



01-08-16
15-MED-11-1250
3111-01
K33108

AGREEMENT

BETWEEN

**LIBERTY TOWNSHIP
DELAWARE COUNTY, OHIO**

AND

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

January 1, 2016

through

December 31, 2018

Table of Contents

ARTICLE 1 AGREEMENT 1

 Section 1. Agreement. 1

 Section 2. Purpose..... 1

 Section 3. Legal References..... 1

ARTICLE 2 RECOGNITION..... 2

 Section 1. Recognition. 2

 Section 2. Bargaining Unit..... 2

 Section 3. Exclusions..... 2

ARTICLE 3 TERMS AND CONDITIONS OF EMPLOYMENT..... 3

 Section 1. Qualifications..... 3

 Section 2. Suspended Licenses or Certification..... 3

 Section 3. Revocation of Licenses or Certification; Loss of Insurability... 3

ARTICLE 4 PHYSICAL FITNESS..... 4

 Section 1. Introduction.....4

 Section 2. Annual Incumbent Physical Examination..... 4

 Section 3. Unfit to Perform Essential Functions.....4

ARTICLE 5 NON-DISCRIMINATION 6

 Section 1. Township Pledge..... 6

 Section 2. Union Pledge..... 6

 Section 3. Joint Pledge.6

ARTICLE 6 MANAGEMENT RIGHTS..... 7

 Section 1. Reservation of Rights..... 7

 Section 2. Work Rules. 8

	Section 3. Posting.....	8
ARTICLE 7	NO STRIKE, NO LOCKOUT	9
	Section 1. Strikes Prohibited.....	9
	Section 2. Political Activity.....	9
	Section 3. Lockouts Prohibited.....	9
ARTICLE 8	DISCIPLINE	10
	Section 1. Status and Termination of Employment.....	10
	Section 2. Progressive Discipline.....	10
	Section 3. Township Reserves Discretion.....	10
	Section 4. Personnel Records.....	11
	Section 5. Disciplinary Records.....	11
ARTICLE 9	GRIEVANCE PROCEDURE	12
	Section 1. Definition of Grievance.....	12
	Section 2. Qualifications.....	12
	Section 3. Jurisdiction.....	12
	Section 4. Grievance Process.....	13
ARTICLE 10	PROBATIONARY PERIODS	16
	Section 1. Probationary Period.....	16
	Section 2. Probationary Termination.....	16
	Section 3. Promotional Probationary Period.....	16
ARTICLE 11	LAYOFF, ABOLISHMENT AND RECALL	17
	Section 1. Notification to Union.....	17
	Section 2. Layoffs Rationale.....	17
	Section 3. Layoff Notice.....	17

Section 4.	Layoff Order.....	17
Section 5.	Recall List.....	17
Section 6.	Notice of Recall.....	17
Section 7.	Effect of Recall.....	17
Section 8.	Effect of Return From Disability.....	18
Section 9.	Seniority.....	18
Section 10.	Voluntary Layoff.....	18
ARTICLE 12 LABOR RELATIONS MEETINGS.....		19
Section 1.	Labor Relations Meetings.....	19
Section 2.	Labor Relations Committee.....	19
Section 3.	Authority.....	19
ARTICLE 13 COMPENSATION.....		20
Section 1.	Compensation.....	20
Section 2.	Calculation of Hourly Rate.....	20
ARTICLE 14 POLICE AND FIREMEN'S DISABILITY AND PENSION FUND ("PFDPF").....		21
Section 1.	PFDPF Contribution.....	21
Section 2.	Member Bears Liability.....	21
ARTICLE 15 WORK HOURS AND OVERTIME.....		22
Section 1.	Work Hours and Overtime.....	22
Section 2.	Definitions.....	22
Section 3.	Temporary Work Assignment.....	23
Section 4.	Recall.....	24
Section 5.	No Duplication or Pyramiding.....	24
Section 6.	Shifts.....	24

Section 7. Limitation on Consecutive Shifts.....	24
ARTICLE 16 COMPENSATORY TIME.....	25
Section 1. Compensatory Time.....	25
Section 2. Carryover.....	25
Section 3. Payment Upon Termination.....	25
Section 4. Scheduling and Use.....	25
Section 5. Duplication, Pyramiding, and Recall.....	25
Section 6. Cancellation.....	25
ARTICLE 17 EARNED TIME OFF.....	26
Section 1. Earned Time Off (ETO).....	26
Section 2. Forfeiture of ETO.....	26
Section 3. Accumulation and Use.....	26
Section 4. Death.....	27
Section 5. Cancellation.....	27
Section 6. Payment Resulting From Retirement.....	27
ARTICLE 18 TRADING TIME.....	28
Section 1. Trades.....	28
Section 2. Records.....	28
ARTICLE 19 LONGEVITY.....	29
Section 1. Longevity.....	29
ARTICLE 20 TUITION REIMBURSEMENT.....	30
Section 1. Job-Related Education.....	30
Section 2. Prior Written Approval.....	30
Section 3. Wages Paid.....	30

Section 4.	Maximum Benefit.....	30
Section 5.	Enrollment Protocol.....	31
Section 6.	Limitations on Number of Members Enrolled.....	31
Section 7.	Repayment Upon Separation.....	31
ARTICLE 21	UNIFORMS.....	32
Section 1.	Uniforms.....	32
Section 2.	Procedure.....	32
Section 3.	Annual Duty Boot and Supplemental Allowance.....	32
Section 4.	End of Employment.....	32
ARTICLE 22	VACATION.....	33
Section 1.	Accrual.....	33
Section 2.	Use.....	33
Section 3.	Prior Township Service.....	34
Section 4.	Payment Resulting From Retirement.....	35
Section 5.	Cancellation.....	35
Section 6.	Death.....	35
Section 7.	Scheduling Vacation, Holiday and ETO Time.....	35
ARTICLE 23	HOLIDAYS.....	37
Section 1.	Holiday.....	37
Section 2.	Forfeiture of Holiday Time.....	37
Section 3.	Accumulation and Use.....	37
Section 4.	Death.....	39
Section 5.	Cancellation.....	39
ARTICLE 24	INJURY LEAVE.....	40

Section 1.	Injury Leave With Pay.....	40
Section 2.	Conditions.....	40
Section 3.	Injury Leave Administration and Reporting	41
ARTICLE 25	SICK LEAVE	43
Section 1.	Accrual.	43
Section 2.	Scheduling and Use.....	44
Section 3.	Break in Service	44
Section 4.	Transfer of Credit.	45
Section 5.	Donation of Leave.	45
Section 6.	Election of Sick Leave.....	45
Section 7.	Line of Duty Death.	45
Section 8.	Immediate Family.....	45
ARTICLE 26	FUNERAL LEAVE.....	46
Section 1.	Funeral Leave.	46
Section 2.	Immediate Family.....	46
ARTICLE 27	HEALTH CARE INSURANCE	47
Section 1.	Insurance Coverage.....	47
Section 2.	Advisory Committee.....	47
Section 3.	Member Acknowledgement.....	47
Section 4.	Member Health Insurance Premium Cost Sharing.....	47
Section 5.	Medical Insurance Expense Payment Programs.....	48
Section 6.	Opt-out Payment.	49
Section 7.	Healthy Advantage Rewards.....	49
ARTICLE 28	MILITARY LEAVE	51

Section 1. Military Leave..... 51

ARTICLE 29 FAMILY LEAVE.....52

ARTICLE 30 DRUG FREE WORKPLACE53

Section 1. Policy. 53

Section 2. Testing Procedures..... 53

Section 3. Test Results..... 54

Section 4. Counseling and Rehabilitation Program.....54

Section 5. Confidentiality..... 55

Section 6. Costs..... 55

Section 7. Agreement to Cooperate and Amend.....55

ARTICLE 31 SUSPENSION IN CASE OF EMERGENCY 56

Section 1. Waiver..... 56

Section 2. Termination..... 56

ARTICLE 32 UNION BUSINESS 57

Section 1. Union Activity..... 57

ARTICLE 33 SAFETY AND HEALTH 58

Section 1. Safe Workplace..... 58

ARTICLE 34 MINIMUM STAFFING..... 59

Section 1. 56 Hour Minimum Staffing..... 59

Section 2. Fire Prevention Staffing 59

Section 3. Additional Full Time Hires..... 59

ARTICLE 35 SPECIAL DUTY..... 60

Section 1. Fire Chief Approval..... 60

Section 2. Compensation..... 60

Section 3. Member Selection Protocol.....	60
ARTICLE 36 DUES DEDUCTION.....	61
Section 1. Payroll Deduction.....	61
Section 2. Maintenance of Membership.....	61
Section 3. Certification of Amount.....	61
Section 4. Union Indemnification.....	61
Section 5. Termination of Deduction.....	61
ARTICLE 37 OPTIONAL PAYROLL DEDUCTIONS.....	62
ARTICLE 38 MISCELLANEOUS PROVISIONS.....	63
Section 1. Leap Day.....	63
Section 2. Gender and Number.....	63
Section 3. Successor Negotiations.....	63
Section 4. Definitions.....	63
Section 5. Adjustment of Benefits.....	64
Section 6. Entire Agreement.....	64
Section 7. Counterparts.....	65
Section 8. Duration.....	65
EXHIBIT A Master Seniority List for L3754	
EXHIBIT B 2016, 2017, 2018 Compensation	
EXHIBIT C Agreement To Receive Compensatory Time Form	
EXHIBIT D Tuition Reimbursement Payroll Deduction Form	
EXHIBIT E Authorization For Payroll Deduction Form	
EXHIBIT F Ten Panel DOT Protocol	

ARTICLE 1 AGREEMENT

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

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

Section 3. Legal References.

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

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

ARTICLE 2 RECOGNITION

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

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

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

ARTICLE 3 TERMS AND CONDITIONS OF EMPLOYMENT

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

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

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

ARTICLE 4 PHYSICAL FITNESS

Section 1. Introduction. In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and Union to ensure that the Members possess the physical and mental capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township in collaboration with the Union, has developed an annual physical and behavior health program to reduce injuries and optimize job performance.

These evaluations will be conducted using all or part of protocols contained in the most recent editions of the IAFF/IAFC Wellness & Fitness Initiative, NFPA 1582 *Standard on Comprehensive Occupational Medical Program for Fire Departments* and NFPA 1583 *Standard on Health Related Fitness Programs for Firefighters*.

Section 2. Annual Incumbent Physical Examination. All uniformed Members shall participate in an Annual Incumbent Physical Examination. The evaluation will be conducted by a licensed health care provider specified by the Township. The cost of the examination is to be borne by the Township.

A. The physical exam is a standardized exam designed to determine if the Member is physically able to perform essential job duties without undue risk of harm to self or others. Further, it is intended to detect changes in a Members health or to detect patterns of disease related to harmful working conditions or underlying work related problems.

B. All Members shall strive to have an aerobic capacity score of 10 METS or higher for optimal health and performance.

C. Members with an aerobic capacity score from 8 to 10 METS are considered to be minimally fit for duty and will consult with a Personal Fitness Trainer (PFT) for the development of an exercise program and/or nutrition counseling.

D. Members with an aerobic capacity score of less than 8 will be deemed "unfit to perform essential functions" and removed from "suppression" duties. Refer to Article 4, Section 3.

Section 3. Unfit to Perform Essential Functions. In the event the Member is deemed "unfit to perform essential functions", the Member shall be reassigned to a 40 hour work schedule for up to a six (6) month period of time to rehabilitate his condition. During the six (6) month rehabilitation period, the Township may reasonably accommodate the Member and assign him to any suitable position to the extent such accommodation is possible within the department. If no position is available, the member shall utilize sick leave, vacation leave, or other paid leaves to provide for compensations.

A. The Member will be notified in writing by the licensed health care provider to outline the diagnosis/reason causing the change in status.

B. The Member will consult with the licensed health care provider to determine the steps required to develop a regimen and timeline for the recovery program.

C. The Member will meet with the Fire Chief to outline the regimen and timeline steps.

The Member will be returned to assigned duties upon approval of a licensed health care provider and successful passage of a Fitness for Duty Exam by a Township designated provider.

When after six (6) months, the Member does not demonstrate adequate improvement or ability to meet minimal standards, the Member will be subject to progressive discipline. However, the Township may, at its sole discretion, grant additional time for a Member to attempt to meet the minimum standards provided the Member request such additional time, and the Member presents credible evidence that the Member has a reasonable ability to meet the minimum standards.

ARTICLE 5 NON-DISCRIMINATION

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

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

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

ARTICLE 6 MANAGEMENT RIGHTS

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

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

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

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

Section 3. Posting. The Township will not make changes in rules, regulations, or working conditions which, if violated, might result in disciplinary actions. The Township will provide such documents, changes or additions to the Labor Relations Board prior to posting. The Labor Relations Board will have five (5) consecutive days before the effective date of change to review. After posting each member is required to review and has the ability to ask questions to insure understanding of the policy. Each Member is required to sign that they have read and understand the policy. The Township will provide a signature format and shall retain all records of policies and signatures. After a signature is provided by the Member, violation of the new rules, regulations, or working conditions may result in disciplinary actions.

ARTICLE 7 NO STRIKE, NO LOCKOUT

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

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

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

ARTICLE 8 DISCIPLINE

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

Section 2. Progressive Discipline. Ordinarily, the first instance of misconduct by the Member may result in an oral or written reprimand as deemed appropriate by the Members Immediate Supervisor. Further misconduct may result in a written reprimand by the Fire Chief, his designee or the Township. Further misconduct may result in suspension without pay, demotion, or reduction in pay imposed by the Township. The Fire Chief shall have the authority to suspend Members without pay for a period of time up to thirty (30) days on account of behavior which the Chief, in the exercise of his discretion, deems sufficiently serious to warrant such discipline. Suspensions by the Fire Chief may be the subject of a grievance under Article 9. Further misconduct thereafter may result in removal by the Township.

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

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

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

ARTICLE 9 GRIEVANCE PROCEDURE

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

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

Section 3. Jurisdiction.

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

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

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

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

D. For the purpose of computing the response time at Step Two, Step Three, and Step Four, the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article 23, Section 1, hereof. For all other Steps, the term "day" shall mean (and include) all calendar days. When an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.

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

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

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

H. The grievant should consult with a Union Representative and/or immediate supervisor prior to submitting a grievance. If deemed appropriate, the grievance may proceed to the step at which it occurred.

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

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

B. Step Two.

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

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

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

C. Step Three.

1. If the Member is dissatisfied with the response at Step Two, he may process the grievance to the Fire Chief by delivering a copy of the grievance and the written response at the prior steps to the

Fire Chief within seven (7) days after his receipt of the Battalion Chief written response.

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

D. Step Four.

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

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

E. Step Five.

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

2. Upon receipt of a request for arbitration, the Township and the Union shall, within fourteen (14) days following the request for arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

3. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The arbitrator shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. Accordingly, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator and, if practicable, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding. The cost involved to obtain the list of arbitrators and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of a transcript. All costs directly related to the services of the arbitrator shall be borne equally by each party. The Township shall not be responsible for or incur any overtime expenses as a result of this Article.

ARTICLE 10 PROBATIONARY PERIODS

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

Section 2. Probationary Termination. A Member can be terminated by the Township, with or without cause, at any time following his/her employment as a firefighter, prior to the expiration of the one-year (365-day) probationary period. Further, the Member recognizes and acknowledges that during the time he/she serves in this one-year (365-day) probationary period, and upon termination by the Township, he/she shall have no recourse to contest the termination and discharge to the court system or other rights of appeal provided to permanent full-time firefighters in this Agreement, including the right to initiate and pursue a complaint concerning the termination and discharge through the Grievance Procedure set forth at Article 9.

Section 3. Promotional Probationary Period. On the occasion, if ever, that the Member may be promoted to a higher rank or classification, the Member shall be required to successfully complete a six (6) month promotional probationary period in the Member's newly appointed position. The probationary period for the newly promoted Member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Member, subject to the promotional probationary period, may, at the Township's option, be notified he will be returned to the Member's former rank and salary, with full credit for service during the promotional probationary period. The notice to the Member for promotional probationary demotion shall state the reason for the demotion. In the event of timely notice and the enunciation of a nondiscriminatory reason for the promotional demotion, the Member shall have no recourse to contest the promotional probationary demotion through the court system or other rights of appeal, including the right to pursue a complaint through the Grievance Procedure set forth at Article 9.

ARTICLE 11 LAYOFF, ABOLISHMENT AND RECALL

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

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

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

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

Section 5. Recall List. Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Members who are still on the recall list shall be recalled in the inverse order of their layoff. In order to remain eligible for recall, the Members must maintain the licenses, certifications, fitness standards and other minimal eligibility criteria for ongoing employment as defined by Article 3 and Article 4.

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

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

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

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

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

Section 11. Voluntary Layoff. A Member may volunteer in writing to be laid off in lieu of a Member with less seniority as defined by Article 11, Section 4. If more than one member volunteers to a layoff, the order for laying off those volunteer members shall be based on seniority with the least senior member being laid off before the more senior member.

ARTICLE 12 LABOR RELATIONS MEETINGS

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

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

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

ARTICLE 13 COMPENSATION

Section 1. Compensation. The entire annual compensation paid to the Member for all services performed by him or her during calendar year 2016 and thereafter is set forth in the table attached hereto as Exhibit B. Such wages shall be paid on a bi-weekly basis, in accordance with the regular payroll of Township employees. Such compensation shall be subject to withholding for federal, state, and local income taxes, and such other taxes and charges as may be subject to withholding from employee wages, and further subject to the withholding required for pension contributions, and further subject to withholding for any other deductions or charges as may from time to time be authorized or requested in writing by the Member and agreed to by the Board. At each successive anniversary date for the Member, the Member shall receive the next higher step allowed under the pay schedule attached hereto as Exhibit B. Provided, however, that the next higher step shall not be received until an entire pay period is worked following the anniversary date. Members will remain in their current step until the anniversary date.

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

ARTICLE 14 POLICE AND FIREMEN'S DISABILITY AND PENSION FUND ("PFDPF")

Section 1. PFDPF Contribution. Unless exempted by applicable law, the Member shall be eligible for participation in the PFDPF. The Member is responsible for paying the PFDPF required member contribution. The Township is responsible for paying the PFDPF required employer contribution.

Section 2. Member Bears Liability. The Member acknowledges that the Township cannot guaranty PFDPF or any accounts held thereunder from loss or depreciation, nor is payment guaranteed to any person. To the fullest extent permitted by law, all determinations and interpretations relating to the PFDPF, including, but not limited to, those dealing with eligibility and contributions, shall be made by the Board of Trustees of Liberty Township, whose decision shall be final.

ARTICLE 15 WORK HOURS AND OVERTIME

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

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

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

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

(2) Members shall be compensated at the hourly rate calculable from Article 13, Compensation, for all hours in active paid status. The Member shall be compensated at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of eight (8) hours in each work day or forty (40) hours in each work week. The term "hours worked" shall include all work hours actually worked as well as compensatory time, holiday and vacation hours for which the Member receives compensation, except injury leave, leave of absence, military leave, and the time the Member is off utilizing sick time. The terms "active paid status" and "hours worked" shall also include all hours expended in training required by the Township.

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

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

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

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

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

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

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

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

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

Each Member assigned to a 56 hour work week position shall be paid at the rate of one and one-half (1½) times that Member's calculated hourly rate of pay for all hours worked in excess of 168 hours per twenty-one (21) day work period.

Overtime compensation regularly incurred as a result of the Member continuing in active paid status during the normal twenty-four (24) hours on, forty-eight (48) hours off, rotation may be paid or credited in equal bi-weekly payments. The term "hours worked" shall include all hours worked as well as vacation, holiday, earned time off and compensatory time hours utilized for which the Member receives compensation, except for injury leave, leave of absence, military leave, and the time the Member is off utilizing sick time. The terms "active paid status" and "hours worked" shall also include all hours expended in training required by the Township during regular work hours.

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

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

class position at the next higher rank. The member shall be paid at the entry-level at which duties they are performing.

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

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

Section 6. Shifts. For 40 hour work week employees, the normal work day consists of a flexible shift of eight (8) hours worked, unless the Fire Chief directs specific hours. For 56 hour work week employees, the normal work day begins at 8:00 a.m. and ends 24 hours later at 8:00 a.m. Notwithstanding the desire to schedule work as set forth in this Article 15, the Member may feel free to, but shall not be required to, report to his/her designated work station prior to the scheduled starting time, so as to facilitate a smooth transition and early relief of the Member scheduled on the previous shift or tour of duty, or who was previously scheduled or engaged in firefighting or fire prevention activities.

Section 7. Limitation on Consecutive Shifts. No 56 hour work week Member is authorized or permitted to work that number of shifts or hours which combined total 48 consecutive hours, absent a declaration of emergency or unusual circumstances necessitating additional work by the Fire Chief, his designee, or such other person specified in the manner prescribed by Article 31.

ARTICLE 16 COMPENSATORY TIME

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

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

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

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

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

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

Section 5. Duplication, Pyramiding, and Recall. The prohibitions against duplication and pyramiding, and the limitations to recall time set forth in Article 11, shall apply to Compensatory Time Calculation as well. Compensatory time when taken shall not be considered hours worked and shall not count toward overtime.

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

ARTICLE 17 EARNED TIME OFF

Section 1. Earned Time Off (ETO). The Member may elect to receive Earned Time Off (ETO) in lieu of FLSA payment. Each Member that elects to do so shall receive 120 hours of ETO (5 - 24 hour shifts per year) starting on the first pay in January. The Member will declare his/her intentions to the Fiscal Office no later than December 15th of the prior year. The decision will be annually. Once the employee has decided to take ETO in lieu of pay, his/her decision is final for that calendar year. If the Fiscal Office does not receive the employee's decision by the required time frame, either by email or a time/date stamped letter, the employee will receive the FLSA overtime payment.

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

Section 3. Accumulation and Use.

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

(1) Members who elect Earned Time Off (ETO) in lieu of FLSA payment shall be credited with 120 hours of ETO beginning January 1st, which time shall accrue on a calendar year basis and be credited on each January 1st.

(2) Unless otherwise approved by the Fire Chief or his designee, no ETO shall be taken for less than four (4) consecutive hours. When ETO is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of ETO shall be scheduled in the same manner provided in Article 22, Section 7, Scheduling Vacation, Holiday and ETO Time.

(3) Members can carry over from year to year a maximum of 48 hours. If at the end of the year a Member has more than 48 hours of ETO remaining those hours shall be forfeited.

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

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

Section 6. Payment Resulting From Retirement. Members may cash out a maximum of 120 hours upon retirement.

ARTICLE 18 TRADING TIME

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

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

ARTICLE 19 LONGEVITY

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

A. After the fifth anniversary of the date of employment with Liberty Township, the Member shall be eligible to receive a longevity incentive in the amount of Three Hundred Dollars (\$300.00), plus a longevity bonus of Fifty Dollars (\$50.00) per year for additional years completed following the fifth anniversary thereafter.

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

ARTICLE 20 TUITION REIMBURSEMENT

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

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

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

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

Section 5. Enrollment Protocol. Members that wish to enroll in the Township supported tuition reimbursement program must do so in accordance with the following selection process. Members must submit in writing a request to attend approved classes per Article 20, Section 1 and Section 2. In the event that not all of the slots are filled, the Members have the right to apply for tuition reimbursement during the calendar year on a first come first serve basis. In the event that more than nine Members apply for and are eligible for tuition reimbursement benefits, the nine Members will be chosen as follows:

A. Members who are applying for the maximum reimbursement shall receive first priority.

B. Members who have prior college credits in excess of either 90-quarter hours or 45 semester hours will be given second priority.

C. In the event that a tie results, the Member with higher seniority shall be chosen.

Section 6. Limitations on Number of Members Enrolled. No more than nine (9) Members shall be permitted to participate in the Tuition Reimbursement program during any quarter, semester, or school year.

Section 7. Repayment Upon Separation. The Township and the Union acknowledge and agree that the tuition reimbursement program is designed to provide benefit to the citizens of Liberty Township. As a result, should a Member who has received reimbursement(s) under this Article become separated from service with the Township, he will be obligated to reimburse the Township for all monies received hereunder during the two (2) years immediately preceding the separation. The Township is authorized to withdraw or withhold tuition reimbursements owed from any current or final paycheck. The application for tuition reimbursement contains an acknowledgement form, a copy of which is attached hereto, which must be signed by the applicant authorizing this withholding.

ARTICLE 21 UNIFORMS

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

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

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

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

Section 3. Annual Duty Boot and Supplemental Allowance. Members will be entitled to an annual duty boot and supplemental allowance in the amount of \$300.00 per calendar year for the purchase of additional uniform articles (shoes, duty boots, belts, T-shirts, etc.). For purposes of payment of this allowance, the Township may designate vendors where Members can purchase, by use of a purchase order, required uniform articles. Alternatively or in addition, the Township may establish a reimbursement program to reimburse Members for required shoe and uniform article purchases, up to the \$300.00 per calendar year limitation, upon receipt of the Member's paid invoice.

Section 4. End of Employment. Upon termination of employment to the Township, Members shall return to the Fire Department all required uniforms, parts, equipment, turn out gear, dress uniforms and other property furnished or paid for by the Township, in good condition, less ordinary wear and tear.

ARTICLE 22 VACATION

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

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

<u>Years of Continuous Active Service</u>	<u>Accrual Rate per Pay Period</u>	<u>Annual Accrual of Vacation Time</u>
1 through 5	3.07 hours	10 Days (80 hours)
6 through 10	4.61 hours	15 Days (120 hours)
11 through 15	6.15 hours	20 Days (160 hours)
16 through 20	7.69 hours	25 Days (200 hours)
At Least 21	9.23 hours	30 Days (240 hours)

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

<u>Years of Continuous Active Service</u>	<u>Accrual Rate per Pay Period</u>	<u>Annual Accrual of Vacation Time</u>
1 through 5	4.61 hours	5 Days (120 hours)
6 through 10	6.92 hours	7.5 Days (180 hours)
11 through 15	9.23 hours	10 Days (240 hours)
16 through 20	11.54 hours	12.5 Days (300 hours)
At Least 21	13.85 hours	15 Days (360 hours)

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

Section 2. Use.

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

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

(2) Unless otherwise approved by the Fire Chief, or his designee, no vacation time shall be taken for less than four (4) consecutive hours. When vacation time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of vacation time shall be scheduled in the manner provided in article 22, Section 7, Scheduling Vacation, Holiday and ETO Time.

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

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

(2) Unless otherwise approved by the Fire Chief, or his designee, no vacation time shall be taken for less than twelve (12) consecutive hours. When vacation time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of vacation time shall be scheduled in the manner provided in Article 22, Section 7, Scheduling Vacation, Holiday and ETO Time.

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

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

Section 5. Cancellation.

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

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

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

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

A. Two (2) bargaining unit Members may select to be off per shift during this initial selection period which will include Members on either vacation, holiday, earned time off, or compensatory time. Daily staffing shall maintain one (1) Officer on duty at all times. Battalion Chiefs are not counted in the two members off rule. Members who are on injury leave, sick leave, training, military leave, jury duty, or who are required to appear in court for reasons related to their duties and NOT for personal reasons, will not factor in the two (2) Member off rule.

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

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

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

E. After the third pass-through, the seniority list Vacation/Holiday/ETO time may be scheduled on a first in line first in time basis. Requests must be submitted to the shift supervisor prior to the requested time off;

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

ARTICLE 23 HOLIDAYS

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

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

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

Section 3. Accumulation and Use.

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

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

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

(3) Unless otherwise approved by the Fire Chief or his designee, no holiday time shall be taken for less than 12 consecutive hours. When holiday time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of holiday time shall be scheduled in the same manner provided in Article 22, Section 7, Scheduling Vacation, Holiday and ETO Time.

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

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

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

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

(3) Unless otherwise approved by the Fire Chief or his designee, no holiday time shall be taken for less than four (4) consecutive hours. When holiday time is used, it shall be deducted from the Member's credit on the basis of one hour for every one hour of absence. The use of holiday time shall be scheduled in the same manner provided in Article 22, Section 7, Scheduling Vacation, Holiday and ETO Time.

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

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

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

ARTICLE 24 INJURY LEAVE

Section 1. Injury Leave with Pay. A Member shall be granted injury leave with pay not to exceed six (6) months (meaning, for those Members working an average fifty six (56) hour work week, a maximum amount of 1,456 hours of regularly scheduled work or, in the case of those Members working an average forty (40) hour work week, a maximum amount of 1,040 hours of regularly scheduled work) for each service connected injury or service connected disease, provided that such injury is reported to the Member's immediate supervisor not more than seventy-two (72) hours from the time such injury occurs. The Board shall have thirty (30) days to investigate, approve or deny Injury Leave. Injury leave will be charged at the rate of one (1) hour for each work hour absent.

A. The Board, upon the recommendation of the Fire Chief, may grant additional injury leave with pay when a Member has exhausted the amount of injury leave to which the Member is entitled to under this Article. This extension of time will be dependent on the Member submitting a treatment/rehabilitation plan within 30 days of the injury from the treating Health Care Provider. Further, the Member must update the Fire Chief on a regular basis of the treatment/rehabilitation progress. The timing of these updates will be determined by the Fire Chief based on the treatment/rehabilitation plan. This additional grant shall be subject to such conditions as the Board may determine. Members who are actively seeking a disability pension as the result of an on duty injury will be granted a reasonable extension in time to process this retirement, provided the Member provides the township a time line for completion of the retirement process and can demonstrate that the retirement was applied for in a reasonable time frame post injury.

Section 2. Conditions. The terms "service connected injuries" and "service connected diseases" are defined as injuries or illnesses incurred by the actual performance of duties in the performance of a Member's employment with the Township under such circumstances as would cause such injury to be compensable under the Workers' Compensation Law of the State of Ohio. Injuries occurring other than in a Member's scheduled and paid working hours shall be presumed to be non-service connected. If there is a reoccurrence of a previous service connected injury, as defined by the Bureau of Workers Comp, the Member may be granted injury leave with pay not to exceed the balance of the applicable number of work hours stated above, provided that such reoccurrence is reported to the Member's immediate supervisor not more than seventy-two (72) hours after the time such reoccurrence occurs. Notwithstanding the foregoing, if a Member has returned to full duty after injury leave for a period of not less than twelve (12) consecutive months without any reoccurrences of a previous service connected injury, a Member shall be eligible to receive injury leave with pay not to

exceed six (6) months as set forth above in Section 1, if such Member suffers a reoccurrence of a previous service connected injury or illness. For the purposes of this Article, "full duty" shall mean the Member is able to perform the essential functions of their position without any limitations and/or medical restrictions as certified by the Member's and/or the Township's Health Care/Medical Provider. Extension to the injury leave for a reoccurrence will be subject to the same terms as listed above. Injury leave may only be granted and/or continued upon the approval of the Board of Trustees and such leave shall not be cumulative.

Section 3. Injury Leave Administration and Reporting.

A. A report of the cause of all service connected injuries signed by the immediate supervisor and the Fire Chief shall be submitted to the Board as soon as practicable following the date the injury is reported by the Member. The Board may approve or reject the application, and in doing so, may require the Member to be examined by a physician of the Board's selection. Before any Member who has made application for benefits under this Article is entitled to receive any such benefits, he shall first make application for Workers' Compensation benefits or insurance proceeds from any compensation fund or insurance company to which the Township contributes. Pending a decision by the Board, an injured Member may be carried on sick leave and/or vacation leave, which leave shall be restored to the Member's credit upon certification by the Board that injury leave has been approved.

B. No Member shall be granted injury leave with pay unless authorized by the Board. The Board may, from time to time and in its sole and absolute discretion, require the Member to submit supporting documentation from the Member's attending physician and/or to be examined by a physician appointed and paid for by the Township, in which case, the Member shall authorize release to the Board and its designee(s) of the results of each examination and all medical records arising out of each examination. The failure to authorize such release shall be grounds for denial of injury leave. If, at any time, in the judgment of the Trustees, the Board, with justification from the Member's attending physician or Health Care Provider, believes that the injury is such that the Member is capable of performing his regular duties or restricted duties during the period of convalescence, the Board shall so notify the Member in writing and deny and/or cancel the injury leave with pay.

C. As a condition precedent to the granting of injury leave, a Member shall immediately make appropriate filings for reimbursement from the Workers' Compensation program, or from any other compensation fund or insurance company to which the Township contributes, for any service connected injuries. If directed by the Township, such filing(s) shall include requests for any available

compensatory program designated to compensate workers for lost wages. Thereafter, the Member shall endorse over to the Township, any benefits received therefrom which extend over the same time period for which the Member was paid injury leave. In furtherance of these provisions and in compliance with the rules and regulations of the Ohio Bureau of Workers' Compensation, a Member shall execute a written agreement reflecting the provisions of this section.

D. In the event a service connected injury is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the Member shall be charged with all-time lost from work against his accumulated sick leave time or, secondarily, against any other forms of accrued paid leave time. If the Member does not have accumulated sick leave and/or any other form of accrued paid leave to cover all or any part of the time off, to and including the date the claim is disallowed, then any monies paid to such Member by the Township as injury leave under this Article shall be repaid by the Member to the Township.

ARTICLE 25 SICK LEAVE

Section 1. Accrual.

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

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

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

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

Sick leave may be accumulated and carried over from year to year. If the Member has a break in service, the previously accumulated sick leave of the Member shall be credited to the Member upon reemployment with the Township on a full-time basis at this previous position; provided that such reemployment takes place within five years of the date on which the break in service occurred.

Section 2. Scheduling and Use.

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

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

(2) The Fire Chief shall require the Member who has been off two (2) consecutive days or more to furnish a certificate signed by a licensed medical practitioner verifying the illness or injury warrants time off from work.

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

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

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

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

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

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

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

Section 8. Immediate Family. Immediate family shall mean the Member's spouse, children, parents, parents-in-law, siblings (siblings-in-law), grandparents, aunts, uncles, cousins, child in common and domestic partnerships.

ARTICLE 26 FUNERAL LEAVE

Section 1. Funeral Leave.

A. Forty (40) Hour Work Week Members.

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

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

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

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

ARTICLE 27 HEALTH CARE INSURANCE

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

Section 2. Advisory Committee. In the event the Board of Trustees identifies the possibility of a change in the premium, deductible, type of coverage or level of coverage, the Board of Trustees will announce the possibility not less than forty-five (45) days prior to the expiration of the current policy. The Board of Trustees shall create an Advisory Committee to investigate the insurance coverage's available for purposes of making a recommendation to the Board of Trustees. The Union shall be entitled to not less than two (2) representatives on the Advisory Committee, which shall consist of not more than a total of six (6) persons, with the balance to be appointed by the Board of Trustees from the other Township departments. The Board of Trustees shall have the unlimited discretion to name other Members to the Advisory Committee. The Board of Trustees shall consider, but shall not be bound by any recommendation of the Advisory Committee, prior to determining which insurance coverage they determine to provide in their sole and absolute discretion, or the amount of premium, deductible or contribution of the Members, so long as the premium and deductible amounts are within the limits specified in Section 4 and Section 5 of this Article 27.

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

Section 4. Members Health Insurance Premium Cost Sharing. Members will pay 20% of the premium costs for medical, dental and vision insurance provided to them by the Township. The Members payment is with pre-tax dollars. The Township will pay 80% of the premium cost.

Section 5. Medical Insurance Expense Payment Programs. The Township is offering two medical insurance expense payment Programs. One is the current HSA/HRA program. The second program offered by the Township is a HRA program. Enrolled Members must choose a program at least thirty (30) days before the start of each medical insurance cycle.

(A) HSA/HRA Two-card Program.

- a. The Township deposits \$1,600/\$800¹ into the Member's HSA account.
- b. The Member is responsible for \$2,000/\$1,000 deductible.
- c. The Member is responsible for the first \$3,600/\$1,800 (deductible plus HSA contribution) of medical insurance expenses.
- d. Healthy Rewards: If the rewards are earned before the deductible is reached, the deductible will be reduced. If rewards are earning after deductible is reached, a payment will be made to the Member.
- e. The HRA card is activated when medical expenses near \$3,600/\$1,800. The Member is responsible for notifying the HRA Administrator to activate the HRA card.
- f. The Member is responsible to use the HRA card for only expenses covered by the medical insurance.

(B) HRA One-card Program.

- a. The HRA card is used for all medical insurance expenses.
- b. Healthy Rewards: Rewards earned will be paid directly to the Member. Rewards are taxable.
- c. Additional Cost per pay period: For single coverage \$38.46. For all other coverage \$76.92. Paid with pre-tax dollars. Payment is by insurance year.
- d. The Member is responsible to use the HRA card for only expenses covered by the medical insurance.

Each Member will be audited periodically to verify that HRA card usage and medical expenses authorized by the medical insurance company match. If the HRA card usage is greater than the allowed medical expenses, the Member will pay the Township the difference. If the medical expenses are greater than the HRA card usage the Township will pay the Member the difference.

Section 6. Opt-out Payment. Members who opt-out of participation in the insurance plan may receive an amortized per pay period incentive in the amount not to exceed fifty percent (50%) of the premium cost for the respective benefit class, unless limited or prohibited by Federal or State statute. Members must meet all provisions of this program to participate.

¹ The dollar amounts written in the format \$\$\$\$/\$\$\$\$ specify the amount for (Members having family, couple or parent plus child medical coverage)/(Members having single medical coverage)

Section 7. Healthy Advantage Rewards. Each Member enrolled in the Township's medical insurance plan shall have the opportunity, but will not be required, to earn Healthy Advantage Rewards to help reduce the amount the Member pays for medical insurance.

(A) Healthy Rewards earning basis are as follows:

- Tobacco use free for at least twelve (12) months earns \$300.00. Tobacco use free for less than twelve (12) months but greater than six (6) months earns \$100.00
- LDL cholesterol level reading at or below 160 mg/dl (with or without medicine) earns \$100.00.
- Blood pressure reading of 140/90 or below (with or without medicine) earns \$100.00.

For those Members with couple or family medical coverage, both the Member and their spouse are eligible to earn Healthy Rewards at a maximum of \$500.00 per person. If the Member has parent plus children coverage the Healthy Reward is doubled in value. Members with single medical coverage can earn a maximum of \$500 in rewards. Member's children are not eligible to participate in the Healthy Advantage Rewards program.

(B) Applying for Healthy Rewards

Each Member will be responsible for obtaining their personal medical information. Healthy Rewards paperwork will be provided to each Member and must be filled out and signed by a primary care physician or another physician of the employees choosing. The reported test items listed above must be measurements taken at the Member's annual physical, within the current medical insurance contract year.

Members may join the Healthy Rewards program at any time within the current Insurance Cycle. The Member shall submit their Health Rewards paperwork to the insurance broker. Rewards will be provided to the Member as specified in Section 5 above.

(C) Personal Medical Privacy

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

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

ARTICLE 28 MILITARY LEAVE

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

ARTICLE 29 FAMILY LEAVE

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

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

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

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

ARTICLE 30 DRUG FREE WORKPLACE

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

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

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

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

D. The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Member. Continued failure of a Member to seek and pursue treatment when job performance is affected may be grounds for discipline in accordance with Article 8 of this Agreement. Members who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

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

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

All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures, ten panel DOT protocol (Exhibit F) . If a drug confirmation test is positive, the Member may, upon written request and at the Member's expense, have the split sample re-tested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result. In the event the split sample test confirms the results of the first test, the Member may proceed with the sanction as set forth in this Article. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Member to proceed with sanctions as set forth in this Article. If the results are negative, the Member shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the Member shall be reimbursed for the re-test expense. The results of the testing shall be delivered to the Employer and the Member tested. A Member whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. A positive result from an alcohol test means a level of three-hundredths of one percent by weight of alcohol in the blood, or three hundredths (0.03) of one gram by weight of alcohol per two hundred ten liters of breath, or such other minimum level as may be prescribed by the traffic laws of the State of Ohio for the level at which a Member is presumed to be under the influence of alcohol such as is prescribed at Ohio Revised Code §§ 4511.19(A) and (B), respectively. A Member taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such Member's supervisor in advance of assuming the Member's duties.

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

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

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

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

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

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

Section 7. Agreement to Cooperate and Amend. The Township, Members and Union all acknowledge that the Township may realize significant savings in workers' compensation premiums through the adoption of a policy which complies with guidelines for a drug-free workplace as defined by the Bureau of Workers' Compensation. To facilitate the capture of those discount incentives, Liberty Township, the Members, and the Union agree the Township shall have the right to modify this Article 30 upon notice delivered by the Township, so long as said changes are agreed upon by both parties (Township and Union), so that the Article meets the minimum requirements necessary to obtain such incentives including discounted rates. The Members and the Union agree to cooperate to the extent necessary in the effort to qualify for those discount incentives.

ARTICLE 31 SUSPENSION IN CASE OF EMERGENCY

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

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

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

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

ARTICLE 32 UNION BUSINESS

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

- A. Attend meetings with Management;
- B. Transmit communications, authorized by the local Union or its officers to the Employer or his representatives;
- C. Consult with the Employer or his representatives concerning the enforcement of any provision of this Agreement;
- D. The Employer agrees that the Union's representatives may post Union notices on bulletin boards, distribute Union literature and solicit Union membership in work areas;
- E. The Union shall be permitted to place and maintain one bulletin board in each fire facility subject to the approval of the Fire Chief. Bulletins and materials subject to the Union's function as exclusive representative of the bargaining unit are the only materials to be posted by the Union and its Members. Materials which contain personal attacks and scandalous or derogatory comments about any Member, other employee or elected official or candidate shall not be posted on any of the bulletin board(s).
- F. Each employee elected to Union Office, or their designee, shall be granted the equivalent of one (1) duty shift, that is twenty-four (24) hour, annually, to perform their Union functions, including attendance at regular monthly meetings and various special seminars or conferences, without loss of pay, provided that such time off does not result in a reduction of on duty personnel below the minimum numbers established in Article 22, Sec 7 (A). Union Officers and/or their designees shall not use in excess of 96 hours collectively per year for this purpose. There shall be no carry over from year to year.

ARTICLE 33 SAFETY AND HEALTH

Section 1. Safe Workplace. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. Members shall forward any concerns they may have to the Labor Relations Committee in writing to be addressed as set forth in Article 12.

ARTICLE 34 MINIMUM STAFFING

Section 1. 56 Hour Minimum Staffing. The Liberty Township Fire Department, along with the Union, recognizes the need to have a safe number of employees on duty to provide emergency services. Minimum staffing shall consist of nine (9) full time firefighter/paramedics per day.

Section 2. Fire Prevention Staffing. The Liberty Township Fire Prevention Bureau shall consist of a minimum of one full-time member. This member shall hold the rank of Lieutenant.

Section 3. Additional Full Time Hires. When any additional full time staff are hired and added to a fifty six (56) hour shift, it is agreed that both the Township and Union shall meet and negotiate the terms of this section.

ARTICLE 35 SPECIAL DUTY

Section 1. Fire Chief Approval. From time to time Members may be called upon to provide services to the community on a limited, date specified, basis. All such special duty worked by any Member must be approved by the Fire Chief or his designee. All Members who are working special duty shall abide by and be protected by all Township and department policies and procedures and are subject to the articles of this agreement.

Section 2. Compensation. All hours worked by a Member shall be included by the Township in calculation of hours for which the Member actually works and is entitled to overtime compensation.

Section 3. Member Selection Protocol. Once approved, individual Member assignment to special duty postings shall be coordinated through the Union.

ARTICLE 36 DUES DEDUCTION

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

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

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

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

Section 5. Termination of Deduction. The Employer shall be relieved from making such individual dues deductions upon a Member's (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; and (5) written revocation of the check-off authorization by a Member not earlier than sixty (60) days no later than thirty (30) days prior to the expiration of the Agreement.

ARTICLE 37 OPTIONAL PAYROLL DEDUCTIONS

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

ARTICLE 38 MISCELLANEOUS PROVISIONS

Section 1. Leap Day. For those Members assigned to and working an average 56 hour work week, Leap Day will be divided into two (2) platoon shifts of twelve (12) hours each, with Members working the shift assigned by the Fire Chief. The following schedule shall normally be followed: Members scheduled to work on February 28th shall work 0800-2000 on February 29th. Members scheduled to work on February 26th shall work February 29th from 2000-0800 on March 1st. This shift shall then resume their normal work schedule starting at 0800 on March 1st. All Members who are scheduled to work and do work on Leap Day will be entitled to overtime or compensatory time payment as defined in Article 16 of this Agreement.

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

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

Section 4. Definitions.

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

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

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

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

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

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

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

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

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

Agreement, or which constitutes a mandatory subject of bargaining for which Ohio Rev. Code Chapter 4117 imposes an obligation to bargain.

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

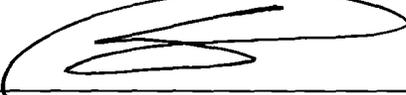
Section 8. Duration. The term of this Agreement shall be from January 1, 2016 until termination at midnight, December 31, 2018.

[SIGNATURES ON THE FOLLOWING PAGE]

IN TESTIMONY WHEREOF, the parties have signed this Agreement on or as of January 4, 2016.

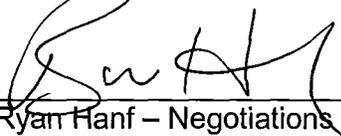
**FOR THE UNION
LOCAL 3754 IAFF:**

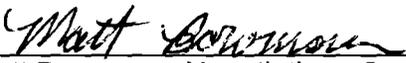

Chalaco Clark – President


Scott Simmons – Vice President


Mickey Smith – Secretary


Neal Brock – Treasurer

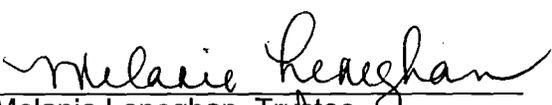

Ryan Hanf – Negotiations Committee


Matt Bowman – Negotiations Committee

FOR THE TOWNSHIP:


Tom Mitchell, Trustee


Shyra Eichorn, Trustee


Melanie Leneghan, Trustee


Matt Huffman, Administrator

Pursuant to Resolution No. 16-0104-05

CERTIFIED AND APPROVED:


Mark Gerber, Fiscal Officer

Master Seniority List for L3754

Seniority #	Members Name	Unit #	Date of Hire
1	Oberle, Timothy	9	5/16/1992
2	Saunders, Archie	14	1/1/1994
3	Wasmer, Darrel	15	7/16/1994
4	Young, Scott	13	1/1/1995
5	Long, Edward	16	1/1/1995
6	Piwtorak, William	17	1/1/1995
7	Greer, Eric	22	9/23/1996
8	Price, David	21	9/23/1996
9	Reardon, Jim	23	3/29/2000
10	Worley, Sean	27	2/19/2001
11	Barnhart, Josh	28	2/19/2001
12	Gilbert, Shad	29	2/19/2001
13	Lovell, Benjamin	76	7/18/2001
14	Watts, Daniel	77	8/1/2001
15	Lybarger, Kenneth	75	7/1/2002
16	Niemet, Brian	74	7/1/2002
17	Simmons, Scott	78	5/19/2003
18	White, David	71	5/19/2003
19	Clark, Chalaco	81	2/23/2004
20	Friesner, Ray	82	2/23/2004
21	Lesch, Brian	83	2/23/2004
22	Smith, Mickey	84	2/23/2004
23	Thomas, Ron	85	2/23/2004
24	Wood, Kevin	86	2/23/2004
25	Brock, Neal	87	4/13/2004
26	Cloud, Michael	92	6/21/2004
27	Hanf, Ryan	94	6/21/2004
28	Neal, Shawn	96	6/21/2004
29	Simmons, Doug	97	6/21/2004
30	Walker, Chad	88	6/21/2004
31	Bowman, Matt	102	2/14/2005
32	Marohl, Chad	103	2/14/2005
33	Rickett, Jason	101	2/14/2005
34	Looney, Del	110	10/2/2006
35	Miller, Jason	113	2/5/2007
36	Rigel, Darren	114	2/5/2007
37	Hambrick, Ken	118	10/29/2007
38	Canfield, Pete	106	3/18/2009
39	Curtiss, Dan	124	11/21/2011
40	Murphy, Michael	129	9/1/2015

2016

<u>56 Hr Firefighter/Paramedic</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$54,021.71	\$2,077.76	\$18.55	\$27.83	\$55.65
Step 2	\$62,443.41	\$2,401.67	\$21.44	\$32.17	\$64.33
Step 3	\$70,865.81	\$2,725.61	\$24.34	\$36.50	\$73.01
Step 4	\$79,288.58	\$3,049.56	\$27.23	\$40.84	\$81.68

<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$84,838.78	\$3,263.03	\$29.13	\$43.70	\$87.40
Step 2	\$90,388.98	\$3,476.50	\$31.04	\$46.56	\$93.12

<u>56 Hr Battalion Chief</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$95,812.32	\$3,685.09	\$32.90	\$49.35	\$98.71

<u>40 Hr Firefighter/Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$54,021.71	\$2,077.76	\$25.97	\$38.96	\$0.00
Step 2	\$62,443.41	\$2,401.67	\$30.02	\$45.03	\$0.00
Step 3	\$70,865.81	\$2,725.61	\$34.07	\$51.11	\$0.00
Step 4	\$79,288.58	\$3,049.56	\$38.12	\$57.18	\$0.00

<u>40 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$84,838.78	\$3,263.03	\$40.79	\$61.18	\$0.00
Step 2	\$90,388.98	\$3,476.50	\$43.46	\$65.18	\$0.00

<u>40 Hr Battalion Chief</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$95,812.32	\$3,685.09	\$46.06	\$69.10	\$0.00

<u>Fire Prevention Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$93,944.03	\$3,613.23	\$45.17	\$67.75	\$0.00

2017

<u>56 Hr Firefighter/Paramedic</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$55,372.25	\$2,129.70	\$19.02	\$28.52	\$57.05
Step 2	\$64,004.49	\$2,461.71	\$21.98	\$32.97	\$65.94
Step 3	\$72,637.45	\$2,793.75	\$24.94	\$37.42	\$74.83
Step 4	\$81,270.79	\$3,125.80	\$27.91	\$41.86	\$83.73

<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$86,959.75	\$3,344.61	\$29.86	\$44.79	\$89.59
Step 2	\$92,648.70	\$3,563.41	\$31.82	\$47.72	\$95.45

<u>56 Hr Battalion Chief</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$99,134.11	\$3,812.85	\$34.04	\$51.06	\$102.13

<u>40 Hr Firefighter/Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$55,372.25	\$2,129.70	\$26.62	\$39.93	\$0.00
Step 2	\$64,004.49	\$2,461.71	\$30.77	\$46.16	\$0.00
Step 3	\$72,637.45	\$2,793.75	\$34.92	\$52.38	\$0.00
Step 4	\$81,270.79	\$3,125.80	\$39.07	\$58.61	\$0.00

<u>40 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$86,959.75	\$3,344.61	\$41.81	\$62.71	\$0.00
Step 2	\$92,648.70	\$3,563.41	\$44.54	\$66.81	\$0.00

<u>40 Hr Battalion Chief</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$99,134.11	\$3,812.85	\$47.66	\$71.49	\$0.00

<u>Fire Prevention Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$96,292.63	\$3,703.56	\$46.29	\$69.44	\$0.00

2018

<u>56 Hr Firefighter/Paramedic</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$56,756.55	\$2,182.94	\$19.49	\$29.24	\$58.47
Step 2	\$65,604.60	\$2,523.25	\$22.53	\$33.79	\$67.59
Step 3	\$74,453.39	\$2,863.59	\$25.57	\$38.35	\$76.70
Step 4	\$83,302.56	\$3,203.94	\$28.61	\$42.91	\$85.82

<u>56 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$89,133.74	\$3,428.22	\$30.61	\$45.91	\$91.83
Step 2	\$94,964.92	\$3,652.50	\$32.61	\$48.92	\$97.83

<u>56 Hr Battalion Chief</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$102,562.11	\$3,944.70	\$35.22	\$52.83	\$105.66

<u>40 Hr Firefighter/Inspector</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$56,756.55	\$2,182.94	\$27.29	\$40.93	\$0.00
Step 2	\$65,604.60	\$2,523.25	\$31.54	\$47.31	\$0.00
Step 3	\$74,453.39	\$2,863.59	\$35.79	\$53.69	\$0.00
Step 4	\$83,302.56	\$3,203.94	\$40.05	\$60.07	\$0.00

<u>40 Hr Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1 (Probationary)	\$89,133.74	\$3,428.22	\$42.85	\$64.28	\$0.00
Step 2	\$94,964.92	\$3,652.50	\$45.66	\$68.48	\$0.00

<u>40 Hr Battalion Chief</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$102,562.11	\$3,944.70	\$49.31	\$73.96	\$0.00

<u>Fire Prevention Lieutenant</u>	<u>Annual</u>	<u>Pay</u>	<u>Hourly</u>	<u>Overtime*</u>	<u>FLSA**</u>
Step 1	\$98,699.94	\$3,796.15	\$47.45	\$71.18	\$0.00

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

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

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

AGREEMENT TO RECEIVE COMPENSATORY TIME

I have read and understand the Township's Article 16 regarding compensatory time. I hereby elect to receive compensatory time to be accrued at one and one-half (1½) hours for each hour of overtime, in lieu of paid overtime, in accordance with Article 16 of the Agreement between Liberty Township and Local 3754 of the International Association of Firefighters. I hereby acknowledge that this agreement to receive compensatory time in lieu of overtime pay has been made prior to my performance of overtime work.

Member Signature

Date

TUITION REIMBURSEMENT PAYROLL DEDUCTION

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

Member Signature

Date

AUTHORIZATION FOR PAYROLL DEDUCTION

NAME _____

RANK _____

DEPARTMENT _____ FIRE _____

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

It is my understanding that this Authorization can only be revoked by submission in writing to the Employer and the Union no earlier than sixty (60) days or later than thirty (30) days prior to the expiration of the Agreement.

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

MEMBER _____

WITNESS _____

Ten Panel DOT Protocol

PA58 (10-Panel Drug Screen DOT "Lookalike" with Oxycodone)

Amphetamines	500 ng/mL
Cocaine	150 ng/mL
Ecstasy	500 ng/mL
6-am screen (Heroin)	10 ng/mL
Opiates	2000 ng/mL
Benzodiazepines	300 ng/mL
Methadone	300 ng/mL
Methaqualone	300 ng/mL
Barbiturates	300 ng/mL
Marijuana	50 ng/mL
Phencyclidine	25 ng/mL
Propoxyphene	300 ng/mL
Oxycodone	100 ng/mL