



Agreement Between

Perry Joint Fire District

And

Perry Firefighter's Local 3003

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Perry Joint Fire District Board, hereinafter referred to as the "Employer" and the International Association of Firefighters, Local 3003, AFL-CIO, hereinafter referred to as the "Union".

1.02 In the event the Perry Joint Fire District is dissolved or abolished and Fire Department operations are managed solely and exclusively by Perry Township, Perry Village or North Perry Village, then this Agreement shall be binding upon Perry Township, Perry Village or North Perry Village, the entity which has exclusive control over Fire Department operations. If Perry Township, Perry Village or North Perry Village incorporate into a city or village, this contract will be binding until the expiration date set forth herein.

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

ARTICLE 2

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of Perry Township, Perry Village and North Perry Village; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of the matters of mutual interest by means of amicable discussion.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraphs, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, and/or transfer work processes and facilities; 13) transfer or subcontract work; and 14) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in the regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4

RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of Fire Fighter, Fire Lieutenant and Shift Captain, excluding all part-time, seasonal, temporary and probationary employees, Executive Captain and the Fire Chief. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

4.02 Should new classifications or ranks be created within the full time structure of the Fire Department, the parties shall immediately negotiate the inclusion or exclusion of said rank in the bargaining unit. Should the parties fail to reach agreement, the parties shall mutually submit a Petition for Unit Clarification to the State Employment Relations Board for resolution.

ARTICLE 5

NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, marital status, union membership, or non-membership, age, sex or handicap.

5.02 The Union expressly agrees that the membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 6

DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct regular Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from each paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

6.02 Fair-share deductions for new employees in the Fire Department will be made from the new employees first paycheck. The Employer will provide the Union with a list of employees from whom dues or fair-share deductions are made.

6.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

6.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

6.05 In any given calendar year, any member of the bargaining unit who has elected to become a member of IAFF Local 3003, shall remain a member of the Union for the balance of that calendar year. Should the employee desire to discontinue membership for the subsequent calendar year, said employee shall notify both the Union and the District Clerk no later than December 1st. Should an employee fail to do so, his membership shall continue for the subsequent calendar year.

6.06 The union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the District at least 30 days prior to the effective date of the change, which shall be the first full pay period following January 1st of each year.

6.07 In the alternative to membership, the employee shall execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and , thereafter, a monthly fair-share fee equal to the regular monthly union dues; or in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction form as furnished by the Union, and thereby pay sums equal to union dues, initiation fees, or service fees to only the (1) International Association of Fire Fighters Burn Foundation; (2) Special Olympics; (3) Muscular Dystrophy Association.

ARTICLE 7

NO-STRIKE

7.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, workstoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, workstoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

7.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer. If a grievance is filed by a member of the bargaining unit for discipline imposed for a violation of the Article, the sole question to be resolved before the Arbitrator in any subsequent grievance arbitration, shall be whether or not the member factually engaged in conduct violative of this Article. Should the employee be found guilty of same, such discipline imposed by the Employer shall stand unaltered.

ARTICLE 8

DISCIPLINARY PROCEDURE

8.01 The Fire Chief, in his discretion, may discipline any member or employee of the Fire Department for just cause. He shall report suspensions or reduction to the Perry Joint Fire District Board

8.02 Within ten (10) days after the Chief has filed his written report with the Perry Joint Fire District Board, an employee who has been the recipient of disciplinary action may file a written request for hearing before the Perry Joint Fire District Board. The same shall be granted if timely filed. The hearing shall be held promptly thereafter. Upon completion of the hearing, the Perry Joint Fire District Board may take as such action as they, in their sole discretion, deem necessary and proper. The Perry Joint Fire District Board shall furnish such employee with a copy of their findings and order.

8.03 The employee and the Union shall be entitled to a copy of the transcript or other official record from the hearing at reasonable cost. Should the discipline be based in whole or in part on the employee's personnel file, a complete copy of same shall be provided the employee.

8.04 It is agreed that the Fire Department has the right to discipline employees for just cause. Disciplinary matters shall be subject to the grievance procedures. Probationary employees who have not been appointed as a permanent employee shall not have a right to file a grievance.

8.05 During the term of this Agreement, all complaints, reprimands, or other records of disciplinary action against each employee which are reduced to writing and placed in his or her personnel file, shall be duplicated and a copy sent to the employee.

8.06 After a period of 12 months without disciplinary action, an employee's personnel file shall be purged of all references to prior disciplinary warnings or written reprimands that required no actions other than that warning or reprimand. All disciplinary action that required additional discipline or outside counseling will remain in the employee's file for a period of time as determined by the labor management committee on a case by case review.

ARTICLE 9

WORKING HOURS

9.01 The regular work week for the employees, except those individuals required to work a different work week by the Fire Chief, shall average 50.9 hours per week for the duration of the contract. If an employee is assigned to a regular work week that averages less than 50.9 hours, either on a temporary or permanent basis, such employee's compensation and benefits shall not be reduced. This section shall not be construed as a guaranteed minimum or maximum number of hours of work per day or per week that may be required. Every two (2) weeks, personnel will receive 101.8 hours pay. They would have to select a Reduction Day for a total of eleven (11) per year. Personnel will schedule only one (1) Reduction Day per month for a maximum of eleven (11) out of the 12 months per year. Overtime will be paid every two (2) weeks for any time over a regular scheduled shift day. At the end of this agreement the employers agrees to enter into negotiations with the union for the purpose of wage increases.

9.02 It is agreed that there will be no reduction in annual salary should an employee be transferred from a 50.9 hour work week to a lesser hour work week by the Fire Chief.

9.03 Employees shall normally work 24-hour shifts with 48 hours off, provided that the Fire Chief, in his sole discretion, may change the work hours in the event of an emergency.

9.04 Reduction Days would be scheduled from October 1 to October 31 for the following year on a seniority basis. All shift personnel will have to have all their Reduction Days scheduled for the entire upcoming year by the end of October. If your Reduction Days are not completely scheduled by the end of October, the Chief will schedule your Reduction Days for you for the upcoming year. There will only be one (1) officer allowed to schedule off per shift. The employee will only sign up for one reduction day a month, there will be no "stacking" of reduction days. The Chief highly recommends all shift personnel sit down together, as a shift, to work these days out all at once. All fulltime personnel that are on a 50.9hr work week (11 reduction days) will select which day of the week will be their assigned reduction day. Senior personnel will have first choice on which day they would like, and proceed in order of seniority.

9.05 Upon submission of medical documentation that an employee is unable to temporarily perform fire fighting duties due to an injury or illness, the Fire Chief may provide, at the employees request, light duty. Light duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Department. The light duty positions shall be in Fire Prevention, Training Division, or other divisions of the Fire Department as selected by the Chief of the Department, assisting the Training Officer, assisting the Supply Officer and performing other similar tasks involved in the ordinary course of business of the Fire Department. See Article XLIX – Transitional Work Program.

9.06 The light duty work shall be performed on a five (5) day, eight (8) hour per day basis, Monday through Friday, during normal business hours. Any employee unable to work eight (8) hours per day will use sick time for the remaining hours. A person's salary while on light duty shall not be less than that which he would have received had he continued to perform the regular and ordinary duties assigned to him prior to the injury or disability.

9.07 Once an employee has been medically certified as fit for duty, that employee will be returned to the position and shift to which the employee was assigned prior to the temporary disability, unless in the interim the employee has been promoted.

9.08 The Fire Chief may, at regular intervals, require written proof of continuing disability from the employee's physician and, in some instances, may require an examination of the employee by a physician of the Fire Chiefs choice to determine the extent and probable duration of the disability. Such examination will be at the Districts expense. If it is determined by such examination that the employee is physically able to return to active full time employment, the Fire Chief shall promptly direct the employee to return to work on the next Monday following the conclusion of the examination. Failure by the employee to return to work as directed will be considered as voluntary termination, unless an appeal is filed with the Fire Chief not later than the third regular business day after the notice to return to work is received. If an appeal is filed, the employee has fourteen calendar days to file a third physicians report with the Fire Chief. The cost of such third opinion shall be paid by the employer and the union with all fees shared equally. The third physicians opinion will be final and not appealable.

9.09 Fitness for duty; in cases where the Fire Chief feels an employee is unable to perform the essential elements of his/her position defined as not being able to assist or perform such tasks as is required for the safe operation of the functions of the Fire/EMS service. To determine a lack of performance level, the Chief or his officers and/or peers who are members of this bargaining unit would observe such performance and report same to the Chief for determination. A member of the bargaining unit shall be chosen to represent the union member who is affected. They may have a meeting with the Chief to determine if reason given is legitimate. The parties agree that the Fire Department's current physical fitness procedure will be used as a baseline for determination, if necessary, of the employees "fitness for duty".

ARTICLE 10

OVERTIME

10.01 Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked in excess of their regularly scheduled shift day.

10.02 Any employee called into work, when such time does not abut his regularly scheduled shift, or ordered in for shift coverage, shall be compensated at a minimum of three (3) hours, at one and one-half (1-1/2) times his regular hourly rate.

10.03 Employees may receive compensatory time off in lieu of overtime compensation, not to exceed four hundred (400) hours, upon approval of the Employer. Accrued compensatory time off may be taken upon approval of the Employer within a reasonable period after requesting same if the use of the compensatory time off does not unduly disrupt the operations of the Employer. Any such employee who has accrued four hundred (400) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

10.04 Full time staffing levels shall not fall below four (4) full time members on shift. When manning levels fall below four (4) full time bargaining unit members, off duty bargaining unit members shall be called in to maintain the staffing level to four (4).

10.05 Employees may request to be paid for time from thier comp. time bank, by filling out a "Accrued Comp Time Request" form. All requests will be paid out along with usual pay dates. When requesting less than 40 hrs. the request must be submitted no later then 17:00 hrs. the friday one week prior to a pay date. Requests for pay out of 40 hrs. or more must be submitted no later then 17:00 hrs. friday three weeks prior to the pay date it is to be paid.

10.06 When an employee is mandated by the fire chief or his designee to participate in manditory training, the employee will be paid his hourly rate at time and a half. This does not include any required training by the State of Ohio for certifications that you may hold. All fulltime firefighters for the district will be paid thier regular rate of pay while attending any outside training that is not mandatory.

ARTICLE 11

HOLIDAYS

11.01 The following days shall be designated as holidays:

New Year's Day	Columbus Day
Memorial Day	Veteran's Day
July 4 th	Thanksgiving Day
Labor Day	Christmas Day

11.02 Employees regularly scheduled off on a designated holiday may request to work that day, subject to approval of the Fire Chief. All employees working on the above designated holidays will be paid at one and one half (1-1/2) their regular hourly rate.

11.03 All employees shall receive eight (8) 24 hour holidays, which may be taken in 24 or 12- hour increments. The employee shall designate the days he wishes to take off between December 1st and December 31st of the current year for choice in the upcoming year. The chosen days shall be subject to the advance approval of the Fire Chief as to when and how they may be taken provided that the election to take the time off will not create an overtime situation. This provision is not applicable where the overtime is created by the use of sick leave or in the event of an emergency. Selection of days taken off in lieu of holidays shall be on a seniority basis. In the event an employee's employment with the Employer is terminated for any reason and said employee has taken time off in lieu of holidays which have not yet occurred during the calendar year, then an adjustment shall be made so as to deduct the holiday pay received in advance of the holiday from any compensation or benefits due said employee at termination. All holidays will be scheduled for the year. There will only be one (1) officer allowed to schedule off per shift, with the exception of the following four (4) major holidays: New Year's Day; July 4th; Thanksgiving Day and Christmas Day; when the Chief will allow two (2) officers off on the same day. A 30 day notice must be given before they can be sold back. Chief encourages all shift personnel to sit down and schedule out the holidays for the upcoming year. The entire shift must have their entire holidays scheduled within that time frame.

11.04 All employees shall be allowed to roll over up to 72 hours per year of unused Holiday and Vacation time (for a total of 72 combined Holiday and Vacation) into the next calendar year upon the employee's written request.

11.05 The employee may choose to request , in writing, to place his/her unused holiday time hours into his comp bank at the end of the year.

ARTICLE 12

VACATION LEAVE

12.01 Employees shall accrue vacation in accordance with the following schedule:

Upon completion of:

1 through 5 years	5 - 24 hour tours of duty
6 through 10 years	7 - 24 hour tours of duty
11 through 15 years	10 - 24 hour tours of duty
16 through 25 years	12 - 24 hour tours of duty

12.02 Selection of vacations shall be on a seniority basis.. The employee's selection shall be either approved or denied by the Fire Chief within thirty (30) days of receipt. Employee's vacation requests shall be submitted between November 1 and November 30 of the current year for choice in the upcoming year. There will only be one (1) officer allowed to schedule off per shift, with the exception of the following four (4) major holidays: New Year's Day; July 4th, Thanksgiving Day; Christmas Day; when the Chief will allow two (2) officers off on the same day. Chief encourages all shift personnel to sit down and schedule out the vacation days for the upcoming year. The entire shift must have their entire vacation time scheduled within that time frame. Denial shall be for reasons of manpower shortages or other unusual operations conditions. Such denial shall be made in writing to the employee. After an employee's vacation has been approved, it may be changed only by mutual consent. Should vacation time be available, it may be taken at times approved by the Fire Chief.

12.03 All employees shall be allowed to roll over up to 72 hours per year of unused Holiday and Vacation time (for a total of 72 combined Holiday and Vacation) into the next calendar year upon the employee's written request.

12.04 For purposes of vacation accrual only, each four (4) years of part-time service shall be converted to one (1) year of full-time service. Any employee who has worked three (3) full years, and part of the fourth, shall be construed as having worked four (4) full years, for purpose of this Article.

ARTICLE 13

SICK LEAVE

13.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

13.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than one hundred fifty (156) hours in any calendar year.

13.03 An employee who is to be absent on sick leave shall notify the Shift Commander of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent.

13.04 Sick leave may be used in hour-for-hour segments during an employee's tour of duty.

13.05 Before an absence in excess of two (2) consecutive twenty-four (24) hour shifts may be charged against accumulated sick leave, the Employer will require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer.

13.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon investigation, the Fire Chief, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Fire Chief's sole discretion, be considered an unauthorized leave and shall be without pay.

13.07 Any abuse of patterned use of sick leave shall be just and sufficient cause for disciplinary action.

13.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

13.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, or dependents actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, grandfather, grandmother, grandchild, mother in law and father in law.

13.10 Upon the normal retirement, disability retirement or death of an employee, such employee (or the employees estate and /or spouse in case of death), who is qualified for retirement benefits from a State of Ohio Public Employees Retirement System, and the State of Ohio Police and Fire Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (50%) the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer, providing that such resulting number of hours to be paid shall not exceed 800 hours, for 15 to 25 years of continuous employment, 950 hours for 25 + years of continuous employment. In the event that an employee suffers a LODD the employee's spouse and or estate shall be entitled to receive 50% of his/her unused sick time up to a maximum of 1000hrs. The employee's spouse and or estate shall also receive all of his/her unused vacation, holiday and comp time in there full amounts.

ARTICLE 14

FUNERAL LEAVE

14.01 An employee who regularly works an average work week of fifty two (52) hours shall be entitled to a maximum personal leave of (1) twenty-four (24) hour tour of duty off, including schedule tours off for the death of a member or members of the employee's "family". Such time off must be taken within seven (7) days of the date of death. For the purpose of this Article, the employee's "family" shall be defined as the employee's spouse, child, step-child, mother, father, sister, brother, grandfather, grandmother, grandchild, mother-in-law and father-in-law.

ARTICLE 15

INJURY LEAVE

15.01 When an employee is injured in the line of duty while working for the employer, he shall be eligible for paid leave, not to exceed 180 calendar days from the injury date, provided that he files for Workers' Compensation and signs a waiver assigning to the employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this article. Such leave shall commence immediately upon injury. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the employer.

15.02 If at the end of the 180 calendar day period if the employee is still disabled, the leave may be, at the employer's discretion, be extended an additional 90 days. If, at the end of the additional 90 days, the employee is still not able to return to work, the employer shall have the right to require the employee to have a physical exam by a physician appointed and paid for by the employer, resulting in the physician's certification that the employee is unable to return to work due to the injury, said employee may or may not be placed on worker compensation pay and continuous salary pay may stop, at the employer's discretion.

If the employee fails to report any injury received while on duty within 72 hours of the injury, the employee may be subject to denial of any salary continuation. During the period of injury leave the employee shall retain all privileges of seniority, time in grade and position relative to promotional opportunities.

15.03 If the employer's doctor and the employee's doctor do not agree on the condition of the employee, the employer and the union agree to split the cost of a third doctor. If the third doctor agrees with the employer's doctor, the employee will be placed on workers compensation, and pay continuation will stop or the employee can return to duty. If the third doctor agrees with the employee's doctor, the employee will be given up to an additional 90 days of leave with salary pay continuation.

15.04 Due to the hazard of blood borne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents and as a result of the State of Ohio Workers Compensation Plan not allowing a Workers' Compensation claim for exposure only, the Perry Joint Fire District agrees to pay for any and all testing necessary to determine if an infectious disease has been contracted and immediate treatment. If an infectious disease has been contracted due to a work-related incident exposure, the claim will then be submitted to the Ohio Bureau of Workers' Compensation for determination of allowance and subsequent benefits.

15.05 If an employee refuses to return to work for light duty, he/she shall not receive any pay continuation, and shall be placed on Workers Compensation until he/she returns to full duty.

ARTICLE 16

HEALTH INSURANCE BENEFITS

16.01 The Employer agrees to maintain the current health care coverage that went into effect January 1, 2014. An insurance committee with two (2) representatives appointed by the Union and two (2) representatives appointed by the Fire Board shall convene at least 60 days prior to the renewal and/or the expiration of the healthcare coverage, and explore cost containment measures of the health insurance plan. The committee will meet and make recommendations on any possible replacement options, including any plan and benefit changes and employee co-pays to the Fire District Board, no later than 15 days prior to the renewal or expiration date of the healthcare coverage. The employer shall retain the right to select a plan with reduced benefits and/or increased deductibles to maintain cost so that the cost of healthcare for the district for 2015, 2016, 2017, is maintained within the 2014 rates. This process will be continued for all three (3) years of the contract. The Board agrees to discuss, any reductions in healthcare cost below the 2014 expenditures, possibly be placed in an employees HSA. The cost of health insurance for 2015, 2016 and 2017 shall not include any contributions that was made by the employer to the employee's HSA in 2014.

16.02 The Employer shall maintain a life insurance policy in the amount of \$100,000.00 for each employee.

ARTICLE 17

ACCIDENTAL DEATH BENEFIT INSURANCE

17.01 The Employer agrees, to the extent that the Perry Joint Fire District maintains membership in the group insurance plan. To pay the full premium of an additional death benefit insurance policy in the amount of \$50,000.00.

ARTICLE 18

PROFESSIONAL LIABILITY INSURANCE

18.01 The Employer agrees to maintain, for the duration of the Agreement, the liability insurance policy currently in effect.

ARTICLE 19

LEAVE OF ABSENCE WITHOUT PAY

19.01 Non-probationary employees may be granted a leave of absence without pay, upon the approval of the Employer, and for good cause shown for a period not to exceed thirty (30) days per calendar year. For purposes of this Section, good cause does not include employment with another fire department or searching for a job with another fire department

19.02 Such leaves of absence may be extended at the sole discretion of the Employer, but in no case will any employee be permitted to exceed ninety (90) days of continuous leave under this Article in any one calendar year.

19.03 Employees on such approved leave of absence for thirty (30) calendar days or less, shall have their hospitalization and other insurance benefits continued in force by the Employer during the thirty (30) day period of time.

19.04 No employee on an approved leave of absence for more than thirty (30) days in a calendar year shall have hospitalization or benefits paid by the District, except for military service as stated in 19.06. The employee must reimburse the District prior to the thirtieth day of leave for premiums necessary to continue the employee's hospitalization or other insurance benefits for the time exceeding the thirty (30) days per calendar year.

19.05 An employee who uses a leave of absence without pay for purposes other than the reason for which the leave was granted, shall be subject to disciplinary action.

19.06 Employees may be granted a leave of absence, upon approval of the Employer and for good cause shown, (two week section removed) for the purpose of military service in the armed forces of the United States. Employees shall make such requests in writing to the Fire Chief and shall include documents verifying the required military service. Such leaves of absence shall be with pay after reduction for pay received from the military service for said leave period and with hospitalization or other insurance benefits.

ARTICLE 20

UNION BUSINESS

20.01 Upon written request to the Fire Chief, the Union President or his designee shall be granted up to (96) hours paid leave, per calendar year, for the purpose of transacting Union business. Union Business shall be defined as related activities such as conventions, seminars, or the performance of an OAPFF, IAFF, or AFL-CIO held office. Union Officers needing such leave shall notify the Fire Chief as soon as he becomes knowledgeable of such need, and will convey same in writing to the Fire Chief. No more than two bargaining unit person shall be on such leave at any one time.

20.02 The Union President or designee shall be granted an unpaid leave of absence upon request to attend Union Conventions or similar functions as defined in section 20.01. Such leave shall not exceed two 24hr. tours of duty per calender year for employees who regularly work an average work week of fifty two (50.9) hours, and shall be subject to the same provisions as "paid" Union leave in Section 20.01.

ARTICLE 21

LABOR-MANAGEMENT COMMITTEE

21.01 There shall be a Labor-Management Committee consisting of two (2) Union representatives, the Fire Chief and the Chairman of the Perry Joint Fire District Board or his designee. The Committee shall meet on the request of either party, within seven (7) days of receipt of such request, as otherwise mutually agreed on to discuss matters of mutual interest or concern. The Committee may make recommendations for the improvement of the efficiency of the Fire Department; the working conditions associated with the same; or any matters concerning safety in the workplace.

ARTICLE 22

SAFETY AND HEALTH

22.01 The employer agrees to provide such standards of safety and health in the Fire Department sufficient to eliminate as much as possible, accidents, deaths, injuries and illnesses, related to the Fire Service.

ARTICLE 23

DRUG TESTING

23.01 The procedures outlined in this Article for drug and alcohol testing shall be covered by all other applicable articles of the labor agreement between the Perry Joint Fire District and the Perry Township Fire Fighters Local 3003, IAFF.

23.02 Policy: The Perry Joint Fire District Board and the Perry Joint Fire District Fire Fighters, Local 3003, IAFF, recognizes that drug use by employees would be a threat to the public welfare and the safety of the department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

23.03 Informing Employee About Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. Disciplinary action will not normally be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete the rehabilitation program successfully, again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program, or as otherwise set forth herein.

23.04 Drug screening/testing shall be conducted at times of pre-employment, annual physical, and upon reasonable suspicion. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be solely upon the test results.

23.05 All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy information of any positive initial screening.

23.06 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Sections 3719.02 and 4729.02 O.R.C. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmation test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests.

23.07 Upon findings of the positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completing of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

23.08 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program or rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, cost of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

23.09 No drug testing shall be conducted without the authorization of the Employer. If the Employer orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

23.10 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

23.11 Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same matter that any other Employer action under the terms of this agreement is grievable.

23.12 Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administrations of the drug and alcohol testing program.

23.13 Changes in Testing Procedure: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the Grievance Procedures of the Contract.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM (EAP)

24.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonable practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined or discharged.

24.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

24.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's rights to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE 25

PROBATIONARY PERIOD

25.01 All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any appeal or grievance procedure contained herein.

25.02 If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 25.01, above.

25.03 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the discretion to demote such employee(s) to his previous position for just cause.

25.04 All new employees covered by this agreement will be forwarded 156hrs of sick time during their first year. At the conclusion of the first year of employment the employee will earn sick time according to the union contract. If the employee leaves before his first year, he/she shall not be entitled to any buy back from the employer. At the end of the employees first year, he/she shall start earning sick time at the agreed amount stated in this agreement

ARTICLE 26

SENIORITY

26.01 Seniority shall be defined as an employee's uninterrupted length of continuous, full-time employment with the Employer, in the Fire Department. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at such time said probationary period will be added to his total length of continuous service.

26.02 An employee's seniority shall be terminated when one or more of the following occur: (a) He resigns; (b) he is discharged for just cause; (c) he is laid off for a period exceeding twenty-four (24) months; (d) he retires; (e) he fails to report for work for more than one (1) twenty-four (24) hour tour of duty for employees who regularly work an average work week of fifty two (52) hours without having given the Employer advance notice of his pending absence; (f) he becomes unable to perform the material and substantial duties of his job due to illness or injury, and is unable to return to work upon the expiration of any leave applicable to him; (g) he refuses a recall or fails to report for work within five (5) calendar days from the date the employee receives recall notice by certified mail.

26.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined first by their test scores. If test scores are tied, seniority shall be determined by their application date.

ARTICLE 27

LAY-OFF AND RECALL

27.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines that it is necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth, herein, below.

27.02 Employees within the effective job classification shall be laid off according to their departmental seniority with the least senior being laid off first.

27.03 Employees who are laid off from one job classification may displace (bump) another employee with lesser seniority in an equal or lower job classification within the department.

27.04 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the condition that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump).

27.05 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his right to recall for 24 months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return receipt requested. An employee who refuses recall and does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer. The employee must pass a complete physical and have maintained all necessary certifications of job performance. Part-time and seasonal personnel will be laid off first.

27.06 Employees scheduled for lay-offs shall be given a minimum of 30 calendar days advance notice of the lay-off.

27.07 In the event of a lay-off, a more senior employee may take a voluntary lay-off in lieu of an employee with lesser seniority, provided, however, that the employees are of the same job classification and such voluntary lay-off is approved, in writing, by the Perry Joint Fire District Board.

ARTICLE 28

TUITION REIMBURSEMENT

28.01 The Employer agrees to reimburse employees for all costs incurred for books, fees, and tuition for approved courses related to fire service degrees. Said courses must be approved in advance by the Fire Chief and be within the policy and direction of the Employer. Requests for prior approval shall be made in writing on forms prescribed by the Employer.

28.02 Mileage, meals, lodging or any other expenses directly related to the successful and acceptable completion of a prior approved course, shall be paid upon submission of supporting receipts and documentation. If said course or courses are attended during the employee's regularly scheduled tour of duty, then said employee shall be paid for that regular tour of duty. In that event, an employee's method of transportation to and from said course or courses shall be at the discretion of the Fire Chief.

28.03 To be eligible for the reimbursement set forth in paragraph .01, above, the employee must attain a passing grade of "C" or better. Should the employee not attain a passing grade of "C" or better, any and all expenses incurred shall be borne by the employee.

28.04 All employees with an associates college degree in Fire Science will receive an annual stipend of \$1000.00.

ARTICLE 29

WAGES

29.01 Effective April 1, 2014, all full time employees shall receive a 0% wage increase in accordance with the following schedule, for the duration of the bargaining agreement:

<u>Grade</u>	<u>Fire Fighter</u>		<u>Lieutenant</u>	
	Annual – Hourly		Annual – Hourly	
Entry	55,677	21.03	65,645	24.79
1 yrs.	58,988	22.28	67,356	25.44
2 yrs	60,401	22.81	68,769	25.97
3 yrs	61,815	23.34	70,145	26.49
4 yrs	63,227	23.88	70,852	26.76
5 yrs	64,640	24.41	71,857	27.14

29.02 Effective April 1, 2015, all full time employees shall receive a 1% wage increase in accordance with the following schedule, for the duration of the bargaining agreement.

<u>Grade</u>	<u>Firefighter</u>		<u>Lieutenant</u>	
	Annual – Hourly		Annual – Hourly	
Entry	56,234	21.24	66,301	25.04
1 yrs	59,578	22.50	68,030	25.69
2 yrs	61,005	23.04	69,457	26.23
3 yrs	62,433	23.58	70,846	26.75
4 yrs	63,859	24.12	71,561	27.02
5 yrs	65,286	24.65	72,576	27.41

29.03 Effective April 1, 2016, all full time employees shall receive a 1.5 % wage increase in accordance with the following schedule, for the duration of the bargaining agreement.

<u>Grade</u>	<u>Firefighter</u>		<u>Lieutenant</u>	
	Annual – Hourly		Annual – Hourly	
Entry	57,077	21.55	67,296	25.41
1 yrs	60,472	22.84	69,050	26.08
2 yrs	61,920	23.38	70,499	26.62
3 yrs	63,370	23.93	71,909	27.16
4 yrs	64,817	24.48	72,634	27.43
5 yrs	66,266	25.02	73,664	27.82

29.04 All full-time employees will be awarded longevity payments at the rate of one hundred (\$100.00) dollars for each year of full-time service commencing on the employee's sixth year (6th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of six hundred (\$600.00) dollars which will be paid in a lump sum in the first pay period following the employee's anniversary date. Employees with more than six (6) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and below listed longevity schedule:

6 yr Anni. 600.00	7 yr Anni. 700.00	8 yr Anni. 800.00	9 yr Anni. 900.00
10 yr Anni. 1000.00	11 yr Anni. 1100.00	12 yr Anni. 1200.00	13 yr Anni. 1300.00
14 yr Anni. 1400.00	15 yr Anni. 1500.00	16 yr Anni. 1600.00	17 yr Anni. 1700.00
18 yr Anni. 1800.00	19 yr Anni. 1900.00	20 yr Anni. 2000.00	21 yr Anni. 2100.00
22 yr Anni. 2200.00	23 yr Anni. 2300.00	24 yr Anni. 2400.00	25 yr Anni. 2500.00

29.05 Any employee who retires after 25yrs with the employer shall be able to sell back to the employer any unused sick time 50% or up to 950hrs, unused vacation time up to 288hrs plus any carry over from previous year, unused comp time up to 400hrs, and any unused holiday time up to the date of retirement and any carry over from the previous year. If the employee retires after his anniversary date he shall also receive his allotted longevity pay as well.

ARTICLE 30

CLOTHING AND UNIFORM ALLOWANCE

30.01 Shift 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) pair of dress shoes;
- b. Five (5) short sleeve shirts (type as determined by Chief);
- c. Five (5) pair of pants (type as determined by Chief);
- d. One (1) belt;
- e. One (1) neck tie;
- f. One (1) 3/4 length winter duty coat;
- g. One (1) pair of coveralls;
- h. One (1) dress hat;
- i. Three (3) tee shirts;
- j. One (1) sweat shirt;
- k. One (1) pair of work boots;
- l. One (1) dress blouse; and,
- m. Necessary emblems.

In addition, Officers receive:

- a. One (1) long sleeve white shirt;
- b. One (1) short sleeve white shirt; and,
- c. One (1) pair dress trousers.

This will constitute the working uniform of the Perry Joint Fire District Firefighters.

30.02 The Employer shall replace or repair safety equipment and uniforms which are damaged in the line of duty or when the Employer approves the replacement when worn out. An employee, prior to the end of his tour of duty when the damage occurred, shall file a written report with his Shift Commander detailing all damage to safety equipment and uniforms and how it occurred in order to establish that said damage was caused in the line of duty. The filing of said report is a prerequisite for the Employer's replacement or repair of damaged equipment and uniforms. If said report is not filed as required herein, then it shall be the employee's responsibility to replace or repair the damaged equipment and uniforms.

ARTICLE 31

PARAMEDIC PAY

31.01 Effective April 1, 2014 each full-time employee who has obtained and maintains as current, paramedic certification, shall receive a monthly stipend of \$141.66, not to exceed \$1,700.00 annually. In order to receive stipend pay a paramedic must have the required amount of con-ed as (minimum of 30 hours per year) required by the State Of Ohio.

31.02 Any employee holding the certification of Paramedic that has worked for the Perry Joint Fire District for a period greater than that of 15 years, may put in writing a request to drop his or her certification level down to that of a EMT or EMT-I to the Chief of the department. The Chief will approve all request that do not create a hardship on the department in providing proper emergency medical care to the community. Unless there is a special medical condition that prohibits them from functioning as a Paramedic, they may submit, in writing, after 15 years to relinquish their paramedic certification back to an EMT-A or EMT-I. Only if we have sufficient paramedic coverage on each shift will the Fire Chief take relinquishment into consideration.

31.03 Effective April 1, 2014 each full-time employee who has obtained and maintains a current EMT-I certification, shall receive a annual stipend of \$500.00.

31.04 Effective April 1, 2014 each full-time employee who has obtained and maintains a current Paramedic Instructor certification, shall receive a monthly stipend of \$25.00, not to exceed \$300.00 annually, in addition to their \$1700.00 paramedic stipend. In order to receive stipend pay a paramedic must have the required amount of con-ed as (minimum of 30 hours per year) required by the State Of Ohio.

ARTICLE 32

CONFORMITY TO LAW

32.01 This Agreement shall be subject to and subordinate to any applicable present and future Federal, State and Local laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

32.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of the Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of the Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 33

TOTAL AGREEMENT

33.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

ARTICLE 34

OBLIGATION TO NEGOTIATE

34.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement.

34.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of both of the parties at the time they bargained/negotiated and signed this Agreement.

ARTICLE 35

GENDER AND PLURAL

35.01 Whenever the context so required, the use of words herein in the singular shall be construed to include plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 36

HEADINGS

36.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 37

LEGISLATIVE APPROVAL

37.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 38

DURATION

38.01 This Agreement shall become effective at 12:01 a.m. in April 1, 2014 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, March 31, 2017. The parties acknowledge and represent negotiation for any new agreement which becomes effective after midnight March 31, 2017, shall commence at least ninety(90) days prior to the expiration of this Agreement.

ARTICLE 39

GRIEVANCE PROCEDURE

39.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

39.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of the specific and express written provision of the Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees or union representative within the bargaining unit actually filing a grievance.
- c) Party in Interest - a "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

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

- a) Except at Step 1, all grievances should include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employee-wide controversy, it may be submitted at Step 3.
- d) Investigations done while on duty will not interfere with normal operations of the fire department.

- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and saving said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings. Failure on the part of the Union to file a grievance shall not preclude the filing of a grievance on the same or similar circumstances at a later date.

- f) The grievant may choose whomever he wishes to represent him at any step of the Grievance Procedure. However, the expense of a representative not approved by the Union shall be borne by the grievant.

- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

- h) This procedure shall be available for disputes concerning any type of discipline. Discipline that does not entail monetary loss to the employee may be grieved. However grievances of disciplinary action that is not monetary shall not be remedied through the arbitration procedure contained herein. An employee subject to discipline that is not monetary, who is not satisfied at step 3 of this procedure, may submit a letter of rebuttal of the employer's decision and have it placed in his/her personal file along with the notice of discipline.

- i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

- j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

- k) Rebuttal of a disciplinary action can be placed in his/her personnel file.

39.04 All grievances shall be administered in accordance with the Grievance Procedure that are set fourth below.

Step 1: An employee who believes he may have a grievance shall notify his immediate full-time supervisor, not a member of the bargaining unit, of the possible grievance within twenty-one (21) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within twenty-one (21) days of the date of notice by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the aggrieved party's immediate full-time supervisor, not a member of the bargaining unit, within five (5) days of the informal meeting or notification of the supervisors's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the District within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Perry Joint Fire District Board or its designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Perry Joint Fire District Board shall issue a written decision to the employee, with a copy to the employee's representative, if any, within 15 days from the date of the meeting. If the grievance is not resolved in Step 4, then the grievance may proceed, at the Unions discretion to the Arbitration Procedure herein contained.

ARTICLE 40

ARBITRATION PROCEDURE

40.01 In the event a grievance is unresolved after being processed through step 4 of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision in Step 4, or a time limit default by the Employer at Step 4, the union may submit the grievance to arbitration. Within the ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members names will be stricken alternately (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

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

40.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

40.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

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

40.06 The arbitrator's decision and award will be in writing and delivered within 30 days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

40.07 The Union and the District need to check the names that are listed and determine if one or more names are needed. Those individuals placed on this list (Union striking first) until one name remains who shall then be designated as the arbitrator. Panel shall be: 1) James K. Mancini; 2) Dr. Harry Graham; 3) Nels Nelson; 4) Anna Smith; and, 5) David Pincus. Each party shall alternatively strike one name from the list of panel members

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

ARTICLE 41

RESIDENCY CLAUSE

41.01 All employees covered by this Agreement shall reside within Lake County and/or the adjoining counties of Geauga, Cuyahoga, and Ashtabula, by the end of their first year of employment.

ARTICLE 42 **PARAMEDIC COVERAGE**

42.01 During all tours of duty there will be an attempt to maintain a minimum of two (2) certified Paramedics on duty to cover the areas of Perry Township, Perry Village, and North Perry Village.

ARTICLE 43 **RULES AND REGULATION, POLICIES AND PROCEDURES**

43.01 The Union agrees that its members shall comply with all Fire Department rules and regulation, policies and procedures, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations, policies and procedures which affect working conditions and performances shall be submitted to the labor management committee for discussion and input before new departmental rules and regulations, and policies and procedures which affect working conditions and performances are implemented by the Perry Joint Fire District.

43.02 Any SOP's or SOG's the Fire Chief would present to the Officers in the Officer's Meeting and to all shift personnel, either by the Chief or the Officers. Any recommendations would be returned to the Chief and re-evaluated before any changes would be finalized and placed into our SOG and SOP books. All personnel will have an opportunity to input in this way in a timely manner. Any policies and procedures that would affect the Union would be presented to the Labor Management Committee first before the officers and personnel.

ARTICLE 44 **ACTING OFFICER IN CHARGE PAY**

44.01 There must be at least one (1) Officer in Charge every shift, with the exception of the four (4) holidays determined in Article 11.04. We will use the current officers that we have, then the Chiefs certified list, determined first by the promotional exam and second from the senior qualified firefighters. They shall receive pay of an additional \$1.00 an hour.

ARTICLE 45 **DEATH PROCEDURE**

45.01 The Death Procedures that are referenced in this agreement provide for payment of sick, vacation, holiday and comp. time to families of the deceased firefighter employed by the Perry Joint Fire District.

ARTICLE 46 **JURY DUTY**

46.01 The Perry Joint Fire District will pay any employee for time spent performing their civic duty by serving on a jury. The employee is to reimburse the Fire District with any compensation received by the court, above their salary.

ARTICLE 47

OFFICER LIST

47.01 A promotional examination may be held every two years or as needed. The Perry Joint Fire District Board shall determine the testing process after recommendation from the Fire Chief. The Perry Joint Fire District Board can extend the officer list before the two (2) year period is up for a maximum of 3 years total. The testing process may consist of a written and/or oral test and/or an assessment evaluation. Should a officers position need to be filled by promoting a firefighter and the current list is more then 3 years old a new exam will be offered to fill the position. If no officer position is open, no exam will be given.

ARTICLE 48

PERSONNEL FILE

48.01 If someone wants to access a personnel file, other than the administration staff, the person listed on the file must be given notification before access.

ARTICLE 49

TRANSITIONAL WORK PROGRAM

49.01 It is the policy of the Perry Joint Fire District to effectively manage Workers' Compensation losses and invoke cost containment measures for Workers' Compensation claims while maintaining the working status of our employees and to continue to proudly serve the community through our dedication and commitment to preserve life and property. The aim of this program is to provide employment after the onset of a work-related injury, accident or illness; allowing for reasonable accommodations and/or alternative positions within the Perry Joint Fire District based upon any restrictions established by the treating physician. Non-work related accidents, injuries or illnesses would be handled on a case-by-case basis and would not be unreasonably withheld. Transitional work is a temporary accommodation. The goal is to return all employees, if possible, to their original employment positions within the time frame of the program. If the injured employee is not able to return to his/her original position, an alternative assignment may be pursued.

ARTICLE 50

EXECUTION

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of April, 2014.

Vickey Stevens
Name: Vickey Stevens
Perry Joint Fire Dist. Perry Village

Robert Fitzgerald
Name: Robert Fitzgerald
Local 3003: President

Richard Walker
Name: Richard Walker
Perry Joint Fire Dist. Perry Village

Dominic Chiappone
Name: Dominic Chiappone
Local 3003: Vice President

Bob Dawson
Name: Bob Dawson
Perry Joint Fire Dist. Perry Twp.

Brian Gralowski
Name: Brian Gralowski
Local 3003: Committee Member

Walter Siegel
Name: Walter Siegel
Perry Joint Fire Dist. Perry Twp.

Doug Rought
Name: Doug Rought
Local 3003: Committee Member

Maureen Callahan
Name: Maureen Callahan
Perry Joint Fire Dist. North Perry

John Cumberledge
Name: John Cumberledge
Local 3003: Committee Member

Ed Klco
Name: Ed Klco
Perry Joint Fire Dist. North Perry

Dave Thorne
Name: Dave Thorne
Local 3003

ARTICLE 51

Driver's License

51.01 Each employee, as a condition of employment, shall possess and maintain in good standing, a valid Ohio Driver's License. The license shall permit him/her to operate the equipment of the District in the performance of his/her duties. The employee's failure to have and maintain a valid Ohio motor vehicle operator's license shall be subject to the disciplinary procedure herein and the Fire District Policy.