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COLLECTIVE BARGAINING AGREEMENT BETWEEN BOARD OF TRUSTEES FOR PERRY TOWNSHIP, STARK COUNTY

AND

LOCAL 3960 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

ALSO KNOWN AS

PERRY TOWNSHIP PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 3960

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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Article 1 - Purpose

Section 1:1 This agreement is made between the Board of Trustees for Perry Township, Stark County, Ohio hereinafter referred to as the "Employer" and Local 3960 of the International Association of Firefighters, also known as the Perry Township Professional Firefighters Association Local 3960, hereinafter referred to as the "Union". The employee or employees where used herein refers to all regular full-time employees in the Bargaining Unit. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish and maintain a peaceful procedure for the resolution of all differences between the parties.

Article 2 - Recognition

Section 2:1 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those full time employees of the Fire Department in the Bargaining Unit. Wherever used in this Agreement, the term "Bargaining Unit" shall be deemed to include all full time firefighter/ paramedics of the Perry Township Fire Department. The Chief, Deputy Chief(s) and all other employees of the Perry Township Fire Department are excluded from the Bargaining Unit. "Employee" as used in this Agreement shall refer to a member of the Bargaining Unit. All currently existing positions and classifications not specifically established as being included in the Bargaining Unit shall be excluded from the Bargaining Unit.

Section 2:2 Management, part time, volunteer, temporary, auxiliary, and seasonal employees shall not be included in the Bargaining Unit.

Section 2:3 The Union in contract negotiations may be represented by designates' Local employees in the Bargaining Unit, Union legal counsel, and/ or representatives of the International Association of Firefighters and/ or the Ohio Association of Professional Firefighters.

Section 2:4 If during the life of this agreement the Employer establishes the use of a new rank or position for the bargaining unit, the parties shall meet to determine whether or not such rank or position is to be included in the Bargaining Unit. In the event the parties are unable to reach an agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition. If the new rank or position is to be included in the Bargaining Unit, the parties shall meet to negotiate wages; hours, terms and other conditions of said position.

Article 3 - Severability

Section 3:1 The parties intend this Agreement to supersede and replace any Ohio and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a ruling from a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 3:2 The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days of the final determination.

Article 4 - Non-Discrimination

Section 4:1 Both the Employer and the Union recognize their respective responsibilities under the Federal and Ohio Civil Rights Laws, Employment Practice Acts, and other similar constitutional statutory requirements. Therefore, both the Employer and the Union hereby reaffirm their commitments, legal and ethical, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age, or handicap.

Section 4:2 The Employer recognizes the right of all Bargaining Unit members to be free to join the Union. The Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of Union membership.

Article 5 - Labor Management Committee

Section 5:1 There shall be a labor-management committee consisting of three (3) Bargaining Unit representatives and three (3) Employer representatives. The Committee shall meet on request of either party to discuss any matters of mutual concern. The Committee shall make recommendations to the Union and the Employer. Meetings may be held with less than three (3) representatives on each side as long as mutually agreed to by the parties.

Section 5:2 Once the Union has appointed the Labor/Management Committee, they shall hold at least regular quarterly meetings with the Fire Chief and/ or his designee. The date, time and proposed agenda shall be posted at least seven (7) calendar days prior to the quarterly meeting. Any party requesting an additional meeting shall give written notice to the other party and shall post notification at least seven (7) calendar days prior to said meeting date.

Article 6 – Union Dues

Section 6:1 The Employer agrees to deduct, bi-weekly, dues and assessments in an amount certified by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions to the Treasurer of the Union the same day paychecks are distributed.

Section 6:2 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Secretary/ Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

Section 6:4 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Secretary/ Treasurer of the Union during January each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 6:5 The Employer agrees that any employees, who are in the Bargaining Unit but are not members of the Union, shall pay a periodic fair share fee to be determined by the Union. Such fair share fee shall not exceed dues paid by members of the Union in the same Bargaining Unit; such fair share fee payments to be effective with the date of this agreement. The Township agrees to deduct such fair share fees and pay them to the Union pursuant to Ohio Revised Code 4117.09.

Article 7- No Strike or Lockout

Section 7:1 The Employer agrees that it will not institute for any cause a lockout during the term of this agreement.

Section 7:2 The Union agrees there will be neither strike nor work stoppage during the term of this agreement.

Article 8 - Bulletin Boards

Section 8:1 The Employer agrees to provide space for a bulletin board in each station where employees are housed. The board shall be identified with the name of the Local and the Local my designate persons responsible therefore. The space provided for the bulletin board shall be approximately 3' x 4'. The Local agrees that this shall be the only area used by the Local or its members for the posting of notices of the Local business. All notices that appear on the Local's bulletin board shall relate to items of interest to the members. Local notices relating to the following matters may be posted without the necessity of receiving the Township's prior approval:

(1) Local's recreational and social affairs

(2) Notice of Local's meetings

(3) Local's appointments

(4) Notice of Local's elections

(5) Results of Local's elections

(6) Reports of standard committees and independent arms of the Local

(7) Legislative reports

(8) IAFF and OAPFF newsletters, reports, memoranda and related publications.

Section 8:2 All other notices of any kind not covered in (1) through (8) above must receive prior approval of the Chief or his/ her designated representative. It is also agreed that no material may be posted on the Local bulletin board at any time, which contains the following:

(1) Personal attacks upon any other member or any other employee

(2) Scandalous, scurrilous, or derogatory attacks upon the administration

(3) Attacks on and/ or favorable comments regarding a candidate for public office

(4) Any matter violative of Ohio or Federal laws.

Article 9 - Mileage Reimbursement/ Expense Allowance

Section 9:1 Any employee who is required, upon prior approval of the Chief or his designee, to use his personal vehicle in the performance of employee's Township duties or for training purposes, other than transportation to and from his place of duty, shall be reimbursed for mileage at the current IRS rate of

reimbursement upon submission to the Chief or his/ her designee a statement indicating the date, time, and purpose of the travel and the number of miles actually driven. Any employee required by the Employer to stay overnight, outside the limits of the Township, in the performance of his/her Township duties, or for training purposes, shall be reimbursed for the cost of any overnight accommodation incurred and for meals, consistent with Employers policy, rules and regulations.

Article 10 - Management Rights and Responsibilities

Section 10:1 The Employer shall have exclusive right as granted under Ohio Revised Code 4117.08 and except as expressly limited by the terms set forth in this Agreement to:

(1) Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure.

(2) Direct, supervise, evaluate, or hire employees

(3) Maintain and improve efficiency and effectiveness of operations

(4) Determine the overall methods, process, means, or personnel by which operations are to be conducted

(5) Suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees

(6) Determine the adequacy of the work force

(7) Determine the overall mission of the Department

(8) Effectively manage the work force

(9) Take actions to carry out the mission of the Department as a governmental unit

Article 11 - Probationary Period

Section 11:1 Each newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to excused illness or injury shall have his/ her probationary period extended by the length of the illness or injury. A new hire probationary employee may be terminated at any time, with or without cause, during his probationary period and shall have no right to appeal of the termination under this Agreement.

Section 11:2 A Bargaining Unit member who is promoted shall be placed on a promotional probationary period of six (6) months. Should the promoted Bargaining Unit member fail to satisfactorily complete the promotional probationary period, he/she shall be returned to his original position with no loss of seniority. Said Bargaining Unit member may challenge the return to the original position through the Grievance and Arbitration procedure.

Article 12 - Layoff and Recall

Section 12:1 Bargaining Unit members may be laid off as a result of lack of work or lack of funds. No Bargaining Unit member shall be laid off unless the Employer establishes a clear financial justification for the layoff in writing to the Union President. The Employer shall utilize attrition prior to making any layoffs. In the event of a layoff, the Employer shall notify the affected employee thirty (30) calendar days in advance of the effective date of the layoff. The Notice of Layoff shall be delivered in writing. The Employer agrees to discuss with representatives of the Union, the impact of the layoff on the Bargaining Unit member(s). All layoffs shall be in accordance with rank seniority, the least senior employee in each classification shall be laid off first. Employees shall have displacement or "bumping" rights, based upon rank seniority, into a lower classification. Any Bargaining Unit member that will actually be laid off shall have the right to request and receive a voluntary demotion to a lower classification. Such Bargaining Unit member shall retain all recall rights provided in this Article. Any Bargaining Unit member laid off may, at his/her option, displace any part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's rights to a full-time position.

Section 12:2 Bargaining Unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in or promoted to a Bargaining Unit position while there are Bargaining Unit members on layoff or on voluntary demotion.

Section 12:3 Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the Employer's expense.

Section 12:4 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last known mailing address provided by the Employee.

Section 12:5 The recalled employee shall have ten (10) calendar days following the recall notice to notify the Employer of his/her intention to return to work and shall have fifteen (15) calendar days following of recall notice in which to report for duty, unless a different date is otherwise agreed upon.

Article 13 - Communicable Diseases

Section 13:1 The Employer recognizes its obligation to be **responsible** to the employee's needs regarding communicable diseases. The Employer and Union adopt by reference the Perry Township Fire Department Infection Control Policy.

Section 13:2 The Employer shall issue employees all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of precautionary measures taken. In such event, the Employer agrees to cooperate with employees with terminal illness seeking to utilize the pension system, disability program and/ or retirement system that provide viable options for that affected employee.

Section 13:3 The **Employer** recognizes that employees come in contact with individuals infected with hepatitis B virus and that the member may be at increased risk of acquiring hepatitis B infection. All Bargaining Unit members have the right to be vaccinated for hepatitis B **virus**. Other medically recognized vaccinations and immunizations that become available during the term of this Agreement may be supplemented herein upon agreement of the Union and Employer following a recommendation of the Labor-Management Committee. Such vaccinations shall be made available, at no cost to the Bargaining Unit member, for those **employees** who desire it; **vaccinations shall not be mandatory. The aforementioned vaccinations shall include, but not be limited to hepatitis B and seasonal vaccinations for influenza and**

pneumonia. Titers for hepatitis B may be drawn for previously vaccinated individuals at the direction of a physician in lieu of additional vaccinations. Such titers may be drawn at the request of an Employee, with associated costs borne by the Employer.

Article 14 - Personnel Files

Section 14:1 Personnel files are considered as limited public records as defined in the Ohio Revised Code. Bargaining Unit members shall have access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records.

Section 14:2 Every employee shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that an employee involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the employee.

Section 14:3 All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the Offices of the Fire Chief. The affected employee shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No anonymous complaint shall become part of any Bargaining Unit member's personnel file.

Section 14:4 Records of verbal counseling/warning and written reprimands shall cease to have force and effect twenty-four (24) months from the date of issuance. Any record of discipline of any kind shall cease to have force and effect thirty-six (36) months from the date of issuance provided there has been no similar offense.

Article 15 - Discipline

Section 15:1 The employment of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. Employees shall be entitled to Union representation at any meeting or hearing that may result in disciplinary action. The Employer may take disciplinary action against any employee only for just case. The Employer may take disciplinary action for actions which occur while an employee is on duty, which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates the Employer's written rules and regulations, policies or procedures.

Except in the most extreme circumstances the principles of progressive discipline shall apply. The progression shall at minimum include a verbal counseling before a written reprimand, a written reprimand before a suspension, and a suspension before a dismissal for the same or related offenses. If the offenses are of a serious nature, the Fire Chief may determine that a different sequence is required. Forms of disciplinary action are:

(1) Verbal counseling

(2) Written reprimand

(3) Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)

(4) Reduction in Rank

(5) Discharge

Section 15:2 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction in rank, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. The disciplinary hearing shall be completed within thirty (30) calendar days from presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officers determination. Disciplinary hearings will be conducted by the Employer or its Designee. The employee may choose to:

(1) Appear at the hearing to present oral or written statements in his/ her defense

(2) Appear at the hearing and have an employee, Union legal counsel, or non-employee representative of the Union present oral or written statements in his/ her defense

(3) Elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three (3) options will be deemed a waiver of the employee's right to a disciplinary hearing.

Section 15:3 Disciplinary action may be appealed through the grievance and arbitration procedure. Appeal of a disciplinary action must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from the receipt of the notice of discipline by the employee.

Section 15:4 Any employee under indictment or arrested for a crime shall be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation, holiday, or personal time during the leave. An employee found guilty by the trial court may be discharged. The Employer shall continue to pay the employee's major medical/hospitalization insurance premiums during the leave of absence. All hearings conducted by the Employer relating to discipline shall be conducted pursuant to Ohio Revised Code section 121.22.

Section 15:5 Time limits set forth herein may only be extended by mutual written agreement of both parties.

At the disciplinary hearing, the Employer or its Designee will ask the employee or his/ her representative to respond to the allegations of misconduct, which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he/ she feels may be relevant to the charges. The employee shall provide a list of witnesses, and the name and occupation of his/ her representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his/ her witnesses that he/ she desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officers report will be provided to the employee within seven (7) calendar days following conclusion of the disciplinary hearing.

Article 16 - Grievance and Arbitration Procedure

Section 16:1 The term "grievance" shall mean any allegation by an employee, or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 16:2 A grievance may be filed by any employee or by the Union on behalf of any employee. Where a group of employees desire to file a grievance involving a situation affecting more than one employee in a similar manner, one employee selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The names of each employee, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 16:5 shall be used throughout.

Section 16:3 All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Time limits set forth herein may only be extended by written mutual agreement of the parties. The aggrieved employee may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step lapse without further appeal. Any grievance not answered by the Employer or its Designee within the stipulated time limits shall be automatically sustained in favor of the grievant.

Section 16:4 Written grievances must be filed on the form attached and shall contain, but not limited to, the following information.

(1) Date and time grievance occurred
(2) Description of incident giving rise to the grievance
(3) Articles and sections of the Agreement involved
(4) Relief requested
(5) Signature of the employee

Section 16:5 Disciplinary grievances involving suspension, reduction in rank, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in Article 16, Section 6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 16:6 The following steps shall be followed in the processing of a grievance.

Step 1: Within ten (10) calendar days of the incident or knowledge of the incident (but in no case later than thirty (30) calendar days from the actual facts) which give rise to the grievance, the aggrieved employee shall submit his/ her written grievance to the Fire Chief, who shall indicate the date and time of receipt of the grievance, and affix his/ her signature to the grievance form. The Fire Chief shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance. The grievant may, at his/ her option, be represented by a representative of the Union at any hearing or hearings held at this level.

Step 2: A grievance unresolved at Step 1 may be submitted by the grievant to the Township Trustees within ten (10) calendar days from receipt of the step 1 answer. It shall be the responsibility of the Township Trustees, or its designates, to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within thirty (30) calendar days of receipt of the grievance. The grievant may, at his/ her option, be represented by a representative of the Union at any hearing or hearings held at this level.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provision of Section 16:7 of this Article.

Section 16:7 Either the Union or the Employer based upon the facts presented has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the grieving party shall notify the responding party, in writing, of its intent to seek arbitration of an unresolved grievance. The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided. The grieving parties' representative shall notify the responding party of any question of arbitrability, and of its intent to raise the question at the arbitration hearing. After receipt of a request to arbitrate, a representative of each party (Union and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

(1) The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators.

(2) The FMCS shall submit a panel of seven (7) arbitrators

(3) The parties shall alternately strike the names of the arbitrators until only one name remains

(4) Either party may once reject the list and request from the FMCS another list of seven (7) arbitrators

(5) The Arbitrator shall either reside or maintain an office within the state of Ohio.

The arbitrator shall limit his/ her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of the Agreement, and shall be without power or authority to make any decision that is:

(1) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws

(2) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his/ her decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. If the arbitrator rules that the issue is frivolous, the grievant shall solely pay all of the arbitrator's fees, costs, and expenses. The expense of any non-employee witness shall be borne, if any, by the party calling them. The party asking for a court reporter shall pay the fees for one. Such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any Bargaining Unit member whose attendance is required for such hearings shall not lose any pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

Article 17 - Vacancies, Promotions, New Positions

Section 17:1 Permanent vacancies. A permanent vacancy within the bargaining unit is one that occurs as a result of death, resignation, removal, reassignment, transfer, promotion, or permanent disability of a member. Permanent vacancy shall also include any newly created position within the bargaining unit.

Section 17:2 Vacancies that are permanent shall be filled by objective testing procedures using established, standardized Ohio or nationally recognized tests.

Section 17:3 Posting of vacancies. Notice of any permanent vacancy, which the Chief intends to fill by an objective testing procedure, shall be posted in all houses. The notice shall be posted for thirty (30) calendar days prior to the date when the vacancy test shall be administered. Any employee wishing to test for a vacancy shall submit this request in writing during the posting period.

Section 17:4 An employee that successfully passes the objective testing process and is appointed to the vacancy shall be placed on a six (6) months probationary period. If the employee fails to satisfactorily complete the probationary period, he/she shall be returned to his/her former position with no loss of seniority or benefits.

Article 18 - Hours of Work/ Work Periods

Section 18:1 Employees designated as Shift shall have a workweek of fifty-three (53) hours per week. The work week shall constitute of twenty-four (24) hours of consecutive duty and forty-eight (48) consecutive off duty. Starting time will begin at 0700 hours and continue for twenty-four (24) hours ending at 0700 hours. Normal work schedule shall be on a nineteen (19) day shift cycle and shall include one (1) "Kelly Day" (57 Calendar days per cycle). **The Kelly Day schedule shall be distributed to all members of the Bargaining Unit by January 30 for the current year. The Kelly Days may be rescheduled to any day within that 57 calendar day cycle with approval of the Chief.**

Article 19 - Overtime Compensation

Section 19:1 Employees shall be paid overtime pay at the rate of one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked in excess of their normal hourly schedule in accordance with Article 18, Hours of Work/ Work Periods. **Sick time and vacation time shall be counted as hours worked.**

Section 19:2 Bargaining Unit employees who respond to a call out during non-scheduled work hours shall be paid a minimum of two (2) hours overtime call out at a rate of one and one-half (1 ½) times the regular hourly rate of pay.

Section 19:3 Whenever the Employer, Fire Chief, or his/ her designate determines that overtime is necessary, such overtime shall be offered first to employees on a rotating basis. **The rotating overtime list shall be maintained and kept current by the Employer.** Should all employees refuse or be unavailable to work the overtime, the Employer may offer the overtime to a volunteer or part-time employee. In the event a volunteer or part-time employee is **utilized to fill a full-time bargaining unit position, discretion with regard to the level of certification shall be exercised by the Chief so that all units "in service" for the township are staffed by a crew with at least one (1) paramedic.**

In the event no part-time or volunteer employee is available to work such overtime, a rotating list shall be used to mandate employees to work. The rotating mandate list shall be maintained and kept current by the Employer. Refusal of a mandated overtime shift may be cause for disciplinary action as outlined in Article 15 – Discipline.

Section 19:4 The Fire Chief may establish part-time shifts, these shifts shall not be part of any Bargaining Unit member's schedule.

Article 20 - Holidays

Section 20:1 All members of the Bargaining Unit shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If a shift employee is scheduled to work his routine shift and the routine shift falls upon a designated holiday then the employee shall be paid an additional 16.50 hours at his normal rate of pay. If a shift employee is not scheduled to work his routine shift (is off-duty) on a designated holiday then the employee shall only be paid 8 hours at his normal rate of pay.

If an office employee is scheduled to work his routine shift and the routine shift falls upon a designated holiday then the employee shall be paid an additional 9 hours at his normal rate of pay. If an office employee is not scheduled to work his routine shift (is off-duty) on a designated holiday then the employee shall only be paid 8 hours at his normal rate of pay.

Article 21 - Vacation Leave

Section 21:1 Each member of the Bargaining Unit who has completed one (1) year of service, subsequent to the hire date, shall be entitled to paid vacation in accordance with the following schedule:

Length of Service	Number of Shifts
After one (1) year	**5 shifts**
After five (5) years	**7 shifts**
After ten (10) years	**10 shifts**

Section 21:2 An employee who has earned vacation time by reason of being employed with the fire department shall be able to transfer his/ her vacation time to another department within the jurisdiction of the Employer should he/ she elect such a transfer.

Section 21:3 **Only** fire service time with the Perry Township Fire Department shall be credited towards vacation entitlement, **except Employees hired by Perry Township prior to January 1, 2009 shall receive credit toward their vacation entitlement for all prior fire department service, municipal or township, paid, part-time, volunteer or paid-on-call.**

Section 21:4 Vacation time will be bid and granted as far as is possible, in order of department seniority and shall not be unreasonably denied. Vacation bids shall be completed by January 31 of each year. Approval or denial shall be completed by February 15 of each year. Vacation time will be taken at the employee's convenience, in order of seniority, and upon prior approval of the Chief or his designee. Any remaining vacation bids received after February 15 may be granted on first come B first permitted basis.

Section 21:5 Any employee who resigns, dies, or retires shall be paid for all accrued vacation time on a pro-rata basis from anniversary date of hire.

Section 21:6 Vacation time shall not be carried over from one (1) year to another unless work schedules prohibit employees from taking vacation time in the calendar year earned. An employee who gives notice to the Employer, on or before December 1, may, at the employee's sole discretion, cash out up to two (2) weeks accumulated annual vacation leave at ninety percent (90%) of the employee's regular hourly rate of compensation.

Article 22 Sick Leave

Section 22:1 Sick leave, for the purpose of this Agreement, shall be an absence from duty with pay necessitated by illness or injury to the employee; exposure by the employee to contagious disease communicable to other employees **while not on duty**; or illness or injury to a member of the employees immediate family.

Sick leave shall not be deducted for a scheduled Kelly Day.

Employees assigned to 53 hour shift shall accumulate 168 hours annually.
Section 22:2 Upon death or retirement of a full-time employee, such employee, or his/her heirs, shall be entitled to receive a cash payment equal to his/her hourly rate of pay at the time of his/her retirement or death, multiplied by the total number of accumulated but unused sick hours earned by the employee as certified by the Township Fiscal Officer not to exceed seven hundred and twenty hours (720).

The Township Fiscal Officer shall cash out any accumulated in excess of thirty (30) shifts, or seven hundred and twenty (720) hours, not to exceed 5 shifts or 120 hours per year during the first pay period of each year of this agreement for each Bargaining Unit member upon request to the Township Fiscal Officer. Such request must be made in writing no later than December 1st of each year of this Agreement. If no request to the Township Fiscal Officer has been made by December 1st, the accumulated sick hours shall be rolled over for the duration of the Employee's service to the Township.

Article 23 - Funeral Leave

Section 23:1 An employee shall be granted time off with pay, not to be deducted from the employee's sick leave **nor vacation time**, for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) consecutive calendar days for each death in his/ her immediate family; **"immediate family" for the purpose of this article shall be defined as employee's spouse, significant other, child, stepchild, grandchild, parent, grandparent, brother, sister, step sibling, step parent or in-law.** An employee may extend funeral leave utilizing sick leave or vacation time, under extenuating circumstances in order to attend to family needs. Such extension of funeral leave is subject to the Chief's approval, which shall not be unreasonably denied.

Section 23:2 An employee may use other time off for family members not included in Article 23:1 of this Agreement, at the discretion of the Fire Chief, and such approval shall not be unreasonably denied.

Article 24 - Injury Leave

Section 24:1 **When an employee is injured in the line of duty and is eligible for Worker's Compensation, while in active pay status of the Employer, he shall be eligible for a paid leave not to exceed ninety (90) days, providing he applies for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this article. In the event the employee's claim is denied by Worker's Compensation then any pay received under this article shall be deducted from the employee's accumulated sick leave. If there is no accumulated sick leave, then the deduction shall be made against the employee's future sick leave. If the employee has no future sick leave, then the employee shall repay any such sums to the Employer. Any days missed shall be charged off against the employee's sick leave until accepted by Bureau of Worker's Compensation.**

Section 24:2 Light or limited duty may only be authorized by the Chief, for an employee, subject to the limitations set by the employee's physician, and provided the Employer has suitable work available.

Section 24:3 At the end of this ninety (90) day period, if the employee is still disabled, the leave may, at the sole discretion of the Employer, be extended for an additional ninety (90) day period.

Section 24:4 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to injuries and condition precedent to the employee receiving any benefits under this article.

The designated physician's opinion shall govern whether the employee is actually disabled or not but shall not govern whether the Employer shall extend the period of leave.

Article 25 - Union Leave and Meetings

Section 25:1 Only the Local President or his delegate shall be granted time up to ninety-six (96) hours per year to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures, without loss of pay, seniority or other benefits.

Section 25:2 The Employer agrees to allow the Union to hold their meetings, regular and special, on their selected day/ night on Township property provided that the Fire Chief is notified at least twenty-four (24) hours in advance for regular meetings, and eight (8) hours in advance for special and/ or emergency meetings. The Employer agrees to allow on-duty Union Members to attend, with the understanding that attendance shall not interfere with their answering of alarms or normally scheduled duties.

Section 25:3 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his/her activity on behalf of, or membership in, the Union.

Article - 26 Jury/ Court Duty

Section 26:1 Any employee who is summoned or subpoenaed for jury service, either Federal, State, County, or Municipal, shall be paid their regular salary for hours spent on jury duty during scheduled work time. Any compensation received from the court must be surrendered to the Employer.

Section 26:2 Any employee who is summoned or subpoenaed to testify, in direct relationship to employment of Perry Township, shall be paid their regular hourly rate of pay during scheduled work hours. A Bargaining Unit member shall be paid one and one half times for hours spent in court resulting during non-scheduled work hours. A minimum of two (2) hours of overtime shall be paid for non-scheduled work hours.

Article 27 - Military Leave

Section 27:1 After one hundred eighty (180) days of service with the Employer, any member of the Bargaining Unit inducted into the armed forces of the United States shall be entitled to the reemployment rights provided by Ohio and federal law. Such employee shall be reinstated to their similar position, seniority and pay status. Such employee must apply for reinstatement within ninety (90) days from date of discharge. National Guard or Military Reserve leave will be paid up to the maximum of thirty-one (31) days annually, provided that the Employer is given copies of orders authenticated by the commanding officer of the individual's military unit.

Article 28 - Wages

Section 28:1 Effective **January 1, 2010** each employee shall, with continuous service as a full-time firefighter/paramedic with the Perry Township Fire Department, receive an hourly rate as follows:

	2010	2011
Probationary Firefighter/Paramedic:	$11.95	**$12.25**
Firefighter/Paramedic (after one year):	$13.99	**$14.34**
Firefighter/Paramedic (after two years):	$15.85	**$16.25**
Firefighter/Paramedic (after three years):	$17.25	**$17.68**
Firefighter/Paramedic Captain:	$20.52	**$21.03**

Section 28:2 This article is subject to a wage re-opener in 2012. The re-opener will be processed pursuant to ORC 4117.14. The party desiring to reopen must provide the requisite sixty (60) day notice prior to January 1st for the year the re-opener is being pursued.

Article 29 - Insurance

Section 29:1 **The Employer will provide group health insurance as follows:**

a. **90-10 Aultcare Plan**
b. **Employer will pay 92% of the cost of the insurance**
c. **Employee will pay 8% of the cost of the insurance**

Section 29:2 Such hospitalization shall also be provided for use by retired employees and for the surviving spouse of deceased employees, pursuant to federal and state Law (C.O.B.R.A.)

Section 29:3 The Employer will provide each member of the bargaining unit, along with their spouse and dependent children, prescriptive, dental, and optical insurance equal to or greater than that provided at the date of ratification of this collective bargaining agreement and through a plan acceptable to the Union which assent shall not be unreasonably withheld.

Section 29:4 The Employer will provide and pay the full premium for all members of the bargaining unit for a convertible life insurance policy in the face value of thirty thousand and no/100 dollars ($30,000.00).

Section 29:5 The article is subject to a re-opener in 2012. The re-opener will be processed pursuant to ORC 4117.14. The party desiring to reopen must provide the requisite sixty (60) day notice prior to January 1st for the year the re-opener is being pursued.

Section 29:6 The existing insurance committee consisting of Employer and Employee representatives shall continue. The committee shall be for informational purposes only and may meet as often as it deems is prudent and necessary.

Article 30- Uniform Allowance

Section 30:1 **Effective January 1, 2011, all probationary and non-probationary employees shall receive an annual uniform allowance of Seven Hundred Fifty Dollars ($750.00). In any year in which a probationary employee is hired, the employee shall receive the entire seven hundred fifty dollars ($750.00) upon appointment.**

Section 30:2 The uniform allowance shall be utilized by each employee on a credit system with all uniform items being purchased through vendors selected by the Fire Department Administrative Office. The uniform allowance may be utilized by employees for purchase of all required uniform clothing, components, shoes, foul weather gear, required identification and any other items approved by the chief or his designee. All uniform purchases shall be subject to the prior approval of the Chief or his designee.

Section 30:3 Any changes in uniform shall be subject to review and approval by the Union **and the Fire Chief. Approval by either party shall not be unreasonably withheld.**

Section 30:4 Whenever personal items used in the performance of duties are damaged or destroyed while on duty, the Employer shall repair or replace same up to a maximum of one hundred dollars ($100.00) per occurrence, with authorization by the Fire Chief, and shall not be unreasonably denied. Proof of cost incurred is required.

Article 31 - Training and Schooling

Section 31:1 Each member of the Bargaining Unit, upon prior approval of the Chief or his designee, may attend seminars, specialized training, or continuing education, so long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities.

Section 31:2 Upon prior approval of the Chief or his designee, all reasonable costs associated with such training (fees, tuition, supplies, room and board) shall be paid by the Employer.

Section 31:3 The Employer will furnish a vehicle for transportation. In the event no vehicle is available for the employee's use, the employee may elect to use his personal vehicle and be reimbursed for actual mileage incurred.

Section 31:4 The Employer shall pay the employee for all time traveling to and from schooling outside the limits of the County. An employee required to attend schooling on a non-scheduled work day shall be compensated for his actual hours in school, not to exceed a total of actual time or a minimum of four (4) hours pay at the employee's **overtime** hourly rate. All verified flat rate fees, tuition, lodging, and related expenses shall be paid in advance to the vendor when possible. The employee shall be paid reasonable travel time in addition to class time for any single day of school.

Article 32 - Personal Protective Equipment

Section 32:1 **Employer shall provide each Bargaining Unit member with two (2) complete sets of properly fitted structural fire fighting turnout gear, which shall include, but not limited to, structural firefighting helmets, leather structural firefighting boots and structural firefighting gloves and hood which are in compliance with NFPA standards**.

Section 32:2 Employer shall provide each employee with one (1) pair of non-corrective safety glasses, one (1) properly fitted SCBA mask and provide disposable HEPA masks on each mobile unit.

Section 32:3 The employer shall provide the means to have the employees turnout gear cleaned and inspected at least annually, and shall develop an internal program for said cleaning and inspection.

Article 33 - Seniority

Section 33:1 Seniority shall be determined by continuous service in the **Perry Township Fire Department** calculated from the date of initial appointment **for full-time service.** Continuous service shall be broken only by resignation, discharge, or retirement. Employees with the same **appointment** date shall be assigned to the seniority list, by the initial test score (highest to lowest), if test scores are equal, then in order of their birth dates, **with the oldest being most senior.**

Article 34 – Contracting Out

Section 34:1 The Employer shall not contract out Fire, Rescue, or EMS work currently performed by the Bargaining Unit.

Section 34:2 Mutual Aid agreements are permissible, and are encouraged for areas that could benefit from a neighboring Fire/EMS Department that could respond to that location in reasonable time frame.

Article 35 - Rules and Regulations

Section 35:1 The Employer shall ensure that all current work rules policies and procedures are reduced to writing and available to all employees.

Section 35:2 The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all employees. The Employer also agrees that the Union shall be given a three (3) day notice in advance of there enforcement, if such notice is feasible, and does not interfere with the day to day operations of departmental operations.

Section 35:3 The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations which affect working conditions and performances shall be subject to the labor management committee and to the grievance procedure. Employees are responsible for familiarizing themselves with the departments rules and regulations.

Article 36 - Previous Benefits

Section 36:1 Unless specifically modified or changed herein, all benefits, whether monetary or otherwise, presently enjoyed by the parties to this agreement shall not be changed or modified without the express written consent of the Union.

Article 37 Duration of Agreement

Section 37:1 This Agreement shall be effective **January 1, 2010**, and shall remain in full force and effect until **December 31, 2012**.

Section 37:2 This Agreement shall remain in effect during any subsequent negotiations and shall continue to remain in full force and effect until such time as a new Agreement is reached.

Section 37:3 If either party desires to make any changes in the Agreement for a period subsequent to the 31st day of **December, 2012**, notice of such desire shall be given prior to the 30th day of **September, 2012**. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

Section 37:4 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any aspect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Execution:

In witness whereof, the parties hereto have caused this Collective Bargaining Agreement to be duly executed this 20 day of July, 2010, by:

Board of Trustees for Perry Township
Stark County, Ohio:

Trustee

Trustee

Trustee

The Perry Township Firefighters
Local 3960, IAFF:

Matthew Gatchell, Representative

Adam Reiger, Representative

Michael Taylor, Business Agent