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Article 1 – Purpose

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

Article 2 – Recognition

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

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

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

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

Article 3 – Severability

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

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

Article 4 – Non-Discrimination

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

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

Article 5 – Labor Management Committee

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

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

Article 6 – Union Dues

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

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

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

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

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

Article 7 – No Strike or Lockout

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

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

Article 8 – Bulletin Boards

Section 8:1 The Employer agrees to provide space for a bulletin board in Station 1. The board shall be identified with the name of the Local and the Local may designate persons responsible therefore. The space provided for the board shall be at least 3' by 4'. All notices that appear on the Local's bulletin board shall be related to items of interest to the members. Local notices relating to the following matters may be posted to the bulletin board without the necessity of receiving the Fire Chief's or his/her designee's prior approval. This list shall include but not limited to:

- (1) Local's recreational and social affairs
- (2) Notice of Local's meetings
- (3) Local's appointments
- (4) Notice of Local's elections
- (5) Results of Local's elections
- (6) Reports of standard committees and independent arms of the Local
- (7) Legislative reports
- (8) IAFF and OAPFF newsletters, reports, memoranda and publications

Section 8:2 The Union agrees that no material may be posted on the Local's bulletin board at any time, which contains the following:

- (1) Personal attacks upon any other member or any other employee
- (2) Scandalous, scurrilous or derogatory attacks upon the administration
- (3) Attacks on and/or favorable comments regarding a candidate for public office
- (4) Any matter that violates Ohio or Federal laws

Article 9 – Mileage Reimbursement/ Expense Allowance

Section 9:1 Any employee who is required, upon prior approval of the Chief or his/her designee, to use his/her personal vehicle in the performance of the employees Township duties or for training purposes, other than transportation from his/her duty assignment, shall be reimbursed for mileage at the current IRS rate of reimbursement upon submission to the Chief or his/her designee a statement indicating the date, time and purpose of the travel and the number of miles actually driven. Any employee required by the Employer to stay overnight, outside the limits of the Township, in the performance of his/her duties, or for training purposes, shall be reimbursed for the cost of any overnight accommodation incurred and for meals, consistent with Employer's policy, rules and regulations.

Article 10 – Management Rights and Responsibilities

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

- (a) Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology and organizational structure
- (b) Direct, supervise, evaluate or hire employees
- (c) Maintain and improve efficiency and effectiveness of operations
- (d) Determine the overall methods, process, means or personnel by which operations are to be conducted
- (e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees
- (f) Determine the adequacy of the workforce
- (g) Determine the overall mission of the Department
- (h) Effectively manage the workforce
- (i) Take actions to carry out the mission of the department as a government unit

Article 11 – Probationary Period

Section 11:1 Each newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of (12) months. A probationary employee who has lost work time due to excused to illness or injury which was non work related, shall have his/her probationary period extended by the length of the absence caused by the illness or injury. A new hire employee may be terminated at any time, with just cause, during his/her probationary period and shall have no right to appeal the termination under this agreement.

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

Section 11:3 Probationary employees may be voted into the Bargaining Unit at any time after hire, at the discretion of the Bargaining Unit. Any probationary employee voted into the Bargaining Unit shall not have a grievance or arbitration rights during the pendency of his probationary period.

Article 12 – Layoff and Recall

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

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

Section 12:3 Employees who are laid off shall be placed on a recall list for a period of (36) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the Employers expense.

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

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

Section 12:6 before any Bargaining Unit member is laid off, layoffs shall be made to all Emergency Medical Responder service employees who are part-time, volunteer, seasonal or temporary. Any private contractor performing Emergency Medical Responder services shall also be dismissed prior to Bargaining Unit members being laid off. (Contract Billing services are not considered as part of the lay-off provision).

Article 13 – Communicable Diseases

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

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

Section 13:3 The Employer recognizes that employees come in contact with individuals infected with hepatitis B virus and that the employee may be at an increased risk of acquiring hepatitis B infection. All bargaining Unit members have the right to be vaccinated for the hepatitis B virus. Other medically recognized vaccinations and immunizations that become available during the term of this agreement may be supplemented herein upon agreement of the Union and Employer following a recommendation of the Labor Management Committee. Such vaccinations shall be made available, at no cost to the Bargaining Unit Member, for those employees that desire it; vaccinations shall not be mandatory. The aforementioned vaccinations shall include, but not limited to, hepatitis B and seasonal vaccinations for influenza and pneumonia. Titers for hepatitis B may be drawn for previously vaccinated individuals at the direction of a physician in lieu of additional vaccinations. Such titers may be drawn at the request of an Employee, with associated costs borne by the Employer.

Article 14 – Personnel Files

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

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

Section 14:3 All entries of a disciplinary or adverse manner shall be maintained solely in the personnel file which shall be maintained in the Offices of the Fire Chief. The affected employee shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No anonymous complaint shall become part of any Bargaining Unit member's personnel file without prior inquiry and a finding of probable cause.

Section 14:4 Records of verbal counseling/warning and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance. Any record of discipline of any kind shall cease to have force and effect twenty-four (24) months from the date of issuance provided there has been no similar offense.

Article 15 – Discipline

Section 15:1 The employment of every subject to this Agreement shall be in good behavior and efficient service. Employees shall be entitled to Union representation at any meeting or hearing that may result in disciplinary action. The Employer may take disciplinary action against any employee only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, which occur while the employee is working under the colors of the Employer or in instances where the employee's conduct violates the Employer's written rules, regulations, policies or procedures. Except in the most extreme circumstances the principles of progressive discipline shall apply. The progression shall at minimum include a verbal counseling before a written reprimand, a written reprimand before a suspension and a suspension before a dismissal for the same or related offenses. If the offenses are of serious nature, The Fire Chief may determine that a different sequence is required. Forms of disciplinary actions are:

- 1) Verbal counseling
- 2) Written reprimand
- 3) Suspension without pay; (at the option of the employee, and with the approval of the Chief or his/her designee, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of the suspension will be maintained.
- 4) Reduction in rank
- 5) Discharge

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

- 1) Appear at the hearing to present oral or written statements in his/her defense.
- 2) Appear at the hearing and have an employee, Union legal counsel or non-employee representative of the Union present oral or written statements in his/her defense.
- 3) Elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three (3) will be deemed a waiver of the employee's right to a disciplinary hearing.

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

Section 15:4 Any employee under indictment or arrested for a crime shall be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or sick time during the disciplinary leave of absence. If found not guilty or if the charges are wholly dismissed then the employee shall be credited all used time back to employee. An employee found guilty by the trial court may be discharged. The Employer shall continue to pay the employees major medical/hospitalization insurance premium during the leave of absence. All hearings conducted by the Employer relating to discipline shall be conducted pursuant to the Ohio revised Code section 121.22.

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

Section 15:6 At the disciplinary hearing, the Fire Chief or his/her designee will ask the employee or his/her representative to respond to the allegations of misconduct, which were outlined by the employee. At the hearing, the employee may present any testimony, witnesses or documents which he/she feels may be relevant to the charges. The employee shall provide a list of witnesses that he/she desires at the hearing. The employee shall provide a list of witnesses, and the name and occupation of his/her representative, if any, to the Employer as far in advance as possible, but no later than eight hours prior to the hearing. It is the employee's responsibility to notify his/her witnesses that he/she desires their attendance at the hearing.

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

Article 16 – Grievance and Arbitration Procedures

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

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

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

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

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

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

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

Step 1: Within ten (10) calendar days of the incident or knowledge of the incident (but in no case later than thirty (30) calendar days from the actual incident) which gave rise to the grievance, the aggrieved employee shall submit his/her written grievance to the Fire Chief or his/her designee, who shall indicate the date and time of receipt of the grievance, and affix his/her signature to the grievance form. The Fire Chief or his/her designee shall respond in writing to the grievant within seven (7) calendar

days of receipt of the grievance. The grievant may, at his/her option, be represented by a representative of the Union at any hearing or hearings held at this level.

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

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

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

- 1) The federal mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators.
- 2) The FMCS shall submit a panel list of seven (7) arbitrators.
- 3) The parties shall alternatively strike the names of the arbitrators until only one name remains.
- 4) Either party may once reject the list and request from the FMCS another list of seven (7) arbitrators.
- 5) The arbitrator shall either reside or maintain an office the state of Ohio.

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

- 1) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.
- 2) Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy or regulations do not conflict with this Agreement.

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

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

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

Article 17 – Hours of Work/Work Periods

Section 17:1 Employees designated as Shift shall have a work week of fifty-three (53) hours per week. The work week shall constitute of twenty-four (24) hours of consecutive duty and forty-eight (48) consecutive off duty. Starting time shall begin at 0700 hours and continue for twenty-four (24) consecutive hours ending at 0700 hours. Normal work schedule shall be on a nineteen (19) day shift cycle and shall include one (1) "EDO" (57 calendar days per cycle). The EDO schedule shall be distributed to all members of the Bargaining Unit by January 30 for the current year. EDO's may be rescheduled to any day within that 57 calendar day cycle, with the approval of the Chief whose approval shall not be unreasonably withheld.

Section 17:2 EDO's shall not be rescheduled during vacation bid time, from January 1st to January 31st.

Section 17:3 In lieu of taking an "EDO", the Employee may cash out up to three (3) EDO's at their normal rate of pay within the same calendar year. The Employee must submit in writing the request to cash out EDO's by April 1 of that year. The Employee will receive a separate check in the first pay period of December.

Section 17:4 The employer may choose to modify an employee's work schedule for the benefit of the department.

1. Short-Term Change

- a. Short-term changes will last no longer than 28 days. During the period of the change, the employee will retain rights to re-schedule any affected time off.
- b. The employee will continue to accrue all benefits, including salary, at their 53-hour rate.
- c. No accrued leave will be converted for short-term assignments.
- d. The effective dates of the change will be selected to ensure that the employee's hours worked meet, but do not exceed their normally scheduled hours.

Section 17:5 This article governs those situations in which one employee voluntarily agrees to work the duty time of another employee (a shift trade or trade of shift). An employee requesting that another employee work the employee's duty time must submit a Voluntary Trade of Shift request at least 72 hours before the shift trade dates. The Fire Chief or designated representative may make exceptions to this time requirement for emergencies. All employee decisions to substitute for one another must be made freely and without coercion. The Employee agrees that no shift trade will occur without written approval of the Fire Chief or his designated representative.

All requests for shift trades must be in writing, and must include the minimum following information:

1. The individual requesting the trade
2. The individual accepting the trade

3. The dates and times of original trade
4. The dates and times when trade will be paid back

If a request for a voluntary trade is denied, the Fire Chief or designated representative will provide the involved employees a written explanation of the reasons for the denial.

The substituting employee (employee who has agreed to work another employee's duty time) must have time and one-half of sick leave available to cover the duty time for which the employee is obligated before the Fire Chief or designee will approve a shift trade. In the event the substituting employee cannot fill the shift, the substituting employee may arrange for another employee to fill the shift (a trade). In the event the substituting employee cannot make a trade, and the Fire Chief or designee must fill the shift with overtime; the Township will charge the substituting employee time and one-half hours of sick leave for the duty time the substituting employee agreed to fill.

All shift trades must be completed within thirty (30) days of the first trade date.

The Union agrees that the Employer will exclude hours worked in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation, and that the Employer will not otherwise incur additional costs or impacts including, overtime because of an employee shift trade.

Article 18 – Overtime Compensation

Section 18:1 Employees shall be paid overtime pay at a rate of one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked in excess of their normal hourly schedule in accordance with Article 17 – Hours of Work/Work Periods.

Section 18:2 Bargaining Unit employees who respond to a call to work during non-scheduled work hours shall be paid a minimum of two (2) hours overtime call out at a rate of one and one-half (1 ½) times their regular hourly rate of pay.

Section 18:3 Whenever the Employer, Fire Chief or his/her designee determines that overtime is necessary, such overtime shall be offered first to bargaining unit members on a rotating basis. The rotating overtime list shall be maintain and kept current by the Employer. Should all employees refuse or be unavailable to work overtime, the Employer may offer the overtime to a part-time employee. In the event part-time employee is utilized to fill a fulltime position, discretion with regard to the level of certification shall be exercised by the Employer so that all units "in service" for the township are staffed by a crew with at least one (1) paramedic.

In the event no part-time employee is available to work such overtime, a rotating overtime list shall be used to mandate employees to work. The rotating overtime list shall be maintained and kept current by the Employer. The employee who is on the top of the list shall be mandated to work. In the event the employee on the top of the list is already scheduled to work, the person with the next on the list shall be mandated. Employees shall not be mandated to work on previously scheduled EDO's, vacation days, or sick days. Request for vacation time, sick time, or EDO rescheduled at the time of mandate shall not be honored by the Employer. Part time employment which employees may have shall not be reason to refuse being mandated to work. Refusal of a mandated overtime shift may be cause for disciplinary action as outlined in Article 15 – Discipline.

Article 19 – Holidays

Section 19:1 All members of the bargaining Unit shall receive the following paid holidays:

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

Section 19:2 If a shift employee is scheduled to work his/her routine shift and actually works the designed holiday, the employee shall be paid an additional 16.5 hours at his/her normal rate of pay. If a shift employee is not scheduled to work his shift (is off-duty) on a designated holiday than that employee shall be paid 8 hours at his/her normal rate of pay.

Any employee on TWP is not eligible to receive the extra holiday pay.

Article 20 – Vacation Leave

Section 20:1 each member of the Bargaining Unit who has completed one (1) year of service subsequent to the hire date, and then upon January 1 of each successive year, shall be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Number of Hours</u>
After one (1) year	5.0 shifts = 120 hours
After five (5) years	7.5 shifts = 180 hours
After ten (10) years	10.0 shifts = 240 hours

Employee hired on or before January 1, 2004:

After fifteen (15) years	12.0 shifts = 288 hours
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Section 20:2 An employee who has earned vacation time by reason of being employed with the Perry Township Fire Department shall be able to transfer his/her vacation time to another department within the jurisdiction of the Employer should he/she elect such a transfer.

Section 20:3 Only an employee's service time with Perry Township shall be credited towards vacation leave.

Section 20:4 Vacation time will be bid and granted as far in advance as is possible, in order of department seniority, and shall not be unreasonably denied. Vacation bids shall be completed by January 31st of each year. Approval or denial shall be completed February 15th of each year. Vacation time will be taken at the employee's convenience, in order of seniority, and upon approval of the Chief or his/her designee. Any remaining vacation bids received after February 15th may be granted on a first come – first permitted basis. During the vacation bid period, an employee will be allowed to schedule up to five (5) consecutive shifts of vacation based on the employee's seniority. After January 31st remaining vacation time may be scheduled on a first come, first serve basis.

Once the vacation schedule is approved any changes requested by an employee shall be submitted not less than seven (7) calendar days prior to the requested change and shall be at the discretion of the Chief or his designee.

Article 20:5 Vacation leave

Vacation bids shall be completed by January 31st of each year. Approval or denial shall be completed by February 15th of each year. Vacation time will be taken at the employee's convenience and upon

approval of the Fire Chief or designee. Any remaining vacation bids received after February 15th may be granted on a first come-first served basis.

During the vacation bid period, an employee will be allowed to schedule up to five (5) consecutive shifts of vacation.

Vacation selection will be conducted in the following manner:

1. Round One will consist of members picking by seniority with the department. The member with the greatest seniority will pick first.
2. Each pick will be placed on the Shift vacation calendar by the member, who will date and initial each day selected.
3. A member has three (3) days to make a selection; at which time the member forfeits their selection and the selection process moves to the next member in seniority.
4. This process shall be followed until all members of the shift have made their Round One selection.
5. All remaining Rounds will consist of members picking by seniority. The member with the greatest seniority will pick first.
6. As with prior rounds, a member will have three (3) days to make a selection; at which time the member forfeits their selection and the selection process moves to the next member in seniority.

Once the vacation schedule is approved any vacation requested by an employee shall be submitted not less than five (5) calendar days prior to the request.

Once the vacation schedule is approved, any employee who wants to cancel a vacation day that they have previously been granted must do so at least seven (7) days prior to the approved day off.

Vacation must be taken in 8 hour minimums.

Section 20:6 Any employee who resigns, dies or retires shall be paid for all accrued vacation time at one hundred percent (100%) of the employee's current rate of pay.

Section 20:7 Vacation time shall not be carried over from one (1) calendar year to another unless work schedules prohibit employees from taking their vacation leave during the calendar year earned. An employee who gives notice to the Employer, on or before December 1st, may at the employee's sole discretion, cash out up to two (2) weeks annual vacation leave at the employee's regular hourly rate of compensation. Annual vacation leave may only be cashed out in the year received, and prior to the next annual renewal. The cash out shall be separately itemized and paid on the next pay date on the calendar.

Article 21 – Sick leave

Section 21:1 Sick leave, for the purpose of this Agreement, shall be an absence from duty with pay necessitated by illness or injury to the employee; exposure by the employee to contagious disease communicable to other employees while not on duty; or illness or injury to a member of the employee's immediate family residing within the same household as the employee. Sick leave may be used for the illness or injury of a family member not residing within the employee's household, with prior approval from the Chief or his/her designee. Upon the prior approval of the Chief or his/her designee, sick leave may be used for funeral leave for extended family as defined in Article 23 – Funeral leave. Such approvals shall not be unreasonably withheld.

Employees assigned to 53 hour shift shall accumulate 168 hours annually. New fulltime employees, upon hire, shall be provided with a credit of twenty-four (24) hours of sick leave to their account.

Section 21:2 Upon the death, retirement or disability retirement of a full-time employee, who has not less than ten (10) years of continuous service with the employer, such employee, or beneficiary or his estate, shall be entitled to receive a cash payment equal to his/her hourly rate of pay at the time of his/her death, retirement or disability retirement, multiplied by the total number of accumulated but unused sick hours earned by the employee as certified by the Township Fiscal Officer not to exceed seven hundred and twenty hours (720).

Upon request to the Township Fiscal Officer, made in writing no later than December 1st of each year of this Agreement, an employee may cash out sick leave. If no request to the Township Fiscal Officer has been made by December 1st the accumulated sick hours shall be rolled over for the duration of the Employees service to the Township. Maximum cash out shall not exceed 120 hours.

Section 21:3 Abuse of sick leave may subject the employee to discipline as determined by the Township.

Article 22 Health and Wellness Supplement

Section 22:1 An annual health and wellness supplement shall be paid to the employee based upon a one (1) year period beginning January 1 and ending December 31. The health and wellness supplement shall be a separately itemized and paid during the first pay period after January 1, based upon the following:

- (1) If an employee uses thirty-six (36) hours or less of sick with pay leave within the calendar year and has a minimum balance of four hundred and thirty-two (432) hours shall receive a \$300.00 health and wellness supplement.
- (2) An absence due to injury or illness in the line of duty, of less than six (6) months, shall not be counted as time off for the consideration of the health and wellness supplement.

Section 22:2 The Fire Department has established a physical fitness program. This program is designed to recognize members achieving and maintaining physical fitness. The department will offer an annual test during the last full week of October. The test will be based on the events listed in Appendix B

Section 22:3 Any member who purchases a health/fitness membership at Anytime Fitness (Perry Township) shall be reimbursed the cost of the membership providing the member attends/participates in a minimum of 120 days of activity at Anytime Fitness. Reimbursement will occur upon verification of attendance by Anytime Fitness staff and Township.

Article 23 - Funeral Leave

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

Section 23:2 An employee may use vacation leave for extended family members not part of the employee's immediate family, at the discretion of the Fire Chief, and such approval shall not be unreasonably denied. Funeral leave for extended family members shall be limited to a maximum of two shifts. In the instance where there is no accrued vacation leave, the employee with the prior approval of the Chief or his designee may request the shift(s) off without pay.

Article 24 – Injury Leave

Section 24:1 When an employee is injured or acquires a communicable illness in the line of duty and is eligible for Worker's Compensation and is not able to fully perform their job duties, he/she shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing the following items are met.

- a. The employee must be in an active pay status with the Employer,
- b. The employee applies for Worker's Compensation,
- c. The Employee signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly workers compensation benefit as determined by law for those number of weeks he receives benefits under this article, Employer may calculate the difference between the total of the awarded worker's compensation and pay only the difference of the employee's regular net income for the same period.
- d. The employee is not physically able to participate in a Transitional Work Program as outlined in Article 40 - Transitional Work Program – Work Related.

In the event the employee's claim is denied by Worker's Compensation then any pay received under this article shall be deducted from the employee's accumulated sick leave. If there is no accumulated sick leave, then the deduction shall be against the employee's future sick leave. If the employee has no future sick leave, then the employee shall repay any such sums to the Employer. Any days missed shall be charged off against the employee's sick leave until accepted by the Bureau of Worker's Compensation.

Section 24:2 At the end of this ninety (90) day calendar period, if the employee is still disabled, the leave may be extended for an additional period upon conditions agreed by the Employer and the Employee. Said extension may be with pay, at a reduced rate of pay or without any pay from the Employer, at the discretion of the Employer, unless the Employee is participating in the Transitional Work program as outlined in Article 48 – Transitional Work Program _ Work related. However, if unable to participate in the Transitional Work program, the Employee may be eligible for compensation from the Bureau of Worker's Compensation.

24:3 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 work due to injuries and condition precedent to the employee receiving benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employee shall extend the period of leave.

Article 25 – Union Leave and Meetings

Section 25:1 Only the Local President or his delegate shall be granted time up to one hundred twenty (120) hours per year to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures, without loss of pay, seniority or other benefits.

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

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

Article 26 – Jury / Court Duty

Section 26:1 Any employee who is summoned or subpoenaed for jury service, Federal, State, County, or Municipal, shall be paid their regular salary for hours spent on jury duty during scheduled work time.

Section 26:2 Any employee who is summoned or subpoenaed to testify, in direct relationship to employment of Perry Township, shall be paid their regular hourly rate of pay during scheduled work hours. A Bargaining Unit member shall be paid one and one-half (1 ½) times their regular rate of pay for hours spent in court during non-scheduled work hours. A minimum of two (2) hours of overtime shall be paid for non-scheduled work hours.

Section 26:3 Any monies received from the court system by the employee shall be surrendered and paid over to the Employer.

Article 27 – Military leave

Section 27:1 Any bargaining unit member, not in a probationary status, and who is inducted into the armed forces of the United States of America, shall be subject to those rights and entitlements of Ohio Revised Code 5923.05 Paid military leave for permanent public employees.

Article 28 – Wages

Section 28:1 Effective January 1, 2016, each employee shall, with continuous service as a full-time firefighter/paramedic with the Perry Township Fire Department, receive an hourly rate as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Probationary	13.27	13.54	14.08
FF/P 1 year	15.52	15.83	16.15
FF/P 2 year	17.60	17.95	18.31
FF/P 3 year	19.14	19.52	19.91
Captain	20.20	20.60	21.01
	2016 (2%)	2017 (2%)	2018 (2%)

The above hourly rates reflect an increase of two (2.00%) from 2015 rates for 2016, an increase of two (2.0%) for 2017 and an increase of two (2.0%) for 2018.

Section 28:2 The Township agrees to pay 1% of the employee's base wage if the employee responds to 25 % of all callbacks. Callback incentive will be payable the first pay cycle in December. Alarm cycle will be from December to December.

Section 28:3 Members that are scheduled to perform as the "Acting Officer In Charge" for eight (8) or more hours of a shift shall be compensated an additional \$25.00 as "Acting Officer In Charge" pay. The member must indicate when he is entitled to AOIC pay on their time sheet.

An Acting Officer In Charge list shall be established using those matters that test the ability of the person examined to discharge the particular duties of the position. The testing may include structured interviews, assessment centers, work simulations, written tests, and examinations of knowledge, skills, abilities, education and behaviors. Testing shall be done by the Ohio Fire Chiefs Association.

Notice of any AOIC examination, shall be posted in all fire houses. The notice shall be posted for thirty (30) days prior to the date when the examination shall be administrated. Any Bargaining Unit member wishing to test for a AOIC position shall submit this request in writing during the posting period. Posting shall include:

- a. List of examination books
- b. Components of the examination (written, assessment center, oral interview)

- c. Date, time and place of examination
- d. Additional requirements to be met by candidate
- e. Testing components shall be equally weighted

Section 28:4 The names of the examinees who have taken the examination shall be placed on the eligible list in accordance with their grades. The examinee receiving the highest grade shall be placed first on the list. If two or more examinees receive the same grade, seniority in the Perry Township Fire Department shall determine the order of their names.

The individual on shift with the highest score shall be the AOIC.

Section 28:5 As soon as practicable after this Agreement has been ratified by the parties, all Bargaining Unit members will be required to receive their pay by direct deposit.

Article 29 – Insurance

Section 29:1 The Employer will provide hospitalization, major medical, and other medical services coverage for all members of the bargaining unit, their spouse and dependent children. The major medical, hospitalization and insurance benefit package shall be the current 90/10 Plan currently in effect. The Employer will pay ninety-two percent (92%) of the monthly premium cost and the bargaining unit member will pay eight percent (8%) of the monthly premium cost. Employer reserves the right to open negotiations pursuant to ORC 4117.14, on this Article if the Plan currently in place is recommended by the Perry Township Insurance Committee to be changed, have benefits reduced or the employee's contribution increased or if there is any other determination that the Employer cannot financially continue providing the current plan within the Department budget. Any changes in the insurance plan or in third-party administrators shall be first approved by the Union. Such approval shall not be unreasonably withheld.

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

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

Section 29:4 The Employer will provide and pay the full premium for all members of the bargaining unit for a convertible life insurance policy in the face value of thirty thousand and no/100 dollars (\$30,000) to be given to the employee's designee.

Section 29:5 In order to prevent double insurance coverage of members that also have health insurance coverage by other means (spouse), members that qualify for family coverage, may elect to select "single" coverage in consideration for one hundred dollars (\$100.00) incentive compensation. Members must certify their request to the Fiscal Officer in writing. This option is not available when member and their spouse are employed by the Township.

Section 29:6 The Township agrees to provide and pay for an annual physical that meets the standards set forth:

- Chest X-Ray
- Metabolic Panel
- Lipid Panel
- Glucose
- Treadmill Stress
- Pulmonary Function Test
- Physical Exam

Section 29:7 Any bargaining Unit member who chooses not to complete the annual physical provided and paid for by the Township, shall be required to pay Twenty percent (20%) of their total (Township + Individual contribution) healthcare premium (C.O.B.R.A. Costs)

Article 30 – Uniform Allowance

Section 30:1 Effective January 1st of each calendar year, all probationary and non-probationary employees shall receive an annual uniform allowance of seven hundred fifty dollars (\$750.00). In any year that a probationary employee is hired, the probationary employee shall receive the entire seven hundred fifty (\$750) upon appointment.

Section 30:2 The uniform allowance shall be utilized by a separate check issued the first pay period in January. The uniform allowance shall be issued by actual check, not by direct deposit, regardless of the how the employee's paycheck is issued. The uniform allowance may be utilized by employees for purchase of all required uniform clothing, components, shoes, foul weather gear, required identification and any other items approved by the Fire Chief or his/her designee. All uniform purchases shall be subject to the prior approval of the Fire Chief or his/her designee. If all the employee's uniform meets the current uniform standard, the uniform allowance may be used for the purchase of a leather firefighting helmet. The style of leather firefighting helmet shall be approved by the Fire Chief or his/her designee.

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

Section 30:4 Whenever personal items used in the performance of duties are damaged or destroyed while on duty, the Employer shall, repair or replace same up to a maximum of one hundred fifty dollars (\$150) per occurrence by the Fire Chief or his/her designee. Proof of cost incurred is required.

Article 31 – Training and Schooling

Section 31:1 Each member of the Bargaining Unit, upon prior approval of the Fire Chief or his/her designee, may attend seminars, specialized training, or continuing education (CE), as long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities. The Employer shall provide opportunity for employees to obtain required Continuing Education as required by the Ohio department of Public safety.

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

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

31:4 The Employer shall pay the employee for all time traveling to and from schooling outside the limits of Stark County. An Employee required to attend training or schooling on a non-scheduled work day shall be compensated for his/her actual hours in school, not to exceed a total of actual time or a minimum of four (4) hours pay at one and a half (1 ½) times the employee's regular hourly rate. All verified flat rate fees, tuition, lodging and related expenses shall be paid in advance to the vendor by the Employer. The Employee shall be paid reasonable travel time in addition to class time for any single day of training.

Section 31:5 proof of attendance of class shall be furnished to the employer within two (2) calendar weeks or ten (10) business days.

Article 32 – Personal Protective Equipment

Section 32:1 The Employer shall provide each Bargaining Unit member with two (2) complete sets of properly fitted structural firefighting turnout gear, which shall include, but not limited to, structural firefighting helmets, leather structural firefighting boots and structural firefighting gloves which are in compliance to the current NFPA standards, as upgraded from time to time.

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

Section 32:3 The Employer shall provide the means to have the employee's turnout gear, cleaned. Upon reasonable suspicion that the gear is damaged, then the Employer shall arrange to have the gear inspected and documented, by an individual or company trained and certified in compliance with current NFPA standards, as updated from time to time.

Article 33 – Seniority

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

Article 34 – Contracting Out

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

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

Article 35 – Rules and Regulations

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

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

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

Section 35:4 It is understood that a supervisor's directions are to be followed. An employee may grieve any directive he/she deems to be violative of this Agreement. However, pending final resolution of such grievance, all affected bargaining Unit members shall comply with the directive.

Article 36 – Previous Benefits

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

Article 37 – Personal Leave Days

Section 37:1 Any employee who works any of the following time frames without using any sick leave is eligible to convert (24) hours of sick leave to (24) hours of personal time.

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Personal days may be designated by the employee with the approval of the Fire Chief or his/her designee. Seven calendar days notice shall be given for permission to convert a scheduled work shift to use as a personal day. Personal Days may not be used if another employee has a previously scheduled vacation days, EDO, sick day, or is off duty for injury or disability leave. Personal days may not be rescinded so that another employee may take a vacation day or reschedule their EDO.

Personal days shall be taken in minimum increments of twenty-four (24) hours.

Personal Days must be used within 3 months of earning. Should a member fail to use the Personal Day within the 3 month period, the Personal Day shall be converted back to sick leave time and placed in the members sick leave account.

Article 38 – Critical Incidents

Section 38:1 The Employer and the Union agree that the parties shall jointly adopt a written policy that establishes a program designed to relieve the stress generated by an incident that may adversely affect the psychological well-being of any employee.

Article 39 – Promotional Exams

Section 39:1 vacancies in positions above the rank of regular fire fighter in the fire department shall be filled by competitive examination.

Section 39:2 When a vacancy occurs in the promoted rank immediately above the rank of regular firefighter, no person shall be eligible to take the examination unless the person has served thirty-six (36) months, not including the person's probationary period, in the service of the Perry Township Fire Department. Any person eligible to take the promotional examination shall have not less than 8 hours leave immediately prior to the assessment and oral portions of the examination.

Section 39:3 Any member of the Fire department employed as a Fulltime member as of December 1, 2015, shall be eligible for any promotional or AOIC examination.

Section 39:4 Promotional examinations for positions within the fire department shall relate to those matters that test the ability of the person examined to discharge the particular duties of the position sought, may include structured interviews, assessment centers, work simulations, written tests, examinations of knowledge, skills, and abilities. Testing shall be done by the Ohio Fire Chiefs Association.

Section 39:5 Notice of any promotional examination, shall be posted in all fire houses. The notice shall be posted for thirty (30) days prior to the date when the promotional test(s) shall be administrated. Any Bargaining Unit member wishing to test for a vacancy shall submit this request in writing during the posting period. Posting shall include:

- f. List of promotional examination books
- g. Components of promotional examination (written, assessment center, oral interview)
- h. Date, time and place of promotional examination
- i. Additional requirements to be met by promotional candidate
- j. Testing components shall be equally weighted

Section 39:6 The names of the examinees who have taken the examination shall be placed on the eligible list in accordance with their grades. The examinee receiving the highest grade shall be placed first on the list. If two or more examinees receive the same grade, seniority in the Perry Township Fire Department shall determine the order of their names. For each time a vacancy is filled, the top three names on the eligible list shall be submitted to the Board of Trustees by the Fire Chief.

Section 39:7 A bargaining Unit members that successfully passes the objective testing process and is appointed to the vacancy shall be placed on a six (6) month probationary period. If the Bargaining Unit member fails to satisfactorily complete the probationary period, he/she shall be returned to his/her former position with no loss of seniority or benefits.

Section 39:8 Eligible list(s) established in this Article shall continue for 12 months from the date of establishment of the eligible list. The Board of Trustees, prior to the expiration of the eligible list, may extend the list for an additional 12 months upon recommendation of the Fire Chief.

Article 40 – Transitional Work Program – Work related

Section 40:1 The transitional Work program (TWP) – Work related is a return-to-work program for employees who are temporarily incapacitated due to an on-the-job injury or occupational disease. The length of the TWP shall not exceed 90 days for work-related injuries. Extensions beyond the 90-day time frame shall be considered on a case-by-case basis and shall include a physician's opinion. Participation in Transitional Work program – Work Related is at the sole discretion of the Fire Chief.

Section 40:2 The decision to grant transitional work will depend on what duties the employee can safely accomplish based on their work restrictions and what types of duties need completed. If no transitional work duties exist, the employee will not be placed on transitional duty status. The Employee will attempt to return to full work status as soon as the member's condition permits. Members shall follow the restrictions/limitations set forth by their physicians while performing any of the following tasks:

- 1) Clerical duties such as typing, data entry, filing, sorting, copying, answering phones, taking messages, etc.
- 2) Fire Prevention Bureau related tasks such as clerical duties (described above), fire safety education training, station tours, inspections and other related tasks.
- 3) Delivering and picking up mail, marking equipment, taking inventory of supplies, and smoke detectors, or running errands.
- 4) Additional duties will be added once a job analysis has been performed and verified by a BWC-certified, vocational rehabilitation physical therapist.
- 5) The employee will take a copy of the normal firefighter's job description to their doctor and have the doctor authorize what work is the employee cleared to perform.
- 6) The employee is encouraged to perform as many normal duties as possible.
- 7) Other duties within the physical limitations, as the Fire Chief assigns.

Section 40:3 The Fire Chief shall oversee all TWP assignments. Members shall attend to all their assigned duties and report on the work performed as required by the Fire Chief. TWP members shall work a forty (40) hour office schedule, but shall be paid their full contracted wages. If the Employee is normally a fifty-three (53) hour shift employee, they shall be paid their full fifty-three hours a week. The employee shall continue to accrue Sick leave at the forty hour employee rate as outlined in Article 22 – Sick leave. Vacation leave may be used on an hour for hour basis as outlined in Article 21 – Vacation leave.

During any period of transitional work, the member is not eligible for overtime compensation, unless directly approved by the Fire Chief or his/her designee.

Holidays, which occur on the calendar prior to TWP assignment, shall be paid eight (8) hours as outlined in Article 19 – Holidays.

TWP members shall be relieved of duty to go to the doctor or physical therapy and shall receive salary continuation for the hours lost, up to the end of their shift. TWP members shall inform office staff when

they attend therapy session or visit the doctor during the workday. TWP members are responsible to the Fire Chief or his/her designee for approval and/or documentation of doctor or therapy visits.

TWP members shall inform the office staff of their daily assignments.

TWP members are not eligible for EDO's until they return to their regular-duty assignments.

The member will be considered in an active pay status for the purpose of contractual pay increases.

All members in the TWP will comply with all personnel policies, procedures, safe work practices and medical restrictions. Members are required to follow all injury-reporting policies and procedures.

After each doctor visit made by an employee on TWP, the employee will obtain a work restriction slip prior to returning to work. This does not include visits to any therapy session such as physical therapy.

Article 41 – Duration of Agreement

Section 41:1 This Agreement shall be effective from January 1, 2016, and shall remain in full force and effect until December 31, 2018.

Section 41:2 This Agreement shall remain in effect during any subsequent negotiations and shall continue to remain in full force and effect until such time as a new Agreement is reached.

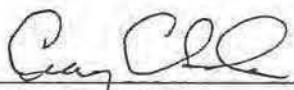
Section 41:3 If either party desires to make any changes in the Agreement for a period subsequent to the 31st day of December, 2018, notice of such desire shall be given prior to the 30th day of September, 2018. If such notice is given, this Agreement shall remain in full force and effect until the parties reach agreement on a new contract.

Section 41:4 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered., or changed in any aspect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

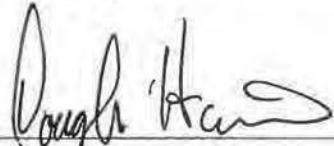
Execution:

In witness whereof, the parties hereto have caused this Collective Bargaining Agreement to be duly executed this _____ day of _____ 2016, by:

Board of Trustees for Perry Township
Stark County, Ohio:



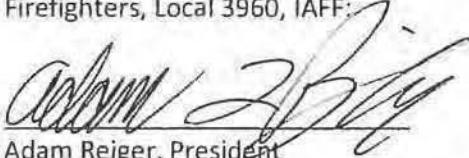
Craig Chessler, Trustee



Douglas Haines, Trustee

Ralph DeChiara, Trustee

The Perry Township Professional
Firefighters, Local 3960, IAFF:



Adam Reiger, President



Jamie Gray, Vice President

Michael Taylor, Business Agent

Appendix A – Definitions

1. Anniversary Date – Actual date of hire to fulltime or appointment to Perry Township Fire Department.
2. Township or Employer – Perry Township Fire Department
3. Employee – member of Bargaining Unit.
4. Shift, day of Work, Scheduled Day, Work Day or Tour – 24 hour period from 0700-0700.
5. Workday – Means individual's regular scheduled shift.
6. Resign Voluntary – Means an employee of the Township, of his/her own choosing, ends his/her employment by the Township.
7. Retire – Means an employee of the Township, of his/her own choosing, withdraws from service to the Township for the purpose of receiving retirement benefits.
8. Shall – Is always mandatory and not merely discretionary.
9. Suspend – Means the Township, for reasons of impropriety, inefficiency or ineffectiveness on the part of the employee, causes an employee to interrupt his services to the Township for a specific time, after which time such employee is anticipated to resume his employee status in the Township.
10. Terminate – Means the Township, without the employee's consent or agreement, causes services of the employee with the Township to end.
11. Calendar Year, Annually – Period from January 1st to December 31st.

Appendix B – Fitness Testing Criteria

Overhead Press

Use dumbbells that total roughly 20 percent of your body weight (that's 40-pounds if you weigh 200 pounds) and hold them by your sides with your feet shoulder-width apart. Keeping your back naturally arched and your head up then press them straight overhead. Lower the weight to shoulder level and repeat as many times as possible in 1 minutes.

(Male) *Get 20 reps or more in 1 minute = \$50.00*
 16-19 reps = \$35.00
 12-15 reps = \$25.00
 11 reps or less = \$0.00

(Female) *Get 15 reps or more in 1 minute = \$50.00*
 12-14 reps = \$35.00
 9 – 11 reps = \$25.00
 6 – 8 reps = \$0.00

Standing Broad Jump Test

Muscular power has been identified by research as an important aspect of sport and firefighting performance. Power helps the fire rescue athlete quickly drag heavy objects like hoselines and victims. The broad jump is one of the purest gauges of raw power.

Stand with your toes on a line and your feet shoulder-width apart. Dip your knees swing your arms and jump as far as you can. Measure the distance from the starting line to where your toes first hit. Note: If you step back, that distance is your score. Three attempts will be averaged for your score.

Jump greater than 8 feet = \$50.00
7-8 feet = \$35.00
6-7 feet = \$25.00
Less than 6 feet = \$0.00

Push Up test

Pushups are not only a great way to build upper body strength and endurance, but they are a good way to test your upper body muscular strength and endurance. Strength and endurance in the muscles of the upper body, specifically the chest, shoulders, triceps and core is a good indicator of overall fitness.

- *Begin in a push up position on hands and toes with hands shoulder-width apart and elbows fully extended.*
- *While keeping a straight line from the toes, to hips, and to the shoulder, lower your upper body so your elbows bend to 90 degrees.*
- *Push back up to the start position*
- *That is one rep.*

Do as many pushups until exhaustion. Rest period(s) no longer than 5 sec. Touch the ground test ends.

Men	Age:20-29	Age: 30-39	Age: 40-49	Age:50-59	Age:60+
\$50.00	54 or more	44 or more	39 or more	34 or more	29 or more
\$35.00	45-53	35-43	30-38	25-33	20-28
\$25.00	35-44	24-34	20-29	15-24	10-19
\$0.00	20-34	15-23	12-19	8-14	5-9

Women	Age:20-29	Age: 30-39	Age: 40-49	Age:50-59	Age:60+
\$50.00	48 or more	39 or more	34 or more	29 or more	19 or more
\$35.00	34-47	25-38	20-33	15-28	5-18
\$25.00	17-33	12-24	8-19	6-14	3-4
\$0.00	6-16	4-11	3-7	2-5	1-2

Crunches

A strong core transfers to a stronger firefighter athlete. All movement starts and is supported by the core. The core actually consists of many different muscles that stabilize the spine and pelvis, and run the entire length of the torso. When these muscles contract, they stabilize the spine, pelvis and shoulder girdle and create a solid base of support to generate powerful movements. A strong core distributes the forces of stressful movements and protects the back. You can't be fire rescue fit if you don't have a strong core.

- Lie on your back with your knees bent and feet flat on the floor, hip-width apart.
- Place your hands behind your head so your thumbs are behind your ears. (Do not lace fingers)
- Hold your elbows out to the sides but rounded slightly in.
- Tilt your chin slightly, leaving a few inches of space between your chin and your chest.
- Gently pull your abdominals inward.
- Curl up and forward so that your head, neck and shoulder blades lift off the floor.
- Touch elbows to knees and then lower slowly back down.

Ratings for Men, based on Age – 60 seconds (1 minute)

Rating	<35 years	35-44 years	>45 years
\$50.00	55	45	40
\$35.00	45	40	25
\$25.00	30	25	15
\$0.00	29 and under	24 and under	14 and under

Ratings for Women, based on Age – 60 seconds (1 minute)

Rating	<35 years	35-44 years	>45 years
\$50.00	50	40	30
\$35.00	40	25	15
\$25.00	25	15	10
\$0.00	24 and under	14 and under	9 and under

Sit and Reach Flexibility Test

The sit and reach test is the most common way to measure lower back and hamstring flexibility. Because tightness in the low back and hamstrings is often related to muscle pain and stiffness, this test may help determine a person's risk for future pain and injury.

- Remove your shoes and sit on the floor with your legs stretched out in front of you with knees straight and feet flat against the front end of the test box.
- In a slow, steady movement, lean forward at the hips, keep your knees straight and slide your hand up the ruler as far as you can go.
- Extend as far as you can, record the result in cm, rest and repeat three times.
- Average your results for your final score.

Results in centimeters

Above 34 = \$50.00

28 – 34 = \$35.00

23 – 27 = \$25.00

16 – 22 = \$0.00

Body Mass Index – BMI Scale

BMI is a method of estimating a person's body fat levels based upon a person's weight and height measurement. While the BMI calculation is an indirect measurement, it has been found to be a fairly reliable indicator of body fat measures in most people. The reason the BMI is used for screening the health of an individual is due to the strong correlation between being overweight or obese and having health problems, chronic disease and premature death. People who are overweight or obese have an increased risk for the following conditions:

Hypertension, Coronary heart disease, Stroke, Osteoarthritis, Some cancers, Sleep apnea and respiratory problems

BMI Formula

Weight (lbs.) / height (in)² x 703

Example: 158 lbs / 5'8" (68 inches)² (4624) x 703

158 / 4624 = .03416955 x 703 = 24.0211938 BMI

BMI below 18.5 = \$50.00

BMI 18.5 – 24.9 = \$35.00

BMI 25.0 – 29.9 = \$25.00

BMI 30.0 and above – \$0.00

OR:

Body Fat Percentage:

<i>(male)</i>	<i>Age</i>	<i>Percentage</i>	<i>(female)</i>	<i>Age</i>	<i>Percentage</i>
18-21	< 8.0%	(\$50.00)	18-21	<18.0%	(\$50.00)
	8.1% - 14.5%	(\$35.00)		18.1% - 23.5	(\$35.00)
	14.6% - 21.0%	(\$25.00)		23.6% - 31.0%	(\$25.00)
22-29	< 9.0%	(\$50.00)	22-29	< 19%	(\$50.00)
	9.1% - 16.5%	(\$35.00)		19.1% - 24.5%	(\$35.00)
	16.6% - 23.0%	(\$25.00)		24.6% - 32.0%	(\$25.00)
30-39	< 12.0%	(\$50.00)	30-39	< 20.0%	(\$50.00)
	12.1% - 20.0%	(\$35.00)		20.1% - 27.5%	(\$35.00)
	20.1% - 25.5%	(\$25.00)		27.6% - 33.5%	(\$25.00)
40-49	< 15.0%	(\$50.00)	40-49	< 25.0%	(\$50.00)
	15.1% - 22.5%	(\$35.00)		25.1% - 28.5%	(\$35.00)
	22.6% - 28.5%	(\$25.00)		28.6% - 35.0%	(\$25.00)
50-59	< 18.0%	(\$50.00)	50-59	< 26.0%	(\$50.00)
	18.1% - 26.0%	(\$35.00)		26.1% - 31.0%	(\$35.00)
	26.1% - 31.0%	(\$25.00)		31.1% - 38.0%	(\$25.00)

Plank Test

A strong core transfers to a stronger athlete. All movement starts and is supported by the core. Most people think of a strong core as having a nice six-pack, or toned abs, but the truth is that the abdominal muscles are a very small part of the core. The core actually consists of many different muscles that stabilize the spine and pelvis, and run the entire length of the torso. When these muscles contract, they stabilize the spine, pelvis and shoulder girdle and create a solid base of support to generate powerful movements. A strong core distributes the forces of stressful movements and protects the back. You can't be fire rescue fit if you don't have a strong core.

- *Lay on the floor with your elbows directly below your shoulders. Lift your hips and put your weight on your toes and forearms. Your body should form a straight line from your shoulders to*

ankles. Hold this position for as long as you can. When your hips sag or your knees touch the floor, you're done.

Hold plank for more than 3 minutes = \$50.00

2:16 to 3 minutes = \$35.00

1.5 to 2:15 minutes = \$25.00

Less than 1.5 minute = \$0.00

1.5 Run

The 1.5 mile run fitness test was developed by Dr. Ken Cooper in 1968 as an easy way to measure aerobic fitness and provide an estimate of VO2 max. This simple test is still used today as a field test for determining aerobic fitness. There is a high correlation between the distance someone can run or walk in time and their VO2 max value, which measures the efficiency with which someone can use oxygen while exercising.

- The Cooper 1.5 mile run test requires the individual being tested to run or walk as fast as possible.*
- The treadmill will be raised one degree to simulate outdoor running.*
- Perform a short 10-15 minute warm-up before performing the test.*
- Once warmed up, run or walk 1.5 miles as fast as you can.*

	Male 20-29	Male 30-39	Male 40-49	Male 50-59	Female 20-29	Female 30-39	Female 40-49	Female 5-59
1.5 Run \$50.00	10:08 & under	10:38 & under	11:09 & under	12:08 & under	11:53 & under	12:53 & under	13:38 & under	15:14 & under
1.5 Run \$35.00	10:09 – 11:34	10:39 – 11:58	11:10 – 12:53	12:09 – 13:58	11:57 – 13:58	12:54 – 14:33	13:39 – 15:56	15:15 – 17:38
1.5 Run \$25.00	11:35 – 13:08	11:59 – 13:48	12:54 – 14:33	13:59 – 16:16	13:59 – 15:56	14:34 – 16:46	15:57 – 18:26	17:39 – 20:17

Chin-ups/Pull-ups

Chin-ups are done by lifting your body up to a bar and lowering yourself back down. Chin-ups are done with an underhand grip and pull-ups are done with overhand grip. Hands must be minimum 12 inches apart.

	Male 20-29	Male 30-39	Male 40-49	Male 50-59	Female 20-29	Female 30-39	Female 40-49	Female 50-59
\$50.00	10 – above	9 – above	7 – above	4 – above	3 - above	3 - above	3 - above	3 - above
\$35.00	8-9	7-8	6	3	3	3	3	3
\$25.00	6-7	5-6	4-5	2	2	2	2	2
\$0.00	5 or less	4 or less	3 or less	1 or less	1 or less	1 or less	1 or less	1 or less

Bench Press 1 max. Repetition

The bench press is an upper body strength exercise that consists of pressing a weight upwards from a supine position. The person performing the exercise lies on their back with the weight grasped in both hands, shoulders width apart. They push the weight upwards until arms are extended, not allowing the elbows to lock. They then lower the weight to chest level. This is one repetition.

	<i>Male 20-29</i>	<i>Male 30-39</i>	<i>Male 40-49</i>	<i>Male 50-59</i>	<i>Female 20-29</i>	<i>Female 30-39</i>	<i>Female 40-49</i>	<i>Female 50-59</i>
<i>\$50.00</i>	<i>1.31</i>	<i>1.11</i>	<i>0.99</i>	<i>0.89</i>	<i>0.80</i>	<i>0.70</i>	<i>0.62</i>	<i>0.55</i>
<i>\$35.00</i>	<i>1.14</i>	<i>0.98</i>	<i>0.88</i>	<i>0.79</i>	<i>0.70</i>	<i>0.60</i>	<i>0.54</i>	<i>0.48</i>
<i>\$25.00</i>	<i>0.99</i>	<i>0.88</i>	<i>0.80</i>	<i>0.71</i>	<i>0.59</i>	<i>0.53</i>	<i>0.50</i>	<i>0.43</i>

Example: 27 y/o male 192 lbs. X 1.31 = 251.50 lbs. 1 maximum lift.