

LAST CHANCE/ABEYANCE AGREEMENT

This is the Last Chance/Abeyance Agreement between Clay Township Fire Territory ("Clay Fire") and Brian Kazmierzak ("Kazmierzak"). On September 16, 2011, Kazmierzak was informed of a decision to terminate his employment with Clay Fire as a result of his inappropriate conduct. However, as an alternative to termination, this Agreement provides one last chance for Kazmierzak to demonstrate that he can fulfill all the conditions of his employment.

In lieu of effecting the removal of Kazmierzak from employment with Clay Fire, and for the purpose of giving him every opportunity to demonstrate his ability to be a successful employee, the following agreement is reached between Kazmierzak and Clay Fire:

1. Kazmierzak has willingly and voluntarily elected to enter into this Last Chance/Abeyance Agreement. Based on this voluntary agreement, the effective date of removal will be held in abeyance for one year from the date of execution of this agreement.
2. In return for Clay Fire's agreement to place the removal action in abeyance, Kazmierzak agrees to adhere to the terms of this Agreement for a period of one year from the date of execution of this agreement.
3. Kazmierzak agrees to maintain satisfactory conduct and good work habits that are acceptable to Clay Fire during this one year period while the employment termination action is being held in abeyance.
4. Kazmierzak understands and agrees that he must comply with all lawful directives of his superiors. Kazmierzak further agrees that he will not violate this agreement, and further agrees that he will adhere to the provisions of the Clay Fire Agreement with Local 1630; the rules and regulations set forth in the Employee Handbook for Clay Fire; and the rules and regulations of standard operating guidelines for Clay Fire. In addition, and without limitation, Kazmierzak further agrees to the following:
 - a. Kazmierzak shall submit to an evaluation by New Avenues and shall participate with New Avenues through the Employee Assistance Program, which may include participation in an Intensive Inpatient or Outpatient Program. Furthermore, Kazmierzak agrees to participate in additional programs as directed by New Avenues. Failure to satisfactorily complete the above mentioned program(s) will result in immediate termination.
 - b. Kazmierzak shall serve a four (4) week unpaid suspension beginning immediately. During which time, Kazmierzak shall be restricted from and/all department activities and functions.

- c. Upon completion of the unpaid suspension, Kazmierzak shall be demoted to the rank of Captain.
- d. Kazmierzak shall provide complete access to any/all information relevant to Clay Fire, including all electronic files and passwords.
- e. Kazmierzak understands that his email & internet usage will be monitored at frequent intervals.
- f. Kazmierzak shall not commit any act of insubordination.
- g. Kazmierzak shall not engage in any conduct unbecoming of a firefighter;

5. Kazmierzak understands and voluntarily agrees that if he fails to comply with any term or obligation set forth in this agreement, Clay Fire will terminate this Last Chance/Abeyance Agreement and Clay Fire will reinstate the termination of employment. Further, if this happens, Kazmierzak acknowledges that a waiver of his rights as articulated in paragraph 6 below will apply.

6. In the event the termination is reinstated, Kazmierzak agrees to waive any and all appeal or grievance rights related to the termination action taken by Clay Fire as a result of a violation of the terms of this agreement. This includes, but is not limited to a grievance under the grievance procedure, any appropriate and applicable administration proceeding, a civil action in any State or Federal court, or a complaint of discrimination, harassment, or retaliation pursuant to any application EEO complaint procedure.

7. This agreement provides that no monies, including attorney fees, will be paid by either side. Further, Kazmierzak understands and agrees to waive all attorney fees and costs.

8. Kazmierzak understands and agrees that should his supervisor(s) change, or he is selected for another position, this agreement nevertheless remains in effect for the full year from execution.

9. This Agreement does not affect any other actions taken by Clay Fire unrelated to this agreement concerning Kazmierzak.

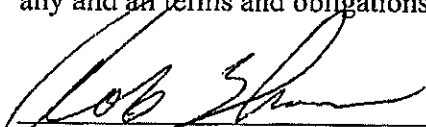
10. This Agreement will be in effect for a period of one year commencing from the date Kazmierzak executes this agreement.

11. The parties agree that if there is no violation of this Agreement for one year from the date Kazmierzak executes this agreement the termination action will be rescinded.

12. VIOLATION OF THE LAST CHANCE/ABEYANCE AGREEMENT:
The parties, Clay Township Fire Territory and Kazmierzak, agree that if Clay Township Fire Territory determines that the Last Chance/Abeyance Agreement has been violated, the only issue to be determined is whether there has been a breach of violation of the agreement. If so, then the abeyance of the termination of Kazmierzak's employment shall cease immediately.

13. Kazmierzak attests that his signature below was in no way coerced by any party or by the representative of any party.


By entering into this Agreement, Kazmierzak acknowledges that he has read and considered each of the provisions of this Agreement and that he voluntarily enters into this Agreement with full knowledge of the consequences for his failure to comply with any and all terms and obligations of the Agreement.



Clay Township Trustee

9-16-11

Date



Brian Kazmierzak

9/16/11

Date



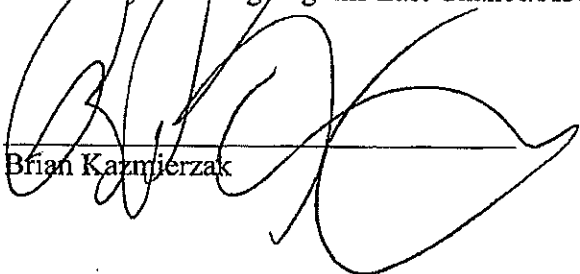
Clay Fire Territory Chief

9/16/11

Date

STATEMENT OF UNDERSTANDING

I, Brian Kazmierzak, understand that I have already lost my employment with Clay Township Fire Territory. I understand that this Last Chance Agreement means that I am being given one more chance to be a productive employee without violating the rules of the workplace. I understand that this means that if I commit any violation after signing this agreement, I will be subject to being removed (by having my removal action reinstated). I am signing this Last Chance/Abeyance Agreement of my own free will.



Brian Kazmierzak

9/16/11

Date