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**AGREEMENT BETWEEN
PAINT CREEK JOINT EMS/FIRE DISTRICT**

AND

THE

**IAFF, LOCAL 4811
2011-MED-01-0044**

Effective June 30, 2011 – June 29, 2014

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between The Paint Creek Joint EMS/Fire District hereinafter referred to as the "Employer" or the "District" and The International Association of Fire Fighters Local 4811, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain relations between the Employer and the Union, to provide for adjustment of differences which may arise, and to establish the full and complete understandings and agreements between the parties' governing wages, hours, and terms and conditions of employment.

ARTICLE 2
UNION RECOGNITION

The District hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time Officers-in-Charge/Captain, Firefighter/Paramedics, and Firefighter/EMTs of the District, excluding the Fire Chief, Assistant Fire Chiefs, and all part-time, seasonal, and casual employees as outlined in SERB Case No. 2010-REP-09-0149.

ARTICLE 3
DUES DEDUCTION

Section 3.1. Union Dues. Upon the written authorization of the employee, the District agrees to deduct once each month from the wages of each employee the sum certified as Union dues, and deliver the sum to the Union Treasurer (form Appendix A). The signed payroll deduction form must be presented to the District by the employee or the Union prior to any deduction. The Union will provide a deduction form that complies with this article.

Section 3.2. The rate of which dues are to be deducted shall be certified to the District or designee by the IAFF. Thirty (30) days advance notice must be given to the District or designee prior to making any changes in an individual's dues deduction.

Section 3.3. The Union warrants and guarantees to the Employer that no provision of this article violates the Constitution or laws of either the United States or the state of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive responsibility.

Section 3.4. The Employer shall be relieved from making such deductions upon termination of employment, transfer to a job other than the one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of dues deduction authorization.

Section 3.5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, have failed to receive sufficient wages to equal deductions. Deductions under this article are the last payroll deduction to be applied to wages earned.

Section 3.6. Dues deduction authorization can be revoked by submission in writing to the District and Union with thirty (30) days notice.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The District and the Union accept their responsibility to ensure non-discrimination for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, sex, marital status, genetic information, or military status.

Section 4.2. The District shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

Section 4.3. The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Union.

Section 4.4. Wherever the context requires, the use of the words herein in the singular shall be construed to include the plural, and the words in the plural, the singular. Words whether in the masculine or feminine shall be construed as gender neutral, and shall not be interpreted to be discriminatory by reason of sex.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. The District possesses the sole right to manage and operate the District, direct the workforces, control the premises, and maintain efficiency of operations, and all management rights repose in it, except to the extent that such rights are specifically and expressly modified by the terms of this Agreement or as specified in applicable federal or state law. Those rights include, but do not limit the Employer's right and responsibility to do the following:

- a. Hire, discharge for just cause, transfer, suspend, or discipline employees;
- b. Determine the number of persons required to be employed or laid off;
- c. Determine the qualifications of employees;
- d. Determine the starting and quitting time and the number of hours to be worked by its employees;
- e. Make any and all reasonable rules and regulations;
- f. Determine the work assignments of its employees;
- g. Determine the basis for selection, retention, and promotion of employees;
- h. Determine the type of equipment used and the sequence of work processes;

- i. Determine the making of technological alterations by revising either process or equipment or both;
- j. Determine work standards and the quality and quantity of work to be produced;
- k. Select and locate buildings and other facilities;
- l. Establish, expand, transfer, or consolidate work processes and facilities;
- m. Consolidate, merge, or otherwise transfer any or all of its facilities, property processes, or work with or to any other municipal corporation or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;
- n. Terminate or eliminate all or any part of its work or facilities.

ARTICLE 6
UNION BUSINESS

Section 6.1. The Union shall provide the District with a roster of local officers. The officers shall be: President, Vice President, and Secretary/Treasurer.

Section 6.2. The District agrees that during the working hours, on the District's premises, and without loss of pay, Union representatives shall be permitted to perform the following functions provided the normal operations of the District are not disrupted.

- A. Attend meetings with management;
- B. Transmit communications, authorized by the local Union or its officers to the District or his representatives;
- C. Consult with the District or its representatives concerning the enforcement of any provision of this Agreement;
- D. The Union's representatives may have access to the phone, paging, and computer systems at all fire stations, so long as this is not disruptive and in keeping with the limitations set forth herein;
- E. The Union shall be allowed to conduct Union meetings and/or elections at the fire station with prior notification to the Fire Chief or his designee.

Section 6.3. Union officers shall be allowed to convert up to forty-eight (48) hours, or two (2) shifts of either vacation time, personal days, or any other paid leave into Union leave. Union leave shall be granted with notification to the Chief or designee within twenty-four (24) hours of requested start of leave. Union leave shall only be granted for official Union business. No more than two (2) officers shall be off at one time.

ARTICLE 7
WORK RULES

Section 7.1. As stated in Article 5, Management Rights, the District has the authority to promulgate reasonable policies, procedures, and directives to regulate the District.

Section 7.2. Employees shall have access to the District's work rules for the duration of this Agreement to be kept in a binder accessible to all employees at Station #1.

Section 7.3. Prior to implementing new or changed work rules, policies, or procedures, the District will notify the Union at least ten (10) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the District and the Union will meet to negotiate in good faith. If the Union does not request to bargain, or if the District and the Union bargain to impasse, the Employer may implement the proposed change.

Section 7.4. If agreement cannot be reached on new or revised rules, policies, or procedures, and the Employer implements the proposed changes, the Union may file a grievance in accordance with Article 16 if a conflict exists between this Agreement and the newly implemented rules, policies, or procedures.

Section 7.5. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal legislative directive or regulation, the District is not required to give the ten (10) calendar day notice or to bargain over it; however, the District may elect to do so, if time permits, without waiving their rights.

ARTICLE 8
PROBATIONARY PERIODS

Section 8.1. Every newly-hired or promoted employee will be required to successfully complete a probationary period. The probationary period for new or promoted employees shall begin on the first day for which the employee receives compensation from the District as a full-time or promoted employee. Probation for a newly hired employee shall continue for a period of 2912 hours worked. Probation for a promoted employee shall be 1456 hours worked. Time on any form of leave shall not be considered time worked.

Section 8.2. During the initial probationary period for a new hire, the District has the right to terminate the employment of the probationary employee at any time and such discharge is not appealable.

Section 8.3. In the event that the District determines that the performance of a promoted probationary employee is unsatisfactory, the employee shall be returned to his or her former position, or to the next available position for which he or she is qualified. Prior to being demoted, the employee shall be given a written explanation of his or her performance deficiencies. Promoted probationary employees who were promoted from within the District full-time ranks shall have the right to appeal the reduction through the grievance procedure.

ARTICLE 9
VACANCIES

Section 9.1. Notice of any permanent vacancy, which the Fire Chief intends to fill, shall be posted in Station #1. The notice shall be posted a minimum of fifteen (15) calendar days prior to the date when the vacancy shall be filled and shall include a job description.

ARTICLE 10
PROMOTIONS

Section 10.1. Whenever there is a vacancy in a promoted position with the exception of Fire Chief and Assistant Fire Chief, a vacancy announcement will be posted in the fire station(s) and sent to each member's district email address for a period of fifteen (15) calendar days. The announcement will include the minimum requirements if any (service, certifications, experience, etc.) for application, and a description of the methodology to be used in candidate assessment. Any employee interested in the position shall submit his/her letter of intent to the Fire Chief before the conclusion of the posting period.

Section 10.2. The District will use a standard percentage grading system, based on a 100-point scale, for determining the total score of the candidate.

The District will administer a promotional examination for all promoted positions. Components of the examination shall include, but are not limited to the following. The final score weighting shall be disclosed in the internal posting of the position being tested for. All examinations shall be impartial and shall relate to those matters which will test the candidate to discharge the duties of the position to be filled.

1. Written examination
2. Oral and written skills
3. Oral interview

Written examination material shall consist of no more than five (5) source material books. Source materials shall be set by the Fire Chief sixty (60) days in advance. All changes shall be posted in the firehouse(s) and sent to each member's district email address. The Chief will keep one (1) set of the source materials in his office and make them available for loan to members.

Written examination scores will not be released to other individuals engaged in the grading process until testing is complete.

The oral examination shall be given by a three (3) member panel. Questions shall be in keeping with knowledge, skills, and abilities, and requirements for the rank considered.

Section 10.3. All applicants will be notified in writing of their final test score and their relative standing no more than twenty-one (21) days after the testing is completed.

Section 10.4. The district shall establish a panel of three (3) individuals to rate and conduct the promotional examination. Those chosen shall not be any member of the Paint Creek Fire District

Board of Trustees. If the panel deems that none of the candidates are qualified, then the District shall open the position to those outside the District.

Section 10.5. In the event two (2) employees receive identical scores, then seniority shall prevail with the most senior employee being placed higher on the eligibility list than that of the least senior employee.

ARTICLE 11 **WORKING OUT OF CLASSIFICATION PAY**

Section 11.1. A bargaining unit employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds, shall be paid at the corresponding step for that position or rank while so acting (e.g., Firefighter/Paramedic at Step 2 shall be paid at Step 2 for OIC/Captain duties).

Section 11.2. To receive such pay, the bargaining unit employee must be required to perform such working-out-of-classification duties for at least twelve (12) consecutive hours.

ARTICLE 12 **SENIORITY**

Section 12.1. Seniority shall be defined as the length of continuous service which an employee has accumulated as a full-time employee in the service of the District. Employee seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reported to work full-time.

Appendix B lists the seniority of the District employees in order (most senior to least senior) at the time of the ratification of this Agreement. Employees shall be added to the seniority list as hired according to this article.

Section 12.2. The following situations shall not constitute a break in continuous service:

1. Absence while on approved unpaid leave;
2. Disability separation not to exceed six (6) months;
3. Military leave; and
4. A layoff of thirty (30) days or less.

However, these situations shall not be counted towards seniority, and the employee's seniority date shall be adjusted by deducting any and all time in accordance with Section 2 of this article.

Section 12.3. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge
2. Retirement;
3. Layoff of more than thirty (30) days;
4. Failure to return to work within ten (10) calendar days of a recall from layoff;

5. Failure to return to work unless approved by the Fire Chief, at the expiration of a leave of absence; and
6. A quit or resignation.

Section 12.4. The District shall post at Station #1 and provide to the Union an updated seniority list within thirty (30) calendar days of the beginning of each calendar year.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a reduction in force is necessary (e.g., layoff or job abolishment) such reduction shall occur by inverse order in length of service in the class of position in which employed. Bargaining unit members in training for a paramedic certification per Article 31 of this Agreement shall be considered in that class of position for purposes of this article. The District shall provide a layoff notice to affected employees no less than thirty (30) calendar days prior to the effective date of such layoff.

Section 13.2. Length of service shall be defined by seniority per Article 12 of this Agreement.

Section 13.3. If a layoff occurs in a promoted rank, and if the affected employee has more length of service in the District than the least senior employee in the next lower rank in the bargaining unit, the affected employee may elect to displace in lieu of layoff, providing he/she can perform the duties of that classification and meets the minimum certification without additional training. If so, he or she shall notify the District of his or her desire to displace within five (5) calendar days of receiving the layoff notification, and the least senior employee in the next lower rank in the bargaining unit shall be laid off on the effective date of such layoff notification.

Section 13.4. An employee laid off shall be placed on a recall list for a period of twenty-four (24) months from the date of layoff. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their layoff.

Section 13.5. Notice of recall shall be sent to the employee's last known address by certified mail. The District shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the District in writing. Date of receipt shall be deemed to be three (3) calendar days after mailing by the District. The recalled employee shall have ten (10) calendar days from the date of receipt to notify the District of his or her intention to be recalled and to return to work as assigned. In order to be eligible for recall, the employee must have current all certifications required for the position.

Section 13.6. Employees who are recalled retain seniority for the time worked prior to layoff if recalled within thirty (30) calendar days or less.

ARTICLE 14
PERSONNEL RECORDS

In order to give employees notice and an opportunity to be informed, the Fire Chief or designee shall provide the bargaining unit members with a copy of any material pertaining to discipline that is being placed in the employee's personnel file. Adverse comments may not be placed in the employees' files without the employees noting acknowledgement of receipt on the face of the document. Bargaining unit members, or their representatives who hold a written authorization, shall have the right to examine their file during normal business hours upon approval of the Fire Chief or designee, provided such request does not disrupt the normal operations of the District.

Records of disciplinary action shall cease to have force and effect in accordance with the following schedule providing the employee does not receive discipline for an additional infraction during such time period. Counseling shall not be deemed discipline.

1. Oral/written reprimands – one (1) year
2. Suspension/demotion – two (2) years

ARTICLE 15
DISCIPLINE

Section 15.1. This article shall supersede the removal procedures provided in Section 733.35 to 733.39 of the Ohio Revised Code.

Section 15.2. Grounds for discipline up to and including termination include violations of established work rules, policies, and procedures, standards of conduct, and commission of any off-duty act, crime, or offense which negatively portrays the District.

Section 15.3. Forms of disciplinary action include:

1. Verbal Reprimand (documented);
2. Written reprimand;
3. Suspension without pay;
4. Demotion in pay and position; and
5. Discharge.

Discipline will be applied in a progressive and uniform manner as outlined by the District's disciplinary policy.

Section 15.4. Before conducting an investigatory interview or predisciplinary conference, which may result in discipline of an employee, the Fire Chief or designee shall advise the employee in writing of his or her right to have a Union representative present.

Section 15.5. Prior to a suspension without pay, demotion, or discharge, the District shall conduct a predisciplinary conference. The employee and Union shall be notified of such predisciplinary conference in writing. This notice shall include the location, time, and alleged charged infractions and shall be provided to the Union and employee forty-eight (48) hours in

advance of such conference. The predisciplinary conference may be rescheduled up to twenty-four (24) hours later at the request of the bargaining unit employee or Union or as otherwise mutually agreed.

Section 15.6. At the predisciplinary conference, the bargaining unit employee or his or her representative has the right to respond to the charges verbally or in writing. The bargaining unit employee may waive his or her right to a predisciplinary conference by submitting such waiver to the Fire Chief or designee.

Section 15.7. Within ten (10) calendar days of the predisciplinary conference, the District shall supply the bargaining unit employee and Union a report determining the validity of such charges and whether or not discipline shall be imposed. If the District fails to render a report within ten (10) calendar days, that matter is then deemed closed and all materials pertaining to the matter shall be removed from the employee's personnel file.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 16.1. Every employee or the exclusive representative shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or retaliation, and shall have the right to be represented by a person of his own choosing at all stages of this Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 16.2. Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

- A. **Grievance** – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- B. **Aggrieved party** – The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually signing and filing a grievance.
- C. **Party in interest** – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. **Days** – A “day” as used in this procedure shall mean calendar days.

Section 16.3. Procedure Generally. The following provisions shall apply to the administration of all grievances filed under this policy.

- A. **Grievance Contents.** All grievances shall include the name and position of the aggrieved party; the provisions of this Agreement involved in the grievance identified with specificity; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance,

if known to the aggrieved party; and a general statement of the nature of the grievance and redress sought by the aggrieved party.

- B. Decisions. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if requested by the aggrieved party.
- C. Preparation/Processing During Work Time. The preparation and processing of grievances shall be conducted during nonworking hours.
- D. Informal Discussion/Settlement. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration of the District and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the District in future proceedings.
- E. Representation. The grievant may choose whomever he or she wishes to represent him or her at any step of the grievance procedure.
- F. Time Limits. The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the redress sought by the aggrieved party shall be awarded. If the grievant or Union fails to appeal a grievance to the next step within the applicable time limitations, the grievance shall be deemed resolved. The time limits specified for either party may be extended only by written mutual agreement. Grievances resolved based on the failure of a party to act shall not be considered to set precedent for future grievances over the same subject, and may be refiled based on a new occurrence.
- G. Limitations of Grievance Procedure. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 16.4. Procedure. All grievances shall be administered in accordance with the following steps of this Grievance Procedure:

Step 1. Assistant Chief or designee. If the dispute cannot be resolved informally, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Assistant Chief within ten (10) days of the occurrence of the facts, or within ten (10) days of when the aggrieved party reasonably became aware of such facts giving rise to the grievance. Upon receiving the grievance, the Assistant Chief shall schedule a meeting to evaluate the grievance. Within five (5) days of that meeting the Assistant Chief shall issue a

written decision on the grievance and send a copy of that decision to the grievant and the Union.

Step 2. Fire Chief or designee. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the grievance may be filed with the Fire Chief or designee within five (5) days from the date of the rendering of the decision at Step 1, or the timely default of the Assistant Chief. Copies of the written decision(s), if any, shall be submitted with the appeal. The Fire Chief or designee shall convene a meeting within ten (10) days of the receipt of such appeal. The meeting will be held with the aggrieved party and his representative, if he or she requests one, and such other persons deemed necessary by the Fire Chief or designee. The Fire Chief or designee shall issue a written decision to the employee and a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he or she may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 17 **ARBITRATION PROCEDURE**

Section 17.1. Time Limits. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2 the Union shall notify the Employer of its intent to arbitrate the unresolved issue.

Section 17.2. Arbitration Panel. The parties may mutually agree to an arbitrator or jointly request a panel of nine (9) arbitrators from FMCS or AAA (Ohio). Upon receipt of the list, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request from FMCS or AAA another list of nine (9) arbitrators.

Section 17.3. Authority of the Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award requiring the commission of any act prohibited by law or to make any award that is contrary to law or violates any of the terms and conditions of this Agreement.

Section 17.4. 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 non-arbitrable or beyond the arbitrator's jurisdiction. 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 17.5. Number of Grievances Heard. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 17.6. Procedural Rules. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 17.7. Fees/Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. If, however, the arbitrator renders a split decision, the fees and expenses shall be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 17.8. Decision. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 17.9. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided in the Grievance and Arbitration Procedures herein contained.

ARTICLE 18 **HOLIDAYS**

Section 18.1. Full-time employees with the District shall be eligible for the following nine (9) holidays:

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

Only employees required to work on any of the holidays listed above, and as outlined in Section 2 of this article, shall receive compensation at one and one-half (1½) times their hourly rate of pay. A bargaining unit member is deemed to have worked the holiday if his or her regularly scheduled shift begins on the holiday.

Section 18.2. To receive holiday pay, bargaining unit employees must work the holiday, the scheduled shift before the holiday, and the scheduled shift after the holiday.

ARTICLE 19 **VACATION**

Section 19.1. All regular full-time employees shall be granted the following vacation leave with full pay based on their years of service with the District.

Section 19.2. For purposes of vacation, years of service shall be defined as continuous service with the Paint Creek Joint EMS/Fire District.

Section 19.3. Beginning after one (1) year of service, employees will receive vacation leave in accordance with the below schedule.

| | | |
|--------------------------|---------------------------------|-----------|
| 1–4 years of service | <u>6–24 hour tours of duty</u> | 144 hours |
| 5–9 years of service | <u>9–24 hour tours of duty</u> | 216 hours |
| 10–14 years of service | <u>12–24 hour tours of duty</u> | 288 hours |
| 15–19 years of service | <u>13–24 hour tours of duty</u> | 312 hours |
| 20–24 years of service | <u>14–24 hour tours of duty</u> | 336 hours |
| Over 25 years of service | <u>15–24 hour tours of duty</u> | 360 hours |

Section 19.4. An employee shall become eligible to utilize and will receive vacation leave on the appropriate anniversary date.

Section 19.5. An employee may accumulate and carry over vacation into the following year. No more than two (2) years of vacation may be accumulated.

Section 19.6. Vacation leave is to be taken at a time approved by the Chief; however, effort will be made to grant vacation time at the convenience of the employee if scheduling does not hamper the District’s work coverage. Vacation requests must be made no less than one (1) week in advance of the requested starting date. Reasonable changes may be made with the District’s approval in the event that last minute changes arise.

Section 19.7. An employee with at least one (1) year of service with the District shall be entitled to receive payment at the employee’s current rate of pay for up to one year’s accumulation of earned, unused vacation upon separation. In the case of the death of an employee, said vacation will be paid to the employee’s estate.

Section 19.8. As with any form of leave, a Request for Time Off form must be completed and submitted to the Fire Chief or designee.

ARTICLE 20
SICK LEAVE

Section 20.1. Sick leave shall be accrued at the rate of ten (10) hours per month. Sick leave when used shall be charged and used in one (1) hour increments.

Section 20.2. Employees may use sick leave, upon approval of the Fire Chief or designee, for absence due to:

1. personal illness;
2. exposure to a contagious disease that could be communicated to other employees;
3. examination of the employee, including medical, psychological, dental, or optical, by an appropriate licensed practitioner;
4. illness or injury of an immediate family member when the employee’s presence is reasonably necessary; or
5. death in the employee’s immediate family as set forth in Article 21 and subject to the approval of the Chief or his designee.

Immediate family member shall be defined as those family members described in Section 2 of Article 21 of this Agreement.

Section 20.3. Pattern abuse or improper use of sick leave shall result in disciplinary action up to and including termination.

Section 20.4. In the event that sick leave becomes necessary prior to the employee reporting for duty, the employee shall notify the Fire Chief or designee at Station #1 at least one-half (½) hour prior to his/her required starting time.

Section 20.5. Sick leave shall be charged only against an employee's regular workday and for absences on pre-arranged overtime work.

Section 20.6. Sick leave shall accumulate without limit.

Section 20.7. As with any form of leave, a Request for Time Off form must be completed and submitted to the Fire Chief or designee.

Section 20.8. Use of sick leave for two (2) or more consecutive workdays requires a physician's release to return to work.

Section 20.9. Upon obtaining ten (10) years of continuous service with the District, an employee shall be compensated at his or her current rate of pay for twenty-five percent (25%) of all unused accumulated sick leave, not to exceed two hundred fifty (250) hours, when separated from employment.

Section 20.10. Upon submission of medical documentation that an employee is unable to temporarily perform the essential functions of his or her position due to an injury or illness, the District may require the employee to assume alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes to the function and mission of the Department. The parties agree that alternative light duty assignments are temporary in nature, not to exceed one hundred twenty (120) calendar days.

ARTICLE 21 **FUNERAL LEAVE**

Section 21.1. Leave with pay for Bereavement or participation in funeral services or arrangements shall be granted by the Chief or his designee to an employee when a death in the immediate family occurs as set forth in this article.

Section 21.2. Extent of benefit. Forty-eight (48) hours off with pay for funeral leave will be granted for spouse, parents, children, step-parents, step-children, sister or brother. Twenty-four (24) hours off with pay for funeral leave will be granted for grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, or brother-in-law. If the death occurs during an employee's tour of duty and the employee leaves his (her) tour, the remainder of the tour shall be charged to sick leave.

Section 21.3. A Request for Funeral Leave form must be completed and submitted to the Chief or designee.

Section 21.4. Additional funeral leave or travel time may be granted upon request with the approval of the Chief or his designee.

ARTICLE 22
MILITARY LEAVE

The District shall comply and promulgate policies in accordance with applicable federal and state military leave laws, as amended from time to time.

ARTICLE 23
FAMILY AND MEDICAL LEAVE

The District shall comply and promulgate policies in accordance with the FMLA, as amended from time to time.

ARTICLE 24
COURT LEAVE

Section 24.1. Members subpoenaed for any court-related activity as a result of their duties as an employee of the District shall be excused for all judicial duties without any loss of pay. An employee qualifying for court time pay shall receive a minimum of one (1) hour pay at the appropriate rate, based on the number of hours worked in that pay period. Any time spent in court pursuant to such subpoena in excess of the minimum one (1) hour shall be paid in thirty (30) minute increments.

Section 24.2. Employees shall be granted a paid leave of absence any time they are called for jury duty or serve as a member of a jury. The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. Employees must remit any compensation received for jury duty to the Fiscal Officer within ten (10) calendar days of receipt of such moneys. An employee released from jury or witness duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours.

Section 24.3. Employees shall receive no court leave when such appearance in court is not required as part of the employee's official duties, or as a result of jury duty leave.

ARTICLE 25
NON-MEDICAL UNPAID LEAVE OF ABSENCE

Section 25.1. An employee requesting a leave of absence without pay must complete the Request for Leave form and furnish an explanation of the leave. He or she shall then submit it to the Fire Chief or designee for approval. Authorization of a leave of absence without pay is a matter of administrative discretion, and each request will be decided on its own merits.

Section 25.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 25.3. If a leave of absence is granted for a specified purpose and it is found that the leave is not actually being used for such purpose, the District will cancel the leave and may consider disciplinary action up to and including discharge.

Section 25.4. An employee who fails to return to duty following the completion of a leave of absence will be considered to be on unauthorized absence without leave, and will be considered to have resigned from employment.

Section 25.5. Upon return from a leave of absence without pay, the employee will be placed in their original position or a position of equivalent level and pay, if available, providing the employee possesses current certifications.

Section 25.6. An employee will not accumulate sick leave, vacation leave, holidays, or years of service during a leave of absence without pay.

ARTICLE 26 **JOB-RELATED INJURY**

Section 26.1. In the event that an employee suffers an illness or injury in the line of duty, or in the course of employment, and is unable to work and unable to perform alternative duty as described in Article 20, he/she shall be compensated at full pay for a period not to exceed ninety (90) calendar days.

Section 26.2. An injured employee must report his/her injury/illness immediately through the prescribed District policies.

Section 26.3. Any on-the-job leave taken under this article will count toward time off under the FMLA, if applicable.

ARTICLE 27 **PERSONAL DAYS**

Section 27.1. Each employee shall be entitled, after one (1) year, one (1) personal day. After five (5) years, two (2) personal days, and after ten (10) years, three (3) personal days of leave with pay each year. With prior notification to the Employer of at least seventy-two (72) hours, the employee shall be entitled to take personal leave provided it does not interfere with the efficient or economical operation of the department.

ARTICLE 28 **HOURS OF WORK AND OVERTIME**

Section 28.1. For bargaining unit employees, the normal work period shall be nineteen (19) days. Employees shall be scheduled to be on duty for twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. Each workday shall begin at 7:00 a.m. on the following day, with three (3) crews rotating twenty-four (24) hours on duty. The employees will normally be scheduled to work an average of fifty-six (56) hours per week; however, through the scheduling of one (1) twenty-four (24) hour "Kelly day" once every nineteen (19) duty days, the

employee's workweek will average fifty-three (53) hours per week. The Chief shall establish guidelines to schedule the twenty-four (24) hour "Kelly Day" off to achieve not more than 144 hours in a nineteen (19) day work period. "Kelly Day" will not result in a loss of pay.

Section 28.2. When a bargaining unit employee is required to work in excess of 144 hours during the work period, he or she shall be compensated at time and one-half (1½) his regular hourly rate of pay. There shall be no pyramiding of overtime pay for the same hours worked. Hours of work for the purpose of this Agreement, shall mean only those hours actually worked.

Section 28.3. Whenever a bargaining unit employee is required to return to work on hours not abutting the employee's regular shift hours, such employee shall be paid a minimum call-in of two (2) hours at time and one half (1½) their regular rate of pay.

Section 28.4. The Union and the Employer mutually agree that the work schedules outlined herein comply with Section 207(K) of the Fair Labor Standards Act (FLSA) and 29 CFR Part 553.

Section 28.5. Shift trades shall be allowed when such trades do not disrupt the normal operations of the District. All shift trades must be approved by the Fire Chief or designee.

ARTICLE 29
WAGES AND OTHER COMPENSATION

Section 29.1. Effective January 1, 2012, current full-time employees shall move to Step 2. New employees will begin at the Minimum Step and shall advance in accordance with Article 29.2.

| Position/Classification | Min | Step 2 | Step 3 | Max |
|--------------------------------|--|------------------------|------------------------|------------------------|
| Firefighter/EMT | \$10.60 \$30,867.20 | \$10.81 \$31,478.72 | \$11.03 \$32,119.36 | \$11.25 \$32,760.00 |
| Firefighter/EMT-I | \$10.97 \$31,944.64 | \$11.19 \$32,585.28 | \$11.41 \$33,225.92 | \$11.64 \$33,895.68 |
| Firefighter/Paramedic | \$12.25 \$35,672.00 | \$12.50 \$36,400.00 | \$12.75 \$37,128.00 | \$13.00 \$37,856.00 |
| Captain | 7% above Step in position/classification | | | |

Section 29.2. Employees shall progress through the pay scale on January 1 of the following year.

Section 29.3. When an employee reaches the maximum rate for the applicable certification a raise shall include only a lump sum payment of in accordance with the following schedule:

| | |
|-------------------|-------|
| Firefighter/EMT | \$655 |
| Firefighter/EMT-1 | \$678 |

Firefighter/Paramedic \$757

OIC/Captain 2% of the maximum annual salary (rate x 2912 x 2%)

Section 29.4. If the District determines a cost-of-living increase is warranted during the term of this Agreement, the entire scale shall shift and the bargaining unit member shall be placed on the applicable step (e.g., employee advancing to Step 2 on old scale would advance to Step 2 on new scale).

Section 29.5. Employees receiving a promotion in classification shall be placed at the applicable step in the promoted position/classification resulting in an increase in pay.

Section 29.6. Performance evaluations shall be completed once a year as established by the District.

Section 29.7. Due rate increases will take effect the next full pay period following January 1.

ARTICLE 30 **INSURANCE**

Section 30.1. The District shall procure insurance policies that may provide benefits for hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, prescription drugs, long-time care, or sickness and accident insurance, or a combination of any of the foregoing types of insurance for bargaining unit employees.

Section 30.2. The District may establish a Health Savings Account (HSA) in accordance with applicable law and regulations. The District may choose to fund such HSA as it deems necessary.

Section 30.3. The District shall pay for eighty percent (80%) of the cost of monthly premiums.

Section 30.4. Bargaining unit employees shall pay for twenty percent (20%) of the cost of monthly premiums through payroll deduction.

ARTICLE 31 **TRAINING**

Section 31.1. The District shall compensate employees for training in accordance with the Fair Labor Standards Act.

Section 31.2. It is the goal of the District to have each bargaining unit member certified as a medic. All bargaining unit members of the District shall, within three (3) years of their hire date begin class to be certified as an EMT-Paramedic. The District shall cover the cost of the individual's training subject to the remainder of this article.

Section 31.3. The District will only cover the cost of the bargaining unit member's first attempt at paramedic training.

Section 31.4. Those employees that were hired when the District was formed shall be held to the same certification standards required by this Article. The District shall designate these employees to begin paramedic training within three (3) years of the next available class upon ratification of this contract.

Section 31.5. Any bargaining unit member who voluntarily leaves the District during paramedic training shall repay the District for the cost of the training.

Section 31.6. The District may pay for other training as it deems necessary.

Section 31.7. Bargaining unit members shall attend at least seventy-five (75%) percent of in-house training sessions each calendar year as scheduled by the District. Bargaining unit members who are not on duty shall receive call-in pay as described in Article 28 of this Agreement.

ARTICLE 32

HOUSE CLEANING AND GENERAL MAINTENANCE

Employees assigned to, or reporting for duty, shall be responsible for the daily duties and or general maintenance of the station. However, major maintenance or repairs beyond the capabilities of the bargaining unit members shall be done by qualified professionals.

ARTICLE 33

UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

Section 33.1. The District shall furnish PPE required of employees in the performance of their duties without cost to the employees. Items shall include, but are not limited to: one (1) helmet, one (1) flashlight, turnout coat and pants, protective hood, suspenders, one (1) pair of gloves (fire and work), ear protection, safety glasses, and firefighting boots.

Section 33.2. The District shall furnish all uniforms required of employees in the performance of their duties without cost to the employees. Items shall include, but are not limited to: five (5) pairs work pants, seven (7) long or short sleeved work shirts, eight (8) department t-shirts, one (1) pair work boots, and three (3) job shirts. District-issued clothing is not to be worn outside of work. The District has until January 31, 2012 to comply with this section.

Section 33.3. It shall be the employee's responsibility to inform the Fire Chief or designee of any lost, damaged, or worn out items. Such items deemed to need replaced will be done so in a reasonable time period. Items which need replaced or repaired as a result of the performance of work duties or regular wear and tear shall be at no cost to the employee.

ARTICLE 34
OTHER EMPLOYMENT

Section 34.1. Bargaining unit employees understand that their primary occupation is working for the Paint Creek Joint EMS/Fire District.

Section 34.2. Bargaining unit employees may engage in outside employment as long as such activity does not interfere with proper performance of their District employment.

Section 34.3. Examples of interference include, but are not limited to, time and interest conflicts.

- A. **Time Conflicts:** A time conflict for purposes of this article exists when the working hours of a secondary job directly conflict with a bargaining unit employee's scheduled working hours or mandatory overtime obligations, if any, or when the demands of a secondary job prohibits adequate rest or otherwise affects the quality of the employee's job performance.
- B. **Interest Conflicts:** No employee, regardless of employment status, shall have other employment which presents an "interest conflict" with the employee's position. An interest conflict exists when an employee engages in any outside employment which compromises the employee's judgment, actions, or job performance or conflicts with the policies, directives, mission, and operations of the District.

Section 34.4. No bargaining unit employee shall have outside employment while on a paid or unpaid leave of absence, including Family and Medical Leave, where benefits may be maintained without the approval of the District. This section shall be applied on a case-by-case basis.

ARTICLE 35
LABOR MANAGEMENT COMMITTEE

Section 35.1. The District and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the District. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern.

Section 35.2. There is hereby established a Labor Relations Committee which shall consist of two (2) District Representatives, and two (2) Bargaining Unit Members. The Committee may meet quarterly upon the call of either party, and at any other time as the parties may mutually agree.

Section 35.3. The Committee's authority shall be limited to discussion, exploration, and study of subjects covered under this collective bargaining agreement, including, or as otherwise agreed to between the parties.

Section 35.4. Labor-management meetings are not intended to be negotiations.

Section 35.5. Immediate safety issues which the employees wish to submit to the Committee must be submitted in writing with an explanation of the situation, equipment, policy, or process which they feel is a risk to the health and safety of the members. The employee shall indicate the nature of the problem, any known safety standards that are applicable, and a proposed solution to the problem. The committee shall meet within forty-eight (48) hours of such submission. For immediate safety issues, members scheduled off or attending meetings outside of their normal work schedules shall be compensated with overtime for a minimum of two (2) hours.

ARTICLE 36 LEAP YEAR ROTATION

Each leap year the District shall schedule each of the three shifts on an eight (8) hour cycle to work on the 29th of February to more equally distribute the working of holidays for the employee. An employee may elect to give up his eight (8) hour shift to another bargaining unit member. Notification must be given to the Fire Chief or designee at least forty-eight (48) hours in advance.

ARTICLE 37 CONTAGIOUS DISEASE

Section 37.1. The District will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis, and other serious infectious diseases. The District and Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles, or other possible sources of infection.

Section 37.2. The District will provide Hepatitis B inoculations to any employee represented under the terms of this contract.

Section 37.3. The District will provide tuberculosis screenings annually for all employees represented under the terms of this contract according to current national standards.

ARTICLE 38 UNION BULLETIN BOARDS

Section 38.1. The Union shall be permitted to maintain one (1) bulletin board, measuring approximately 3'x4', at Station #1, to be used exclusively for Union business, the location to be within an appropriate area Station #1 accessible to all employees, and approved by the Fire Chief. The Union shall be responsible for the purchase and maintenance of the bulletin board. No obscene, immoral, defamatory, political endorsements, or unethical materials may be posted.

Section 38.2. No Union materials of any kind shall be posted elsewhere in the District's facilities or upon District equipment unless specifically authorized in advance by the Fire Chief.

ARTICLE 39
NO STRIKE/NO LOCKOUT

Neither the Union, nor any member of the bargaining unit, shall at any time engage in, call, authorize, or ratify any strike, as defined in Section 4117.01(H) of the Revised Code, nor shall the District engage in a lock-out as described in Section 4117.11(A)(7) of the Revised Code.

ARTICLE 40
INTEGRITY OF THE AGREEMENT (SAVINGS CLAUSE)

If any provision of this Agreement, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 41
DURATION

Section 41.1. This Agreement shall be effective June 30, 2011 and shall remain in full force and effect through June 29, 2014.

Section 41.2. If either party desires to terminate, modify, or negotiate a successor agreement, it shall give written notice of such intent not less than one hundred five (105) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 41.3. However, nothing in this article shall preclude the parties from mutually agreeing to amend, modify, or extend this Agreement, provided such amendment is reduced to writing, agreed to, and signed by both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this
10th day of August, 2011.

FOR PAINT CREEK
JOINT EMS/FIRE DISTRICT

FOR THE IAFF, LOCAL 4811

Samuel Mathis
Trustee

[Signature]
President, IAFF Local 4811

William Redaheyl
Trustee

[Signature]
Vice President, IAFF Local 4811

Michael Eskind
Trustee

[Signature]
Secretary/Treasurer, IAFF Local 4811

Grant Palmer
Trustee

[Signature]
IAFF Representative

Beary B Jr
Chief

Don D. BTD
Labor Consultant

APPENDIX A

Union to Provide

APPENDIX B

Seniority List for the Paint Creek Joint EMS/Fire District. The seniority for the District shall be as follows established on the date of the formation of the District. Additions to this list shall be from hire date with the District. List is from most senior to least senior.

1. Gilbert
2. Thompson
3. McCune
4. Strain
5. Moran
6. Taylor
7. Breakfield

APPENDIX C

Paint Creek Joint EMS/Fire District Drug Testing Policy