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AGREEMENT

Between

The Township of Concord,

County of Lake,

State of Ohio

And

The International Association of
Professional Firefighters – Local 3329

Effective: January 1, 2016

Expires: December 31, 2018

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AGREEMENT

ARTICLE 1: PREAMBLE

1.1 This Agreement is made and entered into this **16th** day of December 2015, by and between the Township of Concord, Lake County, Ohio, hereinafter referred to as the “Township”, and the International Association of Professional Firefighters, Local 3329, hereinafter referred to as the “Union”.

ARTICLE 2: PURPOSE AND INTENT

2.1 It is the purpose of this Agreement to achieve and maintain harmonious relationships between the Township and the Union, and to ensure the orderly and uninterrupted efficient operation of the Fire Department through collective bargaining which will have for its purposes, among others, the following:

- A. To recognize the interests of the Employees of the Township to participate, through collective bargaining, in the determination of the terms and conditions of their employment; and
- B. To promote fair and reasonable working conditions; and
- C. To promote Departmental efficiency and economy as the parties mutually recognize that the services provided are critical to the health, safety and welfare of the citizens of the Township of Concord, Lake County, Ohio;
and

- D. To avoid interruption or interference with the efficient operation of the Township's business; and
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3: RECOGNITION

3.1 The Township recognizes the International Association of Professional Firefighters, Local 3329, as the exclusive bargaining agent for all Employees in the bargaining unit hereinafter described. The bargaining unit shall consist of:

- A. All full-time Firefighters and Line Officers employed by the Concord Township Fire Department.
- B. All other employees of the Employer are excluded from the bargaining unit.
- C. Members of the bargaining unit shall hereinafter be referred to as the "Employee" and the Township shall hereinafter be referred to as the "Employer".

ARTICLE 4: GENDER

4.1 Whenever a male gender is used in this Agreement, it shall be construed to include male and female Employees unless biologically infeasible.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 Not by way of limitation of the following paragraph, but only to indicate the type of matters of rights which belong to and are inherent to the Employer, the Employer retains the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the 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 the Fire Department;
- D. Determine the overall methods, processes, means, or personnel by which the Fire Department operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain Employees;
- F. Determine the adequacy of the work force;
- G. Effectively manage the work force;
- H. Take actions to carry out the mission of the Employer as a governmental unit;
- I. Select and locate buildings and other Fire Department facilities;
- J. Establish, expand, transfer, and/or consolidate work processes and facilities;
- K. Consolidate, merge or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;

- L. Terminate or eliminate all or any part of its work or facilities;
- M. Arrange the hours of work and work schedules;
- N. Determine the necessity of overtime and the amount thereof.

5.2 The exercise of the foregoing rights, authority and responsibilities shall be construed so as to grant the Township the right to act, operate and manage the Department in every respect except, and only to the extent, that a specific and express term of this Agreement places a limitation upon the right of the Employer.

ARTICLE 6: RULES AND REGULATIONS

6.1 It is understood and agreed that the Employer has the authority to promulgate reasonable work rules, policies, procedures and directives to regulate the conduct of the Employees whenever possible and such matters to the extent they are reduced in writing will be made available to all Employees. Such rules, policies, procedures and directives shall not be inconsistent with this Agreement.

6.2 Each bargaining unit Member shall be provided a copy of the Rules and Regulations in effect as of the date of the Agreement. All changes or modifications shall be posted in a conspicuous location in each Fire Station three (3) days prior to the effective date and a copy shall be provided to each Member on or after the effective date. All copies shall be transmitted electronically.

ARTICLE 7: DISCRIMINATION

7.1 The parties agree that neither the Township, the Union, nor its officers shall engage in any action or behavior which discriminates on the basis of age, race, creed, color, sex, marital status, national origin, religion, political affiliation, disability, Union

membership, Union non-membership, or discriminate in any other manner which violates any federal or state law.

7.2 The Union recognizes that the Employer must comply with the requirements of the American with Disabilities Act (ADA) even where a conflict may exist between the ADA and a specific provision of this Agreement. Therefore, the Union agrees that the Employer shall have full authority to take any action which is reasonable or deemed necessary to comply with its duty to provide reasonable accommodation under the ADA. Actions taken by the Employer for the purpose of complying with the ADA shall not be grievable.

ARTICLE 8: UNION ACTIVITY

8.1 There shall be no discrimination, interference, restraint, or coercion by the Employer against any Employee for his lawful activity on behalf of, or membership in the Union.

8.2 Employees elected or appointed to represent the Union ("Union Officials") shall be granted paid leave not to exceed two (2) twenty-four (24) hour days per year, in order to attend seminars, conferences or conventions and provided that the time and place of such activity shall be presented to the Chief at least fifteen (15) days in advance for approval, and such approval shall not be withheld by reason that such Union Officials absence may result in overtime, and further provided that no more than two (2) Union Officials may be off at any one time.

8.3 On-duty Union Officials shall be permitted to work on Union related matters while on shift, provided that such activity does not interfere with work related shift duties and are approved by the shift officer.

8.4 The Employer agrees that the Union President or his designee, in the President's absence, shall have direct access to the Fire chief to discuss areas of mutual concern in an effort to insure harmonious relations.

ARTICLE 9: DEFINITION OF SENIORITY

9.1 Seniority shall be determined by continuous service as a full-time firefighter in the Fire Department calculated from the date of hire as a full-time firefighter.

Continuous service shall be broken only by resignation, discharge or retirement.

Employees with the same date of hire shall be given seniority in alphabetical order according to each Employee's last name.

9.2 Unpaid leaves of absence shall not count toward seniority nor detract from previously accrued seniority.

9.3 All requests for unpaid leave of absence shall be in writing stating the reason for the request. All requests for unpaid leave must be approved by the Fire Chief and authorized by the Township Trustees, unless authorized under the FMLA.

ARTICLE 10: RESIDENCY

10.1 Employees must maintain primary residence within Lake County, Ohio, or live in a contiguous county. There shall be no exceptions to this Article. Geauga, Cuyahoga and Ashtabula counties shall be considered contiguous.

ARTICLE 11: PERSONNEL REDUCTION

11.1 In the case of a personnel reduction within the bargaining unit, the Employee with the least seniority, by full-time Fire Department date of hire, shall be laid off first.

Employees shall be recalled in order of their seniority. No new Employee shall be hired for at least twelve (12) months or until all laid off Employees have been given the opportunity to return to work, whichever is earlier.

11.2 In the event of an anticipated personnel reduction, the Township shall provide the Union with at least thirty (30) days advance written notice. The Union and Township, upon written notice of the Union, shall meet prior to the effective date of the reduction to discuss possible alternatives.

11.3 Staffing shall first be reduced by part-time employees until there is a staffing level of two (2) part-time slots per shift in the schedule.

ARTICLE 12: DISCIPLINE AND DISCHARGE

12.1 This procedure shall apply to all employees covered by this Agreement with the exception of probation firefighters.

12.2 Discipline shall be imposed only for just cause.

12.3 Based on the merits of severity of an offense, discipline of an employee shall normally follow the principal of progressive discipline, taking into account prior events that have led to disciplinary action. Disciplinary steps may be skipped for serious infractions.

Disciplinary action may include any of the following actions based on the nature of the offense:

- A. Cautionary warning.
- B. Written reprimand.
- C. Suspension (duration based on severity of case).
- D. Reduction in rank or position.
- E. Discharge.

12.4 Written reprimands may be grieved to the level of the first ranking Officer outside the bargaining unit which will be the final resolve of the grievance. The grievance hearing must be requested within fifteen (15) working days of notification of an employee, and the hearing must be scheduled within fifteen (15) working days of the request for a hearing.

12.5 Disciplinary action of suspension or greater may be appealed through the grievance procedure, including Arbitration, as set out in this Agreement and shall be entered at Step 3.

12.6 An employee may place a letter of rebuttal in his personnel file for any cautionary warning, written reprimand, or suspension.

12.7 In such cases where the Employer proposes disciplinary action of suspension or greater, an employee shall be offered a pre-disciplinary hearing before a detached hearing officer as assigned by the Township Administrator.

In such cases, the employees shall receive advance notice of the charges, proposed action, date, place, and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in his own behalf in the form of documentation and/or witnesses, and the right to have representation of his

choice. Failure to appear at the pre-disciplinary hearing will result in a waiver of the employee's right to a hearing.

12.8 Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

A. Any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.

B. Any suspension of one (1) tour of duty or less shall cease to have effect after three (3) years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.

C. Any suspension greater than one (1) tour of duty shall cease to have effect after five (5) years from the effective date of the suspension, providing there is no intervening disciplinary action during the five (5) year period.

12.9 The discipline imposed shall remain in effect until reversed/modified during the grievance and/or Arbitration Procedures as outlined in this Agreement.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 Any Employee shall have the right to present his grievance in accordance with the procedure herein provided, free from any interference, coercion, restraint, discrimination, or reprisal and, except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of all parties to this Agreement that all grievances shall be settled, if possible, at the lower steps of this procedure.

13.2 For the purpose of this procedure, the below-listed terms are defined as follows:

- A. Grievance – shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only specific and expressly written provisions of this Agreement.
- B. Aggrieved Party – shall be defined as only any Employee or group of Employees within the bargaining unit actually filing a grievance.
- C. Party in Interest – shall be defined as any Employee of the Employer named in the grievance who is not the aggrieved party.
- D. Days – as used in this procedure, a “day” shall mean calendar days. Excluding Saturdays, Sundays, or Holidays celebrated by the Employer.

13.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except as Step 1, all grievances shall include:
 - (1) The name and position of the aggrieved party;
 - (2) Identify the provisions of this Agreement relevant to the grievance;
 - (3) The time and place where the alleged events or conditions constituting the grievance took place;
 - (4) The identity of the party responsible for causing the grievance, if known to the aggrieved party; and
 - (5) and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- B. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. All correspondence between the parties shall be hand-delivered or by other transmission whereby the parties acknowledge receipt of such correspondence. If to the Union, the correspondence shall be delivered to the aggrieved party and his Union representative. If to the Employer, the correspondence shall be delivered to the Employer representative.
- C. The filing of grievances may be conducted during working hours of the Employee having a grievance, providing such filing does not interfere with the Employee's work.
- D. Nothing contained herein shall be construed as limiting the right of the Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The aggrieved party may have Union representation at any step of the Grievance Procedure.

- F. The existence of the grievance procedure hereby established shall not impair or limit the right of any Employee to pursue any other remedies available under the law, except that any Employee who pursues any other remedy other than provided by this procedure shall automatically have waived and forfeited any remedies by this procedure.
- G. The time limits provided herein shall be strictly adhered to and any grievances not filed initially or appealed within specific time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

13.4 All grievances shall be administered in accordance with the following steps of this Grievance Procedure:

- A. **Step 1:** An Employee who believes he may have a grievance shall notify the Deputy Chief's Office of the possible grievance within fifteen (15) days of the occurrence of the facts giving rise to the grievance. The Deputy Chief will schedule an informal meeting with the employee and his representative, if requested, within five (5) days of the date of the notice by the employee. The Deputy Chief shall give his answer within five (5) days of the meeting.

- B. **Step 2:** If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision at Step 1. A copy of the written decision shall be submitted with the appeal. The Chief shall convene a meeting within five (5) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if requested. The Chief shall issue a written decision to the employee and the employee's representative within ten (10) days from the date of the meeting.
- C. **Step 3:** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Township Trustees or their designee within five (5) days from the date of rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Township Trustees or their designee shall convene a meeting within ten (10) days of the receipt of the appeal. The Township Trustees or their designee shall issue a written decision to the employee and the employee's representative within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, the Union may proceed to the Arbitration Procedure herein contained.

ARTICLE 14: ARBITRATION PROCEDURES

14.1 In the event a grievance is unresolved after being processed through all of the first three (3) steps of the Grievance Procedure, unless mutually waived, and the Employee filing the grievance wishes to utilize the Arbitration Procedure, then not later than (10) days after the rendering of the decision in Step 3 of the Grievance Procedure, the grievant and the Employer shall meet to attempt to mutually agree upon an Arbitrator to hear the grievance from the panel of Arbitrators created by this procedure. The names of the Arbitrators shall be provided by the American Arbitration Association and shall contain no less than five (5) or more than nine (9) names. If such Agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the Arbitrator to hear the grievance in question.

14.2 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.

14.3 The Arbitrator shall not decide more than one (1) grievance on the same day or series of hearing days except by mutual agreement between the parties.

14.4 The hearing or hearings will be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

14.5 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any expenses incurred by the other party.

14.6 The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision and award of the Arbitrator shall be final and binding on all the parties.

14.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and Arbitration Procedures herein contained.

14.8 The question of the arbitrability of a grievance may be raised at any time during the grievance process on the grounds that the matter is non-arbitable or beyond the Arbitrator's jurisdiction. The first question to be placed before and decided by the Arbitrator will be whether or not the alleged grievance is within the purview of arbitrability.

14.9 In the event of a monetary award, the Arbitrator shall limit any retroactivity to the date the grievance was filed. In reaching his decision and award, the Arbitrator may not substitute his judgment for that of the Employer.

ARTICLE 15: PROBATIONARY PERIOD

15.1 All newly hired Employees will be required to serve a probationary period of twelve (12) months as a full-time firefighter excluding any periods of unpaid leave of absence. During said period, the Employer, upon recommendation of the Fire Chief, shall have the sole discretion to discipline or discharge such Employee(s) and any such

action shall not be appealable through any grievance or appeal procedure contained herein.

15.2 All newly promoted full-time Employees will be required to serve a promotional probationary period of six (6) months excluding any periods of unpaid leave of absence. During such period, the Employer, upon the recommendation of the Fire Chief, shall have the sole discretion to demote such Employee(s) to his previous position. Any such demotion shall be appealable through the grievance procedure contained herein; however, the sole issue before the Arbitrator is whether or not the Employer was arbitrary or capricious in the decision to make the demotion.

15.3 If an Employee is discharged or quits while on probation and is later rehired, he shall be considered a new Employee and shall be subject to the provisions of the first paragraph above in this section.

ARTICLE 16: RATE OF PAY

16.1 Annual rate of pay shall be determined by taking the Employee's hourly wage rate and multiplying it by the total number of average scheduled hours the Employee will work for the year.

16.2 The average scheduled hours will be:

Year 2016= 2672.80 hours

Year 2017= 2672.80 hours

Year 2018= 2672.80 hours

16.3 Each Employee shall receive a paycheck every two (2) weeks. Each paycheck shall be of equal hours by taking the average scheduled hours for the year and dividing them by twenty-six (26) which is the typical number of pay periods for a year.

ARTICLE 17: HOURS

17.1 Commencing January 1, 2016 the work schedule shall be based on 51.4 hours per week (weekly average) with Kelly Days in accord with appendix "A" on a three (3) platoon, twenty-four (24) hour shift commencing at 0700 hours and continuing through 0700 hours on the following day. Nothing in this agreement, however, shall be construed as preventing the Employer from restructuring the normal schedule work day or work week for the purposes of promoting or improving services nor shall anything in the Agreement be construed as a guarantee of overtime.

ARTICLE 18: SHIFT STAFFING

18.1 Scheduled staffing shall consist of five (5) Bargaining Unit Employee personnel as follows:

A minimum of One (1) – Officer (who shall be a bargaining unit Employee).

A minimum of One (1) – Paramedic (who shall be a bargaining unit Employee).

18.2 In the event there is no full-time Shift Officer on duty, the Shift Officer shift shall be filled by the full-time officer rotation.

18.3 Station #2 Officer. In the absence of an officer on shift at station #2, the senior full-time firefighter of that scheduled shift and who meets the qualifications from the current promotional examination process, shall assume the officer status and be paid at the entry level full-time officer rate of pay.

ARTICLE 19: SALARIES

2016		2.50%		
TITLE/CLASS	NEW HIRE	AFTER ONE (1) YEAR	AFTER TWO (2) YEARS	
FF/Paramedic	\$19.46	\$23.18	\$26.31	
LT/Paramedic	\$27.25	\$28.12	\$28.95	
Shift Captain	\$31.83			

2017		2.75%		
TITLE/CLASS	NEW HIRE	AFTER ONE (1) YEAR	AFTER TWO (2) YEARS	
FF/Paramedic	\$20.00	\$23.82	\$27.03	
LT/Paramedic	\$28.00	\$28.89	\$29.75	
Shift Captain	\$32.71			

2018		2.75%		
TITLE/CLASS	NEW HIRE	AFTER ONE (1) YEAR	AFTER TWO (2) YEARS	
FF/Paramedic	\$20.55	\$24.48	\$27.77	
LT/Paramedic	\$28.77	\$29.68	\$30.57	
Shift Captain	\$33.61			

19.4 A one-time payment shall be made by the Employer to the Employee upon completion of a college degree in Fire Science as follows:

Associate's Degree: \$ 750

Bachelor's Degree: \$ 1,500

The Employee must have either begun the process, or be in the process of obtaining one of the above-mentioned degrees while a member of the Concord Township Fire Department to be eligible to receive payment.

Should an employee receive payment for an Associate's Degree, that Employee shall remain employed with the Concord Township Fire Department for a minimum of three (3) years or thirty-six (36) months from the date of the payment. If the Employee

terminates employment with the Department less than three (3) years or thirty-six (36) months from the date of payment, the Employee shall reimburse the Concord Township Fire Department a prorated portion of the payment based upon the balance of the three (3) years or thirty-six (36) months period remaining to be served.

Should an Employee receive payment for a Bachelor's Degree, that Employee shall remain employed with the Concord Township Fire Department for a minimum of three (3) years or thirty-six (36) months from the date of payment. If the Employee terminates employment with the Department less than three (3) years or thirty-six (36) months from the date of payment, the Employee shall reimburse the Concord Township Fire Department a prorated portion of the payment based upon the balance of the three (3) years or thirty-six (36) months period remaining to be served.

ARTICLE 20: OVERTIME

20.1 Employees shall be compensated at the rate of one (1) time their regular hourly rate or accrue compensatory time at the same rate for all authorized hours actually worked up to one hundred and two point eight (102.8) hours in each fourteen calendar day cycle.

20.2 Employees shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate or accrue compensatory time, at the Employees option, at the same rate for all authorized "hours actually worked" in excess of one hundred and two point eight (102.8) hours in each fourteen (14) calendar day cycle and for all hours actually worked as a result of "Personnel Recalls" or "Mandatory Call Ins." ("Hours actually worked" shall include all approved leaves except sick leave.)

Employees assigned work in excess of their normally assigned work schedule shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate or accrue compensatory time, at the Employee's option. In the event an employee is called in to work after he has left work or on a day when he is not scheduled to work, the employee will be guaranteed a minimum of two (2) hours of pay at one and one-half (1 ½) times their regular hourly rate or for all hours actually worked, whichever, is greater, providing such hours do not about the employee's normally scheduled work day.

If called in to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day, the individual will be paid at double time, with a two (2) hour minimum. "Overtime hours" on these holidays shall be interpreted to include those hours an employee is on overtime commencing at 0700 hours on the holiday and continuing through 0700 hours the following day.

20.2.1 All overtime requires approval of the Shift Officer and/or Fire Chief.

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

20.2.3 At the Fire Chief's or his designee's discretion, overtime may be approved for special assignments.

20.2.4 Mandatory off-duty training or meetings shall be compensated with a one (1) hour minimum. The Fire Chief must approve such training and/or meetings.

20.2.5 Off-duty personnel who respond to the station or scene for a "Personnel Recall" shall be compensated for a minimum of *two hours*. The employee responding shall perform duties as prescribed by the officer in charge.

20.2.6 Tours of duty shall not exceed forty-eight (48) consecutive hours, without first obtaining the approval of the Fire Chief or his designee.

20.3 Employees may receive compensatory time off in lieu of overtime compensation upon approval of the Employer. All compensatory time earned in excess of two hundred forty (240) hours shall not be further accruable and shall be paid in the next pay period that the Employee shall have two hundred (200) remaining compensatory hours.

20.4 Accrued compensatory time off may be taken in increments of no less than four (4) hours upon approval of the Fire Chief or his designee provided the Employee has made such request at least two (2) hours in advance. A request to use compensatory time-off may be denied if it would be unduly disruptive to the Department's operation.

20.5 On-duty Employees who are mandated by the Fire Chief or his designee to participate in off-site Fire or EMS training courses shall be allowed time-off to attend without having to use accrued time-off.

On-duty Employees who request to attend off-site training courses during the course of their shift shall, with the approval of the Fire Chief or his designee, be allowed time off without penalty as long as minimum staffing levels are not compromised.

ARTICLE 21: VACATIONS

21.1 All Employees who have completed one (1) year of continuous employment and successfully completed their probationary period, upon the scheduling approval of the Fire Chief or his designee, shall be eligible for vacation leave paid at the regular base rate on the basis of time earned or accrued in accordance with the following schedule:

After one (1) year of service	48 Hours	(2 shifts)
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After two (2) years of service	120 Hours	(5 shifts)
After five (5) years of service	168 Hours	(7 shifts)
After ten (10) years of service	216 Hours	(9 shifts)
After fifteen (15) years of service	264 Hours	(11 shifts)
After eighteen (18) years of service	288 Hours	(12 shifts)
After twenty-one (21) years of service	312 Hours	(13 shifts)

For each additional three (3) years of employment (1 additional 24 hour shift)

21.2 Employee may carry over a maximum of twenty-four (24) hours of unused vacation from the previous year. Carried over vacation time must be used first and designated on the time off request sheet as “carried over” time.

21.3 Vacation credit shall be determined by what was earned in the preceding year calculated from the anniversary date of the Employee. In the case of conflicting vacation requests, the request will be based on seniority. An Employee may submit to the Township up to a maximum of ninety-six (96) hours of unused vacation time for payment at their regular rate of pay.

ARTICLE 22: SICK LEAVE

22.1 Sick leave shall be defined as an absence with pay necessitated by the illness, pregnancy, quarantine, injury of the employee, exposure to a contagious disease communicable to other employees, or death, illness or injury in the employee’s immediate family, “immediate family” shall be defined to include the employee’s parents/step parents, grandparents, spouse, spouse’s parents, children/stepchildren, siblings or spouse’s siblings, or any other relative residing with the employee.

22.2 In addition to an Employee's personal illness, sick leave may be used for any of the following reasons with the approval of the Shift Officer.

(1) Medical appointments, illness or injury of the Employee's spouse, child/stepchild who is a member of Employee's household.

(2) Medical care or medical assistance of spouse, adult children/stepchildren, family members defined as: parents, parents-in-law, step parents, siblings, grandparents, grandparents-in-law.

22.3 All Employees shall earn sick leave at the rate of five and zero tenths (5.0) hours for every eighty (80) hours actually worked, excluding overtime, and may accumulate unlimited sick time hours.

22.4 An Employee who is to be absent on sick leave shall notify the Shift Officer of such absence and the reasons therefore at least one (1) hour before the start of his tour of duty each day he is absent, unless the Employee is on a physician-approved sick leave.

22.5 Sick leave may be used in segments of not less than four (4) hours, except in the case of the Employee's doctor and dental appointments or hospital visits to members of the immediate family, where the Employee may use sick leave in one (1) hour segments, providing the Employee gives the Employer notice of such appointment at the beginning of his work shift. Use of sick leave shall be deducted from an Employee's sick leave accumulation on the basis that every hour paid shall be an hour deducted.

22.6 Before an absence may be charged against accumulated sick leave, the Fire Chief may require such proof of illness as may be satisfactory to him, or may require the Employee to be examined by a physician designated by the Fire Chief and paid by the

Employer. In any event, an Employee absent for more than two (2) tours of duty, the Employee must supply a physician's report that the employee may return to duty "without restrictions" to be eligible for paid sick leave, unless such report is waived by the Fire Chief.

22.7 If an employee is absent for more than two (2) tours of duty and the Employee fails to submit adequate proof of illness, injury or death upon request, or, in the event that upon such proof as is submitted, or upon the report of medical examination, the Fire Chief finds there is not satisfactory evidence of illness, injury or death sufficient to justify the Employee's absence, such leave may, at the Fire Chief's sole discretion, be considered as unauthorized leave and shall be without pay. The attending physician's statement shall be deemed adequate proof unless the Employer has reason to suspect such report is erroneously supplied.

22.8 Any abuse of sick leave or patterned abuse of sick leave shall be sufficient cause for discipline.

22.9 The Fire Chief may require an Employee who has been absent for more than two (2) tours of duty due to personal illness or injury, prior to and as a condition of his return to work, to be examined by a physician designated by the Employer and paid by the Employer, to determine whether the Employee is fit-for-duty in the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

22.10 Should there be a conflict between the Employee's doctor and the doctor designated by the Employer over an opinion concerning the Employee's ability to return

to work, a third doctor will be chosen by mutual agreement between the Employer and the Union, who shall examine the Employee and decide the matter in question. All relevant medical information, including doctor or hospital reports, that pertain to the condition shall be transmitted or a limited Medical Release and Authorization signed by the employee provided to the third neutral physician. This jointly-appointed doctor shall be paid by the Employer and the Union, with his fee being shared equally by the parties.

22.11 In addition to personal illness or injury to the Employee, absence(s) due to pregnancy or pre-childbirth by the Employee or the mother of the Employee's child may be charged against the Employee's accrued, but unused sick leave account.

An Employee is limited to four (4) tours of duty off for the care of the Employee's spouse during the pre-natal period, and four (4) tours of duty off for the care of the Employee's spouse during the post-natal period.

22.12 Upon the normal retirement, disability retirement, or death of an Employee, such Employee (or the Employee's estate in the case of death) shall be entitled to receive a cash payment equal to 25% of his accrued, but unused, sick leave credit not to exceed two thousand and eight hundred (2,800) hours at the hourly rate of pay at the time of retirement or death.

Should the Employee have twenty (20) or more years of continuous, full-time service with Concord Township, or should the Employee die while in the line of duty with Concord Township, said Employee (or the Employee's estate in the case of death) shall receive a cash payment in the amount of thirty-five (35%) of his accrued, but

unused, sick leave credit not to exceed two thousand and eight hundred (2,800) hours at the hourly rate of pay at the time of retirement or death.

22.13 When an Employee is injured or exposed to a contagious disease in the line of duty, while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits (e.g. sick leave, vacation, etc.).

If at the end of this ninety (90) calendar day period the Employee is still disabled, the Employee may make written application for an additional ninety (90) calendar day period or portion thereof. The Employee shall provide appropriate medical documentation as to the Employee's diagnosis, progress, etc., as may be required by the Employer. The granting of such additional leave shall be at the sole discretion of the Employer.

ARTICLE 23: BEREAVEMENT LEAVE

Bereavement leave may be granted up to twenty-four (24) hours, per instance, as a result of the death of a member of the employee's family defined as: spouse, mother, mother-in-law, father, father-in-law, step-parent, step-parent-in-law, grandparents, grandparents-in-law, grandchildren, step grandchildren, brother, brother-in-law, step-brother-in law, sister, sister-in-law, step-sister-in-law, child, step-child, legal guardian or other person who stands in place of a parent (loco parentis). If additional time is required, the individual may be granted with the approval of the Fire Chief, either sick leave, vacation

time, personal time, or time off without pay (should sick leave or vacation time be exhausted) or a combination thereof. Approval of an employee's request for additional leave shall not be unreasonably withheld. Bereavement leave may not be accumulated, nor shall it be paid out at the termination of employment.

ARTICLE 24: PERSONAL TIME

24.1 Each Employee shall be entitled to forty-eight (48) personal hours per year.

While it is encouraged that personal time scheduling is scheduled as far in advance as possible, verbal requests can be made up to one hour prior to the Employee's scheduled shift. Requests for personal time off are discretionary and must be approved by the Shift Officer.

Personal time must be taken in no less than four (4) hour increments.

Unused accrued personal time is not payable upon termination or retirement.

New Employees are entitled to prorated personal time under this Article based on the number of full calendar months remaining in the calendar year at the rate of four (4) hours per month.

ARTICLE 25: HOLIDAYS

25.1 During the term of this Agreement, each Employee shall be entitled to six (6), twenty-four (24) hour holidays per year. Each Employee's scheduling of holidays will be subject to the approval of the Fire Chief or his designee. Newly hired Employees shall be entitled to a prorated number of holiday hours at the rate of one (1) twenty-four (24) hour holiday for every two (2) calendar months remaining in the calendar year.

25.2 Holiday time submitted and approved prior to the 1st day of the immediately preceding month will be filled by the Officer in charge of the calendar. If prior approval is not requested and approved, it will be the responsibility of each Full-Timer requesting the time off to fill the shift with a comparable person. Example: Requested Holiday time for September must be submitted and approved by August 1st.

25.3 At the end of the calendar year, each Employee shall be entitled to submit to the Township up to a maximum of twenty-four (24) hours of unused holiday time for that calendar year for payment at his regular rate of pay.

25.4 Employees who are scheduled to work, and who actually do work their shift on Christmas Day shall be compensated at the rate of one and one-half (1 ½) times their regular base rate of pay for that full tour of duty.

25.5 The Employees of the other two (2) shifts that are not scheduled to work Christmas Day in a given calendar year shall select one (1) other holiday to be compensated at one and one-half (1 ½) times their regular base rate of pay. Each shift must select one (1) of the holidays recognized by Concord Township that their shift is actually scheduled to work during that calendar year. All Employees of that shift must select the same holiday and not separate individual holidays. Each shift shall select their holiday to be compensated at one and one-half (1 ½) times their regular base rate of pay by December 31st of the preceding year.

ARTICLE 26: SHIFT EXCHANGE

26.1 Employees shall have the right to exchange shifts, or days, when the change does not interfere with the operation of the Fire Department. Shift exchanges shall be the sole

responsibility of the Employees involved and any such exchanges shall be approved by the Fire Chief or his designee.

ARTICLE 27: COURT LEAVE

27.1 The Employer shall grant leave, with pay, to an Employee for the period of time he is required to appear before a court, judge, justice, or coroner as a plaintiff, defendant or witness if the required appearance is job related.

27.2 When an Employee is summoned for Jury Duty at a time when the Employee is scheduled for work, the Employee shall receive his regular rate of pay during his leave minus any funds received for Jury Duty. The Employee shall return to work upon completion of Jury Duty.

27.3 This Article shall not apply to Employees who must make a court appearance for a personal matter such as a divorce, custody, civil, or criminal proceeding. Such matters must be taken from accumulated vacation, accumulated personal days or as an unpaid leave of absence.

ARTICLE 28: CLOTHING ALLOWANCE

28.1 Each new full-time hire shall receive an initial issue of:

Four (4) – Short sleeve uniform shirts with appropriate “Titles”

Two (2) – Job shirts

Four (4) – Pairs of pants

One (1) – Pair of boots

One (1) – Pair of shoes

One (1) – EMS coat

One (1) – Baseball cap

Six (6) – T-shirts

One (1) – Belt

28.2 The Quartermaster system of replacement of one (1) used item for a similar new item shall be in effect. All newly hired full-time Employees shall continue to receive the initial issue as described in Article 28.1.

28.3 Employees shall also receive up to a maximum of two hundred dollars (\$200.00) per calendar year for the maintenance of uniforms or purchase from the approved list from the Fire Chief and Quartermaster.

ARTICLE 29: PHYSICAL EXAMS

29.1 Each Employee shall be required to take an annual physical examination by a physician of the Employer's choosing and at the expense of the Employer. The employee shall take the physical examination while on duty. The exam shall consist of no less than an EKG, Spiro meter, eye exam, hearing test, chest X-ray, and blood work.

If the examining physician certifies that the Employee is not fit-for-duty and must subsequently take sick time off to resolve the problem, the Employee can contest the exam results and select a physician of his choice from which to obtain another exam. If the results of the second exam conflict with the first exam concerning fitness-for-duty, a third physician will be chosen by mutual agreement between the Employer and the Union, who shall examine the Employee and decide the matter in question. This jointly-appointed physician shall be paid by the Employer and the Union, with his fee being shared equally by the parties. If it is determined that the Employee is not fit-for-duty and

must take sick time off until the problem is resolved, he will need a return-to-work certification from the first physician.

The Employer shall have access to examination results for all fitness-for-duty physical exams and the Employee shall sign any authorizations necessary to give the Employer access to the examination results.

ARTICLE 30: MILEAGE ALLOWANCE

30.1 Employees who are required to use their own private vehicles for Fire Department business or mandated schooling shall be compensated in an amount equal to that provided to all Township employees. This does not include going to or from shifts and/or calls.

ARTICLE 31: TUITION REIMBURSEMENT

31.1 Prior authorization for enrollment in any courses shall be obtained from the Fire Chief and the Board of Trustees. All requests for educational reimbursement shall be in writing on the approved Reimbursement Agreement form provided by the Township. The employer will reimburse Employee for tuition, materials and lab fees for up to 100% for a grade of "A", 75% for a grade "B", and 50% for a grade "C" upon successful completion of approved courses related to the Fire, Emergency Management, and Emergency Medical Service and all courses necessary to complete the degrees in these areas.

31.2 The Reimbursement Application and Agreement must be completed, signed, and submitted within 1 week after the commencement of the class.

31.3 To obtain reimbursement, final grades, receipts for Fire, Emergency Management, and Emergency Medical Services books, tuition, and lab fees must be submitted within 90 days of the completion of the class.

31.4 The Reimbursement Application and Agreement process is only for approval for the course & reimbursement. This approval is not for time off or approval to attend class on duty.

31.5 In order for the Employee to be reimbursed, the Employee must successfully complete the course and remain actively employed by the Fire Department for three (3) years from the completion of the course. Failure to remain employed for the three (3) year period shall require the Employee to reimburse the Fire Department for the full amount of any materials, fees and/or tuition paid by the Township. If necessary, the Township may deduct any reimbursement under this provision from the Employee's final paycheck.

ARTICLE 32: QUALIFICATIONS FOR FIREFIGHTER

32.1 Each Employee hired subsequent to January 1, 1995, must possess and maintain the minimum qualifications as may be required by the Department including, but not limited to: a valid Ohio Driver's License, Ohio EMT-A Basic Certification, Ohio EMT-P Certification, Hazardous Material Technician Level Certification, and NFPA 1001 Level I and II Basic Firefighter Certification.

ARTICLE 33: HEALTH BENEFITS

33.1 The Employer will continue to provide health care benefits (Medical, Dental, Eye, Long-Term Disability, Short-Term Disability, and Life Insurance) equal to or better than

those currently in place. Employee contributions toward health care costs shall be equal to 7% the total premium during the 2016 coverage year, 7% the total premium during the 2017 coverage year and 7% the total premium during the 2018 year.

33.2 One (1) Union Representative shall be permitted during regular scheduled work hours to attend Township meetings regarding health care benefit costs and renewals for the purpose of making cost containment recommendations. Such Representative must respond to any Township emergencies which may arise during the course of such meetings. No pay shall be granted to a Union Representative who is not regularly scheduled to work.

ARTICLE 34: DUES CHECKOFF

34.1 The Employer agrees to deduct the dues and assessments, in an amount certified to be current, to the Treasurer of the local Union from the pay of those-Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month the Employer to the Treasurer of the local Union.

34.2 The Union will provide the Township with a current typed listing of the names of the members of the Union who have authorized that monthly dues deduction be made, the amount of monthly dues deductions for each member, and the total monthly deductions for the entire membership. This listing shall be signed and dated by an authorized officer of the Union.

34.3 Any member of the bargaining unit who has completed his initial probationary period and is not a member of the IAFF Local 3329, shall, as a condition of employment,

pay a monthly service charge hereinafter referred to as a "Fair Share Fee". Said Fair Share Fee payment shall be made to the Union via payroll deduction, and shall not be subject to the Employee's written permission for same.

34.4 For the purpose of this Article, the Fair Share Fee shall be ninety percent (90%) of the amount of the IAFF Local 3329 dues, as certified by the Treasurer of the IAFF Local 3329. Any new Employee who becomes subject to the Fair Share Fee provisions provided in this Agreement shall be so advised by the Union of the rebate procedures and his right of appeal as provided in Ohio Revised Code Section 4117.09.

ARTICLE 35: DRIVER'S LICENSE

35.1 Each Employee shall, as a condition of Employment, have and maintain in good standing, a valid Ohio motor vehicle operator's license, which license shall permit the Employee to operation the equipment of the Employer in the performance of his/her duty. The Employee's failure to have and maintain a valid Ohio motor vehicle operator's license shall be subject to the disciplinary procedure herein and the Township Policy.

ARTICLE 36: PROMOTIONAL EXAMS

36.1 In the event of a permanent vacancy in the Officer rank(s), it shall be filled by one of the three (3) top ranking Employees with an overall passing score. All testing will be conducted by an outside agency selected by the Fire Chief. Certified results (promotional list) will be posted at both stations, along with the list certification date and expiration date. The top three (3) highest ranking Employees on the promotional list shall be interviewed by the Township Trustees who shall make the final selection.

36.2 Any and all promotional vacancies or vacancies in the firefighters' ranks shall be filled within a maximum of three hundred sixty-five (365) days to allow for testing examinations.

36.3 Any full-time firefighter, with three (3) consecutive years of service of which one (1) year must be full-time service with the Concord Township Fire Department shall be eligible to take the promotional examination for an open Officer rank. All timely-filed applications will be reviewed considering the criteria set forth in section 36.5 below. Incomplete application will not be accepted. Once the exam process begins, it must be completed within ninety (90) days. Every two years an officer eligibility exam shall be given and the eligibility list posted.

36.4 The examination process will include a written examination, an oral assessment examination and a peer review score. The written examination shall account for thirty-four percent (34%) and the other portions shall account for thirty-three percent (33%) of the total score. The combined scores on the written examination, the oral examination and the peer review shall be considered the applicant's "final score". A passing grade will be established at the time of the announcement of the exam. Seniority points will be granted at a rate of one-half percent (1/2%) for every year of full time employment up to a maximum of ten percent (10%). Seniority points will be awarded only after the final scores are tabulated and the applicant has received a passing grade.

36.5 Minimum certification for Lieutenant shall include all the certifications listed in Section 32.1 for Fire Fighter with the following additions: NFPA 1001 Level III Fire

Safety Inspector and NFPA 1021 Officer Qualifications Level for Company Office, Fire Service Instructor.

Minimum Certification for Shift Captain shall include all the certifications listed for Fire Fighter and Lieutenant with the following additions: 4 years consecutive full time as a Lieutenant with Concord Township Fire Department.

36.6 Additional “Merit” points, as outlined herein, shall be awarded for an Employee who has the following certifications: a Degree in Public Safety, Fire Science or fire related field, EMS, Business Administration or Emergency Management from an accredited university, a graduate of the Ohio Fire Executive, Executive Fire Officer Program or the National Fire Academy or an honorable discharge from the United States Military. Merit points will be awarded only after the final scores are tabulated and the applicant has final scores are tabulated and the applicant has received a passing grade. The points shall be awarded as follows:

Part 1.

2 points – An Associate’s Degree in Public Safety, Fire Science or fire related field, EMS, Business Administration or Emergency Management from an accredited university; a graduate of the Ohio Fire Executive, Executive Fire Officer Program; or

4 points – A Bachelor’s Degree in Public Safety, Fire Science or fire related field, EMS, Business Administration or Emergency Management from an accredited university;

Part 2 – In addition to points awarded in Part 1, Merit points are available for the following:

4 points – A Master’s Degree in Public Safety, Fire Science or fire related field, EMS, Business Administration or Emergency Management from an accredited university; a graduate of the National Fire Academy; or an honorable discharge from the United States Military.

36.7 The combined maximum points available for both Seniority and Merit (“Total points”) shall not exceed fifteen (15) points. Total points will be awarded only after the final scores are tabulated and the applicant has received a passing grade.

ARTICLE 37: LABOR MANAGEMENT COMMITTEE

37.1 There shall be a Labor Management Committee consisting of a minimum of three (3) bargaining unit members, one (1) from each shift, and the Fire Chief or his designee. The Committee shall meet upon request from either the Union or the Fire Chief but, in any event, the Committee members shall meet at least once (1 time) each calendar year. Either side must provide at least a seventy-two (72) hour advance notice of the requested meeting. The parties will discuss all matters of mutual concern pertaining to the operation of the Fire Department. The Committee shall have the authority to make recommendations to the Union and the Employer. Labor Management meetings shall not be used to alter or amend this Agreement.

ARTICLE 38: SAVINGS CLAUSE

38.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 39: PRINTING AND SUPPLYING

39.1 This Agreement and any future Agreement shall be printed and supplied to each Employee of the Employer within thirty (30) working days at no cost to the Employee.

ARTICLE 40: APPENDICES AND AMENDMENTS

40.1 All appendices and amendments of this Agreement shall be numbered or lettered, dated and signed by the responsible parties, and shall be subject to all provisions of this Agreement.

ARTICLE 41: TOTAL AGREEMENT

41.1 This Agreement represents the entire Agreement between the Employer and the Union and, unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

ARTICLE 42: SUCCESSORS

42.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, annexation, transfer of assignment of either party hereto or by any change geographically or otherwise in the location of place of business of either party.

ARTICLE 43: DURATION OF AGREEMENT

43.1 This agreement shall become effective at 12:01 a.m. on the first date of January 2016 through December 31, 2018, and shall continue in force and effect along with any

other amendments made and annexed here to until midnight on the thirty-first day of December, 2018.

43.2 Written notice shall be given at least ninety (90) days, but no more than one hundred twenty (120) days, prior to December 31, 2018 by either party requesting a change of termination of this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from receipt of such notice. If written notice is not given, then this Agreement shall continue in full force and effect from year to year until such notice is given at least ninety (90) days but not more than one hundred twenty (120) days prior to January 1st of any subsequent year.

Appendix A

2016 – 2018 Kelly Day Cycles

2016	2017	2018
Jan 1 - Feb 5	Jan 1 - Feb 5	Jan 1 - Feb 5
Feb 6 - Mar 14	Feb 6 - Mar 14	Feb 6 - Mar 14
Mar 15 - Apr 19	Mar 15 - Apr 19	Mar 15 - Apr 19
Apr 20 - May 26	Apr 20 - May 26	Apr 20 - May 26
May 27 - Jul 1	May 27 - Jul 1	May 27 - Jul 1
Jul 2 - Aug 7	Jul 2 - Aug 7	Jul 2 - Aug 7
Aug 8 - Sept 12	Aug 8 - Sept 12	Aug 8 - Sept 12
Sept 13 - Oct 19	Sept 13 - Oct 19	Sept 13 - Oct 19
Oct 20 - Nov 24	Oct 20 - Nov 24	Oct 20 - Nov 24
Nov 25 - Dec 31	Nov 25 - Dec 31	Nov 25 - Dec 31

TOWNSHIP OF CONCORD

COUNTY OF LAKE

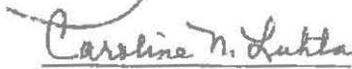
STATE OF OHIO

Concord Township Board of Trustees:

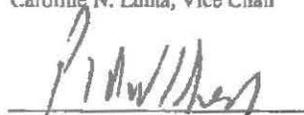
**International Association of
Professional Firefighters
Local 3329-AFL-CIO**


Christopher Galloway, Chairman 12/16/15
Date


President 12-17-15
Date


Caroline N. Luhta, Vice Chair 12-16-15
Date


Secretary 12-17-15
Date


Paul R. Malchesky, Trustee 12-16-15
Date


Treasurer 12-17-15
Date