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AGREEMENT

BETWEEN

**PERKINS TOWNSHIP
BOARD OF TRUSTEES**

AND

**LOCAL 1953
INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS**

10/1/13 - 9/30/16

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PREAMBLE

Whereas the Perkins Township Board of Trustees is sincerely concerned with the safety and welfare of its employees and the public it serves. It acknowledges an obligation as an Employer to provide the best possible working conditions for employees. Therefore, it has joined with Local 1953 of the International Association of Fire Fighters to promulgate this Agreement the purpose of which is to promote and improve the effectiveness of the operations of the Perkins Township Fire Department.

ARTICLE 1

RECOGNITION

SECTION 1. DEFINITIONS. For the purpose of this Agreement and as used subsequently in this document, the following terms and definitions are agreed upon:

- A. **EMPLOYER:** Refers to the Board of Trustees of Perkins Township, Erie County, Ohio.
- B. **EMPLOYEE:** Refers to all persons employed on a full time, salaried basis and performing those duties considered as belonging to the fire department and who are, or shall become members of the Union as herein defined, except the Fire Chief.
- C. **UNION:** Refers to the International Association of Fire Fighters and its Local 1953.

SECTION 2. BARGAINING AGENT. The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees of the Employer who are recognized as members in good standing of the bargaining agent in accordance with the Constitution and Bylaws of the International Association of Fire Fighters and its Local 1953.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. The Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public Employer as a governmental unit.
- J. Promulgate reasonable work rules and regulations.

SECTION 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as provided by law shall remain the function of the Employer.

ARTICLE 3

STEWARDS/REPRESENTATIVES/BARGAINING TEAM

SECTION 1. One Union board member or committee member on duty will be allowed to attend to Union business on his duty day providing that minimum manning is not compromised and at no additional cost to the Township.

SECTION 2. Up to two (2) members of the contract negotiating team, per shift, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer. This shall be contingent upon the employee providing a qualified person to replace him during the absence, the expenses of which shall be borne by the employee. Coverage shall be approved unless the Fire Chief or commanding officer determines that an emergency situation, i.e., unforeseen manpower shortages, exists which prohibits such coverage.

SECTION 3. It is hereby agreed that for the purpose of conducting Union business, Station #2 or Station #3 may be used for Union meetings, but such use shall not interfere with the rights to the use of either station by other members of the Department who may be on duty during the times such meetings are being conducted. It is understood that said meetings shall be conducted in a business-like and professional manner, and departmental operations shall take precedence.

ARTICLE 4

DISCRIMINATION

SECTION 1. The Employer agrees that it will not engage in discriminatory practices toward any employee for his legal activities on behalf of or membership in the Union.

SECTION 2. The Employer and the Union agree not to engage in discriminatory practices against any person because of race, color, creed, religion, sex or national origin, including sexual harassment.

SECTION 3. The employees and the Union shall not discriminate against any employee because of membership or non-membership in the Union.

SECTION 4. If any grievance pertaining to an alleged violation of the provisions of this article has not been resolved at such time as the grievant files a charge based on the same incident(s) with the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, the grievance process shall be suspended until the commission has made a determination in the matter. Once the commission's determination has been made, the Union must notify the Employer of its intent to proceed with the grievance within fifteen (15) days of its receipt or twenty-one (21) days from the date of the decision, whichever is longer. If no such notice is given to the Employer, the grievance will be considered resolved.

SECTION 5. All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5

DISCIPLINE

SECTION 1. No employees, except probationary employees, may be reprimanded, reduced in pay or classification (position), suspended, discharged, or removed or otherwise disciplined, except for just cause. Just cause shall include, but not be limited to, an employee's acts of incompetency, inefficiency, dishonesty, drunkenness, use of illegal or prescription mood-altering drugs on duty or while on call, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior or any acts of malfeasance, misfeasance or nonfeasance.

SECTION 2. Discipline will generally be applied in a corrective, progressive and uniform manner, taking into account the nature of the violation and the employee's disciplinary and work record. However, the Employer reserves the right to discipline employees in a non-progressive manner, up to and including discharge, in accordance with the severity of the infraction. The Employer shall notify an employee in writing of any formal charges against the employee within 20 days after the Employer learns of the alleged infraction if suspension, reduction in rank or discharge is a possible penalty for such infraction under non-progressive discipline. In all such cases the employee shall be permitted to have a Union representative present during investigative interviews, but the investigation shall not be unreasonably delayed on account of the unavailability of the Union representative or the lack of opportunity to consult with the Union's attorney. The Employer shall inform the employee in writing of any disciplinary action to be taken within 20 working days after investigation of the alleged employee misconduct.

SECTION 3. Whenever the Employer, and/or its designee, determines that there may be cause for an employee to be suspended, reduced in rank or discharged, a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct. Such pre-disciplinary conference shall be held within 15 working days of the Employer's written notice to an employee in accordance with Section 2 of disciplinary action to be taken. If needed, the Employer shall then hold a disciplinary hearing within 15 working days after the pre-disciplinary conference. A Union representative, which may be the Union's attorney, may attend the pre-disciplinary conference or any subsequent disciplinary conference if requested by the employee.

SECTION 4. Prior to the scheduled time of the pre-disciplinary conference the employee may waive the right to the conference. If an employee waives the right to the conference less than twenty four (24) hours in advance, the employee may not thereafter grieve the imposition of discipline in the matter for which the conference was scheduled.

SECTION 5. Following the imposition of discipline, any employee receiving an order of demotion, suspension or dismissal may appeal such order by the grievance procedure, Article 6. If a transcript of any pre-disciplinary conference or disciplinary hearing is prepared, the affected employee shall be entitled to promptly obtain a copy of such transcript at the employee's expense upon request to the Employer.

SECTION 6. All disciplinary procedures shall be carried out in a business-like manner. Unless waived by the employee, disciplinary hearings shall be carried out in private.

SECTION 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters twenty four (24) months after their effective date, providing that there are no intervening disciplinary actions.

SECTION 8. Any employee who fails at any time to possess the minimum (basic EMT/240 hour fire fighter training) qualifications, licenses or certifications required by State law for a fire fighter/EMT to perform the duties of their position of employment, or whose driver's license is suspended for any reason without driving privileges being granted, shall be placed on administrative leave, without pay, until such time as such qualifications, licenses or certifications have been obtained. Accumulated sick leave or personal time may be used by such employee for compensation during such administrative leave. If the employee does not acquire the appropriate qualifications, licenses or certifications after a reasonable time within which to do so, the employer may take such further action, including terminating the employment of such employee, as it deems necessary or appropriate under the circumstances. No pre-disciplinary conference shall be required as set forth in Section 3.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance is defined to be any legitimate dispute concerning the application or interpretation of the contract.

SECTION 2. Only one subject matter shall be covered in any one grievance, but more than one grievance may be the subject of an arbitration hearing if both sides agree. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, the signature of the grievant and the date.

SECTION 3. If it is impossible to comply with the limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. In calculating the number of days within which any action is to be taken in Section 5 or Section 6 below, Saturdays, Sundays and Legal Holidays shall be excluded.

SECTION 4. Any grievance shall be considered settled at the completion of any step in the procedure if

all parties concerned are mutually satisfied. Dissatisfaction is implied by proceeding from one step to the next.

SECTION 5. GRIEVANCE PROCEDURE

STEP 1. The employee, alone or with his representative, shall orally explain his grievance to his Captain no later than five (5) days after the occurrence of the alleged grievance. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later. The Captain shall, within two (2) duty days after being notified of the grievance, orally inform the employee of his decision. If unsatisfied with the oral response, the aggrieved employee shall within five (5) days re-submit his grievance in writing to his Captain. The Captain will, within five (5) days respond in writing to the grievant.

STEP 2. If no satisfactory settlement is reached in Step 1, within five (5) days, the aggrieved member shall submit his grievance to the Union grievance committee. In the event the grievance committee determines it to be a valid grievance, said committee then has five (5) days to file a written grievance with the Assistant Chief or the Chief of the Department. The Assistant Chief or the Chief shall respond in writing to the alleged grievance within five (5) days.

STEP 3. If no satisfactory settlement is reached in Step 2, a copy of the grievance shall be submitted to the Employer, or its designee, within five (5) days. Within ten (10) days, the Employer, or its designee, shall submit a written response to the grievance committee. If unsatisfied with the written response, the grievance committee shall notify the Employer of this within five (5) days thereafter, and the Employer shall then, within ten (10) days, set a time and place for hearing said grievance. Those present at this hearing may include the aggrieved member, any relevant witnesses, and Union representative. The Employer and the Union shall also be permitted to have legal counsel present at such hearing, and shall notify the other at the time of the scheduling of the hearing of their intent to have counsel present.

STEP 4. After hearing said grievance, the Employer has five (5) days to again respond in writing to the Union representative.

SECTION 6. ARBITRATION REFERRAL

- A. If a satisfactory settlement is not reached in Step 4, the Union shall notify the Employer, in writing, within ten (10) days that they intend to process the grievance to arbitration.
- B. Any grievance which cannot be settled through the above procedure may be submitted within the ten (10) day period specified in (1) to a single arbitrator to be selected according of the Rules of the Federal Mediation and Conciliation Service.
- C. The arbitrator shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Employer and the Union which shall be binding upon both parties.

- D. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of that section of the contract or issue where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.
- E. All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter and attorney fees shall be borne by the party(s) which requested the reporter or who is represented by the attorney. The arbitrator's fees shall be split between the parties.
- F. If a transcript of the arbitration hearing is requested, the party requesting the transcript shall pay the expense thereof.

ARTICLE 7

RULES AND REGULATIONS

SECTION 1. The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. One copy of said rules and regulations shall be furnished to Local 1953 and one to each member of the Fire Department.

SECTION 2. All newly hired employees shall be required to submit to drug screen testing as a condition of employment. Any employee involved in a motor vehicle accident while on duty shall be required to submit to drug and alcohol testing within two (2) hours after such accident. All employees are required to submit to random drug testing upon 72 hours notice in advance. Any employee who refuses to submit to drug and alcohol testing following a motor vehicle accident or when randomly selected for such testing, and any employee who tests positive for illegal or prescription mood altering drugs, shall be subject to discipline, which may be non-progressive, in accordance with Article 5.

SECTION 3. Any additions, deletions, or amendments to said rules and regulations shall be furnished in writing to the Union and to each member of the Fire Department no later than ten (10) days before the effective date of such changes, unless such advance notice is impracticable, in which event written notice shall be given not more than ten (10) days after the effective date of the changes.

ARTICLE 8

SENIORITY

SECTION 1. For the purposes of this Agreement, a bargaining unit employee's seniority shall be determined by the latest date of full-time employment as a member of the Fire Department.

SECTION 2. An employee's seniority shall end and he shall lose re-employment rights except as otherwise stated in this Agreement when:

1. He voluntarily quits.
2. He is terminated.
3. He does not return within five (5) days from the receipt of a notice of recall.
4. He is on layoff in excess of twenty four (24) months.
5. He retires after attaining eligibility to receive benefits as a result of years of service

and years of age.

ARTICLE 9

VACANCIES AND PROMOTIONS

SECTION 1. Any employee hired without State of Ohio certification as a full-time fire fighter or EMT-Basic will be classified a C-2 employee. Upon State of Ohio certification as a full-time fire fighter and EMT-Basic, the employee will be promoted to Class C-1. Upon certification in apparatus driver/operator, hazardous materials operations, and EMT-Intermediate, the employee will be promoted to Class B. The employee will be promoted to Class A upon obtaining any two of the following three certifications: EMT-paramedic, Fire Safety Inspector, or hazardous materials technician. New employees will be placed in the appropriate Class based upon certifications held at the time of hiring, but any employee hired, regardless of Class, will serve a probationary period of one (1) year from the date of hire. Employees not maintaining certifications will be demoted to the appropriate Class and pay for such Class. Obtaining and maintaining certifications will be the responsibility of the employee. Any Class A fire fighter in good standing as of September 30, 2000 shall be exempt from these requirements.

SECTION 2. PROMOTION. When any vacancy to a rank of Lieutenant or above is to be filled by the Employer, the Employer shall post an internal notice for a period of fourteen (14) days. Any eligible employee may make written application for the position. The successful candidate will be determined by the results of a written examination, which shall count for 20% of the final score, by a practical assessment center evaluation, which shall count for 50% of the final score, and by an oral interview by a panel selected by the Employer, which shall count for 30% of the final score. The highest scorer from the combined sections shall be appointed if otherwise qualified and able to serve. An employee who has served as a Class A fire fighter with Perkins Township for a period of five (5) years is eligible to apply for the position of Lieutenant. An employee who has served as a Lieutenant for a period of two (2) years is eligible to apply for the position of Captain. An employee who has served as a Captain for a period of two (2) years is eligible to apply for the position of Assistant Chief. If there are not two or more candidates for the position for which a vacancy exists who have had the requisite years of experience at the lower rank, the years of service requirement with Perkins Township at the lower rank shall not apply. Assignment to the position of Fire Marshal requires an employee to have served as a Class A fire fighter with Perkins Township for a period of five (5) years and be in the possession of a State of Ohio Fire Safety Inspector's Certification.

ARTICLE 10

LAYOFF AND RECALL

SECTION 1. In the event that reductions in the number of personnel become necessary, the employee with the least seniority shall be laid off first. The Employer shall notify any employee to be laid off 14 calendar days in advance of such layoff. No new employee shall be hired until all laid off employees, as set forth above, have been given the opportunity to return to work. Said call-backs are to be in order of seniority.

ARTICLE 11

SICK LEAVE

SECTION 1. Each employee shall be entitled for each completed eighty (80) hours of active pay status to sick leave of 4.6 hours with pay.

SECTION 2. Accumulated sick leave will be debited the actual hours absent from work due to the illness or injury.

SECTION 3. An employee eligible for sick leave shall be granted such leave with full-pay and benefits for the following reasons:

- A. Personal illness or physical incapacity.
- B. Illness of an immediate family member requiring the member's personal care and attendance.
- C. Enforced quarantine of the member in accordance with community health regulations.
- D. Death of a member of the immediate family.
- E. Pregnancy of the employee, and/or child birth and other conditions related thereto.
- F. If a member of the immediate family needs on-going care which must be provided by the employee; however, in this situation the employee must provide a physician's slip in order to be eligible for sick leave usage.

SECTION 4. Hours absent from work due to on the job injuries, or job related illness, will not be deducted from the accrued sick leave time. Sick leave will accrue during that period.

SECTION 5. PAYOUT ON SEPARATION.

- A. An employee upon resignation from the Department shall receive payment for thirty percent (30%) of unused sick leave up to a maximum of 288 hours for 40 hour employees and 432 hours for 56 hour employees, together with full payment for all accumulated or unused personal days, holidays, vacation leave, and overtime, but such payment shall in no event exceed ten thousand dollars (\$10,000.00). Payment shall be based on the employee's base wage at the time of resignation or retirement. An employee must have a minimum of ten (10) years service with Perkins Township in order to be eligible for payment of unused sick leave upon resignation.
- B. An employee, upon retirement or death, shall receive payment for fifty percent (50%) of his/her unused sick leave up to 480 hours for 40 hour employees and 720 hours for 56 hour employees. Employees who retire under normal service retirement, as defined below, shall have completed at least ten (10) years service with Perkins Township to qualify. In case of death the employee's spouse or estate shall receive payment.
- C. For employees whose OP&F membership began on or before July 1, 2013, normal service retirement eligibility is age 48 with at least 25 years of service. For persons whose OP&F membership began after July 1, 2013, normal service retirement is age 52 with at least 25 years of service.

SECTION 6. EVIDENCE REQUIRED FOR SICK LEAVE USAGE. The Employer may require an employee to furnish a written, signed statement explaining the nature of the illness, to justify the use of sick leave. When the 56 hour employee is absent for three (3) or more of his consecutive work days or the 40 hour employee is absent for five (5) or more of his consecutive work days due to illness, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Falsification of any statement furnished in conjunction with sick leave benefits shall be grounds for disciplinary action, up to and including dismissal.

SECTION 7. NOTIFICATION BY EMPLOYEE. When an employee is unable to work, he shall notify his immediate supervisor or other designated person as much as possible in advance of the time at which the employee is to be on duty, but not less than thirty (30) minutes before the time he is scheduled to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

SECTION 8. ABUSE OF SICK LEAVE. Employees failing to comply with sick leave rules and regulations shall not be paid and may be subject to disciplinary action. If the Employer has reason to suspect that a pattern of sick time abuse exists, the Employer shall inform the employee in question of the suspicion and the reason for the suspected sick leave abuse. If the employee continues to exhibit the same pattern of sick leave use without satisfactory explanation, then the employee may be subject to the discipline procedure.

SECTION 9. PHYSICIAN'S EXAMINATION. An employee who the Employer believes is not fit for duty or who has been absent from work on sick leave for more than three (3) consecutive work days may be subject to the following:

- A. Such an employee shall, at the direction of the Employer, submit to a medical, psychological and/or psychiatric examination conducted by a physician or psychologist of the Employer's choice, who shall report the results of the examination and his opinion of the employee's ability or inability to perform his normal duties. All costs of an examination conducted at the direction of the Employer shall be borne by the Employer. Refusal of an employee to submit to an examination as provided in the section, shall be cause for the Employer to discontinue sick leave benefits as provided in Section 1 and may be grounds for discipline by the Employer.
- B. An employee directed by the Employer to return to duty as the result of the aforementioned examination shall be given five (5) calendar days' notice. The employee may, on the advice of his personal physician, refuse to report for duty. The employee shall furnish the Employer written documentation from his personal physician so advising him not to return to duty.
- C. In the event the Employer's physician or psychologist and the employee's personal physician disagree regarding the employee's ability to report for duty, each party shall request its physician to select a third physician or psychologist specializing in the treatment of the employee's injury or illness, who shall examine the employee and report to each party his opinion concerning the employee's ability to perform his normal duties. Costs of this examination shall be borne equally by the Employer and the employee.

- D. An employee directed by the Employer to report for duty as the result of the independent examining physician's or psychologist's report or the report of the third physician or psychologist referred to in the preceding paragraph shall be given three (3) calendar days' notice to report. The employee may, on the advice of his personal physician, which shall be furnished in writing to the Employer, refuse to report for duty. In that event, the Employer may discontinue sick leave benefits as provided in this Article from the date notice was given to report for duty, and any continued absence shall be unpaid or taken from other accrued leave for which the employee is eligible.

SECTION 10. DOCUMENTATION UPON SICK LEAVE USAGE. Any employee who is on sick leave for at least three (3) consecutive duty days for a 56 hour employee or five (5) consecutive duty days for a 40 hour employee must provide the proper documentation prior to return to work. This documentation shall consist of a completed leave slip, and a doctor's slip as required by this article. The proper documentation must be turned in to the employee's supervisor prior to the start of the shift. Failure to turn in the proper documentation will result in the absence becoming unapproved, with loss of pay by the employee for the days in question.

SECTION 11. TRANSFER OF SICK LEAVE. Subject to and in accordance with rules and regulations adopted by the Employer, any employee may voluntarily transfer part of his accumulated sick leave to any other employee beginning January 1, 1995. The recipient employee must have been employed by the Township for a minimum of one (1) year, shall be paid at the regular base pay rate for his present class, and shall not accrue sick leave, vacation leave or personal days while receiving transferred sick leave, nor be entitled to holiday pay during that time. No part of any transferred sick leave shall be paid to a recipient employee by reason of that employee's resignation, retirement or death.

ARTICLE 12

INJURY LEAVE

SECTION 1. Any employee suffering a physical injury on the job or any job-related illness which leaves the employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of disability, or for thirty (30) consecutive weeks, whichever is less. If such employee receives insurance benefits from any policy paid for by the Employer, the employee's base pay amount shall be reduced by the amount of the disability insurance benefits received, so that the combination of the base pay and the insurance benefit equals the employee's regular base pay. Provided however, that such payments shall be made only if the injured member is ruled "disabled" by the Bureau of Worker's Compensation pursuant to the rules and regulations set forth in Sections 4123.01 et seq. of the Ohio Revised Code.

SECTION 2. Injury or job-related illness leave pay shall also be contingent upon the injured employee signing or transferring, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury to the Employer. The Employer may increase the number of weeks these benefits are to be paid from thirty (30) to sixty (60) weeks, in increments of five (5) weeks, at the option of the Employer.

SECTION 3. In the event that the Employer pays the injured employee benefits as provided for herein and then receives notice that the Bureau of Worker's Compensation had not ruled such

employee "disabled," such employee shall immediately begin to repay the Employer through payroll deductions for the benefits received to the extent that they exceed the employee's accrued sick leave.

- A. An employee receiving pay and benefits under the provisions of Section 1 shall at the direction of the Employer submit to a medical, psychiatric and/or psychological examination for the injury or illness and/or any complication arising out of that injury resulting in injury leave. The examination shall be conducted by a physician or psychologist of the Employer's choice, who shall report the results of the examination and his opinion of the employee's ability or inability to perform normal duties to the Employer. All costs of an examination conducted at the direction of the Employer shall be borne by the Employer. Refusal of an employee to submit to an examination as provided in this Section shall be cause for the Employer to discontinue payments as provided in Section 1 and may result in discipline being imposed.
- B. An employee directed by the Employer to return to duty as the result of the aforementioned examination shall be given five (5) calendar days' notice. The employee may, on the advice of their personal physician, refuse to report for duty. The employee shall furnish the Employer written documentation from their personal physician so advising the employee not to return to duty.
- C. In the event the Employer's physician or psychologist and the employee's physician disagree regarding the employee's ability to report for duty, each party shall request its physician to select a third physician or psychologist specializing in the treatment of the employee's injury or illness, who shall examine the employee and report to each party his opinion concerning the employee's ability to perform normal duties. Costs of this examination shall be borne equally by the Employer and the employee.
- D. An employee directed by the Employer to report for duty as the result of the independent examining physician's or psychologist's report or the report of the third physician or psychologist referred to in the preceding paragraph shall be given three (3) calendar days' notice to report. The employee may, on the advice of their personal physician, which shall be furnished in writing to the Employer, refuse to report for duty. In that event, the Employer may discontinue payments as provided in this Article from the date notice was first given to report for duty, and any continued absence shall be charged to the employee's accumulated sick leave and then to other accumulated leave.

SECTION 4. Employees will be entitled to accrue sick leave and vacation benefits for all time spent on injury leave provided they comply with Sections 1 through 3 above.

SECTION 5. RESTRICTED DUTY ASSIGNMENT.

- A. Employees unable to fully perform normal duties because of job-related injury or illness shall be required to participate in the Township's Transitional Work Program (TWP) as set forth in the TWP Policy and Procedure adopted by the Township. Participation in the TWP may involve a change in normal working hours.
- B. Employees eligible for TWP participation shall be required to present a statement from their physician of record listing specific job restrictions for the employee which

shall be reviewed in accordance with the TWP Policy and Procedure before the restricted duty assignment is made.

- C. Any restricted duty assignment shall be based on the employee's specific medical restrictions and the availability of work within those restrictions. The availability of restricted duty work shall be determined solely by the Employer in conjunction with the MCO/Case Manager and/or Third Party Administrator, as set forth in the TWP Policy and Procedure. The employee and the Lieutenant and Captain supervising the employee shall all be provided with the written restrictions applicable to the employee, and all shall bear equal responsibility in ensuring that the duties assigned to the employee remain within those restrictions.
- D. Employees assigned to restricted duty shall not be permitted to receive overtime (holdover), callback or toned out alarm compensation.
- E. An employee's refusal to accept a good faith job offer or participate in the TWP may result in action being taken by the Township to terminate compensation paid to the employee by either the Bureau of Workers Compensation or the Township under Article 12, and disciplinary action up to and including termination of employment for refusal to return to work.

ARTICLE 13

PERSONAL DAYS

SECTION 1. Each employee shall be granted four (4) days off duty with pay on January 1st of each year of the contract, except for newly hired employees, who shall be entitled to one (1) day off each quarter during the calendar year when first hired. A day shall be either 24 hours or 8 hours depending on the employee's regular classification. The personal days may be used for emergencies within the immediate family or for personal reasons of the employee.

SECTION 2. Personal days other than for emergency-use will be scheduled only in a minimum of half day increments (12 hours/4 hours) and with the approval of the Chief.

SECTION 3. If scheduling allows, the Chief may permit more than one employee at a time to be on a personal day, but he shall not be required to do so. However, except for emergency use as referred to in Section 1, no more than two (2) employees per shift will be allowed to be on scheduled paid leave at any time, including personal days, comp time, educational leave or vacation time. Personal days may be taken back-to-back by an employee when scheduling allows.

SECTION 4. Personal days will be approved on a first come, first serve basis. When approved in writing, personal days shall not thereafter be canceled except in emergency situations or when minimum manpower levels cannot otherwise be met, but only after the Chief and/or Captains have first called all paid-on-call and full-time fire fighters in an attempt to meet minimum manpower levels or otherwise avoid cancellation of the personal days which were approved in writing.

SECTION 5. Request for personal days must be made a week in advance. However, in the case of emergencies, as referred to in Section 1, when advance notice is not possible, a phone call to the officer on duty is required as soon as possible.

SECTION 6. The Employer shall grant bereavement leave of two consecutive calendar days with pay in the event of the death of a member of the immediate family of an employee. The immediate family is defined as spouse, parent, parent-in-law, step-parent, child, step-child, brother or sister or their spouses (for purposes of Section 1 emergencies as well as under this Section 6), aunt, uncle, niece, nephew, grandparent, or relative living in the same household with the employee. Employees may use two days of accumulated sick leave for bereavement leaves in excess of two days. Written notice from a funeral home of the death for which an employee seeks bereavement leave or a published obituary identifying the employee as a relative shall be provided to the Employer. For 56 hour employees, payment for a day shall mean a 24 hour day and for 40 hour employees, it shall mean an 8 hour day.

SECTION 7. Upon retirement or resignation from the department, employees shall be paid for unused accrued personal days in the year in which they retire. The employee will receive this check within thirty (30) days of their last date of service.

SECTION 8. Personal days do not accrue from calendar year to calendar year. However, an employee who was unable to take all personal days during a calendar year through no fault of that employee shall be paid for one (1) unused personal day, upon presentation of appropriate documentation to the Perkins Township Clerk to establish this.

ARTICLE 14

HOLIDAY PAY

SECTION 1. Any fifty-six (56) hour per week employee covered by this Agreement, having at least six (6) months of service, shall be entitled to 11.2 hours of holiday pay at the employee's fifty-six (56) hour rate of pay, for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Patriots' Day (September 11), Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. It is understood that no Holiday Pay will be paid to any employee for those holidays which occur during the first six months of employment.

SECTION 2. Any forty (40) hour per week employee covered by this agreement having at least six (6) months service will be entitled to time off on the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Patriots' Day (September 11), Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. In the event a holiday falls on a Saturday, employees will be off the preceding Friday. If said holiday falls on a Sunday, the employee will be off the following Monday. Any forty (40) hour per week employee covered by this agreement who works any holiday listed above, shall be paid an additional day's pay for that work.

SECTION 3. Payment for Holiday Pay shall be made in the first pay period in December of each year for the holidays for that year along with payment for Christmas Day for the prior year.

SECTION 4. Upon retirement or resignation from the department the employee shall receive payments for the holidays beginning with Christmas and up to the date of resignation or retirement. He will receive this check within forty-five (45) days of his last date of service.

ARTICLE 15

VACATIONS

SECTION 1. All employees covered by this Agreement shall be entitled to the following vacation time at their base pay. The amount of vacation leave to which an employee is entitled is based upon the length of service as follows, and shall be awarded on the employee's anniversary date.

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	NONE
1 year but less than 6 years	2 WEEKS
6 years but less than 15 years	3 WEEKS
15 years but less than 20 years	4 WEEKS
20 years but less than 25 years	5 WEEKS
25 years or more	6 WEEKS

SECTION 2. It is hereby agreed that the regular fifty-six (56) hour employee's vacation will be taken in the following manner:

<u>VACATION TIME</u>	<u>SCHEDULE</u>
2 weeks	6 twenty-four hour work days
3 weeks	9 twenty-four hour work days
4 weeks	12 twenty-four hour work days
5 weeks	15 twenty-four hour work days
6 weeks	18 twenty-four hour work days

Two (2) weeks of vacation for 56 hour employees may be taken in one day increments.

SECTION 3. It is hereby agreed that for the special fifty-six (56) hour employee (Fire Inspector) one (1) week of vacation shall be equivalent to two (2) twenty-four hour work days and one (1) eight hour work day.

SECTION 4. It is hereby agreed that one (1) week of vacation shall be equivalent to forty (40) hours of work for each week of vacation due a forty (40) hour employee. Forty (40) hour employees will take vacation in increments of full work weeks, except that two (2) weeks of vacation may be taken in one day increments.

SECTION 5. Vacations may be taken anytime during the calendar year, January through December. Unused vacation time may not be carried over into the next anniversary year.

SECTION 6. Vacations will be scheduled three (3) weeks in advance and with the approval of the Chief. If scheduling allows, the Chief may permit more than one employee at a time to be on vacation, but he shall not be required to do so.

SECTION 7. It is hereby agreed that seniority shall govern in the scheduling of vacation leave for those requests filed between January 1 and March 31. Applications filed after March 31 will be approved on a first come basis. Vacations can not be scheduled to cover a period of more than two consecutive tours at any one time.

SECTION 8. Vacation requests will take precedence over any personal days requested at the same time, but personal days approved in writing will not be canceled because of a later vacation request.

SECTION 9. When approved in writing, vacation days shall not thereafter be canceled except in emergency situations or when minimum manpower levels cannot otherwise be met, but only after the Chief and/or Captains have first called all paid-on-call and full-time fire fighters in an attempt to meet minimum manpower levels or otherwise avoid cancellation of vacation days which were approved in writing. Where vacation days have been scheduled three (3) weeks or more in advance, fire fighters on personal days will also be called before vacation days will be canceled.

ARTICLE 16

LABOR MANAGEMENT MEETINGS

SECTION 1. It is hereby agreed that in the interests of sound departmental relations, the Fire Chief, or his representative, will meet with Local 1953 upon the request of either party to discuss items of concern relating to departmental safety or changes in departmental rules and regulations promulgated by the Employer pursuant to Article 2 and Article 7.

ARTICLE 17

SCHOOLING AND MANDATORY MEETING COMPENSATION

SECTION 1. It is hereby agreed that any employee covered under this Agreement who is required to attend any schooling as required under Ohio and/or Federal law and any meeting required by the Chief, with prior approval of the Employer, shall be compensated at the employee's base rate of pay per hour for all such hours of attendance which would normally be considered as off-duty pursuant to the Agreement. In the event an employee fails to pass the mandatory school and same must be repeated, the cost of the same will not be borne by the Employer.

SECTION 2. It is hereby agreed that any employee who is covered under this Agreement and who has a bachelor or associate degree in Fire Science, public administration, or Medical Science or an Executive Fire Officer degree shall be entitled to an additional four percent (4%) over and above the normal monthly salary. Notwithstanding the number of degrees earned, any employee qualifying for the educational bonus shall be entitled to payment for only one degree per year added to their base pay.

SECTION 3. It is hereby agreed that a training allowance of five hundred fifty dollars (\$550.00) per employee who is covered under this Agreement will be established. The allowance will be an annual amount beginning January 1st of each year of this contract. Monies from this allowance are to be used towards fire related or EMT related schooling or training, with a minimum of \$100.00 of the annual allowance to be used exclusively for fire training. All schooling will be scheduled with the approval of the Fire Chief. Employees shall be permitted to pool their training allowances for training with outside instructors in which event a pro-rata share of the expenses for the training will be charged against the training allowance for all those employees attending. In addition to pooling allowances for training as set forth in the preceding sentence, the training allowance shall be used for the following: tuition, tests, books, meals up to \$40.00 per day, and lodging up to \$25.00 per day while attending the approved schooling. Reimbursement for approved expenses will be made by separate check within 21

days of receipt by the Township Clerk's Office. The Township will continue to provide a fire department vehicle for the transportation to and from approved sessions when possible. When not possible, the employee will be reimbursed for mileage at the rate permitted under the then current IRS regulations per mile. Mileage reimbursement is not to be deducted from the employee's training allowance.

SECTION 4. Any training allowance monies remaining from the prior year will be pooled and divided equally between all members covered by this Agreement. On November 1st of each calendar year, any money from the schooling pool not applied for will then be distributed on a pro rata basis among all who applied for the extra schooling money before November 1st. On December 31st any monies remaining in the pool will be used by the Fire Chief to purchase educational aids for the department. All requests for use of pooling funds shall be submitted on a form approved by the Township Clerk.

SECTION 5. The training allowance may be used toward tuition and/or books for courses toward a degree in Fire Science or Medical Science. Reimbursement for tuition and/or books will be made upon submission of proof of successful completion of the course. Expenses for meals, lodging, and mileage incurred for courses taken which lead to a degree in Fire Science or Medical Science will not be reimbursed.

SECTION 6. At the discretion of the Chief, more than one (1) man from an on-duty shift may be allowed off-duty to attend schooling at a time. If manning levels drop below minimum standards, any man authorized to attend schooling will be permitted to do so only if he replaces himself with another full-time fire fighter at no expense to the Township.

SECTION 7. A full-time employee who attends non-mandatory schooling on his off-duty time will be reimbursed for mileage expenses only.

SECTION 8. A full-time employee who is required to attend mandatory schools outside of Erie County shall be reimbursed for meals if not included in the fees of the school. Meals shall be reimbursed in the amount of \$40.00 per day. Reimbursement under this section shall be deducted from the training allowance.

ARTICLE 18

MANPOWER LEVELS

SECTION 1. It is agreed that there shall be at all times a minimum of not less than three (3) full-time employees on duty for a twenty-four (24) hour tour to be available as a unit for a first alarm response. The Fire Chief shall be excluded in fulfilling the requirements of this Article.

SECTION 2. When manpower levels drop below the required minimum by one man as set forth in Section 1, due to an employee's failure to report to duty for any reason, a full-time fire fighter shall be called in from off-duty and compensated for such overtime hours. If no full-time fire fighter is available, a paid-on-call fire fighter shall be called.

SECTION 3. For the purpose of call-in, a method shall be established by the labor-management committee and approved by the membership and administered by the Fire Chief.

ARTICLE 19

HOURS OF WORK AND OVERTIME

SECTION 1. All employees shall work a 56 hour work week unless otherwise assigned to a 40 hour work week by the Chief of the Department.

SECTION 2. A 56 hour work week shall be comprised of an arrangement of non-consecutive shifts. To comply with the Fair Labor Standards Act, the shift will begin at 0700 and end at 0706, the next day. The Employer and the employee agree to a twenty-eight (28) day, two hundred twelve (212) hour work period. For the purpose of this section only, to comply with the FLSA, the employee agrees that meal time and sleep time may be deducted in computing hours worked.

SECTION 3. A 56 hour work week for the Fire Inspector shall be comprised of an arrangement of non-consecutive shifts comprised of both twenty-four (24) hour days and eight (8) hour days.

SECTION 4. A 40 hour work week shall generally be comprised of five (5), eight (8) hour work days per week. However, daily hours may be adjusted within each pay period to accommodate tasks and assignments, as determined by the Employer.

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

SECTION 6. It is agreed that there will be no reduction in annual base pay should an employee be transferred from a 56 hour work week to a 40 hour work week.

SECTION 7. OVERTIME. Overtime (holdover) shall start after an employee has worked his required twenty-four (24) hour shift if a 56 hour employee, or eight (8) hour shift if a 40 hour employee. Holdover overtime will be figured in fifteen (15) minute intervals (one-quarter of an hour), with a minimum of one-quarter (0.25) hour.

SECTION 8. Court appearance required on off-duty time shall be paid at the overtime rate based on the actual time required at Court, figured in fifteen (15) minute intervals, and with a minimum of two (2) hours being paid. Any witness fee paid to an employee for Court appearance shall be turned over to the Perkins Township Clerk.

SECTION 9. It is hereby agreed that overtime and callback pay shall be paid at the rate of 1-1/2 times the employee's 40 hour base rate of pay.

ARTICLE 20

INSURANCE

SECTION 1. The Employer will maintain health and hospitalization insurance for each employee, the premiums for which shall be borne 85% by Employer and 15% by employees.

SECTION 2. Under the policy to be in effect as of January 1, 2014, the Employer will also contribute up to \$120,000 per year (for all Township employees at current employment levels) for wellness credits for employees who qualify for them under the Wellness Program. Each employee (and covered

spouses) may earn credits for each of the five (5) segments of the Wellness Program which would effectively reduce the \$2500/5000 deductible to \$200/400 for 2014 and 2015, and \$500/1000 for 2016 for qualifying employees. The Wellness Credits would be \$460 for each of the five segments successfully completed during the first and second years and \$400 during the third year.

SECTION 3. An "insurance year" as of the signing of this Agreement shall run from January 1 through the following December 31.

SECTION 4. Increases or decreases in insurance premiums during the second and third insurance years of this Agreement shall be shared by Employer and employees in the same 85%/15% ratio. However, in any year in which total premiums would increase by more than 5% over the premiums for the prior insurance year, the Employer shall not be required to renew the then current coverage for the next insurance year. Under those circumstances, the Township Health Insurance Committee comprised of one (1) representative from the Fire, Police, Highway, and administrative departments and the three (3) Township Trustees shall negotiate possible actions to be taken. The Health Insurance Committee can also recommend to the Trustees an appropriate distribution of the excess premium costs and amounts to be deducted from employee wages which recommendation will be binding on all Township employees, changes in the level of insurance or conditions of the policy, whether to obtain other insurance bids, the carrier to provide coverage, and oversight of a Wellness Committee and its policies, which shall include at a minimum testing for glucose, BMI or body fat percentage, blood pressure, LDL cholesterol, and smoking. The Employer agrees that it will retain the 85%/15% premium payment ratio in implementing any changes to the health insurance coverage.

SECTION 5. During the first insurance year of this Agreement, each covered employee shall contribute \$24.44 per pay for single coverage; \$58.57 per pay for employee/spouse coverage, \$53.17 per pay for employee/child coverage, and \$85.71 for family coverage to be deducted from the employee's salary each pay period and applied to the cost of such health insurance.

SECTION 6. Coverage for an employee's spouse shall be provided only where the spouse has no coverage available through the spouse's own employment. If an employee and the employee's spouse each have separate health insurance coverage and they also have dependent children, their dependent children shall be covered under the health insurance policy of the spouse whose birth date occurs first in the calendar year. Coverage for an employee's dependent children shall otherwise be provided only where there is no coverage for such children under a spouse's health insurance policy or where there is an order for the employee to provide such coverage made by a court of competent jurisdiction.

SECTION 7. Insurance coverage shall not be effective during the first thirty (30) days of employment.

SECTION 8. If the healthcare reforms under the so-called Affordable Care Act or the regulations promulgated thereunder adversely affect the current health insurance coverages after 2014, the Employer may implement adjustments in the coverage for employees after first meeting with the Health Insurance Committee to negotiate such adjustments.

SECTION 9. Fifty thousand dollars (\$50,000.00) of double indemnity life insurance will be provided for each full-time employee.

ARTICLE 21

MAINTENANCE OF CLOTHING AND UNIFORM ALLOWANCE

SECTION 1. Work uniforms will be furnished for each new employee and paid for by the Employer. The initial allotment shall consist of the following:

- A. One (1) long sleeve uniform shirt
- B. One (1) short sleeve uniform shirt
- C. Three (3) long sleeve polo shirts
- D. Three (3) short sleeve polo shirts
- E. Two (2) sweatshirts
- F. Four (4) pair of work pants
- G. Two (2) pair of shorts
- H. One (1) black belt
- I. One (1) pair of coveralls, each odd year
- J. Necessary emblems and one (1) name plate
- K. Two (2) breast badges, one (1) hat badge
- L. One (1) pair of black work boots/work shoes
- M. Six (6) t-shirts, with or without pockets

This will constitute the working uniforms of the employee. An employee will be eligible for a pro-rated uniform allowance after completing one (1) year of service, based upon the number of months remaining in the current calendar year at the time of the employee's first service anniversary, and the full year's uniform allowance in each calendar year thereafter.

SECTION 2. The Employer will purchase and maintain, for all employees, equipment, including, but not necessarily limited to, helmets, bunker coats, bunker boots, bunker pants, Nomex hood and 1989 Industrial Relations Commission approved gloves. The Employer will replace safety equipment which is damaged in the line of duty, or when management approves the replacement when worn out, with current NFPA-approved replacements. For the purpose of safety for employees in performance of duty, it is hereby agreed by both parties that each new employee shall receive the above equipment by the first day of employment. Maintenance of above equipment shall include at the Employer's expense approved laundering/cleaning and/or decontamination of said equipment no less than once per year or whenever necessary.

SECTION 3. Glasses and dentures clearly damaged in the line of duty, through no negligence on the part of the employee, will be replaced or repaired by the Employer, and each employee shall also be entitled to receive a maximum of \$20.00 in any calendar year to replace the employee's watch if damaged in the line of duty. It is understood that these decisions will be made by management, but that such will not be unreasonably withheld. Report of such damage shall be made immediately to the Chief.

SECTION 4. UNIFORM ALLOWANCE. An annual calendar year allowance of four hundred and fifty dollars (\$450.00) shall be allotted each employee for the purpose of purchasing and maintaining the working uniforms as described in Section 1. In addition to the uniforms described in Section 1, the uniform allowance may be used to purchase Employer-approved T-shirts with or without pockets, spring jackets, sweatshirts, work shoes or work boots, squad jackets and any reasonable fire and EMT equipment needed to perform job functions proficiently in the field. It is hereby understood that the allowance is not to exceed said four hundred and fifty dollars (\$450.00). Purchases shall be charged directly to Perkins Township using the current purchase procedure. Any unauthorized purchase or

purchases in excess of four hundred and fifty dollars (\$450.00) shall be deducted from the next regular pay due the employee.

SECTION 5. The work uniform to be worn by the employees shall be determined by the Employer.

SECTION 6. The Employer agrees to continue to furnish each employee with one (1) winter jacket to be replaced when no longer serviceable, or when damaged in the performance of his duties.

SECTION 7. Any employee who has purchased his own personal protective gear, as listed in Section 2 of this Article, and desires to utilize same in the performance of his duty, shall be permitted to do so providing it meets with the approval of the Chief.

SECTION 8. An employee is required to be in proper uniform at all times while on duty.

ARTICLE 22

WAGES

SECTION 1. WAGES. Wages shall be as in Appendix A and shall be retroactive to October 1, 2010.

SECTION 2. LONGEVITY PAY. Longevity compensation shall be paid to all employees covered by the Agreement at the following rates:

<u>YEARS OF SERVICE</u>	<u>PAY</u>
4-9 years of service	\$32.00 per year of service
10-14 years of service	\$43.00 per year of service
15 years of service and over	\$53.00 per year of service beginning with the 15 th years

Longevity compensation will be paid to each qualifying employee at the end of the first pay period following the anniversary date of the employee's employment with the Township.

SECTION 3. TEMPORARY APPOINTMENTS. When a fire fighter is appointed to act as Lieutenant, the Class A Fire fighter who is the highest promotable fire fighter based on the most recent promotion list shall receive Lieutenant's pay on an hour for hour basis for the time they serve in that position at the rate of pay equal to the difference between the 56 hour base rate for those two classifications. When a Lieutenant is appointed to act as Captain, that Lieutenant shall receive Captain's pay on an hour for hour basis for the time they serve in that position at the rate of pay equal to the difference between the 56 hour base rate for those two classifications.

SECTION 4. CALL BACK PAY. A minimum of one (1) hour at fire and a minimum of one (1) hour for ambulance calls shall be paid for all employees covered by this Agreement who are called back to work from their off duty day. Callback overtime beyond the one (1) hour minimums will be figured as follows: 0-15 minutes is one-quarter (0.25) hour; 16-30 minutes is one-half (0.50) hour; 31-45 minutes is three-quarters (0.75) hour; and 46-59 minutes is the next hour. If an employee responds to a call within an hour of the start of a shift (either regularly scheduled or assigned), the one hour

minimum shall not apply. The employee shall be paid for actual time before the start of his shift, in one-quarter hour increments.

SECTION 5. COMPENSATORY TIME. An employee may accumulate up to 112 hours of compensatory time at a rate of 1-1/2 times actual hours instead of overtime. When an employee has reached the maximum accumulated hours, they shall be paid overtime pay in the next pay period. Compensatory time which is not used within the calendar year in which it is earned shall automatically be carried over to the following calendar year, but only up to a maximum of 72 hours, with any hours in excess of that maximum to be paid to the employee, unless the employee makes a written request to the Fiscal Officer for payment for all hours in lieu of any carryover. Any unused compensatory time at the end of the calendar year in excess of the hours carried over will automatically be paid to the employee by a separate check during January of the following year. An employee may elect to receive up to fifty-six (56) hours of compensatory time cashed in up to two (2) times per calendar year during the months between April and October, in addition to the payment for hours in excess of the maximum carryover hours, by submitting a written request for such payment to the Township Fiscal Officer. Such requests shall then be paid to the employee, subject to all required deductions, within the following two (2) weeks. Payments for comp time shall be at the employee's 40 hour rate. Compensatory time may be taken by one employee only when manpower levels are at full complement and in one (1) hour increments with the approval of and at the discretion of the Chief.

SECTION 6. TONED OUT ALARM COMPENSATION. It is agreed that fire fighters will be permitted to respond to any toned out alarm unless this policy is altered by the Employer. Any such response shall be compensated for as covered by the appropriate sections of this Article.

SECTION 7. PARAMEDIC PAY DIFFERENTIAL. All full-time paramedics shall be paid a bonus each year in October in the amount of \$900.00 in year one, \$950.00 in year two and \$1,000 in year three.

ARTICLE 23

NO STRIKE/NO LOCKOUT

SECTION 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides for the orderly resolution of grievances. The parties therefore agree that a strike will be defined as the following:

A strike means any concerted action on the part of the bargaining unit employees failing to report to duty; willful absence from one's position; stoppage of work; slowdown; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthy working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

SECTION 2.

A. During the term of this Agreement, the Union, its representatives and employees, shall not authorize, cause, engage in, sanction, support, or assist in any action defined as a

strike which affects the Employer or its operations. If, in the opinion of the Employer, such concerted actions occur, the Employer will give written notice, including the basis for the allegation, to the Union's Local President. The President shall cooperate with the Employer and shall actively discourage and endeavor to terminate the alleged actions. Cooperation shall specifically include a prompt notification to employees of the bargaining unit to the effect an alleged violation of this Article is in progress. Such notification shall instruct employees to cease and desist from their alleged action. Should the President fail to post such notice, the Union shall not contest the Employer's request to the State Employment Relations Board for retroactive penalties in the event the Board determines an unauthorized strike has occurred.

- B. Any employee of the bargaining unit who, without legitimate excuse, knowingly fails to return to work immediately on or at the next scheduled duty time, after notification by the Union as provided herein, or who knowingly continues to participate or promote strike activities as defined, may be disciplined to the extent provided herein.
- C. Should the State Employment Relations Board determine an unauthorized strike has occurred, the Employer:
 - (1) May remove or suspend those employees who one day after notification by the public employer of the Board's decision that a strike is not authorized continue to engage in the unauthorized strike; and
 - (2) If the employee is appointed or reappointed, employed, or re-employed, as a public employee, within the employ of the Employer the Employer may impose the following conditions:
 - (a) The employee's compensation shall in no event exceed that received by him immediately prior to the time of violation;
 - (b) The employee's compensation is not increased until after the expiration of one year from the appointment or reappointment, employment or re-employment.
 - (3) Shall deduct from each striking employee's wages, if the Board also determines that the public Employer did not provoke the strike, the equivalent of two days wages for each day the employee remains on strike commencing one day after receiving the notice called for in division C(1) of this section. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment because he is on strike.
 - (4) Any penalty that is imposed upon the employee, except for the penalty imposed under division C(3) of this section, may be appealed to the State Employment Relations Board. The Board may modify, suspend, or reverse the penalty imposed by the public Employer, if the Board does not find that the penalties are appropriate to the situation; the imposition of a penalty is appealable to the court.

SECTION 3. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, provided that said employees have not violated Section 2(A) of this Article. If the Employer reasonably believes that a violation of Section 2(A) has occurred, the employees so violating that Section may be locked out for up to seventy-two (72) hours pending a

review by the court or the State Employment Relations Board of the strike and its legality. If it is determined that there was no strike or that the strike was lawful, the Employer shall reimburse locked out employees for all earnings lost as a result of the lockout.

SECTION 4. Nothing in this Article shall be construed to limit or abridge the parties' right to seek available remedies provided by law to deal with any unauthorized or unlawful strikes or lockouts.

ARTICLE 24

PREVAILING RIGHTS/WAIVER

SECTION 1. All present benefits and past practices in effect prior to this Agreement and not covered by, in conflict with, or superseded by this Agreement shall remain in full force and effect, unless and until changed in writing by mutual agreement of the parties.

SECTION 2. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Erie County Commissioners, Perkins Township Board of Trustees, the federal or state legislature, or the sheriff, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer.

1. Time limits for management replies on grievances, or Union submissions of grievances.
2. Selected work rules and/or agreements and practices inconsistent with emergency operations relating to the assignment of all employees.

SECTION 3. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they have properly progressed.

SECTION 4. In the event an emergency declared by local county officials is not terminated within ten (10) days, the Employer shall meet with the Union and show cause for continuation.

ARTICLE 25

SEVERABILITY

SECTION 1. This Agreement is subject to all applicable state or federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted whenever possible so as to comply fully with such laws, provisions and/or any decision by an official, board, or judicial body having authority to interpret them.

SECTION 2. Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or a provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. Further, the parties shall meet promptly at mutually convenient times to negotiate replacement language for such invalidated provision(s).

ARTICLE 26

DUES CHECKOFF

SECTION 1. The Employer shall deduct, without charge, from the pay of all Union members who authorize such deduction, the monthly dues payable to the Union.

SECTION 2. Payroll deductions shall be accomplished bi-weekly, but not more than two (2) deductions shall be made per month.

SECTION 3. Employees desiring the dues deduction shall authorize it by completing an "authorization to deduct dues from salary" form (Appendix B) available at the office of the Clerk.

SECTION 4. The Employer shall pay biweekly to the treasurer of the Union, or such place as he designates, those dues collected.

SECTION 5. Employees who are not members in good standing of the bargaining unit are excluded from the provisions of this Article.

SECTION 6. If, through inadvertence or error, the employer fails or neglects to make a deduction which is properly due and owing, such deduction shall be made from the next regularly scheduled paycheck of the employee and shall be submitted to the treasurer of the Union. The Employer shall not be liable to the Union, employee, or any other party for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

SECTION 7. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of, or by reason of, action taken or omitted by the Employer under this Article, including but not limited to indemnification for damages, costs or attorney's fees.

SECTION 8. The rate at which dues deductions are to be deducted shall be certified in writing to the Employer by the Treasurer of IAFF Local 1953 by October 1 of each contract year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions.

ARTICLE 27

FAIR SHARE FEE

SECTION 1. It is agreed between the parties that each employee of the Perkins Township Fire Department in the unit covered by this Agreement who is not a member in good standing of the IAFF Local 1953 shall be required, after completion of a thirty (30) day probationary period, as a condition of continued employment, to pay the IAFF Local 1953 a Fair Share Fee.

SECTION 2. The IAFF Local 1953 shall certify to the Employer annually during the term of the Agreement the fair share fee to be charged for the period October 1 through September 30 each non-member in the unit. The Fair Share Fee shall be deducted by the Employer and remitted during the same period as IAFF Local 1953 dues. Such deduction does not require non-member approval and shall be deposited in the appropriate IAFF Local 1953 Credit Union account.

SECTION 3. In the event that any employee who is required to pay a fair share fee to the IAFF Local 1953 objects to the propriety of the IAFF Local 1953's use of such fee, the entire amount of the objecting employee's fee shall be placed by the IAFF Local 1953 into an interest-bearing escrow account pending the exhaustion of the IAFF Local 1953's internal rebate procedure and any determination by the State Employment Relations Board pursuant to the provisions of Revised Code Section 4117.09(C).

SECTION 4. The Employer shall be relieved from making Fair Share Fee deductions from any employee upon: 1) Termination of employment; or 2) Layoff from work; or 3) An unpaid leave of absence; or 4) Transfer of the employee of a job other than covered by the regular bargaining unit; or 5) The employee's acceptance of a regular service or disability retirement.

SECTION 5. The IAFF Local 1953 hereby agrees that it will indemnify the Employer from any claims, actions, or proceeding by any employee arising from deductions made pursuant to this Article. Once funds are remitted to the IAFF Local 1953, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF Local 1953.

SECTION 6. The parties agree that neither the employee(s) nor the IAFF Local 1953 shall have claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the IAFF Local 1953 Fair Share Fee deduction would normally be made by deducting the correct amount.

SECTION 7. The rate at which Fair Share Fees are to be deducted shall be certified in writing to the Employer by the Treasurer of IAFF Local 1953 by October 1 of each contract year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's Fair Share Fee deduction.

ARTICLE 28

OPERATORS LIABILITY MALPRACTICE INSURANCE

SECTION 1. LIABILITY INSURANCE. The employer shall provide continuing liability insurance coverage for every employee who is responsible for the operation of fire and/or rescue equipment. The coverage shall include property damage with total liability of \$1,000,000.00. A copy of any policy, amendment, addition, and/or deletion shall be provided to the Union so that it may be placed on file.

SECTION 2. MALPRACTICE INSURANCE. All EMT-As, advanced EMT-As, EMT-Ds, and paramedics shall be provided coverage under the present policy with \$250,000 - \$500,000 limits with the Employer to pay any deductibles. A copy of any policy, amendment, addition and/or deletion shall be provided to the Union so that it may be placed on file.

Any additions of either the liability or malpractice insurance shall be given to the Union, in writing, within thirty (30) days of the execution of the addition.

ARTICLE 29

DURATION OF AGREEMENT

SECTION 1.

- A.** This Agreement shall be effective as of October 1, 2013 and shall remain in full force and effect until September 30, 2016, unless otherwise terminated as provided herein.
- B.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt and shall conform to the regulations of the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SECTION 2. EFFECT OF AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled.

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SIGNATURES

This Agreement is signed this 22nd day of July, 2014 in Perkins Township, Erie County, Ohio.

PERKINS TOWNSHIP BOARD
OF TRUSTEES

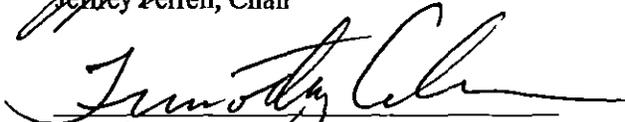
LOCAL 1953
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS



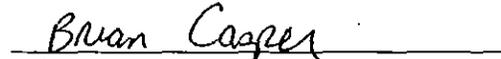
Jeffrey Ferrell, Chair



Bryan Brace, President



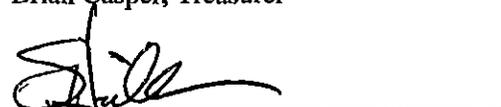
Timothy Coleman, Trustee



Brian Casper, Treasurer



James Lang, Trustee



Scott Hillman, Secretary

APPENDIX A

	Year #1 10/1/13-9/30/14 1.25%	Year #2 10/1/14-9/30/15 1.50%	Year #3 10/1/15-9/30/16 1.50%
Assistant Chief			
Annual Rate	\$62,472.35	\$63,409.44	\$64,360.58
56-Hour Rate	\$21.46	\$21.78	\$22.11
40-Hour Rate	\$30.03	\$30.48	\$30.94
Captain			
Annual Rate	\$56,793.06	\$57,644.95	\$58,509.62
56-Hour Rate	\$19.50	\$19.79	\$20.09
40-Hour Rate	\$27.30	\$27.71	\$28.13
Lieutenant/Inspector			
Annual Rate	\$51,630.06	\$52,404.51	\$53,190.58
56-Hour Rate	\$17.73	\$18.00	\$18.27
40-Hour Rate	\$24.82	\$25.19	\$25.57
Class A			
Annual Rate	\$46,936.40	\$47,640.45	\$48,355.06
56-Hour Rate	\$16.12	\$16.36	\$16.61
40-Hour Rate	\$22.57	\$22.91	\$23.25
Class B			
Annual Rate	\$42,242.78	\$42,876.42	\$43,519.57
56-Hour Rate	\$14.51	\$14.73	\$14.95
40-Hour Rate	\$20.31	\$20.61	\$20.92
Class C-1			
Annual Rate	\$38,018.48	\$38,588.76	\$39,167.59
56-Hour Rate	\$13.05	\$13.25	\$13.45
40-Hour Rate	\$18.28	\$18.55	\$18.83
Class C-2			
Annual Rate	\$34,216.63	\$34,729.88	\$35,250.83
56-Hour Rate	\$11.76	\$11.94	\$12.12
40-Hour Rate	\$16.45	\$16.70	\$16.95
Paramedic Bonus	\$900.00	\$950.00	\$1,000.00
Signing Bonus	\$250.00		

APPENDIX B

AUTHORIZATION TO DEDUCT DUES FROM SALARY

TO: Perkins Township Board of Trustees
c/o Fiscal Officer
Sandusky, Ohio 44870

1. I hereby authorize the Township to deduct from my salary and to pay to IAFF Local 1953 the sum of \$ _____ twice each month as and for my monthly dues, commencing _____.

DATE: _____

SIGNED: _____

2. I hereby revoke the authorization aforesaid, commencing _____.

DATE: _____

SIGNED: _____

cc: IAFF LOCAL 1953