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AGREEMENT

BETWEEN

PERRYSBURG TOWNSHIP BOARD OF TRUSTEES

AND

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS LOCAL 4170

PERRYSBURG TOWNSHIP FIRE FIGHTERS

SERB Case No. 2010-MED-09-1288

January 1, 2011

through

December 31, 2013

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PREAMBLE/PURPOSE

This Agreement, Addendum, Letters of Understanding, Grievance Forms and Uniform List are entered into and between the Perrysburg Township Board of Trustees hereinafter referred to as “the Employer,” and The International Association of Firefighters Local 4170, Perrysburg Township Firefighters, hereinafter called the “Union.”

ARTICLE I AGREEMENT/CONFORMITY TO LAW

Section 1.1. This Agreement is entered into by and between the Perrysburg Township Board of Trustees (Employer) and the Perrysburg Township Fire Fighters, International Association of Fire Fighters Local 4170 (Union).

Section 1.2. This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations excepting, however, those rights reserved to management by Section 4117.08 of the Ohio Revised Code, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving portions.

Section 1.3. 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE II RECOGNITION AND UNION REPRESENTATION

Section 2.1. The Employer recognizes the Union as the exclusive representative for all employees included in the bargaining unit described in the Order of the State Employment Relations Board in Case Number 02-REP-03-0046, as amended in State Employment Relations Board Case Number 10-REP-03-0045 for the purpose of collective bargaining with respect to wages, hours, and conditions of employment. The bargaining unit covered by this agreement is comprised of:

- A. **Included:** All full-time firefighters/EMS personnel of the Employer, all full-time Captains, and the full-time fire inspector of the Employer.
- B. **Excluded:** The Chief, Deputy Chief, all other employees of the Employer.

Section 2.2. In the event that jobs currently within the bargaining unit are changed or new positions are created, the parties will meet upon request to determine if such positions shall be included in the bargaining unit. Thereafter, the matter will be submitted to SERB, either jointly or individually, for determination.

Section 2.3. The parties recognize that it may be necessary for an employee representative of the IAFF to leave a normal work assignment while acting in the capacity of representative. The IAFF recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the Chief or his designee or if unavailable, the officer in charge of the shift. The Employer will compensate a representative at the normal rate for time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 2.4. The IAFF shall provide the Employer an official roster of its local officers, assigned IAFF representative and IAFF Director. Such roster should be kept current at all times by the IAFF and shall include the following:

- A. Name;
- B. IAFF position held;
- C. Phone numbers and work address of non-employee representative(s)

Section 2.5. The IAFF agrees that no representative of the IAFF, employee or non-employee, will interfere with, interrupt or disrupt the normal work duties of employees.

Section 2.6. There is hereby established a Labor-Management Committee (LMC). In the interest of sound labor/management relations, if mutually agreed to be necessary or desirable, on a quarterly basis during the months of January, April, July and October on a mutually agreeable day and time, the Chief and his designees shall meet with representatives of the IAFF. Not more than three (3) representatives for the Employer and not more than four (4) personnel shall attend labor-management meetings, unless mutually agreed by the parties in advance of the meeting. The Office agrees to release, with pay, the bargaining unit representatives when they attend LMC meetings.

An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting. The IAFF shall also supply to the Employer the names of those IAFF representatives who will be attending. The purpose of these meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the IAFF of changes by the Employer which affect bargaining unit members of the IAFF;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest by the parties;
- E. Discuss ways to increase productivity and improve effectiveness;

- F. To consider and discuss health and safety matters relating to employees; and
- G. To consider and discuss training and education matters pertaining to employees.

Section 2.7. The Employer agrees to provide a space for a bulletin board in an agreed upon area for use by the IAFF. It is understood that no material may be posted at any time which contain the following:

- A. Personal attacks upon any member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

No IAFF related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the IAFF. Violation of any provisions of these provisions shall be cause for revocation of bulletin board posting privileges by the Employer.

ARTICLE III **MANAGEMENT RIGHTS**

Section 3.1. The Employer reserves all the customary rights, privileges or authority of management except as modified by the express terms of this Agreement, including, without limitation, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;

- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 3.2. The Union recognizes and accepts that all rights and responsibilities of the employer not specifically modified by this Agreement shall remain the function of the employer.

ARTICLE IV **WORK RULES**

Section 4.1. The Employer or its designee (s), in order to carry out its statutory mandates and goals, maintains the right to promulgate, implement, and enforce new and revised work rules, regulations, policies and procedures to regulate the conduct of employees and the conduct of the Employer's services, operations and programs in accordance with the provisions of ORC 4117.

Section 4.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 4.3. The Employer agrees to furnish the IAFF Union President with a written notice of the Employer's intention to make changes in department rules, policies or procedures that would affect the working conditions of employees. The Union may request to meet and discuss the proposed rule changes within seven (7) working days of receipt by the Union President. If the IAFF does not respond within five (5) working days of the receipt of such notice, the Employer may assume the IAFF does not wish to meet and confer on the proposed changes. A "working day" is defined as calendar days excluding Saturdays, Sundays, and holidays covered under Article XIX of this Agreement.

Section 4.4. Additions or amendments to work rules shall be reduced to writing, posted on department bulletin boards for a period of three (3) working days, and signed by all employees to acknowledge awareness of the addition or amendment within three (3) working days of the posting. Any employee on leave or otherwise absent shall be required to sign the acknowledgment within three (3) working days upon the employee's return to work.

The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment or posting period.

Section 4.5. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be communicated to each employee by the Fire Chief or designee, or by the use of outside vendors for the conduct of awareness training.

Section 4.6. This Article shall not be interpreted in any manner to relieve an employee of the responsibility to follow normal rules and procedures of good conduct which can reasonably be expected of any employee regardless of whether such rules and procedures have been reduced to writing.

Section 4.7. The Employer will provide each employee with a current copy of departmental rules, regulations and standard operating policies and procedures.

ARTICLE V **NON-DISCRIMINATION**

Section 5.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, race, color, sex, religion, national origin, ancestry, military status, genetic history, or qualified disability. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state disability laws.

Section 5.2. Gender Neutral. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

Section 5.3. Union/Non-Union Affiliation. The Employer agrees not to interfere with the rights of the employees to become members of the Union and to engage in legally protected concerted activity.

Section 5.4. The Union and its members agree not to interfere with the rights of employees to decline membership in the Union or to decline participation in Union activities.

ARTICLE VI **HARASSMENT POLICY**

Section 6.1. The Employer strictly prohibits any behavior which creates or contributes to the creation of an intimidating, offensive, or hostile work environment or the sexual harassment of any person in the course of employment, including but not limited to employees, volunteers, and members of the public whom we serve. Sexual Harassment is any deliberate, repeated, or unsolicited verbal comment, gesture or physical contact of a sexual nature. This form of misconduct undermines the integrity of the employment relationship, creates a sexually offensive working environment, and interferes with the work effectiveness of victims and their co-workers. Sexual Harassment also occurs when an employee suffers a tangible job detriment in retaliation for refusing to submit to sexual demands.

Section 6.2. Procedure for Processing Harassment Complaints.

- A. Any employee who believes he or she to be the subject of harassment shall bring such behavior to the immediate attention of his or her supervisor, the Fire Chief or any member of the Board whom the employee feels comfortable with, on a form approved by the parties.
- B. Complaints will be processed in as much confidence as possible. All the circumstances will be considered in determining whether or not harassment has occurred.

- C. Harassment may subject the offender to disciplinary action up to and including involuntary termination.

ARTICLE VII
DISCIPLINE

Section 7.1. Just Cause. A non-probationary employee shall not, for disciplinary reasons, receive a warning, reprimand, suspension, reduction in pay, or be discharged except for just cause.

Section 7.2. Forms of Discipline/Progressive Discipline. Discipline may include:

- A. Verbal warning;
- B. Written reprimands
- C. Suspension (which can include a working suspension)
- D. Demotion
- E. Termination

An employee who is given a working suspension shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Except in instances of serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

For the purposes of this article, "serious misconduct" includes by way of example, falsification of any official documents; unauthorized disclosure of sensitive or confidential information; being under the influence of and/or the unauthorized possession of alcohol during working hours; being under the influence of and/or the unauthorized possession, sale or purchase of illicit drugs; physical violence, engaging in insubordination (a willful disregard of the employer's instructions); conviction of a felony; embezzlement of public funds; theft; conviction of driving under the influence; possession of illegal substance; any conduct that results in a loss of required licensure.

Section 7.3. Pre-Disciplinary Hearing. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the employee will be afforded a pre-disciplinary hearing. Forty-eight (48) hours prior to the pre-disciplinary hearing the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence

supporting the allegations. Whenever the Employer intends to issue a written reprimand to an employee, the Employer shall, at the request of the employee, meet in an informal setting to discuss the reasons for the written reprimand.

The employee shall, at his choice, have an opportunity to respond orally or in writing at the pre-disciplinary hearing, and may be accompanied by a union representative. The parties agree that the disciplinary process set forth in this article will replace and supersede any disciplinary process provided for under R.C. 733.35 through 733.39, inclusive.

Section 7.3.1. Investigations. During the investigation of any charges/complaints against an employee, the employee is permitted, upon request, to have Union representation during the investigative interview.

Investigation of complaints/charges will be commenced within seven (7) days of the attendance on duty of the Chief or Deputy Chief, after the Employer's learning of the complaint/charge.

Disciplinary process will be initiated within fourteen (14) calendar days following the conclusion of the investigation. Discipline may not result from an anonymous oral complaint unless it has been reduced to writing or independently corroborated.

Section 7.4. Records of Disciplinary Action. Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect thirty (30) months after their effective date, providing there has been no intervening disciplinary action taken during that time period. All records of disciplinary action involving drug and/or alcohol related offenses shall remain in effect for thirty (30) months after the affected employee's last required drug and/or alcohol testing procedure.

Section 7.5. Disciplinary Appeals. Only those disciplinary actions involving a termination, demotion, or a suspension may be appealed through the grievance procedure.

Section 7.6. Personnel Files. Each employee may inspect his personnel file, which is maintained by the Employer at any a reasonable time during business hours. Complaints/charges determined through investigation to be unfounded will not remain in the employee's personnel file.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 8.1. Definition. The term "grievance" shall mean an allegation by a non probationary bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement. Therefore, any dispute or grievance which would change the terms of this Agreement, or the remedy to which would be a violation of state or federal law or constitutions, shall not be considered a grievance and is not subject to the grievance procedure. The parties agree that the

grievance and arbitration procedure shall take the place of any right to an appeal in common pleas court pursuant to R.C. 505.38(A).

Section 8.2. Group Grievances. A grievance under this procedure may be brought by any non probationary member of the bargaining unit or the Union. Where a group of bargaining unit members or the Union desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included.

Section 8.3. Limitations. If specific administrative relief of a judicial or quasi judicial nature is provided for by the statutes of the State of Ohio or by the United States for review or redress of a specific matter (i.e.: Worker's Compensation, Unemployment Compensation, and/or Department of Labor, Wage and Hour Division), and if the matter does not apply directly to a provision of this Agreement, such matters may not be processed through the internal grievance procedure. However, the parties may meet in an attempt to resolve the matter prior to any appeal to any outside agency.

Section 8.4. Grievance Contents/Information. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Employer and the Union:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance is being filed in writing;
4. Date and time grievance occurred;
5. The location where the grievance occurred;
6. A description of the incident giving rise to the grievance;
7. Specific articles and sections of the Agreement violated; and
8. Desired resolution to the grievance.

Section 8.5. Grievance Processing/Time Limits. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

For purposes of this article, a "day" shall be defined and shall mean calendar days excluding Saturdays, Sundays and holidays as listed in Article XIX of this agreement. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended only upon mutual consent of the Employer and the Union. Any such extensions shall be non-precedent setting and cannot form the basis of any subsequent claim of past practice.

Section 8.6. Procedure. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant shall submit his written grievance to the Deputy Chief within ten (10) days of the later of the occurrence that gave rise to the grievance or the date by which the grievant knew or should have known thereof. The Deputy Chief shall investigate and provide an appropriate answer within five (5) days following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee shall submit the grievance to the Fire Chief within five (5) days of the Step 1 response or the date on which the Step 1 response was due. The Fire Chief shall have five (5) days in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative. The Fire Chief shall investigate and respond in writing to the grievance within five (5) days following the meeting date, if a meeting is held, or five (5) days following receipt of the grievance, whichever is applicable.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate Union representative, if the employee desires, may refer the grievance to the Chairman of the Township Board of Trustees or designee within five (5) days after receiving the Step 2 reply or the date of default rejection, as may be applicable.

This official shall have five (5) days in which to schedule a meeting with the grieved employee and his representative. This official or designee shall investigate and respond to the grievant and/or appropriate Union representative within ten (10) days following the meeting.

Step 4: **Arbitration.** If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered or rejected by default in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply or default rejection.

Section 8.7. Arbitrator Selection. Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service. It shall be stipulated in the request to FMCS that the list must be comprised of National Academy arbitrators whose primary residence and principal place of business is in the State of Ohio. All FMCS processing fees shall be paid by the party requesting arbitration. The parties shall agree on a submission agreement outlining the specific

issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list.

Section 8.8. Hearing Procedures. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service and/or R.C. 2711. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter.

Section 8.9. Authority of the Arbitrator. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language there in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on the 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.

Section 8.10. Arbitrability. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 8.11. Decision. The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer subject to appeal as provided in Revised Code 2711.

Section 8.12. Costs/Expenses. All costs directly related to the services of the arbitrator shall be shared equally by the parties. Any expense of any witness shall be paid by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE IX
SENIORITY

Section 9.1. Definitions.

- A. **Bargaining Unit Seniority.** Bargaining unit seniority is defined as an employee's completed uninterrupted full-time service with the Employer within a bargaining unit position. In the event two (2) or more employees have the same bargaining unit seniority date, seniority will be determined by time in service as a volunteer before being hired full time.
- B. **Classification/Rank Seniority.** Classification/Rank seniority shall be defined as the of continuous employment within a specific classification within this bargaining unit from the date of appointment.

Section 9.2. Seniority during Probation. An employee shall not have seniority while on probation. Upon satisfactory completion of an Employee's probationary period, seniority will become effective as of the most recent date of commencement of continuous employment in a position as defined within the bargaining unit unless otherwise specified by this agreement.

Section 9.3. Identical Seniority Dates. In the event two (2) or more employees have the same seniority date, seniority will be determined by time in service as a volunteer before being hired full time.

Section 9.4. Loss of Seniority. Employees shall lose their seniority rights and be considered terminated if:

- A. They quit;
- B. They fail to report their absence for two (2) consecutive scheduled shifts except in case of bona fide illness and/or injuries which prevent them from doing so;
- C. They engage in any work or accept employment from another employer while on leave of absence or over stay the maximum length of a leave of absence;
- D. They fail to report to work within five (5) days after the date of recall to work from lay off, except in case of bona fide illness and/or injuries which prevent them from doing so;
- E. They are discharged for just cause.

ARTICLE X
REDUCTION IN FORCE

Section 10.1. When there is a reduction in work force due to a lack of funds or a lack of work, the Employer shall determine the applicable classifications where the reduction in force is to occur. Temporary and part-time Employees will be laid off before bargaining unit employees.

Probationary Employees within the bargaining unit will be laid off before Employees with Seniority. Employees with seniority will be laid off beginning with the Employee with the least amount of seniority under this article.

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Section 10.2. Displacement Rights. The Employer shall determine in which classification(s) the reduction in force will occur. Within each classification, employees will be laid off in accordance with their bargaining unit seniority. An employee who is about to be laid off may bump an employee with less bargaining unit seniority in a lower rated classification within the department provided he or she has the qualifications to perform the work. An employee who bumps to a lower rated classification will retain the same step, but will receive the appropriate pay for the lower classification. An employee who returns to his/her former classification after a layoff or bump shall do so at the same step he/she would have been but for the layoff.

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Section 10.3. Recall Rights. A bargaining unit member with seniority who is laid off shall be placed on a recall list for the lesser of 18 months or a period equal to the employee's seniority at the time of lay off. In the event of a vacancy, the employees on the recall list shall be recalled in order of seniority to the Employee's former job classification.

ARTICLE XI
PROBATIONARY PERIODS AND PROMOTIONS

Section 11.1. Initial Probationary Period. Employees covered by this agreement shall be considered probationary during the first year of their most recent employment with the Employer. At the end of six (6) months of the probationary period, the Employee will be reviewed by the Fire Chief to determine whether or not the Employee will be retained. A second review will be made before the Employee's one (1) year anniversary date.

Section 11.2. Discipline during Probation. During the probationary period the Employee may be disciplined or discharged without recourse to any grievance or arbitration procedure.

Section 11.3. Promotions. An employee must have a minimum of five (5) years' experience with Perrysburg Township Fire Department at the time of posting for a vacant command position in order to be eligible for participating in the promotional process. Probationary employees are not eligible to participate in promotional process. The identity of applicants for promotions will be provided to the Union President to enable input concerning the applicants to be communicated to the Chief.

Section 11.2. Promotional Probationary Period. A newly promoted employee shall serve a probationary period of one (1) year, and if the Chief determines during the probationary year that the employee should not continue in the Command position, the employee shall be returned to his previous position without loss of seniority.

ARTICLE XII
SICK LEAVE

Section 12.1. Upon appointment to full-time employment status, each employee shall accrue sick leave corresponding with each pay period. Sick leave shall accrue at a rate as noted below:

Forty (40) per week employees - 4.60 hours bi-weekly

Forty-eight (48) per week employees - 5.52 hours bi-weekly

Section 12.2. Paid sick leave shall not accrue during periods of lay-off, suspension, and any other type of unpaid leave of absence.

Section 12.3. Paid sick leave shall be accumulative to a maximum of 3000 hours. An employee shall not use more than 120 days maximum for any one off duty illness and/or injury or medical leave.

Section 12.4. Sick leave will be granted to an employee, upon approval by the Fire Chief, or designee for the following reasons:

1. Illness, injury, or pregnancy related condition of the employee
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Illness, injury, or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
4. Examination including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 12.5. Immediate family for the purpose of this Article means an employee's parents, spouse, children, or other person related to the employee by blood or marriage who lives in the same household.

Section 12.6. When an employee is unable to report for work due to illness or injury, the employee will notify the employer at least one (1) hour before the employee is scheduled to report for work. Preferably, this call off should be made the day prior by 1700 hours to allow time to fill the vacancy. It is understood by all parties involved that this is not always possible but every effort will be made. An employee who expects to be on extended sick leave must notify the employer every day the employee will be absent unless agreed otherwise.

Section 12.7. The employer may require an employee to provide a written statement from a licensed medical provider justifying sick leave after three (3) days of sick leave within a rolling six month period that runs from the first date of sick leave usage or when a pattern of sick leave

abuse occurs. If the employee has used a hospital, clinic, doctor, dentist, psychologist, optician, or other licensed medical practitioner, the employer can require the employee to provide proof from the hospital, clinic, doctor, etc. that the employee was examined, that the employee cannot work, or that the employee must take care of a member of the employee's immediate family.

Section 12.8. Full-time employees who do not use any paid sick leave in a calendar year shall be compensated with bonus personal hours off the following calendar year. These personal hours shall total forty-eight (48) hours for forty-eight (48) hours per week employees and forty (40) hours for forty (40) hour per week employees. These bonus personal hours shall be lessened on a 1:1 basis for each hour of paid sick leave used. These hours shall not be accumulative from year to year. These hours may be used in lieu of paid sick time.

Section 12.9. Paid sick leave hours shall not be used as paid vacation hours.

Section 12.10. Upon retirement, under the appropriate State of Ohio Retirement System after ten (10) years of credited service (except for disability retirements which will not require credited service minimum) or upon death, or upon termination of employment, other than for disciplinary reasons, after fifteen (15) years of service with the Township, an employee will be paid for accumulated, unused sick leave as follows:

An employee will be paid for one-fourth ($\frac{1}{4}$) of the first 1000 hours of sick pay accrued and unused and one-half ($\frac{1}{2}$) of the next 1250 hours of sick leave accrued and unused, and all of the last 125 hours of sick leave accrued and unused, not to exceed, in the aggregate, a total of 1000 hours.

ARTICLE XIII **FAMILY MEDICAL LEAVE**

Section 13.1. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law. Modifications to the Employer's policy, not required by federal law, will be done in accordance with Article 4, Work Rules.

ARTICLE XIV **FITNESS FOR DUTY**

Section 14.1. When an employee notifies the Employer the employee is no longer able to perform the essential functions of the employee's position, or the Employer has a reasonable suspicion an employee has a medical and/or psychological problem which affects the employee's ability to perform the essential functions of the employee's position, the procedures outlined in this article shall be applicable.

Section 14.2. The Employer may require the employee to submit to a medical and/or psychological examination to determine the employee's ability to perform the essential functions of the classification to which the employee is assigned. The Employer may place the employee

on paid administrative leave of absence pending the examination. Such testing or examination shall be performed by a medical professional from the respective field selected by the Employer. The cost of such tests or examinations shall be paid by the Employer. If the employee is found to be unfit for duty, the employee will be temporarily placed on available leave time or a disability leave of absence, as per Article 15 until a final determination can be made regarding the employee's ability to perform the essential functions of the employee's classification.

Section 14.3. A Disability Review Conference will be scheduled within fourteen (14) calendar days from receipt of the report of the physical examination as outlined in section 14.2, with the Employer and/or designee, the employee and the IAFF Representative, if the employee desires representation, to review the findings from the examination(s) conducted in accordance with Section 14.2 above. At the conference the employee may present any evidence which the employee believes refutes the findings from the previous examination(s). If the employee has reason to doubt the findings from the previous examination(s), the employee may submit the results of a second examination conducted by a professional from the respective field selected and paid by the employee. If the results from the second examination differ from the first, a third physician will be chosen by the two attending physicians.

A medical report will be made available to the employer, the employee and the IAFF containing medical information related to the employee's ability to perform his duties. The results of the third examination shall be final and binding on all parties. The cost of the third examination shall be shared equally by the Employer and the Employee.

Section 14.4. If an employee is found, as a result of the procedures outlined herein, to be unable to perform the essential functions of the employee's classification, the Employer may:

- A. Continue the employee on unused, accumulated sick leave, if any;
- B. Continue on or approve a temporary Disability Leave for the period of recovery not to exceed the total period permitted in Article 15;
- C. Assist the employee in applying for a disability retirement; and/or
- D. Any combination of the above.

Section 14.5. Nothing herein shall be construed nor interpreted as violating any rights an employee may have under any applicable Federal Law.

ARTICLE XV **INJURY COMPENSATION**

Section 15.1. Any employee who is injured while working within the scope of his employment, and who is temporarily totally disabled (TTD) by such injury, shall receive his usual and normal salary and compensation during such period. Work related injury for purposes of this Article shall be defined as any injury or occupational disease compensable under the Workers'

Compensation laws of the State of Ohio. On a disputed issue of injury leave, the decision of the Industrial Commission on the employee's Workers Compensation claim will be determinative.

An injured employee who is unable to work due to a work-related injury will be placed on Sick Leave pending the allowance of the claim by the Ohio BWC. If the claim is allowed, the Sick Leave used will be converted to Injury Leave. If the employee is unable to work for more than seven (7) days, the employee will be paid Injury Leave if the BWC determines that he is TTD. An employee whose claim is not allowed or is not determined to be eligible for TTD by the BWC will be eligible for Sick Leave in accordance with Article XII (Sick Leave) or other applicable leave. Employees will not receive TTD benefits from the BWC as long as Perrysburg Township is paying the employee's usual and normal salary (BWC wage continuation).

Section 15.2. The Employer has the right to assign the employee to other duties for the duration of the injury leave in accordance with the provisions of Article XVI Light Duty Assignment.

Section 15.3. In the event the disability is found to be permanent, the employee shall avail herself/himself to the benefits provided by the State Worker's Compensation Law and the Police and Fire Disability Pension Fund.

ARTICLE XVI **LIGHT DUTY ASSIGNMENT**

Section 16.1. An employee who is unable to fully perform the duties of their classification because of medical reasons may be returned to work temporarily in light duty status, with the concurrence of the Fire Chief, when a doctor certifies that he/she can be returned to light duty and identifies the appropriate limitations for such duty. Preference in light duty assignments will be given to employees with work-related injuries who are able to work light duty. Nothing in this article shall obligate the Employer to create a light duty position for an employee who is unable to return to work.

Section 16.2. An employee assigned to light duty will work forty (40) hours per week and will be paid as a forty (40) hour a week employee according to the schedule labeled Appendix B.

ARTICLE XVII **PROGRAM FOR SUBSTANCE ABUSE**

Section 17.1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) "reasonable suspicion," which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; (3) post-accident; or (4) randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to

third party unless required by law. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 17.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 17.3. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by SAMHSA recognized certification program. Testing shall be conducted in a manner to ensure that an employee’s legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 17.4.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcp amphetamines, sedatives and/or alcohol as follows:

| DRUG | SCREENING TEST | CONFIRMATION |
|--------------------------|------------------------|-----------------|
| 1. Amphetamines | 1000 ng/ml Amphetamine | 500 ng/ml GC-MS |
| 2. Barbiturates | 300 ng/ml Barbiturate | 200 ng/ml GC-MS |
| 3. Benzodiazepines | 300 ng/ml | 200 ng/ml |
| 4. Cocaine Metabolites | 300 ng/ml | 150 ng/ml |
| 5. Marijuana Metabolites | 50 ng/ml | 15 ng/ml |
| 6. Methadone | 300 ng/ml | 200 ng/ml |
| 7. Methaqualone | 300 ng/ml | 200 ng/ml |
| 8. Opiates | 2000 ng/ml | 2000 ng/ml |
| 9. PhencyclidinePCP | 25 ng/ml | 25 ng/ml |
| 10. Propoxyphene | 300 ng/ml | 200 ng/ml |

Alcohol – .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee’s breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee’s expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 17.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 17.6. If a positive result is produced after the required testing, 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, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 17.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 17.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the IAFF, Local 4170 shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 17.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 17.9. The Employer may conduct four (4) tests of an employee during the one (1) year period, or more frequently or for a longer period of time if recommended by the Administrator of the rehabilitation/detoxification program, after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 17.10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 17.11. In the event the employee is required to submit to reasonable suspicion drug testing during the course of his or her shift, the employee shall be driven to and from the testing site by a supervisor and placed on paid administrative leave for the remainder of the employee's

shift. In the event the employee is required to submit to post-accident drug testing, the employee shall be driven to and from the testing site, and the Employer shall have the discretion as to whether to place the employee on paid administrative leave for the remainder of the shift, taking into account factors that include, but are not limited to any doctor's restrictions (if an injury is involved), the extent of the property damage involved, and whether the employee demonstrates signs of being under the influence of alcohol or drugs.

If a positive test occurs, those hours paid will be deducted from the employee's sick leave accrual. Upon return to the station, the employee must make arrangements for transportation home.

ARTICLE XVIII
PAID VACATION LEAVE

Section 18.1. All full-time employees shall be eligible for paid vacation leave following their one (1) year anniversary date of continuous service. The number of hours shall be determined by length of continuous service.

Section 18.2. Vacation leave credits are not earned and shall not be credited during any time an employee is not in active pay status.

Section 18.3. Paid vacation leave shall accrue as follows for forty (40) work hours per week employees, starting with:

| | | |
|-------------------------------------|---------|---------------------|
| 0 - 1 years of continuous service | 0 weeks | 0 hours bi-weekly |
| 2 - 6 years of continuous service | 2 weeks | 3.1 hours bi-weekly |
| 7 - 12 years of continuous service | 3 weeks | 4.6 hours bi-weekly |
| 13-21 years of continuous service | 4 weeks | 6.2 hours bi-weekly |
| 22 - 25 years of continuous service | 5 weeks | 9.2 hours bi-weekly |
| 26 years of continuous service | 6 weeks | 9.3 hours bi-weekly |

Section 18.4. Paid vacation leave shall accrue as follows for 24/48 hour shift employees, starting with:

| | | |
|------------------------------------|---------|---------------------|
| 0 - 1 years of continuous service | 0 weeks | 0 hours bi-weekly |
| 2 - 6 years of continuous service | 2 weeks | 3.7 hours bi-weekly |
| 7 - 12 years of continuous service | 3 weeks | 5.6 hours bi-weekly |
| 13 -21 years of continuous service | 4 weeks | 7.4 hours bi-weekly |

| | | |
|-------------------------------------|---------|----------------------|
| 22 - 25 years of continuous service | 5 weeks | 7.7 hours bi-weekly |
| 26 years of continuous service | 6 weeks | 11.1 hours bi-weekly |

Section 18.5. Vacation leave shall be accumulative up to a maximum of twice the employee's yearly accruable hours. If an employee accumulates their maximum amount allowable, the employee shall not accrue additional hours until their accumulative hours are reduced. Hours may be reduced by either using hours or receiving monetary compensation for up to half of the accumulated hours at the employee's regular rate of pay.

Section 18.6. Vacation leave requests shall be submitted at least twenty-one (21) days in advance for approval. Such requests shall be approved in accordance with the work load requirements of the Employer and will be scheduled on a first-come, first serve basis. If two (2) or more employees request vacation leave simultaneously and the Employer cannot grant both requests, the employee with the greatest seniority according to Article IX will be granted said request.

Section 18.7. Management is responsible for filling all shift vacancies, but requests for leave made with less than 21 days advance notice shall not be approved if the Employer would have to force an employee to cover the vacancy.

Section 18.8. Upon separation from the employer, an employee shall be entitled to compensation at the employee's current rate of pay for all accrued but unused vacation leave to the employee's credit.

Section 18.9. In case of death of the employee, any unused vacation leave credit of the employee shall be paid to the deceased employee's spouse or the estate if there is no surviving spouse.

Section 18.10. Part-time employment years shall be used to compute the rate of vacation accrual when transferred to full-time status for employees hired prior to January 1, 2003.

Section 18.11. The vacation request form will include a space to write in the dates to and from which the employee will not be available if the request is approved. The employer will recognize that by approving the vacation request it is also approving those dates.

**ARTICLE XIX
PAID HOLIDAY PLAN**

Section 19.1. All full-time employees shall be compensated for the following National and State holidays:

New Years Day

Martin Luther King Day

Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 19.2. Full-time employees who work the day of the holiday shall be compensated additional hours for working the holiday. The employee working the holiday shall be the employee compensated for working the holiday in the event of a shift trade. Forty (40) hour per week employees may trade Veterans' Day for the Day after Thanksgiving, with advance notice to the employee's supervisor of intent to do so.

Section 19.3. Paid holiday hours shall be eighteen (18) hours for 48 hours/week employees who work a holiday.

Section 19.4. When any of the holidays specified in section 19.1 falls on Sunday, it shall be celebrated on the following Monday. When any such holiday falls on a Saturday, the holiday will be celebrated on the Friday preceding the holiday.

Section 19.5. Section 19.4 applies only to employee's working on eight (8) hour shifts. Employees working on twenty-four (24) hour shifts will celebrate the holiday on the weekend day on which the holiday falls.

Section 19.6. Full-time, 48 hours/week employees who do not work the day of the holiday or the day the holiday is legally observed shall be compensated with twelve (12) hours of pay for that day at their regular pay rate. No 48 hours/week employee shall receive less than twelve (12) hours of holiday pay. Full-time, 40 hours/week employees who do not work the day of the holiday or the day the holiday is legally observed shall be compensated with eight (8) hours of pay for that day at their regular rate. No full-time, 40 hours/week employee shall receive less than eight (8) hours of the holiday pay.

Section 19.7. When a holiday occurs while an employee is on vacation according to Article XVIII, the employee shall receive holiday pay in accordance with Section 19.5 or 19.6, whichever is applicable to the employee.

ARTICLE XX
BEREAVEMENT LEAVE

Section 20.1. Paid funeral leave will be granted to an employee upon approval of the Fire Chief in the event of a death of a member of the employee's immediate family, including the employee's spouse, or significant other if unmarried, children, step children, parents, step parents, brother, sister, grandparents, spouse's grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Such leave will not be unreasonably denied and shall be limited to a reasonably necessary time not to exceed three (3) eight (8) hour days for forty (40) hour per week employees or one (1) twenty-four (24) hour shift for forty-eight (48) hour per week employees. These hours shall be paid at straight time compensation and may require receipt of proof of attendance at the funeral if requested by the Employer.

Section 20.2. In the event that it is necessary in order for the employee to attend the funeral pursuant to Section 20.1, up to a maximum of 24 hours of paid sick leave may be utilized, which utilization shall not be considered in determining the employee's entitlement to any incentive to which he/she may otherwise be entitled based upon non-use of sick leave.

Section 20.3. Employees shall be allowed eight (8) hours of paid bereavement leave from their shift, and additional time from vacation or personal leave or compensatory time or unpaid leave, to attend the funeral of the employee's or spouse's aunts, uncles, cousins, nieces, nephews, brothers-in-law or sisters-in-law, defined to be limited to either the sibling of the employee's spouse or the spouse of the employee's sibling.

Section 20.4. The Township Trustees reserve the right to extend bereavement leave at their discretion.

ARTICLE XXI
JURY LEAVE

Section 21.1. An employee who is called to and reports for jury service shall be compensated by the Employer for full pay for such hours of jury service.

Section 21.2. If an employee is released from jury service on any workday when four (4) or more hours remain in the employee's normal work day at the time of release, the employee shall then report to work.

Section 21.3. All compensation received by an employee as a result of jury service shall be remitted by the employee to the Employer. However, the employee shall not be required to remit to the Employer those sums paid to the employee as reimbursement for actual expenses, such as travel, incurred in connection with jury service.

Section 21.4. In order to be eligible for payment, the employee must notify the Fire Chief within a reasonable time after receipt of notice of selection for jury duty and must furnish written statement from appropriate court official showing the date served and the amount of pay received.

ARTICLE XXII
COURT LEAVE

Section 22.1. Time off with pay shall be allowed for employees who are subpoenaed to attend any court of record as a witness resulting from their official duties as Firefighters/EMTs for Perrysburg Township. All witness fees shall be assigned to the Employer.

Section 22.2. If the employee uses their personal vehicle for transportation to and/or from court, they shall be reimbursed at the rate per mile as authorized by the internal revenue service at the time of travel. The Employer has the option to permit the use of a township vehicle if one is available.

ARTICLE XXIII
MILITARY LEAVE

Section 23.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or the reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed one (1) month in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is: (a) 176 hours (22 workdays) for an employee working an eight (8) hour schedule or (b) 408 hours (17 workdays) for an employee working a 24 hour schedule or such other amount as may be enacted by the Ohio Legislature (R.C. 5923.05). The employee shall remit to the Employer of all compensation, allowances, and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status.

Section 23.2. The Employer shall grant a leave of absence, without contractual benefits, to an employee who enters active military service for longer than one (1) month for each calendar year. During such leave of absence, the employee shall be paid the lesser of the following: (1) the difference between the employee's gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month; or \$500.

The Employer shall grant the employee subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

ARTICLE XXIV
TRAINING AND SEMINARS

Section 24.1. The Employer shall compensate employees the full cost of required certification training provided the employee successfully completes such training.

Section 24.2. Employees who attend required education courses to maintain their certification level shall be compensated at their current regular pay rate to a maximum of eight (8) hours per day of the course.

The maximum number of hours to be compensated per year for outside of the department training shall not exceed thirty (30) hours in any one calendar year without prior approval of the Fire Chief. Any requests for compensated training over thirty (30) hours in any one (1) year shall be approved by the Fire Chief.

Section 24.3. Employees who wish to attend an educational course not required for recertification shall submit a request to attend the course to the Fire Chief in a timely manner for approval, preferably 2 weeks prior if time allows.

Section 24.4. Employees attending educational courses either for recertification or with approval of the Fire Chief will be reimbursed for reasonable necessary expenses, i.e. registration fees, meals, tuition, parking, and tolls.

Section 24.5. If an employee travels fifty (50) miles or greater from the Perrysburg Township office complex, Employer shall reimburse the employee for reasonable lodging expenses.

Section 24.6. Reimbursement for meals shall not exceed \$25.00 per day of the event.

Section 24.7. If the employee uses their personal vehicle for transportation to and/or from the educational event, they shall be reimbursed at the rate per mile as authorized by the Internal Revenue Service at the time of travel. Employee does have the option to use a Township owned vehicle if available.

Section 24.8. No expenses of any type shall be reimbursed without receipt for expenses paid by the employee.

Section 24.9. Any other training (increase in EMS certification level) shall be reimbursed at the discretion of the Fire Chief with the approval of the employer. When the Township pays for increased certification level, the employee must continue employment with the Township for the earlier of five (5) years or retirement from the profession, or reimburse the cost of the increased certification.

ARTICLE XXV **UNIFORM ALLOWANCE**

Section 25.1. The Employer shall assume the cost of furnishing new employees with a complete set of uniform requirements for the first year of service. The Employer shall pay for all uniforms by a P.O. to the said Company or business that this allowance is being bought from. This shall include:

1. four (4) uniform shirts consisting of short sleeve and long sleeve shirts, with the employee choosing the quantity of short sleeve or long sleeve shirts he or she is issued
2. four (4) pair of work pants
3. six (6) t-shirts
4. one (1) lined or unlined sweater for the fire inspector
5. one (1) tie for the fire inspector
6. one (1) "New Yorker" style work shirt
7. one (1) pair of work boots or shoes
8. one (1) all weather coat
9. one (1) uniform belt
10. two (2) uniform badges
11. one (1) name plate.

These original uniform articles shall remain property of the Employer.

Section 25.2. The Fire Chief or designee shall approve all purchases of uniforms and equipment including replacements under this article and turnout gear, and shall approve all structural firefighting equipment that is NFPA approved. This approval will not be unreasonably withheld or delayed.

Section 25.3. All replacements to be made under this article must be requested through the Fire Chief or designee who shall investigate such request and approve or disapprove the same.

Section 25.4. If any changes in the style of the current uniform, the Employer shall be responsible for the initial allotment at no cost to the employees.

Section 25.5. Current employees will be brought up to the uniform standards set forth in this article.

Section 25.6. The employer will reimburse an employee up to \$250.00 dollars for the cost of replacing eye glasses that were damaged in the course of employment and the cost up to \$75.00, to replace an employee's wrist watch that is damaged or lost in the performance of the employee's duties. The employee agrees to pay the employer any payment received for reimbursement of damaged personal equipment from a court ordered reimbursement up to the amount that the employer has already reimbursed the employee. The Township will contribute up to \$150 toward the purchase of an SCBA-approved insert for an employee's mask.

ARTICLE XXVI
INSURANCE

Section 26.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as selected and approved by the Board under the terms of this article. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer will notify the union in advance of such action. Employee contributions shall continue to be paid with pre-tax dollars.

Section 26.2. Plan Coverage/Enrollment. All employees are eligible to participate in either of the plans established and referenced below subject to the requirements of the respective plan.

Section 26.3. HSA Funding. For the year 2011, the Employer shall fund one thousand two-hundred dollars (\$1,200) for a single plan and two-thousand four hundred dollars (\$2,400) for other coverage (i.e. family, EE/child, etc.) to the employee's HSA account. Funding shall be deposited into the employee's HSA on or about January 1. Any employee that separates from employment in a given plan year shall have the annual contribution prorated to a monthly basis and apportioned to the length of time served during the year of separation. The Employer shall then deduct from the employee's separation payments any excess monies that were initially credited based upon a full year's service that was not rendered. (i.e., an employee retiring or leaving employment in June of a given year shall have 50% of the annual HSA contribution withheld from his severance payment or final paycheck).

Section 26.4. Life Insurance. The life insurance benefit levels in effect on the date of execution of this agreement shall remain unchanged (\$50,000.00).

Section 26.5. Contribution Amounts. Perrysburg Township and its employees shall contribute the following base monthly amounts for the applicable coverage (e.g., single, 2-party, family, etc.) under its plan. The contribution shall be made through biweekly payroll deductions.

| <u>HSA Plan (88%/12%)</u> | <u>Township</u> | <u>Employee</u> | <u>Per Pay</u> | <u>Total Base Amount</u> |
|---------------------------|-----------------|-----------------|----------------|--------------------------|
| Single Contribution | \$ 456.03 | \$ 62.19 | \$28.70 | \$ 518.22 |
| EE/Spouse | \$ 905.78 | \$ 123.52 | \$57.01 | \$ 1,029.30 |
| EE/Children | \$ 743.86 | \$ 101.44 | \$46.82 | \$ 845.30 |
| Family Contribution | \$1,193.62 | \$ 162.77 | \$75.12 | \$ 1,356.39 |

| <u>PPO Plan (88%/12%)</u> | <u>Township</u> | <u>Employee</u> | <u>Per Pay</u> | <u>Total Base Amount</u> |
|---------------------------|-----------------|-----------------|----------------|--------------------------|
| Single Contribution | \$ 456.03 | \$ 201.04 | \$ 92.79 | \$ 657.07 |
| EE/Spouse | \$ 905.78 | \$ 460.07 | \$212.34 | \$1,365.85 |
| EE/Children | \$ 743.86 | \$ 541.90 | \$250.11 | \$1,285.76 |
| Family Contribution | \$1,193.62 | \$ 872.61 | \$402.74 | \$2,066.23 |

Section 26.6. Insurance Committee. The parties agree to continue to maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union agrees to participate in the committee. The committee shall consist of two (2) representatives from each of the Township bargaining units, one (1) non-bargaining unit representative, and two (2) representatives of the Employer, one (1) of which will be a member of the Board of Trustees. The insurance committee shall have the ability to recommend coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote. Recommendations are non-binding in nature and pursuant to Section 1 of this article the Board shall have the final authority to adjust plan benefits levels, alter offering, and otherwise determine the method and provision of coverage should it deem such action necessary.

ARTICLE XXVII
RETIREMENT BENEFITS

Section 27.1. To the extent applicable and as permitted by law, each employee's mandatory contribution to the pension fund in which the employee is a member shall be designated as "picked up" by the employer as contemplated by Internal Revenue Service rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by their current percentage amount of the employee's mandatory pension fund contribution which has been designated as "picked up" by the employer, and that amount designated as "picked up" by the employer shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the employer's total contribution to the respective pension fund increased thereby.

ARTICLE XXVIII

WAGES

FIRST FULL PAY PERIOD IN JANUARY 2011, 2012, 2013

Section 28.1. Effective ~~January 1, 2011~~, the attached wage schedule marked as Appendixes A, B and C shall be adhered to. Those rates reflect a 1.5% pay increase for the first year of the agreement. They further reflect additional pay increases effective January 1, 2012, of 1.5% and January 1, 2013 of 2.0%.

Section 28.2. An employee who reaches step five (5) shall be considered at the maximum level. In the employee's following years of employment, the employee shall follow step 5.

Section 28.3. Employees who increase their E.M.S. certification level shall work on shift with a paramedic during a three (3) month evaluation period. At the conclusion of the three (3) month evaluation period, the employee's performance shall be evaluated by the Fire Chief or designee and their shift paramedic to determine if they are capable of functioning at their new level of certification. At the conclusion of the evaluation, the employee's evaluation period may be terminated or extended.

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Section 28.4. The duration of each pay step shall be as follows:

| | |
|---------|--------|
| Step #1 | 1 year |
| Step #2 | 1 year |
| Step #3 | 1 year |
| Step #4 | 1 year |
| Step #5 | 1 year |

Section 28.5. Yearly pay increases will be awarded as reflected in Appendixes A, B and C effective with the first full pay periods in January 2011, 2012, and 2013.

Section 28.6. Step increases shall be awarded with the first full pay period following the anniversary date of the employee's employment in the bargaining unit.

Section 28.7. In the event that an officer is scheduled but unavailable to work a shift, a member of that shift designated by the Chief to act as the officer in charge will be paid an additional \$.70 per hour for each hour in which [s]he serves in that capacity.

ARTICLE XXIX
LONGEVITY PAY

Section 29.1. Each permanent, full-time employee who has completed a minimum of three (3) years of continuous employment with the Employer shall receive an annual longevity payment as described below, with payment being made by the 1st payday in December.

Section 29.2. The amount of such annual longevity payment shall be equal to sixty dollars (\$60.00) for each full year of continuous employment in excess of three (3) years. The first year will be prorated from the first day of employment to the first day of December at one-twelfth (1/12) of the annual longevity rate following the third anniversary of employment.

After five (5) years of continuous service, such annual longevity payment shall be equal to sixty dollars (\$60.00) for each full year of continuous employment and seventy-five dollars (\$75.00) for each full year of continuous employment in excess of five (5) years.

Section 29.3. The maximum amount of longevity pay for any one (1) employee shall be fourteen hundred twenty-five dollars (\$1425.00) in any one (1) year.

Section 29.4. If an employee terminates their employment, they shall not be eligible for longevity pay.

Section 29.5. If an employee retires prior to the first day of December, their longevity pay shall be prorated and paid at the time of retirement.

Section 29.6. Longevity pay shall not be calculated or earned during periods of unpaid leave of absences.

ARTICLE XXX
HOURS OF WORK, SHIFTS AND OVERTIME COMPENSATION

Section 30.0. Shift Assignments, Vacancies and Trades. Whenever feasible and except where the assignment is as the result of or to avoid workplace personality disharmony, an employee shall be given a thirty (30) day advance written notice if the employee is going to be involuntarily moved from one shift to another.

In the event of a shift vacancy, the Chief or his designee shall post notice of the vacancy, and any interested and qualified employee may submit a written request to the Chief or his designee within ten (10) calendar days of the posting. The Chief and/or his designee will review the request and make the final determination as to whether or not the request will be granted.

If two employees wish to permanently trade shifts, both employees should submit a written request to the Chief or his designee requesting the reassignment. The Chief and/or his designee will review the requests and make the final determination as to whether or not the requests will be granted.

Section 30.1. Overtime Pay.

- a. For employees on twenty-four (24) hour shifts, all work actually performed beyond the end of the normal shift or when the employee is recalled to work, responds to an off duty call, or in excess of two hundred twelve (212) hours in a twenty-eight (28) day period will be paid at one and one-half (1½) times an employee's hourly rate of pay. For employees normally working eight (8) hour shifts, all work actually performed in excess of eight (8) hours in a day or eighty (80) hours in a fourteen (14) day period or when the employee is recalled to work shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay. For purposes of this Section, a day shall begin at 7:00 am. and end the following day at 6:59 a.m. When an employee normally working eight (8) hours is required to substitute for an employee on a twenty-four (24) hour shift, overtime will be paid at the same rate as for the twenty-four (24) hour employee unless specified. Unworked time shall not be considered as hours worked for the purposes of this Agreement. There shall be no pyramiding of overtime.
- b. Overtime work for all employees must be authorized in advance by the Fire Chief or his designee, except in case of emergencies.

Section 30.2. There shall be an overtime rotation list maintained by the Fire Chief and posted on the server for the full-time employees. Each calendar year, employees will be placed on the list based on the number of overtime hours they worked the preceding year beginning with the employee who worked the least. When there is a need for shift coverage by full-time employees,

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full time employees will be asked to work according to classification needed beginning with the employee who has worked the least amount of overtime for the current year.

Section 30.3. All calls for overtime shall be made using the posted phone list in the manner described in Section ~~29.2~~. If an answering machine or Voicemail is reached, a message will be left to confirm the call was made. Each employee shall be responsible for providing the fire chief with a number that they can be reached at while not at work. In the case of an emergency shift vacancy (i.e., less than 8 hours notice), this process shall not be enforced.

Section 30.4. A list of Employees will be maintained by the fire chief and will be in order starting with the least senior employee and ending with the most senior employee. In the event that no employee accepts the overtime the first person on the list that meets the job classification that needs filled will be forced to work. That employee's name will then be marked off the list and the next employee on the list will be forced to work the next time a shift is available and no employee agrees to fill the vacancy. In the event that the employee on the list to be forced was not able to be reached their name will not be marked and the next employee on the list will be forced. The employee whose name was not marked off will be first on the list to be forced the next time a vacancy needs filled and no employee accepts the overtime.

Section 30.5. If an employee is forced to work as described in Section 30.4, they shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay.

Section 30.6. The maximum amount of compensatory time an employee may accrue is seventy-two (72) hours. Any overtime worked that would increase the employee's accrued compensatory time above this maximum shall be paid at the appropriate overtime rate. Employees shall have the option to re-accumulate the compensatory time hours each time an employee's hours fall below the maximum seventy-two (72) hours accrued.

Compensatory time shall be granted at a time convenient to the employee and the Employer, which does not create additional overtime unless otherwise approved by the Employer. The employee must submit a written request for compensatory time off and receive approval from the Employer prior to taking compensatory time off. Such request shall not be unreasonably denied. In the event the prohibition against allowing compensatory time to be used if overtime would have to be paid to an employee is determined to be unenforceable by a court of competent jurisdiction, the parties will reopen this Agreement with respect to compensatory time only.

Section 30.7. In the event of a leap year, 24 hour employees will be scheduled for an eight (8) hour shift on February 29th. This shall be done in the ABC shift rotation unless otherwise agreed to maintain holiday rotation.

Section 30.8. An employee may choose to take any or all of their accumulated compensatory time in pay twice per calendar year, once on the first pay day in July and once on the first payday in December. A written request to convert compensatory time to pay must be received from the employee before the end of the pay period that it is to be paid, i.e., the first pay period in July or December.

ARTICLE XXXI
CALL IN

Section 31.1. If an employee responds to an off duty run in accordance with their job description, this employee shall be compensated for a minimum of two (2) hours. If the time on the run extends beyond the two (2) hour period, employee shall then be compensated for actual time on run. If a second (2nd) call comes in during the original two (2) hour period, employee shall be compensated for second (2nd) call if it extends beyond the original two (2) hour period for time actually spent on second (2nd) call in excess of the original two (2) hours.

ARTICLE XXXII
DEDUCTION OF DUES

Section 32.1. The Employer will deduct dues, fees, and assessments owed to the Association from each paycheck of each employee who has voluntarily signed the proper legal authorization for such deductions and who is covered by this agreement. The Union will be responsible for determining the amount to be withdrawn and will notify the Employer of the amount. The Association will only make changes to the amount of the dues, fees, and assessments effective on the first payday in January. The Employer will remit said dues, fees, and assessments to the Association Treasurer by the 15th day of each month following the month in which the check off is made.

AUTHORIZATION FOR PAYROLL DEDUCTION

NAME _____

RANK _____

DEPARTMENT FIRE _____

I hereby authorize the Employer (Perrysburg Township) to deduct the sum of \$ _____ from the first and second pay check of each month for dues in IAFF Local 4170, effective _____.

It is my understanding that this Authorization can only be revoked by thirty (30) days prior written notice in the event of my withdrawal from membership in the Union or by submission, in writing to the Employer and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

I also hereby authorize the Employer to accept and honor the written request of IAFF Local 4170 signed by the Union President and Treasurer, to increase or decrease the amount of dues withheld from my wages.

MEMBER _____

WITNESS _____

ARTICLE XXXIII
COMPLETE AGREEMENT

Section 33.1. This Agreement constitutes the entire agreement between the Employer, the Union and all bargaining unit employees and supersedes and replaces any and all obligations and/or agreements, and practices, whether written or oral, express or implied between or concerning bargaining unit employees, the Union and/or the Employer. Any amendment, modification or addition to this Agreement must be reduced to writing and duly executed by the parties to become effective.

ARTICLE XXXIV
DURATION

Section 34.1. This Agreement shall be effective as of January 1, 2011, and shall remain in full force and effect through midnight December 31, 2013.

Section 34.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be by certified mail or receipted personal delivery to the Township Administrator or to the Union President.

ARTICLE XXXV
EMPLOYEE LIABILITY

Section 35.1. Consistent with the Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of the employee in any civil action brought against the employee by reason of employment with Perrysburg Township.

The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

Representation and Defense by the Employer shall be limited to the extent that it shall not indemnify said Employer for punitive or exemplary damages, but only those compensatory damages where the Employer was acting in good faith and within the scope of employment.

ARTICLE XXXVI
NO STRIKE/NO LOCKOUT

Section 36.1. The Employer and the IAFF agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the IAFF to avoid work stoppages and strikes.

Section 36.2. Neither the IAFF nor any member of the bargaining unit, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, concerted sick leave, walkout, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer.

Section 36.3. The IAFF shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause. In the event of a violation of the no-strike clause, the IAFF shall promptly notify all employees in a reasonable manner that the strike work stoppage or slowdown, or other unlawful interference with normal operations of the Employer are in violation of this Agreement, unlawful and not sanctioned or approved of by the IAFF. The IAFF shall advise the employees to return to work immediately. The terms and provisions of the no strike clause, shall survive the duration of the contract.

Section 36.4. The Employer shall not lock out any employees in the bargaining unit.

ARTICLE XXXVII **WAIVER IN EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Emergency Management Agency or the federal or state legislature, such acts of God, civil disaster or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Agreements relating to the assignment of employees.

Section 37.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement from the point in the grievance procedure to which the grievances had properly progressed prior to the emergency.

SIGNATURE PAGE

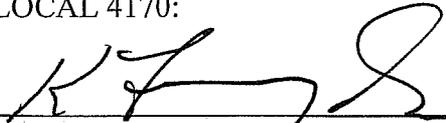
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 11TH day of July, 2011.

FOR PERRYSBURG TOWNSHIP:

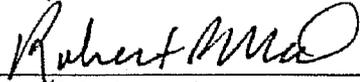
FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 4170:



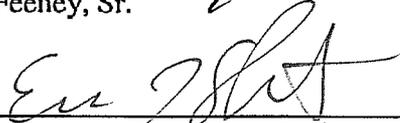
Gary Britten, Trustee



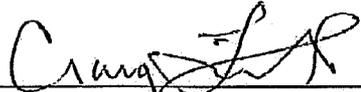
Keith Feeney, Sr.



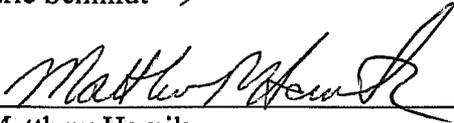
Robert Mack, Trustee



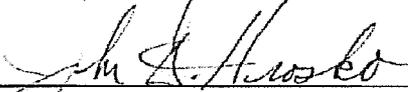
Eric Schmidt



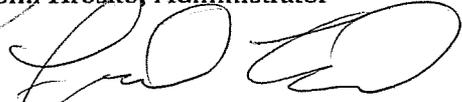
Craig LaHote, Trustee



Matthew Homik



John Hrosko, Administrator



Frederick J. Lord, Management Consultant

APPENDIX A

Hourly Wage Matrix Fire/EMS Division (24/48 Shift)

| STEP | 1 | 2 | 3 | 4 | 5 |
|-------------|----------|----------|----------|----------|----------|
| 1.5% | | | | | |
| 2011 Base | | | | | |
| FF/EMT – P | \$19.47 | \$20.36 | \$21.50 | \$22.64 | \$23.85 |
| FF/EMT – I | \$18.55 | \$19.48 | \$20.60 | \$21.76 | \$22.98 |
| FF/EMT – B | \$15.63 | \$16.68 | \$18.16 | \$19.53 | \$20.94 |

| STEP | 1 | 2 | 3 | 4 | 5 |
|-------------|----------|----------|----------|----------|----------|
| 1.5% | | | | | |
| 2012 Base | | | | | |
| FF/EMT – P | \$19.76 | \$20.67 | \$21.82 | \$22.98 | \$24.21 |
| FF/EMT – I | \$18.83 | \$19.77 | \$20.91 | \$22.09 | \$23.32 |
| FF/EMT – B | \$15.86 | \$16.93 | \$18.43 | \$19.82 | \$21.25 |

| STEP | 1 | 2 | 3 | 4 | 5 |
|-------------|----------|----------|----------|----------|----------|
| 2% | | | | | |
| 2013 Base | | | | | |
| FF/EMT – P | \$20.16 | \$21.08 | \$22.26 | \$23.44 | \$24.69 |
| FF/EMT – I | \$19.21 | \$20.17 | \$21.33 | \$22.53 | \$23.79 |
| FF/EMT – B | \$16.18 | \$17.27 | \$18.80 | \$20.22 | \$21.68 |

APPENDIX B

Hourly Wage Matrix Fire/EMS Division (40 Hour Shift)

| STEP | 1 | 2 | 3 | 4 | 5 |
|-------------|----------|----------|----------|----------|----------|
| 1.5% | | | | | |
| 2011 Base | | | | | |
| FF/EMT – P | \$23.36 | \$24.43 | \$25.80 | \$27.17 | \$28.62 |
| FF/EMT – I | \$23.07 | \$23.37 | \$24.74 | \$26.11 | \$27.58 |
| FF/EMT – B | \$18.76 | \$20.02 | \$21.78 | \$23.44 | \$25.13 |

| STEP | 1 | 2 | 3 | 4 | 5 |
|-------------|----------|----------|----------|----------|----------|
| 1.5% | | | | | |
| 2012 Base | | | | | |
| FF/EMT – P | \$23.71 | \$24.80 | \$26.19 | \$27.58 | \$29.05 |
| FF/EMT – I | \$23.42 | \$23.72 | \$25.11 | \$26.50 | \$27.99 |
| FF/EMT – B | \$19.04 | \$20.32 | \$22.11 | \$23.79 | \$25.51 |

| STEP | 1 | 2 | 3 | 4 | 5 |
|-------------|----------|----------|----------|----------|----------|
| 2% | | | | | |
| 2013 Base | | | | | |
| FF/EMT – P | \$24.18 | \$25.30 | \$26.71 | \$28.13 | \$29.63 |
| FF/EMT – I | \$23.89 | \$24.19 | \$25.61 | \$27.03 | \$28.55 |
| FF/EMT – B | \$19.42 | \$20.73 | \$22.55 | \$24.27 | \$26.02 |

APPENDIX C

Hourly Wage Matrix Fire/EMS Division (24/48 Captains)

| | |
|-------------|----------|
| STEP | 5 |
| 1.5% | |
| 2011 Base | |
| FF/EMT – P | \$25.41 |
| FF/EMT – I | \$24.48 |
| FF/EMT – B | \$22.30 |

| | |
|-------------|----------|
| STEP | 5 |
| 1.5% | |
| 2012 Base | |
| FF/EMT – P | \$25.79 |
| FF/EMT – I | \$24.85 |
| FF/EMT – B | \$22.63 |

| | |
|-------------|----------|
| STEP | 5 |
| 2% | |
| 2013 Base | |
| FF/EMT – P | \$26.31 |
| FF/EMT – I | \$25.35 |
| FF/EMT – B | \$23.08 |