 (\$28.64)
<u>Captain</u>	\$67,683.99 (\$27.12)	\$68,142.34 (\$27.30)	\$68,600.70 (\$27.48)
<u>Captain (80 hrs)</u>	\$67,683.99 (\$32.54)	\$68,142.34 (\$32.76)	\$68,600.70 (\$32.98)
<u>Lieutenant/Medic</u>	\$65,221.84 (\$26.13)	\$65,663.52 (\$26.31)	\$66,105.20 (\$26.48)
<u>Lieutenant</u>	\$62,381.55 (\$24.99)	\$62,804.00 (\$25.16)	\$63,226.45 (\$25.33)
<u>Lieutenant (80 hrs)</u>	\$62,381.55 (29.99)	\$62,804.00 (\$30.19)	\$63,226.45 (\$30.40)

FF/Medic 7 yrs	\$61,218.91 (\$24.53)	\$61,633.49 (\$24.69)	\$62,048.06 (\$24.86)
FF/Medic 5 yrs	\$59,671.09 (\$23.91)	\$60,075.19 (\$24.07)	\$60,479.28 (\$24.23)
FF/Medic 3 yrs	\$57,349.21 (\$22.98)	\$57,737.58 (\$23.13)	\$58,125.95 (\$23.29)
FF/Medic 2 yrs	\$53,479.49 (\$21.43)	\$53,841.66 (\$21.57)	\$54,203.82 (\$21.72)
FF/Medic 1 yr	\$47,287.94 (\$18.95)	\$47,608.17 (\$19.07)	\$47,928.40 (\$19.20)
FF/Medic Start	\$41,483.36 (\$16.62)	\$41,764.29 (\$16.73)	\$42,045.21 (\$16.85)

(Rates include monies allocated for each member that currently has pension pickup which is now rolled into the annual salary. Employees that do not currently have pension pickup will receive a compensatory increase in salary to match percentage being paid to members already receiving pension pickup)

Scale:

Pay Period Beginning Date	Pay Period Ending Date	Member Contribution
Current	July 1, 2013	10.00%
July 2, 2013	July 1, 2014	10.75%
July 2, 2014	July 1, 2015	11.50%
July 2, 2015	and thereafter	12.25%

The employer shall not pay any pension pick up for new hires.

ARTICLE 38 LONGEVITY PAY

SECTION 1. All full-time employees of the fire department shall be granted longevity pay, under provision of the following formula:

\$4.00 per month for each completed year of service up to a maximum of twenty-five (25) years which will be a maximum of \$100.00 per month.

Any new employee hired after January 1, 1989, shall not be entitled to any longevity supplement until completion of three (3) years of service.

ARTICLE 39 OUT OF RANK PAY

SECTION 1. When an employee is required to perform the duties of a rank higher than that which the employee normally holds (i.e., Firefighter to Lieutenant; Lieutenant to Captain) due to filling in that position due to an absence of the ranking employee, the employee shall be paid at the higher rank's rate of pay of all hours worked in the

higher position.

ARTICLE 40 PROMOTIONAL EXAM ELIGIBILITY

SECTION 1. When the Employer determines that a “Promotional Examination” is necessary to fill a vacancy, the Employer shall notify the Civil Service Commission to conduct a promotional examination.

Any vacancy above the rank of Firefighter will be filled within ninety (90) days from the date of the last day worked by the member creating the vacancy. This does not intend to interfere with the Civil Service Commission’s ability to create, administer, grade and certify promotional exams.

SECTION 2. Current bargaining unit employees shall be eligible for a promotion to a higher rank according to the following criteria:

RANK OF LIEUTENANT: A full-time firefighter must have served at least three (3) consecutive years with the Liberty Township Fire Department, commencing from the employee’s date of hire as a full-time fire fighter.

RANK OF CAPTAIN: A current full-time Lieutenant must have at least one (1) year in the rank of Lieutenant.

RANK OF CAPTAIN INSPECTOR: A current full-time employee, holding either the rank of Captain or the rank of Lieutenant.

ARTICLE 41 COMPENSATORY TIME

SECTION 1. Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 29, Hours of Duty, of this Agreement. Compensatory time shall be as follows:

- A. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.

- B. The maximum hours an employee may bank in their compensatory time bank, shall not exceed four hundred eighty (480) hours. All overtime worked that would be in excess of the four hundred eighty (480) hour limit shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the four hundred eighty (480) hour maximum has been made.
- C. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Fire Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. Those hours not banked shall be paid in cash to the employee under the normal overtime payment procedures.
- D. An employee wishing to use or cash out any compensatory time off, shall make a request to the Fire Chief at least forty-eight (48) hours prior to the use or cashing out of the employee's compensatory time off, and time off shall not be unreasonably denied.

SECTION 2. Use of compensatory time off which would create an overtime situation shall be denied, and payment shall be in cash to the employee. Use of compensatory time off when another employee is on "Injury on Duty Leave" or "extended sick leave" shall be reviewed on a case-by-case basis, and shall not be unreasonably denied.

No employee shall be allowed to bank compensatory time, until the employee has reduced his bank below the four hundred eighty (480) hour limit.

ARTICLE 42 TRADE TIME

SECTION 1. Time exchanges may be voluntarily undertaken between two (2) employees, so long as such exchange does not interfere with the efficient operations of the department. The employee working the time exchange must be able to perform all the duties of the employee requesting the time exchange (i.e. Medic requesting a trade must have a Medic work for him, unless there is already a Medic on duty.)

SECTION 2. Said exchange shall be documented on a Shift Change Request Form, and shall be approved, prior to the exchange, the employee's immediate supervisor. Any reason for the denial of a shift exchange must be written on the request.

SECTION 3. No obligation shall be placed upon the Employer for repayment of time voluntarily traded or repaid between employees. Responsibility for arrangement of the repayment of such time rests with the employees involved in said exchange. Employees requesting exchange shall be required to pay back time within three hundred sixty five (365) days.

SECTION 4. Any employee that does not cover the approved exchange shall be charged the exchanged number of hours from their sick time.

ARTICLE 43 BULLETIN BOARD SPACE

SECTION 1. The Township agrees to provide bulletin board space in the Fire Department for use by the IAFF.

SECTION 2. All IAFF notices of any kind posted on the bulletin board shall bear the written approval of an IAFF official or an official designee of the IAFF.

SECTION 3. The IAFF agrees that there shall be no notices or other writings posted which contain anything dealing with criticism of Township employees; the Township or any IAFF member.

SECTION 4. Upon request of the Fire Chief or Township official, the IAFF shall cause the immediate removal of any material posted in violation of this Article

SECTION 5. Said bulletin board shall be placed in a space outside of the general public view (i.e. Bunker Area).

ARTICLE 44 DRUG AND ALCOHOL TESTING

SECTION 1. All bargaining unit employees, as a condition of employment, will be subject to the drug and alcohol testing policy adopted by the Board of Trustees. The drug and alcohol testing policy applicable to all bargaining unit employees is attached hereto as an Appendix of this collective bargaining agreement.

SECTION 2. Any disputed arising out of the implementation of the drug and alcohol testing policy or discipline arising from the policy shall be subject to the grievance procedure contained within the collective bargaining agreement.

**ARTICLE 45
SUCCESSOR AGREEMENT**

SECTION 1. This agreement shall be binding upon the successor 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 the location, or place of business of either party hereto.

**ARTICLE 46
SAVINGS CLAUSE**

SECTION 1. This Agreement shall supersede any present and future State and Local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation, shall not affect the validity of the surviving portions.

SECTION 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

SECTION 3. If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the IAFF shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

SECTION 4. Any negotiated change must be reduced in writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 47
DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective and retroactive to January 1, 2011 and shall remain in full force and effect through December 31, 2013, unless otherwise terminated as provided herein.

SECTION 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Amendment to the Agreement
Between
THE LIBERTY TOWNSHIP BORAD OF TRUSTEES
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #2075

EFFECTIVE

JANUARY 1, 2014

TO

DECEMBER 31, 2016

ARTICLE 18

ADDITION TO:

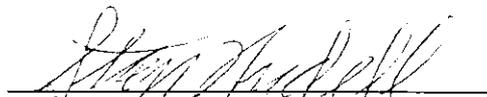
SECTION 11:

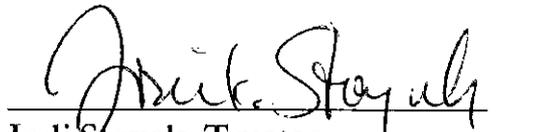
Any member reporting off on sick leave the day before and/or the day after a paid holiday will not be eligible for holiday pay for the holiday worked unless a physician's note or return to work slip is provided to the Employer upon reporting to work on the next scheduled shift.

SIGNATURE PAGE

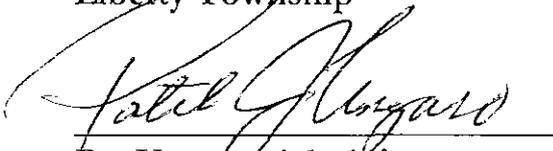
IN TESTIMONY THEREOF, the Parties have unto affixed their signatures
this _____ day of _____, 2014.

FOR LIBERTY TOWNSHIP


Stan Nudell, Trustee
Liberty Township


Jodi Stoyak, Trustee
~~John Beard, Secretary/Treasurer~~
Liberty Township

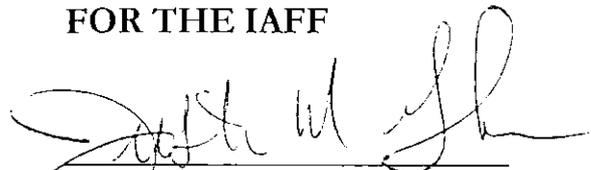

Jason Rubin, Trustee
Liberty Township


Pat Ungaro, Administrator
Liberty Township

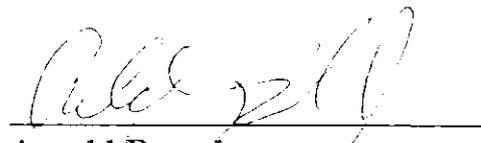

Michael Durkin, Fire Chief
Liberty Township

Approved as to form:

FOR THE IAFF


Justin Graham, President
IAFF Local #2075


JOHN BEARD, SECRETARY/TREASURER
IAFF Local #2075


Arnold Barzak
IAFF Local #2075

 For SET FINANCE

Mark A. Finamore
Law Director



Liberty Township

STATE EMPLOYMENT
RELATIONS BOARD

Administration Building • 1315 Churchill-Hubbard Road
Liberty Twp. • Youngstown, Ohio 44505
Ph: (330) 759-1315 • Fax: (330) 759-9226
www.libertytwp.com

2014 MAR 24 PM 2: 25

March 21, 2014

State Employment Relations Board (SERB)
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Collective Agreement between the Liberty Township Board Trustees and the
International Association of Fire Fighters Local #2075

Dear Sir or Madame:

Please find enclosed one copy of the agreement between the Liberty Township Board Trustees and the International Association of Fire Fighters Local #2075 representing the Full Time Liberty Township Fire Department employees effective January 1, 2014 to December 31, 2016.

Should you have any questions regarding this matter, please contact me at your convenience.

Sincerely,

Martha Weirick
Township Administrative Asst.

enc.

cc: FILE